CONTRACT FOR PROFESSIONAL SERVICES TO PROVIDE CLOUD BASED DATA SOURCE INTEGRATION OF LAW ENFORCEMENT APPLICATIONS

BETWEEN THE CITY OF HERMOSA BEACH AND PEREGRINE TECHNOLOGIES, INC.

This AGREEMENT is entered into this 10th day of June, 2025, by and between the CITY OF HERMOSA BEACH, a California general law city and municipal corporation ("CITY") and Peregrine Technologies, a Delaware corporation ("CONSULTANT"). CITY and CONSULTANT may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement.

R E C I T A L S

A. The City desires to integrate all police department data from their source databases into one convenient and secure application to provide its officers and personnel an efficient application to assist in the carrying out of their duties.

B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1 CONSIDERATION AND COMPENSATION. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT a total of $122,815, for CONSULTANT's services, unless otherwise specified by executed written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

2 SCOPE OF SERVICES. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3   PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY by no later than the 10th day of each month, its invoice for services itemizing the specific tasks performed, for work that includes deliverables, the fees, and reimbursable costs incurred during the previous month. Additionally, invoices shall include the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."

4   TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended, modified, or otherwise changed, in writing by the CITY.

5   FAMILIARITY WITH WORK.   By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6   KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Jordan Karasik. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7   TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both Parties and shall expire on May 27, 2025, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by the Parties.

8   CHANGES.   CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties. Any changes to the data sources to be integrated shall require mutual agreement of the Parties in writing.

9   TAXPAYER IDENTIFICATION NUMBER.   CONSULTANT will provide CITY with a Taxpayer Identification Number.

10 PERMITS AND LICENSES. CONTRACTOR will obtain and maintain, during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11 TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing and provided at least sixty (60) days in advance of the termination date.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination. CONSULTANT shall not retain any of CITY's data, credentials, information, or other materials provided during the performance of this Agreement.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12 INDEMNIFICATION. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees, and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13 ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14 INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15 <u>AUDIT OF RECORDS</u>**.** CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

CONSULTANT will keep all books, records, accounts, and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16 <u>CORRECTIVE MEASURES.</u> CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17 <u>INSURANCE REQUIREMENTS.</u>

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
   1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
   2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
   3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.
   4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars

($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
   1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
   2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
   3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
   4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
   5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
   6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 16 above.

G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

18 USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19 FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished, or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20 CORRECTIONS.   In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21 NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for

payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22 <u>NOTICES</u>. All formal communications to either Party by the other Party, as it relates to modifications, termination, defaults, or other demands relating to rights or duties under this Agreement, will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach	Peregrine Technologies, Inc.
1315 Valley Drive	5716 Corsa Avenue, Suite 110
Hermosa Beach, CA 90254	Westlake Village, CA 91362
ATTN: Captain Eric Cahalan	ATTN: Jordan Karasik

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Any change of names or addresses must be noticed, in writing, to the other Party within thirty (30) days of the change. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

A. <u>SOLICITATION</u>. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

B. <u>THIRD PARTY BENEFICIARIES</u>. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

C. <u>INTERPRETATION</u>. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

D. <u>ENTIRE AGREEMENT</u>. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

E. <u>RULES OF CONSTRUCTION</u>. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

F. <u>AUTHORITY/MODIFICATION</u>. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all Parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

23 <u>ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES</u>. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

24 <u>COUNTERPARTS</u>. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

25 <u>SEVERABILITY</u>. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

26 <u>Headings Not Controlling</u>. Headings used in this agreement are for reference purposes only and shall not be considered in construing this Agreement.

27 <u>FORCE MAJEURE</u>. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

28 <u>TIME IS OF ESSENCE</u>. Time is of the essence to comply with dates and schedules to be provided.

29 <u>ATTORNEY'S FEES.</u> The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

30 <u>STATEMENT OF EXPERIENCE</u>. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability,

personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

OWNERSHIP OF DOCUMENTS. It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT, but any re-use of such documents by the CITY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the CITY. Nothing in this Section shall be construed to transfer any intellectual property rights of the CONSULTANT.

31 DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "consultant" for the purposes of the California Political Reform Act because CONSULTANT's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by the CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the CITY's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT's disclosure obligations in accordance with the CITY's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "consultant" for the purpose of the California Political Reform Act because CONSULTANT's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the CITY's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

32

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH   CONSULTANT

_____   By: _____
Acting City Manager, Joe SanClemente   Nick Noone, Chief Executive Officer

ATTEST:

                                                                            38-4083465
_____   _____
Myra Maravilla, City Clerk   Taxpayer ID No.

