LEFTA SYSTEMS

International Business Information Technologies, Inc. d.b.a. **LEFTA Systems**
10950-60 San Jose Blvd., Suite 101
Jacksonville, FL 32223
(800) 405-3109 – Toll Free

Proposal/Agreement No.: 062022-CARBPD-01

Customer						Info	
Agency:	Redondo Beach Police Department					**Issue Date:**	06/20/22
Address:	401 Diamond Street					**Valid Until:**	09/19/22
City:	Redondo Beach	**State:**	CA	**Zip:**	90277	**Account Manager:**	Bryan Selzer
Attn:	Mrs. J. Antes Lieutenant J. Mendence					**Payment Term:**	Net 30

Qty	Description	List Price	Total
1	METR Training Records Management Software annual subscription	$4,025	$4,025
1	LEFTA FTO Software (**Patrol**) annual subscription	$3,000	$3,000
1	LEFTA FTO Software (**Communications**) annual subscription	$2,000	$2,000
1	LEFTA FTO Software (**Jail**) annual subscription	$1,000	$1,000
1	LEFTA FTO Software (**Records**) annual subscription	$1,000	$1,000
180	User licenses	Included	Included
---	CA POST Package	Included	Included
---	Annual license fee includes IT support and updates	Included	Included
1	Hosting on Microsoft Azure Government for up to 10 GB of storage per application	Included	Included
1	Customization of applications	Included	Included
Unlim.	Unlimited virtual live training sessions for administrators	Included	Included
1	Mark 43 CAD Integration (access to API)	$500	$500
1	Evidence.com Integration (access to API)	$500	$500

Year	Total Amount
Year 1	$ 12,025
Year 2	$ 12,386
Year 3	$ 12,758
Year 4	$ 13,141
Year 5	$ 13,535
Total	**$ 63,845**

Reviewed 11/2021

This **TERMS and CONDITIONS AGREEMENT** ("**Agreement**") is made and entered into as of the effective date shown in the proposal, by and between the City of Redondo Beach, a chartered municipal corporation ("**Client")** and **International Business Information Technologies, Inc.**, a Florida corporation doing business as LEFTA Systems ("**LEFTA Systems**").

1. **Subscription of Software; Grant of Limited, Non-Exclusive License.** LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in the proposal, in object code and source code form, and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client's internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement.

    1.1. **License Restrictions.**

        1.1.1. Except for the limited license rights specifically granted to Client pursuant to this Agreement, LEFTA Systems owns and shall retain all rights, title, and interests in and to the Software, including all derivatives thereof. For the avoidance of doubt, pursuant to this Agreement, Client shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software by any means or in any form to anyone outside of the Client organization in a manner or for a purpose inconsistent with this Agreement, and shall not permit or allow any Person to use the Software via a timesharing, service bureau, application service provider or similar arrangement.

        1.1.2. Client shall not, and shall not permit others to, copy, alter, translate, decompile, decipher, disassemble, reverse engineer, or reverse assemble the Software or any components thereof, or attempt to do any of the foregoing. Client shall not permit any Person to take any action to reverse engineer, reverse compile, or otherwise attempt to derive source code from any object code copy of the Software.

    1.2. **Price; Payment; Additional Services.** Client shall pay LEFTA Systems, the fees set forth in the signed proposal. All invoices issued are paid net 45-days from the date of City's receipt of the invoice; provided however all services have been completed to the City's full satisfaction and all products have been delivered. All fees paid to LEFTA Systems are fully earned and non-refundable. Client shall be solely responsible for the payment of all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement. The annual fee in year two shall increase by 3% ($360.75) and another 3% in year three ($371.57).

    1.3. **Billing Cycle.** Regardless of the actual commencement date, the annual invoice(s) will be prorated to either the 1st or the 15th of the month to match LEFTA Systems billing cycles.

Term and Termination.

Term of Agreement. The initial term shall be 36 months commencing on September 1, 2022 and renew for subsequent 12 months terms. However, in no event shall the term of this Agreement go beyond five years from the date of commencement.

1.4. Termination of Agreement.

1.4.1. Either party may prevent the renewal of this Agreement by providing written notice of nonrenewal at least 30 days prior to the expiration of the then-current initial or renewal Term.

1.4.2. Either party may terminate this Agreement at any time if the other party breaches this Agreement and, if such breach is capable of being cured, fails to cure such breach within 30 days after receiving written notice from the non-breaching party describing such breach in reasonable detail.

