

**AGREEMENT BETWEEN ADVANCED TECHNOLOGY INFORMATION  
MANAGEMENT SYSTEMS AND THE CITY OF SANTA ANA  
TO PROVIDE JAIL MANAGEMENT SOFTWARE SERVICES**

THIS AGREEMENT is made and entered into on this 3<sup>rd</sup> day of June, 2025, by and between Act I Group, Inc., doing business as Advanced Technology Information Management Systems (ATIMS) (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City” or “Customer”).

**RECITALS**

- A. The City desires to retain a Consultant having special skill and knowledge in the field of jail management system maintenance.
- B. Consultant represents that Consultant is able and willing to provide such services to the City. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

**2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Service and Maintenance Quote - Exhibit B**. The cost for services for the initial three (3) years is \$265,232, and the cost for years four (4) and five (5) is \$190,347. The total amount to be expended during the term of this Agreement shall not exceed **\$523,915**, which includes a contingency fee of \$68,336.
- b. City agrees to pay for outstanding services since December 19, 2024. This amount is included in the not to exceed amount.
- c. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City’s standard ACH Vendor Payment Authorization and provide required

documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on June 3, 2025 and terminate on December 18, 2027, with the option for the City to grant up to a two (2) one (1) year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **6. INSURANCE**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

## MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

2. **Automobile Liability (AL):** Insurance Services Office Form CA 00 01 covering code 1 (any auto, with limits no less than \$1,000,000 combined single limits.

3. **Cyber Liability:** Insurance, with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, and release of private information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3. **Technology Professional Liability-Errors and Omissions Insurance (E&O):** appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving business interruption, damage to or destruction of electronic information, and alteration of electronic information. The policy shall provide coverage for Consultant’s failure to provide professional services and/or products under this Agreement. The Policy shall include, or be endorsed to include, damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of Customer in the care, custody, or control of Consultant.

4. **Workers’ Compensation** as required by the State of California, with statutory limits, and Employer’s Liability insurance with limits of no less than \$1,000,000 per accident, policy, employee, for bodily injury or disease.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above for any line of coverage, Customer requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Customer.

## Other Insurance Provisions

The above required insurance policies are to contain or be endorsed to contain the following provisions:

1. City of Santa Ana, its City Council, its officers, officials, employees, agents, and

volunteers are to be covered as additional insureds, under Consultant's CGL, AL and E&O policies, with respect to any liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, equipment, and personnel furnished in connection with such work or operations.

2. Consultant's Insurance companies agree to waive all rights of subrogation against City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Consultant under this Agreement.
3. For any claims related to this contract, Consultant's insurance coverage shall be primary and any insurance maintained by City of Santa Ana, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. A severability of interest provision must apply for all the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: Boris Duran, 20 Civic Center Plaza, M-96, Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Customer. Customer may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to Customer.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of the contract.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

### **Verification of Coverage**

Consultant shall furnish Customer with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). Failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. Customer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

### **Special Risks or Circumstances**

Customer reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **Failure to Maintain Insurance Coverage**

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, for the entire term of this contract, the same shall be deemed a material breach of Agreement. Customer, at its sole option, may terminate this Agreement at any time and obtain damages from Consultant resulting from said breach.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity

shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **11. CONFLICT OF INTEREST CLAUSE**

- a. Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.
- b. No immediate family members of either the Mayor, City Council Member, or any appointed City Official, including appointed board and commission members, as defined under the City's Municipal Code, whose position with the City shall award or

influence the award of this Agreement, or any competing contract or amendment thereof, shall be employed in any capacity by the Consultant or have any other direct or indirect financial benefit or interest in this Agreement.

- c. The section also prohibits the awarding of any agreement, contract, grant, or any amendment to those awards, to any former full-time employee for one-year from date of employee separation except for any CalPERS retiree as authorized by City Council resolution
- d. The Consultant must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts which conflict with the prohibitions defined above. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the City. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Agreement.
- e. Consultant covenants that none of its directors, officers, employees, or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by City funds stemming from the Agreement where the awarding of the subcontract has any direct or indirect financial benefit or interest to any individual, as defined in subsections (b) and (c) above.