APPROVED AS TO FORM:

_____
Todd Leishman, Interim City Attorney

Exhibit A
Scope of Work
PEREGRINE STATEMENT OF WORK AND PRICING

PREPARED FOR: HERMOSA BEACH POLICE DEPARTMENT

APRIL 22, 2025

Scope & Description of the Peregrine Service Applications

The Peregrine platform (the "Service," "Peregrine"), is a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from Hermosa Beach Police Department (HBPD)-defined data sources. Under this scope of work, Peregrine will integrate data from the following HBPD sources:

- Tiburon CAD, Mark43 RMS, Axon Evidence.com, Axon LPR, Hanwha CCTV Cameras, Crossroads Crash Data, Laserfiche Document Management, and Genetec LPR

For LPR data, this scope of work supports 30-day retention of detections and up to 50 million annual detections.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives. Additionally, this scope of work allows for an unlimited number of users from HBPD to access and utilize Peregrine.

The platform performs several critical functions, including data integration, search and information retrieval, advanced analytics, data management, reporting, data exchange and sharing, access control, audit logging, and security.

The Peregrine platform provides an efficient method for turning large amounts of raw data into actionable information. Peregrine does not provide nor create new data for its customers—our platform integrates existing data and makes it available to end users in a decision-ready state.

Data Integration & Modeling

The HBPD has volumes of valuable data, but that value cannot be unlocked because data is scattered across separate systems, siloed in ways that prevent it from being understood and analyzed together. The Peregrine platform is built to rapidly integrate, clean, transform, and model large amounts of raw data from disparate systems and continuously surface actionable information while reducing manual processing needs.

Peregrine Unlocks Data Sources by Integrating Them into a Single, Secure Platform
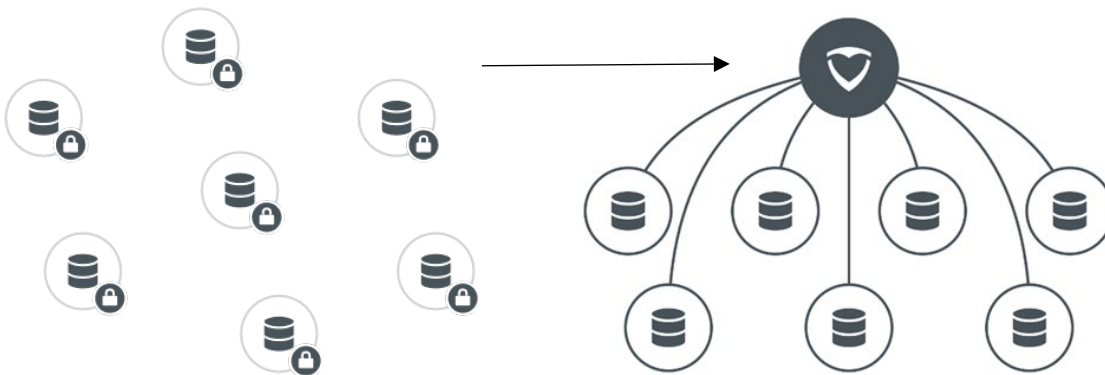
The platform securely integrates data in near-real time to ensure that users have the most current and reliable information when and where they need it. As data flows into the platform, granular security controls, retention policies, and changes from underlying systems are continuously monitored and applied.

As soon as data enters the platform, it is mapped to an agency-specific data model that is molded to the unique operations of the HBPD. This data model provides a dynamic representation of all data – entities, locations, events, and the links between them. Harmonizing multi-source data into one data model allows users to smoothly analyze data without requiring a technical understanding of the underlying source systems themselves.

The data model is a dynamic layer of the Peregrine platform, one that can evolve and adapt in response to changes in the HBPD's underlying data systems, even as those systems are upgraded or swapped out.

Search & Information Retrieval

Once data is integrated into the Peregrine platform, it is immediately accessible through front-end applications. Personnel can easily search for data and filter based on criteria relevant for their investigations, analysis, or other workflow. The Peregrine platform is intuitive to use, allowing personnel of varying technical abilities, skillsets, and functions to surface information that is relevant to them and streamline their unique search workflows.

The platform is designed to be walk-up usable; new users of the platform can immediately surface, analyze, and action data by navigating the platform's intuitive user interface and applications. These users have multiple ways to surface and view relevant

information, allowing them flexibility to approach questions and decisions in ways that best suit them. These features mean that users arrive at answers more quickly and with greater accuracy, saving time and effort.

