

## **Ops Force Service Agreement**

This Agreement made this 18 day of September, 2014 between Corona Software Inc , dba Corona Solutions, a Colorado corporation with offices at 4610 S Ulster St Suite 150, Denver, Colorado 80237 hereafter referred to as the Company and the Glendale Police Department/City of Glendale, AZ, hereafter referred to as the Client

### **1 Description of Service**

Ops Force, hereafter referred to as the Service, is an Internet-based service and licensed software product offered by the Company to the Client for the purpose of receiving and processing data files of the Client as requested

### **2 Term of Service**

The Service shall commence on the first date that current data is received by the Company from Client for processing and becomes available for query by Client, and shall continue thereafter for a period of one year unless terminated earlier pursuant to Section 10 of this Agreement

If the Client does not begin sending data for processing within thirty (30) days of being notified that the Company is ready to receive such data, then service will be considered to have begun and charges will begin, pro-rating the annual contract amount

### **3 SafeLynx**

The Client will receive and may install and use the SafeLynx appliance for the exclusive purpose of extracting and transferring data from their computer system to Corona Solutions. There will be no charge to the Client for the use of the SafeLynx appliance during the term of this Agreement

The Equipment is and shall remain the exclusive property of Corona Solutions. The Client may return the Equipment at any time prior to the termination of this Agreement at its option. Client agrees to pay shipping costs and return the equipment to the Company within fifteen (15) days of the termination of this Agreement

The SafeLynx appliance is an invention of Corona Solutions and contains proprietary information and devices that represent trade secrets of Corona Solutions. The Client agrees not to open, disassemble, copy or attempt to reverse engineer any component or function of the appliance

The monetary value of the physical Equipment is established to be two thousand dollars (\$2,000). If, at the termination of this Agreement, the Client fails to return the appliance to Corona Solutions, the Client agrees to pay a penalty of \$2,000 to Corona Solutions. Paying this penalty in no way relieves the Client from the obligation to return the Equipment, does not constitute a purchase of the Equipment, and does not remove the Client's obligations regarding Corona Solutions' proprietary information

### **4 Privacy and Security**

The Company shall use its best efforts to maintain the privacy and security of the Client's data, including the following

- A The Company shall maintain the Service on a secure site, using a secure socket layer (SSL) to guard against unauthorized access
- B The Company shall limit access to the Client's data to those employees, contractors and other individuals associated with the Company who are necessary to provide the Service to the Client
- C The Company shall make the Client's data available to any additional individuals specified by Client
- D The Company may, from time to time, at its sole discretion, implement additional security measures to maintain the privacy and security of the Client's data. The existence and configuration of these additional security measures comprise confidential information to the Company and will not be released to the Client or the public
- E The Company will not release any data, reports, graphs of data, or any other information relating to the Client, to any person or entity without the Client's prior written permission

## **5 Mutual Indemnification**

The Company agrees to defend, indemnify, and hold harmless the Client, its officials, employees, and agents from all loss, cost, and expense, which shall include attorneys' fees and court costs, arising out of any loss or injury sustained by anyone in connection with Company acts, errors, or omissions, or any of those of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and the Company shall pay for any and all damages to Client's property and funds, or loss or theft of such property or funds, as well as any product or service, financial injury or technology-related injury. The Provisions of this Article do not apply to any damage or loss caused solely by the acts, errors, or omissions of the Client, its officials, and employees.

The Client agrees to defend, indemnify, and hold harmless Company, its officers, employees, and agents from all loss, cost, and expense, which shall include attorneys' fees and court costs, arising out of any loss or injury sustained by anyone in connection with the Client's acts, errors, or omissions, or any of those of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and shall pay for any and all damages to Company property and or loss or theft of such property or funds as well as any product or service, financial injury or technology-related injury. The Provisions of this Article do not apply to any damage or loss caused solely by the acts, errors, or omissions of Company, its officers, employees, or agents

## **6 Liaison**

The Client will designate in writing one Liaison person as the primary contact and one Liaison person as a secondary contact between the Client and the Company. The Liaison will be responsible to

- A. Facilitate data transfer to the Company
- B. Manage additions/deletions to the list of authorized users
- C. Receive statements from the Company
- D. Send requests for service changes to the Company

## **7 Support**

The Company agrees to provide Internet and telephone technical support to the Client while this Agreement is in effect between the Company and the Client. This technical support includes assisting the Client with difficulties encountered in the installation or operation of the Software and providing to the Client copies of all new versions and updates of the Software.

## **8 Availability**

The Company shall use its best efforts to maintain and operate the Service to accommodate the Client at all times during the term of this Agreement. The Company shall not be responsible for the unavailability of Internet access beyond its control.