## **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.



#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

#### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of

Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Chief of Police  
City of Santa Ana  
20 Civic Center Plaza (M-97)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-714-245-8007

To Consultant:

Mike Haberkorn  
Director of Custody Operations  
Advanced Technology Information Management Systems  
9638 Topanga Canyon Place, #B  
Chatsworth, CA 91311  
[mikeh@atims.com](mailto:mikeh@atims.com)  
(818) 428-6187

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

**20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**


\_\_\_\_\_  
JENNIFER L. HALL  
City Clerk

\_\_\_\_\_  
ALVARO NUÑEZ  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**ATIMS:**

By:   
\_\_\_\_\_  
TAMARA BOGOSIAN  
Senior Assistant City Attorney

  
\_\_\_\_\_  
FELIX RABINOVICH  
Vice President

**RECOMMENDED FOR APPROVAL:**

  
\_\_\_\_\_  
ROBERT RODRIGUEZ  
Chief of Police

EXHIBIT A



# Professional Services and Support Manual

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## Introduction

Welcome to ATIMS!

This guide will provide you with the necessary information to use our services and maximize the value of your Professional Services and Support and Maintenance agreements. Our mission is to be your trusted business partner for all areas of your Jail Management System.

## Professional Services and Support Program

Our Professional Services and Support (PSS) program is designed to meet your needs according to the time and budget that works best for you. This document provides an overview of the PSS program and the process of obtaining service.

### Initial Engagement

Your authorized contact will contact ATIMS to place a request for service or support.

### Discovery Period

The ATIMS Support Desk will gather all of the necessary information from you to assess the situation. The support technician will determine the appropriate course of action, such as asking your authorized contact to attempt various tasks or begin a remote session through an online connection. This discovery period will be completed in 30 or fewer minutes.

If the discovery period takes longer than 30 minutes and the issue is determined to be unrelated to ATIMS, ATIMS reserves the right to charge for this time. If a resolution has not been achieved at the end of the discovery period, then the support technician will create a support ticket for further investigation of the issue.

If the issue is determined to be ATIMS-related and falls within the coverage of a current Software Support and Maintenance Agreement, then there will be no additional charges for the discovery period. Also, ATIMS will make every effort to resolve the issue as quickly as possible.

Please note that additional remote sessions through an online connection may be required during this period. If the engagement falls within a Professional Services Agreement, you will be given an estimated cost to complete the job and will be billed at the hourly rate listed in Appendix A. You will receive regular updates on the status of an issue and will be provided resolution details when a support ticket is successfully closed.

## Technical Resolution Guidance

The following chart explains the options provided by ATIMS with our Software Support and Maintenance Agreement and our Professional Services Agreement.



Description	Software Support and Maintenance	Professional Services
<b>Upgrades and updates</b>		
Supply new software version	✓	
Install new software version	✓	
System reinstall — application malfunction	✓	
System reinstall — hardware/network problem		✓
<b>Support/bugs/errors</b>		
Business hours Tier 1 support	✓	
24/7 critical after-hour support	✓	
Problem with application/malfunction	✓	
Code testing and replication of errors	✓	
Simulation of client environment	✓	
Data discovery due to malfunction	✓	
Problem with internal hardware/network		✓
<b>Environment</b>		
Database optimization – indexing	✓	
Creation of additional databases	✓	
Replication of database environment	✓	
Installation of additional environments		✓
Reinstallation of new server or configuration		✓
Database maintenance – backups		✓
Data mining/data discovery request		✓
<b>Customization / Enhancements</b>		
Consultation for customization or enhancement — up to one (1) hour	✓	
Software configuration using database settings	✓	
Creation of additional custom forms		✓
Creation of additional custom reports		✓
Client-initiated customization/enhancement		✓
<b>Interfaces</b>		
Consultation for third-party software interface — up to one (1) hour	✓	
Consultation for third-party software interface — beyond one (1) hour		✓
Development of third-party interfaces		✓
<b>Training</b>		
User manuals	✓	
User group online webinars	✓	
Additional client-requested training		✓
Training on new software functionality		✓





## Section 1. Annual Software Support and Maintenance

### Software Covered by This Agreement

ATIMS shall provide software support only on the items described in Appendix A, Software Support and Maintenance Pricing.

### Definition: Software Support and Maintenance

Software Support and Maintenance is an agreement purchased along with a software package and renews annually. This agreement provides our clients with patches available during the year and supplies all of the software upgrades for version releases. The agreement protects your investment, enables your software to stay up to date, and provides new features and functions that enrich and optimize the user experience.

### Software Support Services

A Software Support and Maintenance Agreement provides clients with fixes, upgrades, and updates to licensed software released during the maintenance period. This agreement is not an extension of the warranty period — it runs concurrently with any warranty.

Additional fees may be charged for upgrades that exceed more than one major or minor version of the software in a year. “Forklift” upgrades (major release to major release) will be subject to additional support fees if minor upgrades, updates, and/or fixes have not been adopted.

## Section 2. Standard Operating Procedures

### Determining Severity and Response Commitments

When reporting an incident, you will make the initial determination of priority and include it in the support request. The initial ATIMS response to an incident will be based on your assessment of priority.

