

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number: _____

1. This Agreement is entered into between the **City of Stockton** ("City") and **National Public Safety Group** ("Contractor") to provide consulting services and project management services for the selection and implementation of Police and Fire CAD/RMS systems as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on:

Terminates on:

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ **744,946**

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions

(If applicable check box) YES **IN WITNESS WHEREOF, the authorized parties have executed this Agreement.****CONTRACTOR**National Public Safety Group, LLC

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Buck Mims

Authorized Signature

Date

Buck Mims, CEO

Printed Name and Title of Person Signing

124 Newington Way, Aberdeen, NC 28315

Address

CITY OF STOCKTONJohnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

NPSG will assist the City with its public safety software project, which will include:

- Computer Aided Dispatch (CAD) for Fire and Police
- Law Enforcement Records Management System (LERMS)
- Mobile Data System (MDS)

NPSG will provide the agreed upon services for the following agencies (“Agency”):

- City of Stockton, Fire Department
- City of Stockton, Police Department

Phase I

Needs Assessment

The NPSG team will perform a thorough Needs Assessment, which will include services such as:

- Identify and document goals and objectives
- Review and take notes from any existing strategic plans that may be in place
- Document any partner agencies that need integration—public safety agencies, neighboring counties, public works, etc. This includes existing agreements and future wants
- Identify the agency’s Project Team to include Project Leads from Police, Fire and IT Departments.
- Work with the Department Leads to coordinate and facilitate all meetings and project deliverables.
- Identify the time goals/deadlines of your specific project
- Provide a project schedule in Basecamp for the Needs Assessment, Selection, and Procurement phases of this project
- Set up and lead bi-weekly calls throughout the Needs Assessment to ensure assigned tasks on both sides are being completed
- Assist in the guidance and coordination of Change Management with Department Leadership.
- Interview the different department and division team members to find out workflows, software needs, issues, and processes
- Create a technical matrix that is used for the RFP as well as a statement of work

- Create a Needs Assessment document that is to be used once a contract is signed with a public safety software provider. This document is a discovery document to assist the provider implement their solution. It includes information on interfaces, conversion facts and needs, workflows, demo scripts to assist the demonstrations for the RFP finalists, approval processes, the respective contact people involved, and other logistical data that can ensure the projects starts efficiently and effectively.

Phase II

Selection Process

The NPSG team will lead and manage the Selection process, as the Agency desires, to include services such as:

- Work with your Agency's Procurement, Risk, and Legal Departments to complete an RFP template if going to bid
- Work with the Agency to ensure the Final RFP and requirements matrix contains the needed criteria for a successful selection and implementation
- Upon receiving RFP responses from responding vendors, the NPSG team does a full assessment of the responses. This includes assessments of each section in our RFP template, to include pros, cons, and notes on information pertaining to:
 - Company
 - Finances
 - Contracts cancelled or unfulfilled
 - References
 - Litigation, arbitration, and civil disputes
 - Infrastructure
 - Cybersecurity
 - Professional services model
 - Updates/Enhancements
 - Support / SLA
 - Cost proposal breakdown and comparison
 - Exceptions taken to the RFP
 - Technical matrix breakdown, pros, and cons
- Lead and manage the Selection process to include:
 - Coordinate, facilitate and attend all demonstrations and round table meetings onsite.
 - Provide a scoring matrix, which is determined after meeting with Agency stakeholders to identify performance metrics.
 - NPSG uses survey software for members to score the presentations.
 - Set up and manage the Technical / Pro Services presentation following demonstrations

- Attend any management or Council meetings needed to move forward with a formal selection

- **Phase III**
Procurement Process

The NPSG team will work to perform the following services such as:

- Upon a proposer being awarded a Selection, contingent on successful contract negotiations, NPSG retrieves the company's contract or provides the City's contract to the selected company.
- NPSG works with the Agency's Procurement, Risk, and Legal departments to vet the agreement.
- The NPSG Team has extensive criteria it looks for in contract negotiations with a vendor to include:
 - Price
 - Actual cost
 - Ongoing costs
 - Pricing model
 - Future add on costs
 - Payment terms
 - Breakdown of milestones
 - Percentage of holdback money contingent on sign off
 - Product
 - Is the Statement of Work accurate
 - Ensure the Agency understands what you are getting and not getting
 - Project
 - Professional Services standards
 - Project Manager
 - Project tools
 - Team members
 - Penalties for very delayed projects
 - Support level agreement
 - Support tiers with guaranteed response times
 - Penalties for delayed responses
 - Annual SSMA or Subscription increase percentage caps
 - If SaaS, guaranteed uptime with penalties
 - Ongoing support parameters
 - Cybersecurity
 - Identification of who supports your Agency

- Updates and Upgrades
 - Costs
 - Process
- All Terms and Conditions, with some specific language regarding
 - Assignment
 - Non-interference
 - Data ownership
 - Legal litigation or arbitration
- NPSG assist in redlining and commenting on the price, terms, and conditions to assist the agency in finalizing a successful contract
- Attend any management or Council meetings needed to get approval for the contract signing

- **Phase IV**
Project Management

The NPSG team will work to perform the following services such as:

- We provide the NPSG Needs Assessment Summary document to the vendor before kickoff to ensure they have as much knowledge as possible to prepare for the project
- Attend and assist with kickoff and discovery sessions to make sure all goals and objectives are understood and documented
- Work with software vendor and customer to develop a detailed implementation schedule
- We work to ensure the training plan scheduled is conducive with agency needs – schedules, union rules, other limitations
- Our project managers and subject matter experts attend meetings and calls as appropriate and deliver detailed notes after each call
- Prior to weekly project status meetings, we have weekly one on ones with the customer and vendor, which helps make the status calls more efficient and effective
- We work to ensure the agency is on track doing their homework to ensure there is no project delay
- We work to ensure the vendor is on track with their deliverables to ensure there is no project delay
- Work to ensure client assigns appropriate “core group” resources for project success
 - This entails identifying what personnel resources will be needed for a project of your scope
- Work to make sure any showstopper items are identified and promptly resolved by the responsible party before becoming major issues

- Monitor risks and change requests throughout the project.
- Review and recommend approval of software invoices as requested by the Customer
- Assist client with preparing for Stakeholder Meetings
- Create and lead monthly steering committee meetings if desired
- Schedule calls with the software vendor and all third-party vendors to identify interface requirements.
- Manage progress of data conversions or any access to legacy data to ensure these processes are not going to delay the project
 - Work to ensure client stays on track with validations
 - Work to ensure vendor stays on track with fixing issues for the next data conversion run
 - Work with client to help ensure they are bringing clean data into their new system
- Retrieve functional and load testing plans from software providers
 - Document issues found during testing and continuously follow-up with the vendor on resolution and retesting plans
 - Assist with prioritizing issues and ensuring go-live issues get worked on first
- Work to ensure there is a detailed go-live plan before the system is put into live operation
 - Work with vendor to ensure there is a go live checklist for both their staff and the agency's staff
 - Work to ensure the vendor has lined up go-live support from third parties involved in interfaces, which may need go-live support
- Continue to follow up for any post go-live action items, such as pending interfaces, conversion items, or anything else that was not completed and delivered

Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: NPSG

Buck Mims
124 Newington Way
Aberdeen, NC 28315
bmims@nationalpsgroup.com

City: City of Stockton

Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

Option to Renew.

The term of the Agreement may be extended up to two one-year terms by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed 5 years.