## **9 Pricing and Payment Terms**

The Client agrees to pay an annual data service fee in advance that provides maintenance and support for a period of one year from the date the Service commences, as set forth on Schedule A to this Agreement. Payment will be due within thirty (30) days of contract signing. The Client is responsible for any applicable taxes and/or fees.

## **10 Termination of Service**

This Agreement may be terminated by either party by providing written notice thirty (30) days prior to termination to the other party subject to the following conditions:

- A If there is a material breach of the terms of this Agreement by the Company, the Client may request that the Service be terminated immediately. If such occurs, then the Company will refund any amounts paid by the Client for unused services pro-rated based on the date of termination. If the termination occurs while the Client is in arrears for payment of services, then the Client will pay the company the amount necessary to bring the account current as of the date of termination.
- B If there is a material breach of the terms of this Agreement by the Client, the Company may immediately terminate service to the Client. In the event of such termination, the Client agrees to pay the Company as follows:
  - 1 If the termination of the service is within one year of the initiation of service by the Company to the Client, the Client agrees to pay the full amount of the annual fee as set forth on Schedule A to this Agreement.
  - 2 If the termination of service by the Company under this section is later than one year from the date the Service commenced, the Client agrees to pay an amount equal to one month of service to be determined by pro-rating the annual contract amount.
  - 3 Upon termination, for any reason whatsoever, or expiration of this agreement, the Client shall immediately return to the Company all copies of the Software and the Documentation, and destroy or erase all copies of the Software or Documentation on hard drives or hard disks. Furthermore, the Client agrees to make certain that all copies of the Software have been destroyed, erased, or returned to the Company and to certify such in writing to the Company.

## **11 Renewal**

No later than thirty (30) days prior to the termination of this Agreement, the Company will provide to the Client an estimate for the expected cost for retention of the Service for the next year. If the Client chooses not to extend the Service, the Client will provide written notice of its intent not to renew this Agreement to the Company no later than fifteen (15) days prior to the termination of this Agreement. If the Company is so advised, then the Service will terminate on the anniversary date or another date as agreed to by the Company and the Client, and all charges for and access to the Service will cease. If the Client does not provide written notice within the time specified, this Agreement shall automatically renew for an additional one year period at the rate provided by the Company to the Client under this Section.

## **12 Discontinuance of Service**

If the Company decides to discontinue the Service as a line of business, the Company will notify the Client as soon as practical, but in no case less than thirty (30) days prior to the cessation of service. As of the date of termination of the Service under this section, the Company will refund any unused portion of the annual contract fee for the Service to the Client. If the Service is provided at any time during a calendar month, then the Service will be considered to have been provided for the entire calendar month.

At the termination of the Service to the Client, all of the Client's data will be deleted from the Company's active servers. The Company will maintain an archive of the data for a period of twelve (12) months unless specifically directed in writing to destroy the data by the Client.

Upon termination, for any reason whatsoever, or expiration of this agreement, the Client shall immediately return to the Company all copies of the Software and the Documentation, and destroy or erase all copies of the Software or Documentation on hard drives or hard disks. Furthermore, the Client agrees to make certain that all copies of the Software have been destroyed, erased, or returned to the Company and to certify such in writing to the Company.

## **13 Copyright**

The parties acknowledge that the Software, which is copyrighted, is the sole and exclusive property of the Company and constitutes a trade secret of the Company. The Client and associated agents agree not to sell, transfer, publish, disclose, or otherwise make the Software available to third parties. The Client agrees to instruct the Client's employees of the Client's confidentiality obligations pursuant to this agreement. The Client shall take all steps to protect the confidentiality of the Software. The Client's obligation as to the confidentiality of the Software shall survive the termination of this Service Agreement.

## **14 Disclaimers**

THERE ARE NO WARRANTIES, CLAIMS, OR REPRESENTATIONS MADE BY THE COMPANY, EITHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, WITH RESPECT TO THE SERVICE AS TO QUALITY, PERFORMANCE, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY

## WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE

Some states or jurisdictions do not permit the disclaimer of implied warranties, so this disclaimer may not apply. In states or jurisdictions that prohibit disclaimer of implied warranties except as to duration, the implied warranty disclaimers in the paragraph are effective upon the expiration of ninety (90) days.

## 15 Miscellaneous

This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed (i) to give either party the power to direct and control the day-to-day activities of the other, (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to re-negotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless it is in writing and is signed by the party to be charged. The failure by either party to enforce any rights hereunder shall not be construed as a waiver of any rights of such party.

In the event of any arbitration or litigation being filed or instituted between the parties concerning this Agreement, the prevailing party will be entitled to receive from the other party or parties its attorneys' fees, witness fees, costs and expenses, court costs and other reasonable expenses, whether or not such controversy, claim or action is prosecuted to judgment or other form of relief.