ATIMS will make reasonable efforts to respond to support requests within the timeframes described in the following table, to provide periodic status updates to you, and to resolve incidents to your satisfaction. The inability of ATIMS to meet the described response times due to your availability (such as busy phone, no answer, out of the office, etc.) does not constitute a failure to comply with these support policies.

After the initial response, any changes to the incident priority will be determined by ATIMS staff.

The following table describes the guidelines used by ATIMS to establish the severity level of an incident and the ATIMS response commitments.

Severity Level	Description	Expected Resolution	Reporting Frequency for More Complex Issues
Level 1	The problem affects live operation and demands immediate attention. Normal service has been disrupted. Business risk is high. Customer receives a status report within the first hour.	4 hours.	Every 4 business hours.
Level 2	Affects production systems and demands immediate attention. Live operation is still possible at this time. Business risk is moderate to low. Customer receives a status report within the first 4 hours.	Within 2 working days.	Every 4 business hours.
Level 3	Low impact. Live operation is not affected. Business risk is low. Customer receives a status report within 1 working day.	Within 5 working days.	Does not apply.
Level 4	Low to minimal impact. This involves system enhancements, upgrades, and minor problems not affecting production.	According to the order of importance in the queue.	Does not apply.

In the event that ATIMS receives a high volume of simultaneous PSS requests, client requests will be prioritized by severity level and by the order in which incidents are reported.

## Appointing a Primary Contact and Alternate Contact

To optimize the process of providing services and support, ATIMS requires clients to designate a primary contact person and an alternate contact person to become the *authorized contacts* who submit support and service requests to ATIMS. Authorized contacts should be entered in the section “Authorized Contacts for Professional Services and Support Requests” on page 12 in this document.

## Support Methods

### Remote Diagnostics

ATIMS uses GoToMeeting to perform remote diagnostics and support. ATIMS uses remote diagnostics to help identify and isolate suspected software, solution errors or malfunctions. Should you require that ATIMS use a different remote diagnostics software or service (such as LogMeIn, ShowMyPC, etc.), you must provide access to the required software or service at no cost to ATIMS. ATIMS will make every effort to comply with the security requirements of the customer. Any security configurations that are required to achieve remote connectivity and/or access to your computer network will be used only to diagnose the error or malfunction.



## Email

You may request support services by email.

## Telephone

Telephone support is provided during ATIMS normal business hours and is available to clients who have signed a Software Support and Maintenance Agreement or Professional Services Agreement.

# Section 3. Professional Services and Support

Professional services include the provision of information and assistance on technical incidents related to the installation, administration, and operation of ATIMS software products and solutions, as well as assistance in determining why the product may not be performing in accordance with the documentation (referred to as an *incident* in this document).

## Definition: Professional Services

The ATIMS Professional Services and Support (PSS) program offers clients technical assistance in the support, configuration, maintenance, and operation of their software system. PSS enables clients to acquire technical services from ATIMS such as performing upgrades, applying updates, troubleshooting, providing training, and many other services. With PSS, ATIMS can provide full support or simply act as an additional layer of support behind your IT department. Either way, a Professional Services and Support Agreement will be a great benefit to your organization.

## How Our Support Works

ATIMS will provide telephone, email, and on-site support to maintain the products and other solutions and/or customizations provided by ATIMS. Remote diagnostics will always be the first course of action to resolve an incident or to provide technical assistance before scheduling an on-site visit.

You will be billed in hourly increments for all professional services, or time will be charged to a block of PSS hours previously purchased. There will be a minimum two-hour charge for on-site support, not including any travel time. All PSS hours will be tracked by the assigned technician and verified by the ATIMS Support Manager.

If a problem occurs which significantly affects your use of ATIMS software and the issue remains unidentified or unresolved either by workaround or permanent correction after you follow ATIMS prescribed actions, at ATIMS discretion a support technician will be made available at your location during regular business hours.

ATIMS also provides critical support 24 hours a day, 7 days a week.

*Critical support* is defined as any issue that:

- Causes the ATIMS system to stop running agency-wide.
- Prevents any essential or required data elements from being entered.
- Causes an inability to perform any mission-critical JMS task.



The support technician will arrange an on-site arrival time with your authorized contact, and keep you fully informed during this period. For on-site visits that require air travel, the travel cost will be confirmed with you before booking.

ATIMS will provide or make available:

1. Assistance in diagnosing and identifying errors or malfunctions.
2. On-site consultation on correcting identified errors or malfunctions.
3. Detailed information on external factors which directly or indirectly affected ATIMS software and resulted in performance deficiencies.