Exhibit B:
Insurance Requirements
(Consulting Services for Computer-Aided Dispatch (CAD))

Contractor 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 by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT 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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

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

Other Insurance Provisions

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

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Additional Insured Status

The City of Stockton, its officers, officials, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, and employees." Policy shall cover City of Stockton, its officers, officials, and employees for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, and employees,. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, and employees shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall be endorsed to provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower

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retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

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

Claims Made Policies (Professional & Pollution only)

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the contract 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, the Contractor must purchase "extended reporting" coverage for a minimum of ***three (3) years after completion of work.***

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by the City of Stockton before work commences. However, failure to obtain the documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies ***for any construction related work, including, but not limited to, maintenance, service, or repair work,*** shall continue coverage for a minimum of three (3) years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***

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Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. However, if such modification results in any additional costs or fees to Contractor, City shall pay such additional costs or fees.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
425 N El Dorado Street
Stockton, CA 95202

Exhibit C:
General Terms and Conditions

This Agreement ("Agreement") is between the City of Stockton ("City") and National Public Safety Group ("NPSG" or "Contractor") and is entered into as of the date entered below.

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.
2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.
3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A to the Agreement.
 - 3.1 Invoices submitted by Contractor to City shall comply with the terms and conditions of this agreement. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.
 - 3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.
4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes, and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.
5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone

not connected with these services, unless the City provides prior written consent. This Section 5 is subject to the provisions and limitations of Section 19 hereof.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in this agreement, thirty-six months (36), may result in economic or other losses to the City. Notwithstanding, City acknowledges and recognizes that Contractor has no control over the timing of actions by City, its officials, officers, employees, agents, and consultants and no control over the timing of actions by third parties. Therefore, Contractor shall have no responsibility or liability as to delays stemming from the parties identified in the previous sentence. Contractor shall be held responsible only for its actions or inactions or those of direct subcontractors of Contractor.
7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with Contractor and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.
8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.
9. **Contractor's Status.**
 - 9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
 - 9.2 Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

- 9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 9.4 It is further understood and agreed that the Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of the Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

- 10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
- 10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.
- 10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

- 11.1 Termination for Convenience. The City or Contractor may terminate this Agreement with 60 days prior notice, at any time by mailing a notice in writing to the other party. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
- 11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may

ATTACHMENT A

arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

13. **Indemnity and Hold Harmless.**

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, and employees from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligent performance of work hereunder or willful misconduct, breach of contract, violation(s) of applicable law, or its negligent failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

The City of Stockton agrees that in no event shall the cost to defend charged to the Contractor exceed Contractor's proportionate percentage of fault, subject to Contractor's limits of liability listed in Section 34.3. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

14. **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed to:
City of Stockton
C/O IT Department
400 East Main Street, 4th Floor
Stockton, CA 95202
itinvoices@stocktonca.gov

NPSG
Buck Mims
124 Newington Way
Aberdeen, NC 28315
bmims@nationalpsgroup.com

16. **Conformance to Applicable Laws.** Contractor shall comply with all applicable

Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.
18. **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.**

Notwithstanding any other provision of this Agreement,

- 19.1 **City Confidential Information.** By virtue of this Agreement, the Contractor will have access to confidential information and materials of the City that is provided to the Contractor after the execution of this Agreement and so designated in writing (collectively, the "City Confidential Information"). City Confidential Information does not include information that (i) is already in the Contractor's possession at the time of disclosure by the City, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Contractor, (iii) is obtained by the Contractor from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Contractor. The Contractor shall not use City Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The Contractor shall not disclose City Confidential Information to any third parties except as otherwise permitted hereunder. The Contractor shall maintain City Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The Contractor shall promptly advise the City in writing of any misappropriation or misuse of City Confidential Information of which the Contractor becomes aware.
- 19.2 **Contractor Confidential Information.** By virtue of this Agreement, the City will have access to confidential information and materials of the Contractor that is provided to the City after the execution of this Agreement and so designated in writing (collectively, the "Contractor Confidential Information"). Contractor Confidential Information does not include

information that (i) is already in the City's possession at the time of disclosure by the Contractor, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the City, (iii) is obtained by the City from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the City. The City shall not use Contractor Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The City shall not disclose Contractor Confidential Information to any third parties except as otherwise permitted hereunder. The City shall maintain Contractor Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The City shall promptly advise the Contractor in writing of any misappropriation or misuse of Contractor Confidential Information of which the City becomes aware.