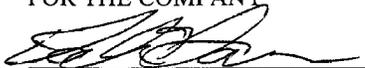
If the performance of this Agreement or any obligations (other than payment obligations) hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the parties, the party so affected upon giving prompt notice to the other party shall be excused from such performance during such prevention, restriction or interference.

This Agreement shall be construed and interpreted under the laws of the State of Arizona and the United States of America, regardless of the choice of law rules therein

Notice by any party under this Agreement shall be in writing and personally delivered or given by registered or certified mail, overnight courier, or facsimile transmission to a machine located at the address, addressed to the other party at its address given herein, or at any such other address as may be communicated to the notifying party in writing, and shall be deemed to have been received when delivered (in the case of overnight courier, personal service or facsimile transmission (as evidenced by a confirmation receipt) or, three business days after deposit into the U S Mail (if sent by registered or certified mail)

SIGNED

FOR THE COMPANY



Pres. \_\_\_\_\_

Date 9/18/14

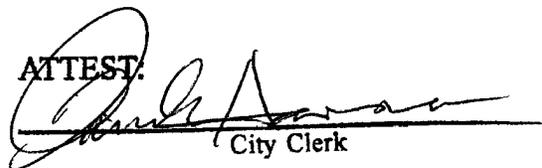
FOR THE CLIENT



City Manager \_\_\_\_\_

Date 9/25/14

ATTEST:

  
City Clerk

Approved as to form

  
City Attorney

**Schedule A  
Payment Schedule**

	Total
<b>Ops Force Annual Service Fee</b>	<u>\$15,718.04</u>
<b>Setup Fees</b> (Installation, Training, Project Management)	\$0_____
<b>Total</b>	<u>\$15,718.04</u>

Item 1: Client may upload unlimited historical data for use in Ops Force; any and all CAD data from the current CAD system can be uploaded **There will be no charge for loading and managing four years of historical data, plus the current year. 2010** data will be deleted on January 1, **2015** with the intent of carrying four complete years plus the current year of data. Should the Client choose to carry more than four calendar years of historical data they may do so by contracting for these incidents at \$\_\_02\_\_ per incident, per year of additional historical data.

Item 2: Data Service charges are incurred for CAD data uploaded to Corona Solutions from the Initiation of Service forward.

Item 3. Estimated renewal based on incident count = \$19,388

Item 4. The Client is responsible for any taxes and/or fees.

**Addendum A**  
**My Neighborhood Update**

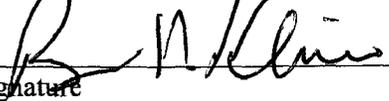
At no additional charge, \_\_\_\_\_ (AGENCY) \_\_\_\_\_ may use the optional My Neighborhood Update™ feature upon the understanding and agreement that the Client is responsible for choosing which call types are to be displayed to the public, as well as how those call types are publicly classified.

The Client permits the Company to display call for service information on the public mapping site, given the following parameters:

(Mark boxes with desired features and enter any information needed in the space provided.)

- Event location indicated directly on house/building (Location address will always be displayed as a 100 block.)
- OR
- Event location indicated on center-line of street (Location address will always be displayed as a 100 block.)
- Access to Google Street View
- Total number of cars arriving on scene
- Total service time spent on event
- Agency contact phone number: 623-930-3153
- Agency contact email address: bkline@glendaleaz.com

SIGNED FOR THE CLIENT:

  
Signature

Bruce Kline  
Printed

9/17/14  
Date

## ADDENDUM

The City of Glendale, Arizona ("City") and Corona Software Inc. d/b/a Corona Solutions ("Contractor") further agree as follows:

**I. Conflicts.** The **Ops Force Service Agreement** (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes ("A.R.S.") § 38-511.

### **II. Immigration Law Compliance.**

- A Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program
- B Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C City retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under the Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this **Paragraph II**.
- E Contractor agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F Contractor's warranty and obligations under this **Paragraph II** to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**III. Governing Law.** The Agreement will be governed by the laws of the State of Arizona, and venue for any legal action brought relating to the Agreement is proper only in Maricopa County, Arizona. This **Paragraph III** explicitly supersedes and replaces the conflicting language in the paragraph of the Agreement entitled 'Miscellaneous.'

**IV. Entire Agreement.** The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum. This **Paragraph IV** explicitly supersedes and replaces the conflicting language in the paragraph of the Agreement entitled 'Miscellaneous.'

**V. Addendum and Agreement Conflict.** In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

[Signature]  
Contractor

[Signature]  
City

9/4/14  
Date

9/25/14  
Date

**ATTEST:**  
[Signature]  
City Clerk

Approved as to form

[Signature]  
City Attorney