For ATIMS installations on an agency's Local Area Network (LAN), the agency and/or county IT departments bear full responsibility for backing up databases and/or data files according to industry standard practices. You will not hold ATIMS, its agents, successors, or assignees liable in any way for consequences resulting from lost data caused by the unavailability of appropriate backup data.

The services provided as part of the PSS program do not include duties normally associated with ongoing LAN administrator tasks.

Additional tasks like recovery of databases and/or data files that were not properly backed up, and normal database administration tasks (reorganizing databases, running backups, restoring databases, reviewing logs, updating statistics, capacity planning, etc.), are offered as part of the Professional Services Agreement and you will be billed at the hourly rate noted in Appendix A (on page 12).

## Section 4. Additional Professional Services

You may request additional professional services from ATIMS and use previously purchased block hours for any of the services explained in the following table.

Software consulting	Reinstallation of software or hardware
Installation and training	Upgrade and testing
Data conversion	Data migration
System relocation	System migration
Application integration	Software customization
Workflow development	Business process reengineering

Contact your Account Manager to request a Professional Services proposal for Scope of Work (SOW) and estimates for time and cost.

### Travel Expense

On-site support performed by ATIMS employees for any client may be affected by travel and/or living expenses incurred by ATIMS. For client-initiated tasks, such actual expenses will be billed as they are incurred, outside the scope of this agreement. Automobile and air travel time will be deducted from the block hours of the Professional Services account at 50 percent of the actual travel time.

## Terms and Conditions

### Limitations of Liability

EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY; ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR PROGRAM OR SOLUTION PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS.

ATIMS EXTENDS NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, ON PARTS SUPPLIED OR SERVICES PERFORMED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY COMPONENT, MODULE OR EQUIPMENT FOR A PARTICULAR PURPOSE.

### Definitions

1. "Software Support and Maintenance shall mean the level of confidence that software is free from vulnerabilities, either intentionally designed into the software or accidentally inserted at any time during its life cycle and that the software functions in the intended manner."
2. "Annual Maintenance Fee" is set forth in the Contract.
3. "Documentation" shall mean the manual(s) relating to the use of the Solution delivered by ATIMS.
4. "Error" means an error/malfunction bug in the Solution which degrades the Solution or the customer's use of the Solution.
5. "Correction" means the use of reasonable commercial efforts.
6. "Licensor Product Errors" Shall mean the failure of Licensor Software to conform in a material respect to the Licensor Product Documentation.
7. "Solution" means the software and/or hardware provided by, or supported by ATIMS and specifically listed in the Contract.
8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Solution.
9. "Customer" or "Licensee" means the entity or person identified as the Customer in the Contract.
10. "Software" is a program or programs that enables a computer to perform a specific task, including application software, which enables a user to perform a task, and system software, which enables other software to run properly, by interfacing with hardware and with other software
11. "Licensor" means the manufacturer of the Software.
12. "Incident" means Software or Solution is not performing in accordance with the documentation.



13. "Licensed Program" is Software licenses covered under the terms & conditions of the licensor.

14. "Third Party Licensor" are Software that is developed by a third party.

If the Licensee desires to cancel any portion of this Agreement upon the next Anniversary Date, a notification to ATIMS at the address stipulated in this agreement must be mailed to ATIMS 60 days prior to the Anniversary Date. If desired by the Licensee, ATIMS will meet with the Licensee at any time prior to this to discuss the renewal.

### Use of Licensee Solution and Computer

When ATIMS performs services pursuant to this Agreement which require the use of the Licensee's computer system(s), the Licensee agrees to make it available at reasonable times and in reasonable time increments, and in no event will the Licensee charge ATIMS for such system use.

If the Licensee wants to add new software to the workstations or Servers, the Licensee should contact ATIMS to be advised if the new software will affect the performance of the system. Failure to do so could result in billable support to the Licensee if service is required.

Licensee agrees to furnish ATIMS access to the software modules when performing service, subject to Licensee's reasonable industrial security and safety rules. Licensee must provide the necessary data communications equipment and operating software at its location to support remote problem diagnosis and maintenance.

### Licensee Responsibilities

Licensee agrees to furnish ATIMS reasonable access to the supported Equipment when performing service subject to Licensee's reasonable industrial security and safety rules. If applicable, Licensee shall provide the necessary data communications equipment and operating software at its location to support remote problem diagnosis and maintenance. Upon installation of any Software or Hardware upgrades, Licensee agrees to follow reasonable release installation instructions, review system operations after installation, and report any problem detected as soon as possible. Reasonable storage and/or workspace at the Licensee's site will be provided to ATIMS as required. Licensee acknowledges it has reviewed and accepts the software license agreement(s) (including those of Third-Party Licensors) for all products listed in Appendix A which has been provided to Licensee in electronic form. Licensee agrees it shall be solely responsible for the compliant use of the products listed in Appendix A according to those software license(s) agreement(s) terms and conditions.