- 19.3 **Exclusions.** Notwithstanding the foregoing, this Agreement shall not prevent the Contractor from disclosing City Confidential Information or the City from disclosing Contractor Confidential Information to the extent required by a judicial order or other legal obligation; provided, however, that, in such event, the Party from which disclosure is sought shall promptly notify the other Party in writing as to the requested disclosure (including a copy of the request and timing of proposed disclosure) at least ten (10) calendar days before the proposed disclosure date to allow intervention (and shall cooperate with the Party from which disclosure is sought) to contest or minimize the scope of the disclosure. Further, Each Party may disclose the terms and conditions of this Agreement (i) in confidence, to legal counsel, (ii) in confidence, to accountants, and (iii) in connection with the enforcement of this Agreement or any rights hereunder, (iv) when required by applicable law, (v) in response to a request under the California Public Records Act.
- 19.4 **Equitable Relief.** Contractor acknowledges that unauthorized use or disclosure of City Confidential Information could cause the City irreparable harm for which its remedies at law would be inadequate, and, similarly, the City acknowledges that unauthorized use or disclosure of Contractor's Confidential Information could cause the Contractor irreparable harm for which its remedies at law would be inadequate. Accordingly, each Party acknowledges and agrees that the other Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief enjoining any breach or threatened breach of its obligations hereunder.
20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.
22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of Sacramento or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.
23. **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
24. **Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
25. **Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.
26. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as

ATTACHMENT A

promptly as commercially practicable.

27. **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.
28. **Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.
29. **Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
30. **Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
31. **Entire Agreement, Integration, and Modification.**
 - 31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.
 - 31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.
32. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
33. **Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
34. **Warranties**
 - 34.1 **Authority.** The Contractor represents, warrants, and covenants to the City that the Contractor has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained.
 - 34.2 **No Implied Warranties.** The City agrees that (i) the Contractor is not the manufacturer or distributor of any of the products or services subject to the Services (collectively, the "Third-Party Products"), (ii) the warranties and representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications) are those of the manufacturer or distributor thereof and not the Consultant, and (iii) the Contractor bears no obligation or liability related to or resultant from the warranties or representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications). THE WARRANTY SET FORTH IN SECTION 6(A) IS THE ONLY WARRANTY MADE BY THE CONTRACTOR HEREUNDER. THE CONTRACTOR

ATTACHMENT A

HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

34.3 Limitation on Liability. UNDER NO CIRCUMSTANCE SHALL THE CONTRACTOR'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY ORDER OR OTHER AGREEMENT BETWEEN THE CONTRACTOR AND THE CITY OR THE CONTRACTOR'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE INSURANCE PROVIDED PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR GOODWILL, WHETHER OR NOT THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. This limitation of liability represents an allocation of risks between the City and the Contractor, which allocation is reflected in this Agreement. The City acknowledges that the amount of the compensation reflects and incorporates the disclaimer of warranties and limitation of liability and remedies set forth herein (without which the compensation would have been substantially higher).

EXHIBIT D
PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of the Agreement to which this Exhibit is attached:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A referenced above and any and all work necessary to complete them or carry them out fully and to the standard of performance required in the Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Agreement , and all other Exhibits identified therein.

2.1 Where any portion of the Agreement is in conflict to or at variance with any provisions of this Exhibit, then unless a different intention stated, the provision(s) of this Exhibit shall be deemed to override the provision(s) of the Agreement only to the extent that such conflict or variations in this Exhibit are not possible of being reconciled with the provisions of the Agreement.