Exploration, Visualization, & Reporting Tools

The Peregrine platform provides a powerful suite of tools for the exploration, visualization, and reporting of data. These tools enable personnel to create dynamic data products and reports—such as interactive maps, network graphs, and dashboards—that automatically update as new data flows into the platform. Personnel can smoothly move data between analytical tools, viewing the same data in different modalities without having to log into different systems or applications. The following subsections provide more information regarding these analysis tools.

Geospatial Analysis Tool. To better understand geographical assets, events, and trends, the Peregrine platform includes an interactive Map application. The Map allows users to conduct visually intuitive geographical analysis on all agency data, both historical and in real-time. Users can surface trends, make connections, filter to areas of interest, drill into specific events, particular time periods, and add new layers of relevance on top as needed. The Map is designed for next-generation geographic contextual and situational awareness, allowing users to explore and answer specific questions with the most relevant data. The Map is intuitive for all personnel whether they are consuming pre-built analyses, conducting ad-hoc searches, or creating complex geospatial products from scratch.
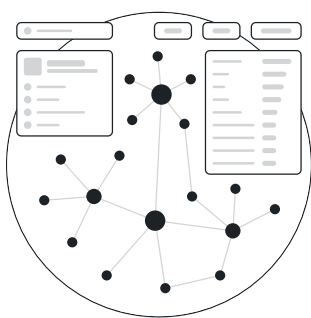
Link Chart Analysis Tool. The platform's Link Chart aids in the discovery and visualization of connections between otherwise disconnected data. The Link Chart allows users to discover links between people, places, entities, and events across one or multiple degrees of separation. Peregrine's platform also automatically extracts links from both structured and unstructured data to illuminate connections between people, places, events, documents, and media data without requiring manual processing. For example, an address written in narrative form within a scanned document can be automatically linked to a person living at that address or to a vehicle registered there.

Reports & Dashboards. The platform's report and dashboard applications provide configurable, real-time executive summaries to inform situational awareness, statistical analysis, and decision making. Reports and dashboards are configurable to meet the unique needs and visual preferences of individual users. All reports and dashboards are directly connected to real-time data feeds, empowering users to drill down from high-level summary information to the most granular context with a single click. Once a user creates a dashboard, they can continue to use it indefinitely—and share it as needed.

Temporal Analysis Tool. By centralizing data—and all associated metadata—from data systems, users can understand and surface trends over time. Through an intuitive interface, users can analyze how, e.g., calls for service or types of incidents vary by day of week and time of day. Peregrine supports robust search and query capabilities at the day of week and hour of day level, enabling users to conduct analysis over specific units, in specific shifts, at specific locations. As a result, organization can make more informed, data-backed resourcing decisions to more effectively meet mission outcomes.

Real-Time Alerting. With all data centrally located, users can receive real-time notification on new data from any source system. The Peregrine platform's alerting technology can notify specific users if a pre-defined data entity was added or removed, viewed, downloaded, renamed, or shared. This includes geo-fenced areas or user-defined polygons. For instance, if a neighborhood is experiencing a trend in a type of crime, a Peregrine user can create an alert through the platform's "follow" feature. If another similar crime occurs in the defined area, a real-time notification will be sent to all users following this alert via email, SMS, or both.

Mobile Application.

The Peregrine Mobile application has many of the same capabilities as our web-based platform and includes the ability to: search across siloed data systems; rapidly visualize and analyze data with a variety of analytical tools (maps, tables, etc.), securely chat and send information between personnel and teams, and configure custom alerts. Peregrine's Mobile application is protected through two-factor authentication, including biometric authentication, and all data in the application is fully secured and encrypted to ensure CJIS compliance. This Mobile application is available on both iOS and Android devices.

Permission-based Collaboration & Sharing

The Peregrine platform provides features for secure collaboration and sharing that will enable the HBPD to build deeper, trusting partnerships with local and regional stakeholders, including the City's leadership and the broader community. The platform's granular access and usage control capabilities prevent unauthorized or inappropriate use or sharing of sensitive data while allowing agencies and departments to share information with their partners in a deliberate, precise, and auditable manner.

Collaboration in the Peregrine platform extends beyond simple data sharing; it also allows for multiple users to work within the same application at the same time across multiple devices and

locations. The platform's collaboration features compound the value of users' work by dynamically connecting them in real time with other users who are working with or interested in the same data. In this way, the Peregrine platform generates opportunities for users to improve the quality and speed of their answers by connecting them to users who are asking the same question.

Peregrine's collaboration features will allow HBPD users to share information available in Peregrine with authorized external users (e.g., other neighboring law enforcement agencies) even if those users' organizations do not have their own Peregrine software licenses.

Implementation and Delivery Methodology

Peregrine engages with our customer via fixed-price, annual licenses. A Customer's license includes all needed implementation and delivery support to achieve project objectives.

Implementation team. Peregrine implementation teams consist of software engineering, product development, human-centered design, user engagement, and training experts. The Peregrine implementation team will provide the Customer continuous support and collaborate closely with the Customer to provide use case development, data modeling, data integration, training curriculums, use case / workflow development, and continuous support. This team is committed to ensure that the Peregrine platform is quickly deployed, securely configured, and adopted for its intended purpose.

Solution Timeline & Implementation Model. Each Peregrine platform implementation consists of four steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within 90 days.*

Milestone	Delivery	Deliverable
1 – Kickoff and Scoping	Week 2	1. Determine priority order of data integrations and user groups 2. Facilitate Peregrine team access to data sources and initial users 3. Set up project team and steering committee
2 – Data Integration, Data Modeling, and User Discovery	Month 1	1. Deploy the Peregrine platform 2. Ingest, integrate, transform, model, and validate data sources 3. Configure permission controls 4. Introduce platform to the first set of users 5. Conduct 45-day steering committee review
3 – Real-time Workflows and Analytics	Month 2	1. Initiate user training 2. Develop and implement user and team-specific workflows

4 – Operationalization and Next Steps	Month 3	1. Continue collecting feedback and improve user workflows 2. Validate work based on actionable results 3. Identify next steps 4. Conduct 90-day steering committee review (quarterly thereafter)

* Integration timelines provided are from date of access to relevant networks and data sources.

Peregrine's implementation team will work with HBPD to get access to appropriate networks and data sources in a timely manner and requires support from the Customer to facilitate such access.

Required Assistance from Customer IT. Under this scope of work, Peregrine will be integrating sources of information that are hosted on premises within HBPD's network and sources that are third-party, cloud hosted systems. Peregrine requests the following support from HBPD IT. The methods outlined below are Peregrine's preferred methods of connecting to relevant networks and systems. Should any of those methods be unavailable, Peregrine will work with HBPD IT to determine the most efficient and effective methods to allow for data access.

- Enable access to HBPD's network by, among other things, enabling an IPSec tunnel that enables Peregrine's access to necessary systems hosted within HBPD's network;

- enable access to HBPD's identity and access management (IDAM) solution in order to enable synchronization with HBPD's login credentials;

- provide read-only accounts to all in-scope HBPD-managed and hosted systems (e.g., RMS, CAD) provide or facilitate the provision to accounts to all in-scope third-party managed and hosted systems (e.g., Evidence.com)

Support Methodology

Peregrine provides ongoing support to the Customer on a 24x7x365 basis as part of the annual term license. The Peregrine platform includes an integrated support feature by which users can file support issues or ask questions. Additionally, self-help user guides are available in the Peregrine Knowledge Base, designed to answer frequently asked questions and provide walk through guides of common workflows.

System Availability

During any calendar month, the Peregrine system shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the system, provided that Peregrine is not responsible for any downtime of the applications or software caused by third party data services (e.g., RMS databases). Peregrine shall provide prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the system, as well as periodic updates during the unscheduled downtime regarding Peregrine's progress in remedying the unavailability and the estimated time at which the system shall be available.

Issue Response and Resolution

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix	Status Updates
1	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

- **"Severity level 1 error"** means any system error that, for fifty percent (50%) or more of HBPD's users, renders the system or any material portion of the system inoperative, or materially impairs use of the system in a production environment.

- **"Severity level 2 error"** means any system error that, for fifty percent (50%) or more of HBPD's users, substantially impairs use of one or more features or functions of the system.

- **"Severity level 3 error"** means any system error that, for fifty percent (50%) or more of HBPD's users, has a minimal impact on the performance or operation of the system.

Pricing

Service Fee: The following fee schedule is available to the Customer if the Contract is signed on or before June 17th, 2025. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of $60,500 annually for the Term as follows:

a. **Initial Term:** $60,500 within 30 days of the Effective Date

The Customer has the option to continue use of the Service for up to one optional annual term as follows:

Option Year 1: $62,315 within reasonable time of the completion of the integration system and services found under Exhibit A.