### Severability and Waiver

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

Either party's failure to exercise a right available to it by reason of the other party's breach shall be taken as an isolated instance and shall not be deemed to be a permanent waiver of such right.

### Notice

All notices, requests and other communications permitted or required under this Agreement must be in writing, and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery upon such personal delivery; (ii) if by nationally recognized courier or mail service with real-time or near-real-time tracking, when the courier or mail service's tracking system indicates that the notice was delivered to the recipient's premises. All notices for both parties shall be sent to the addresses set forth in this Agreement.

### Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, insurrections, fires, floods, storms, explosions, earthquakes, acts of God, war, governmental action, or any other similar cause, which is beyond the reasonable control of such party. If any force majeure event occurs, the party delayed or unable to perform shall give immediate notice to the other party.

### No Assignment

This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement, or any of its rights and obligations, without the written consent of the other party, which is not to be unreasonably withheld. Any internal corporate reorganization by Licensee that does not involve any entity other than Licensee which results in a change of name or form of legal organization of Licensee ("Reorganization") shall not be considered an assignment hereunder, and Licensee may engage in such Reorganization without the consent of ATIMS and without affecting its rights and obligations under this Agreement.

Licensee acknowledges and agrees that any reorganization of ATIMS that results in a change of name or ownership shall not be considered an assignment for purposes of this Agreement. In the event of the occurrence of such an event, the Licensee shall receive Services of a quality no less than Licensee received prior to the change of name or ownership.

### Entire Agreement

This Agreement, and its appendices, set forth the entire understanding between the parties hereto and supersede all prior agreements, arrangements, and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

This Agreement may not be modified or amended except by the mutual written agreement of the parties. However, Appendix A may be changed to reflect additional product coverage as the Licensee may add to the Solution or implemented additional Solutions. Appendix A may change annually as ATIMS holidays and relevant dates may change every year.



## Notifications and Renewal Contact Information

<b>Anniversary Dates</b>	
Software Support and Maintenance Start Date	
Professional Service and Support Start Date	
Automatic Renewal	Yes    No
*ATIMS Professional Service Agreements will be adjusted to renew on the anniversary date of the Software Support and Maintenance renewal.	
<b>Licensee Physical Address</b>	
Company Name	
Contact Name	
Address	
City, State, ZIP Code	
Phone	
Email Address	
<b>Licensee Billing Address</b>	
Company Name	
Contact Name	
Address	
City, State, ZIP Code	
Phone	
Email Address	
<b>Submitting Support Requests</b>	
Phone	818-428-6195
Email	support@atims.com



## Authorized Contacts for Professional Services and Support Requests

The following list of users is authorized to submit support requests on behalf of your organization. These are also the primary contacts for notification on software updates, upgrades, etc.

1	Name		Title	
	Dept.		Date	
	Software		Admin.	Yes No
	Phone		Email	
2	Name		Title	
	Dept.		Date	
	Software		Admin.	Yes No
	Phone		Email	
3	Name		Title	
	Dept.		Date	
	Software		Admin.	Yes No
	Phone		Email	



## Appendix A. Professional Services Pricing

Service Level	Rates	Mon. 8 AM Fri. 5 PM	Sat. & Sun. 5 PM Mon. 8 AM	Sunday and Holidays
1	IT Technician	\$ 200	\$ 225.00	\$ 300
2	Software Engineer	\$ 200	\$ 262.50	\$ 350
3	Software Designer	\$ 200	\$ 300.00	\$ 400

# EXHIBIT B

## Service and Maintenance – Quote



Service and Maintenance Pricing Agreement for: Santa Ana Police Dept	
<b>To:</b> Boris Duran <b>Santa Ana Police Department</b>	<b>Date:</b> 4-23-25
Requested Quote / 3Yr Service and Maintenance for On Prem Software	Total
3 Year Service and Maintenance agreement for ATIMS Online Software. (+3% Cos of Living per year) Year 1 Year 2 Year 3	\$85,811.00 \$88,385.00 \$91,036.00
<b>Sub Total</b>	<b>\$265,232.00</b>
Optional Year 4 Optional Year 5	\$93,767.00 \$96,580.00
<i>Installation and Configuration</i>	<i>Included</i>
<b>TOTAL COST</b>	<b>\$455,579.00</b>

~ Quote is valid for 90 days ~

Accepted and Approved by Customer:

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025