2.2 In the case of modification of a part or provision of the Agreement, the unaltered part or provision, or both shall remain in effect. This Exhibit shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the Agreement.

3. Time for Performance.

3.2 Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to ,Sections 4 and 17 of the Agreement, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Section 19 of the Agreement sets forth the City's and Contractor's responsibilities as to confidential information. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the City and delivered in a timely manner consistent with the requirements of the Agreement and this Exhibit.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Exhibit, at law, or in equity.

5. Compensation

Contractor shall be compensated for the services provided under this Agreement as set forth in Exhibit C and Exhibit E.

6. Personnel

6.1 None of the work or services covered by the Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall endeavor to not reassign or replace Key Personnel without prior notice to the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City, based on good cause, wishes to no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor and City shall meet to work out a mutually acceptable approach as to staffing.

7. Reports and Information

Contractor shall at such times and in such forms as the parties agree upon furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to the Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters as covered by the Agreement.

8. Findings Confidential

Section 19 of the General Terms and Conditions sets forth the applicable provisions as to confidentiality.

9. Deliverables

Subject to Section 19 of the General Terms and Conditions, Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports, and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

10. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$744,946 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such as telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 0%.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Phase	Description	Task Price
I	Needs Assessment	\$133,370
II	Selection	\$207,465
III	Procurement	\$88,914
IV	Project Management	\$311,197
	Legal Fee	\$4,000
	TOTAL PRICE	\$744,946

2. **Invoice to Address**. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Administrative Services Department
 Attention: IT Department
 425 N. El Dorado Street
 Stockton, CA 95202



Exhibit E
Cost Proposal

National Public Safety Group Proposal

Proposal Services for: *CAD and RMS Consulting Services - One Project with Options for additional Phase III & Phase IV*

Proposal for: **City of Stockton - Fire Department**

Contact: Jason Farrow **Date:** 6/26/2025
Procurement Specialist **Valid:** 10/21/2025

Division:
Email:
NPSG Contact: Dennis Vrooman **Phone:** 209.937.8212
Email: dvrooman@npsg.org

Item	Length of Project	Total
Phase I Needs Assessment		\$133,370
Phase II Selection		\$207,465
Phase III Procurement		\$88,914
Phase IV Project Management		\$311,197
		Total Consulting Services: \$740,946

Item	Total
Consulting as a Service	\$0
Legal Fee	\$4,000
	<i>If using Agency's PSA</i>
	Total Cost: \$744,946

NOTES

This document should not be shared unless the proper FOIA laws have been met.

This proposal includes services for this project for this many months after effective date:

36

A \$4,000 Legal Fee is added for agencies using their own PSA

See full agreement for all terms and conditions

Option #1 Add on	A second Phase III Procurement Service	\$32,625
Option #2 Add on	A second Phase IV Project Management	\$97,875

Options #1 & #2 are in the event the City chooses to have two separate contracts and projects. Should Option #1 and/or #2 be selected, they will be averaged into the remaining payments.

Travel

Travel is included in the above consulting fees, and will not be charged separately.

*NPSG will have Consultants onsite for up to the following number of days:

	For	
Needs Assessment	3	Kickoff Week
Selection	6	For up to: 3 Finalists 1 Day Demos 1 RFP Initial Assessment Roundtable 1 RFP Final Assessment Roundtable
Procurement	1	Final Negotiations
Project Management	1 8	Per Month until Training and Go-Live Training Go-Live

* Does not include travel days

Proposal Authorization

Authorized/Approved by: Buck Mims
Date 4/24/2025

CEO

Signature: _____

Exhibit E
Payment Terms

***Projected project length is listed above and below. We will continue to provide services for up to this many months.**

Term of the Agreement

This is a fixed-fee agreement with **time limit** paid over monthly payments for up to:

36 months.

If project is completed before the projected time, the balance of unpaid payments will be due and invoiced for payment.

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1 **36 months from effective date.**