1.4.3. Fees Nonrefundable upon Cancellation. If prior to the expiration of the Term, Client terminates the Agreement any amount paid by Client to LEFTA Systems under this Agreement is nonrefundable.

1.4.4. Upon Request by Client at any time upon termination of this agreement, LEFTA Systems shall promptly return to Client all or any part of the Client Data in the format in which LEFTA Systems routinely stores such data and erase or destroy all or any part of the Client Data in LEFTA Systems possession, in each case to the extent so requested by Client.

2. Confidentiality. During the performance of services and Client's use of the Software under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a prudent businessperson would use to protect such information. For the avoidance of doubt, <u>Client shall not share, show, or display LEFTA Systems software features with other vendors</u> <u>that may have similar software</u>. The obligations of each party to protect confidential information received from the other party shall not apply to Public Records laws within Client's authority and information that is officially known or becomes officially known through no act or failure to act on the part of the recipient. Further, these obligations shall not apply when disclosure is made pursuant to Client's contract approval process. The provisions of Section 2 shall survive the termination of this Agreement for any reason.

3. Indemnification. Client shall indemnify, defend and hold harmless LEFTA Systems and its affiliates and their respective officers, directors, managers, equity owners, employees, agents and representatives (collectively, the "**Indemnified Parties**") from and against all losses, damages, liabilities, claims, actions, causes of action, demands, lawsuits, proceedings, inquiries, investigations, judgments, interest, awards, penalties, fines, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses, at trial and on appeal) incurred or sustained by, or imposed upon, the Indemnified Parties based upon, arising out of, or in connection with the use of the Software by Client, Client's affiliates, or any of their respective officers, directors, managers, employees, agents or representatives.

LEFTA Systems shall defend or settle, at its option and expense, any action, suit or proceeding brought against Client by a third party that the Software infringes a third party's USA patent, registered copyright, or registered trademark ("IP Claim"). LEFTA Systems shall indemnify Client against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such IP Claim. LEFTA Systems has no obligation to the extent any IP Claim results from: (i) Client having modified the Software, (ii) any Third Party Software, or (iii) unauthorized configurations by the Client.

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If it is adjudicated that an infringement of the Software by itself and used in accordance with the Agreement infringes any USA patent, registered copyright, or registered trademark, LEFTA Systems shall, at its option: (i) procure for Client the right to continue using the Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) LEFTA Systems shall terminate the applicable license or Service and shall refund to Client the pre-paid portion of the subscription.

4.   Miscellaneous.

4.1.   Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, and may not be amended, modified, altered, or supplemented except by a written agreement signed by both parties.

4.2.   Technical Support. Annual license fee includes unlimited technical support Monday – Friday 8:00 AM – 8:00 PM EST, excluding holidays. This includes a built-in support request function within each software application, a direct email support option and access to a toll-free telephone number to reach support.

4.2.1.   All application updates and/or bug fixes are included.

4.3.   Hosting. The annual license fee includes Client's software application hosted on Microsoft Azure Government servers. Client shall be entitled to the amount of data listed on the proposal without additional charge. Additional storage fees shall be billed to and payable by Client.

4.4.   Implementation and Training. Client needs to provide LEFTA Systems with the contact information of a primary "Project Manager" who is responsible for managing the project timeline on the Client side. *The overall time allotted to complete the implementation and training is 6 weeks beginning after the initial project kick-off meeting. After kick-off meeting, the client will receive a login to the customization site which must be completed and submitted to LEFTA Systems within (2) weeks of the kick-off meeting. Once received, LEFTA Systems will configure selected application(s) and train the client within the remaining four (4) weeks. Client may prioritize applications they wish to implement first; however, this does not change the allowed time of 6-weeks. If client delays or chooses to postpone the completion of individual applications during the initial submission, an additional fee of $500 per application will be charged to customize them later.*

During the project timeline, it is the Client's responsibility that LEFTA Systems will have continued access to Client's project manager for any follow-up questions. Client must ensure they are available within the 6-week timeframe for training, failure to do so may result in additional fees and/or reallocation of resources.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 16th day of August, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

INTERNATIONAL BUSINESS INFORMATION
TECHNOLOGIES, INC., a Florida corporation d.b.a. LEFTA
Systems

_____

By: _(signature)_

William C. Brand, Mayor

Name: Bryan Selzer
Title: CEO

ATTEST:

APPROVED:

_____
Eleanor Manzano, City Clerk

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney