



**CITY OF ELK GROVE  
CITY COUNCIL STAFF REPORT**

**AGENDA TITLE:** Adopt resolution dispensing with the formal request for proposal procedure pursuant to Elk Grove Municipal Code Section 3.42.188(B)(3) and authorizing the City Manager to execute an agreement with Peregrine Technologies, Inc., for the purchase of an Integrated Real-Time Operations Platform, in an amount not to exceed \$286,500, or other such amount as may be directed by the City Council, through October 31, 2028

**MEETING DATE:** September 10, 2025

**PREPARED BY:** Fauna Shrago, Senior Management Analyst

**DEPARTMENT HEAD:** Robert Davis, Chief of Police

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**RECOMMENDED ACTION:**

Staff recommends that the City Council adopt a resolution dispensing with the formal request for proposal procedure pursuant to Elk Grove Municipal Code (EGMC) 3.42.188(B)(3) and authorizing the City Manager to execute an agreement with Peregrine Technologies, Inc., for the purchase of a Real-Time Operations Platform in an amount not to exceed \$286,500, through October 31, 2028 (Contract).

**BACKGROUND INFORMATION:**

The Elk Grove Police Department (EGPD) Real-Time Information Center (RTIC) supports the Department by gathering and analyzing intelligence to aid in active investigations, in-progress calls for service, and crime prevention. Serving as a central hub, the RTIC supports active investigations, field operations, and crime prevention efforts by collecting and disseminating real-time information to officers and investigators, resulting in more efficient and informed responses communitywide.

The RTIC has steadily expanded since it first launched in 2019, incorporating new technologies to meet the evolving needs of both the Department and the community. Like many law enforcement agencies across the state and nation, EGPD faces the growing challenge of managing and synthesizing large volumes of data from disconnected systems. To address this, law enforcement agencies are increasingly adopting integrated platforms that consolidate information from computer-aided dispatch (CAD), records management systems (RMS), body-worn camera footage, and evidence management systems. EGPD seeks to enhance its research and investigative capabilities by implementing a similar, centralized solution tailored to its operational environment, enabling improved situational awareness and more coordinated responses to critical incidents. The centralized platform will also position the RTIC and other EGPD authorized personnel, including dispatch, detectives and field personnel, to immediately surface and identify actionable intelligence for in-progress calls for service and investigations.

With a centralized, integrated real-time operations platform in place, the RTIC and other EGPD authorized personnel will be equipped to generate interactive maps, network graphs, and dynamic dashboards that display live incident data, crime trends, and potential threats. The platform will also improve time-critical coordination by enabling real-time data sharing across dispatch, patrol, and investigative units, as well as with authorized partner law enforcement agencies. By streamlining access to critical information and automating key workflows, a centralized platform will allow EGPD to respond more efficiently to evolving incidents, improve interagency collaboration, and strengthen overall public safety operations.

### **ANALYSIS/DISCUSSION:**

The EGPD is seeking to enhance its RTIC by implementing a centralized, integrated real-time operations platform. The RTIC is a dedicated function within EGPD that supports active investigations, field operations, and crime prevention efforts through real-time information gathering, analysis, and dissemination.

To meet this need, staff has identified Peregrine Technologies, Inc. (Peregrine) as the provider of a proprietary cloud-based, centralized platform designed specifically to support the operational goals of the RTIC. Peregrine's platform will serve as the foundation for the RTIC's data integration and situational awareness capabilities, enabling EGPD to access and synthesize information across a wide range of sources in real time.

The Peregrine platform aggregates data from various technologies currently used by EGPD, including CAD, RMS, surveillance and traffic cameras, as well as other local law enforcement databases. This data is consolidated into a single, interactive dashboard that is accessible to authorized EGPD public safety personnel.

Key features of the Peregrine platform include real-time mapping, analytics, alerting, and access to historical records, all of which support timely decision-making and intelligence-led investigations. The Peregrine platform also facilitates seamless collaboration across jurisdictions by allowing EGPD to access data shared by other California law enforcement agencies.

While the RTIC currently utilizes a variety of tools and systems to support operations, it does not yet have a fully unified platform that integrates data from all sources in real time. This partial integration can limit the speed and efficiency with which information is accessed, shared, and acted upon, particularly during fast-moving incidents. Implementing Peregrine will modernize the RTIC's operational infrastructure by centralizing data access, enhancing coordination across units, and supporting a more effective and responsive public safety strategy.

This proposed investment represents a significant step in the City's efforts to enhance public safety through technology. By equipping the RTIC and other EGPD authorized personnel with a powerful, integrated platform, the City will strengthen its investigative capabilities, improve real-time situational awareness, and support the safety of both officers and the community.

To confirm the competitiveness of Peregrine's proposed pricing, staff conducted informal market research by reviewing public contracts and engaging with other California law enforcement agencies currently using the Peregrine platform. This research confirmed that the pricing offered to the City is consistent with, and in some cases more favorable than, that offered to similarly sized agencies, with no identified equivalent alternatives.

Elk Grove Municipal Code Section 3.42.188(B)(3) states the City Council may dispense with the formal request for proposal procedure when, in the judgment of the City Council, compliance with the procedure is not in the best interest of the City. For the reasons outlined above, staff believes that initiating a formal request for proposal process would not be in the best interest of the City. The associated expenditure of time and resources is not expected to result in an outcome more advantageous to the City. Staff therefore recommends that the City Council dispense with the formal request

for proposal procedure and authorize the City Manager to execute an agreement with Peregrine Technologies for the purchase and implementation of the Peregrine platform.

**ALTERNATIVE ACTIONS:**

As an alternative, the City Council could direct staff to initiate a formal request for proposal process. Staff believes a formal procurement process would not result in identifying additional companies available to provide a similar comprehensive, integrated real-time platform compatible with existing tools used by the RTIC. Staff also believes it would not result in pricing that is more beneficial than the pricing offered by Peregrine. Therefore, staff does not recommend this alternative.

**FISCAL IMPACT:**

Specialized integrated real-time web services are incorporated in the citywide budget process. The annual cost for the Peregrine platform will be \$95,500 per service year at the rates outlined in the Contract. There is sufficient funding in the Police Department's Measure E budget for this expense.

**ATTACHMENTS:**

1. Resolution
2. Contract for Services

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
DISPENSING WITH THE FORMAL REQUEST FOR PROPOSAL PROCEDURE  
PURSUANT TO ELK GROVE MUNICIPAL CODE SECTION 3.42.188(B)(3) AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH  
PEREGRINE TECHNOLOGIES, INC. FOR THE PURCHASE OF AN INTEGRATED  
REAL-TIME OPERATIONS PLATFORM IN AN AMOUNT NOT TO EXCEED \$286,500,  
THROUGH OCTOBER 31, 2028**

**WHEREAS**, the Elk Grove Police Department’s Real-Time Information Center (RTIC) is a dedicated function within the Department that supports active investigations, field operations, and crime prevention efforts by collecting and disseminating information from a variety of sources; and

**WHEREAS**, the RTIC currently utilizes a variety of tools and systems to support operations that are not yet fully integrated to enable data dissemination from all sources in real time, limiting the speed and efficiency with which information is accessed, shared, and acted upon; and

**WHEREAS**, Peregrine Technologies, Inc. (Peregrine) provides an integrated real-time operations platform that will modernize the RTIC’s infrastructure by centralizing data access, enhancing coordination across units, and supporting a more effective and responsive public safety strategy; and

**WHEREAS**, implementation of the Peregrine platform will enhance situational awareness, officer safety, and coordination of real-time field operations, thereby strengthening the City’s overall public safety infrastructure; and

**WHEREAS**, staff conducted informal market research, reviewed pricing comparisons with other agencies, and determined that Peregrine is competitively priced and uniquely positioned to meet the City’s needs with no identified equivalent alternatives; and

**WHEREAS**, for the reasons presented, undergoing a formal request for proposal procedure is not in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby dispenses with the formal request for proposal procedure pursuant to Elk Grove Municipal Code Section 3.42.188(B)(3), and authorizes the City Manager to execute an agreement with Peregrine Technologies, Inc., in substantially the form presented, for the purchase and implementation of an Integrated Real-Time Operations Platform in an amount not to exceed \$286,500 through October 31, 2028.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 10<sup>th</sup> day of September 2025.

\_\_\_\_\_  
BOBBIE SINGH-ALLEN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JASON LINDGREN, CITY CLERK

\_\_\_\_\_  
JONATHAN P. HOBBS,  
CITY ATTORNEY

# CITY OF ELK GROVE



CONSULTANT CONTRACT FOR  
PEREGRINE TECHNOLOGIES, INC.  
Cloud-Based Management Platform

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2025, by and between City of Elk Grove, a municipal corporation (the “City”) and Peregrine Technologies, Inc., a Delaware corporation registered with the California Secretary of State (the “Consultant”), collectively referred to as the “Parties.”

### WITNESSETH

WHEREAS, Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

#### **1. SCOPE OF SERVICES**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

#### **2. TERM OF CONTRACT**

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on October 31, 2028, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to modify the Scope of Work and/or extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

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**3. SCHEDULE FOR PERFORMANCE**

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City Manager, or the City Manager’s authorized representative. Consultant’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

**4. COMPENSATION**

A. Consultant shall be paid as set forth in **Exhibit C**, “Compensation and Method of Payment,” attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed Two Hundred Eighty-Six Thousand Five Hundred Dollars (\$286,500.00), without City’s prior written approval. Said amount shall be paid upon submittal of an invoice showing completion of the tasks, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant’s performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

**5. NOTICES**

A. Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

City of Elk Grove  
Attn: City Attorney’s Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

Consultant shall serve the City notice in writing by certified mail prior to a change of address. The notice shall include the new address where notices and communications related to the Agreement may be sent, the point of contact for the Agreement, and include the point of contact’s phone number and email address.

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B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

Peregrine Technologies, Inc.  
Attn: Nicholas Noone  
71 Stevenson Street, Suite 700  
San Francisco, CA 94105

## **6. PROFESSIONAL SERVICES**

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

## **7. INDEPENDENT CONTRACTOR**

It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

A. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

B. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

C. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

D. Any third-party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

E. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

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## **8. AUTHORITY OF CONSULTANT**

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

## **9. CONFLICT OF INTEREST**

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

## **10. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

## **11. TERMINATION**

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses,

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drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

## **12. FUNDING**

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

## **13. NOTICE TO PROCEED**

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

## **14. EXTENSIONS OF TIME**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

## **15. PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

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C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

## **16. COMPLIANCE WITH LAW**

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

## **17. REPRESENTATIONS**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent Consultant before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

## **18. APPROVAL OF STAFF MEMBERS**

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

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## **19. ASSIGNMENT AND SUBCONTRACTING**

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

## **20. MATERIALS CONFIDENTIAL**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

## **21. LIABILITY OF CONSULTANT—NEGLIGENCE**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

## **22. INDEMNITY AND LITIGATION COSTS**

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of

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Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Consultant shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

**23. EVIDENCE OF INSURANCE COVERAGE**

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	Requirement extends 1 year past contract expiration

\*\*\***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.**

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated herein by reference, as **Exhibit E**.

**24. EVIDENCE OF INSURANCE COMPLIANCE**

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to

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City. City may designate an insurance certificate processor (“Processor”) to accept and process Consultant’s proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

## **25. EMPLOYMENT PRACTICES**

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

## **26. UNAUTHORIZED ALIENS**

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by City in connection therewith.

## **27. LICENSES, PERMITS, AND OTHER APPROVALS**

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

## **28. RECORDS AND INSPECTION**

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

## **29. MISCELLANEOUS PROVISIONS**

A. Attorneys’ Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys’ fees and all litigation expenses, including, but not limited to expert’s fees and disbursements.

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B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Consultant that any such person or entity, other than City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

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K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies against the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

### **30. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

[SIGNATURE CONTINUED ON NEXT PAGE.]

City of Elk Grove  
**Peregrine Technologies, Inc.**  
Re: Cloud-Based Management Platform



AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Parties as follows:

Approved to as form:

**CONSULTANT**

By: \_\_\_\_\_  
Attorney for Consultant

By: Nicholas Noone  
Nicholas Noone, President & CEO

Approved as to form:

**CITY OF ELK GROVE**

By: Suzanne Kennedy  
Jonathan R. Hobbs, City Attorney

By: \_\_\_\_\_  
Jason Behrmann, City Manager

Attest to:

By: \_\_\_\_\_  
Jason Lindgren, City Clerk

Dated: \_\_\_\_\_

City of Elk Grove  
**Peregrine Technologies, Inc.**  
Re: Cloud-Based Management Platform



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## EXHIBIT A

### Scope of Work

1. **License and Access.** Consultant shall provide the Elk Grove Police Department (“EGPD”) with a license to access the proprietary, cloud-hosted Consultant real-time decision and operations management platform (“Consultant Platform”) for use by the EGPD.
2. **User Access.** Authorized EGPD employees with an @elkgrovepd.org or @elkgrove.gov email domain shall have 24-hour a day, 7 days a week (“24/7”) access to the Consultant Platform. Consultant shall provide an unlimited number of authorized users without restriction.
3. **Platform Functionalities.** The Consultant Platform shall include, but is not limited to, the following capabilities:
  - a. Facilitate automated data sharing and receipt with other California law enforcement agencies participating in the Consultant Platform (the “Approved Law Enforcement Network”).
  - b. Integrate with third-party systems used by EGPD, including, without limitation, Mark43 CAD, Mark43 RMS, AXON Evidence.com (including body-worn camera footage and all other media files or documents stored therein), and other compatible applications. All integrations must allow full access via application programming interface (API). Additional integrations or functionalities that result in increased fees that exceed the total amount of this Contract require a written amendment.
  - c. If available, the Consultant Platform shall be accessible via dedicated mobile applications for iOS and Android. Consultant shall provide EGPD with access to any mobile apps as part of the licensed service. Mobile apps shall offer functionality consistent with the web platform, subject to technical limitations of mobile devices.
  - d. Centralize and connect data with embedded robust security and permissions management.
  - e. Unify, analyze, and visualize data from disparate systems to identify trends, support tactical decision-making, and provide real-time operational insight.
  - f. Perform rapid search and analysis across datasets.
  - g. Present results and historical queries in an intuitive dashboard with timeline-based visualization.
  - h. Support multi-language text analysis, and optical character recognition technology
  - i. Operate fully as Software-as-a-Service (SaaS), with no local hardware requirements.
  - j. Be cloud-hosted, with Consultant installing no equipment on EGPD’s network.

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- k. Be compatible with Windows 10/11, macOS, and accessible via modern web browsers (Chrome, Firefox, Safari, Edge).
  - l. Be Azure-certified and support Single Sign-On (SSO) and two-factor authentication.
  - m. Include user access to authorized EGPD personnel.
4. **Security Requirements.** Consultant shall ensure compliance with the Criminal Justice Information Services (CJIS) Security Policy, as published by the U. S. Department of Justice, Federal Bureau of Investigation, for all data and system interactions.
5. **Project and Account Management**
- a. EGPD shall assign a Project Manager to oversee deployment and implementation.
  - b. Consultant shall assign an Implementation Project Manager and provide contact information.
  - c. Consultant shall designate a dedicated Account Manager to support onboarding and ongoing needs.
6. **Training and Use Rights.**
- a. EGPD shall be able to:
    - i. Access and use the Consultant Platform without restriction.
    - ii. Reproduce documentation for internal use.
    - iii. Download, install, and use client-side software solely for internal business purposes. "Client-side software" means any software in source or object code form that Consultant makes available for use in connection with the Service, including Consultant's mobile application(s).
  - b. Consultant shall:
    - i. Provide onboarding and training services.
    - ii. Issue authentication credentials upon authorized request;
    - iii. Offer telephone and standard technical support during regular business hours.
    - iv. Provide all necessary facilities and equipment for service delivery.
7. **Maintenance and Support**
- a. Consultant shall offer help desk support via web portal, email, and online chat, during regular business hours.
  - b. Consultant shall implement software updates as new versions become available.

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8. **Access and Facility Use**

- a. EGPD shall allow Consultant access to facilities as needed for implementation, training, support, and related services, and ensure offsite access to EGPD Data and systems.
- b. Consultant personnel shall comply with applicable EGPD policies, specifically, Policy No. 205: Building Access and Security Policy, and Policy No. 812: Protected Information, which are attached hereto and incorporated herein by reference as Attachment 1 to Exhibit A (“City Policies”).

9. **Third-Party Products**

- a. Consultant may integrate or provide access to third-party products, which are governed by their own terms. Consultant makes no warranties regarding third-party products.
- b. By authorizing integration, EGPD warrants it has the right to permit Consultant to access such data.

10. **Open Source Components**

- a. Certain software components may include open-source libraries (“Open Source Components”). Upon request, Consultant shall provide a list of such components.
- b. Open Source Components are governed by their respective licenses, which may supersede certain restrictions of this Agreement. Consultant will comply with all applicable license obligations, as may be required.

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**ATTACHMENT 1 TO EXHIBIT A**

**CITY POLICIES**

Policy 205 – Building Access and Security

Policy 812 – Protected Information

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Policy  
**205**

**Elk Grove Police Department**  
Elk Grove PD Policy Manual

## **Building Access and Security**

### **205.1 PURPOSE AND SCOPE**

The purpose of this policy is to establish building access for city employees, visitors and vendors without compromising the security of the police department building(s) and property. Access has been established consistent with protecting evidence, records, sensitive documents, equipment and property that is in the control of the police department and/or individual police employees.

### **205.2 CITY AND POLICE EMPLOYEE ACCESS**

The terms "access card" and "identification card" are used interchangeably in the administration of this policy.

Security Officers are responsible for administrating Live Scan checks and creating/assigning access cards.

Service Center staff will advise police employees when guests have arrived, and are waiting in the lobby. The PD employee will respond to the lobby to greet and escort the visitor/vendor to the location necessary, providing supervision until the task is completed and the visitor/vendor is escorted out of the building. Visitors/vendors will not be left in break rooms, conference room or other rooms unescorted. When practical, direct visitors/vendors to the public restrooms. Propping doors and gates open for ease of entrance/exit is not permitted.

Each employee shall be issued two (2) identification cards at the beginning of employment. See section 205.4 for lost cards.

All city/police employees shall wear their city/department issued identification/access cards while on city property in a manner that is clearly visible. Cards with blue "POLICE" lettering have been designed for police staff use. Staff members in uniforms are not required to display an identification card.

Police Access Cards - for the purpose of this policy Police Access includes:

- (a) All police department employees - including VIPS and part time interim employees
- (b) Code Enforcement and Administrative staff
- (c) Domestic Violence and Child Protective Service Advocates
- (d) City of Elk Grove Facilities employees

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(e) Janitorial Staff

(f) CCSD Fire Chief/ Fire Investigators

Access for Police Department employees includes:

(a) 8400 Building - entrance/exit doors, hallways, Service Center, Dispatch Center, conference rooms and Council Chambers.

(b) 8380 Building - North and South (suite 201 & 202) entrance/exit doors, hallways, briefing room, gym, transcription and conference rooms.

(c) 8380/8400 Gate - secure parking lot. Laguna Springs gate and all pedestrian gates.

(d) 8401 entrance /exit doors, hallways, conference rooms

(e) Fleet Facility & Gate - entrance/exit doors, locker rooms, hallways, property processing area.

(f) Corporation yard - entrance/exit doors

(g) CSD Fire Chief/Arson Investigators

#### 205.2.1 SPECIALIZED POLICE EMPLOYEE AREAS

(a) **Armory** - Main Armory at Iron Rock Fleet Facility.

Employees Having Access - Range Master, SWAT Team Members, Facility/Fleet Manager.

(b) **Property and Evidence** - Warehouse, (8400), Marijuana Storage (Iron Rock Fleet Facility), Bulk Bike outdoor storage, evidence drying (Iron Rock Fleet Facility), Locker Processing area (8380).

Employees Having Access - Property and Evidence Manager and Technicians.

(c) **CSI** - Forensic Lab and processing area.

Employees Having Access - Investigation Sergeants & CSI technicians.

(d) **Information Technology** Equipment, server & storage rooms in 8380, 8400, Iron Rock Fleet Facility, 911 server room, Iron Rock electrical closet, outside utilities closet.

Employees Having Access - IT Manager, System Administrator, Analyst, Technicians including City Staff of comparable job function.

(e) **Dispatch** - Door from Dispatch Center to computer/phone room.

Employees Having Access - Support Services Manager, Dispatch Manager, Dispatch Supervisor, Dispatchers.

(f) **Records** - Door from Service Center into Records

Employees Having Access - Support Services Manager, Records Personnel, Security officers and VIPS assigned to Records Bureau.

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(g) **Safe Room -**

Employees Having Access - Investigations Lieutenant, Sergeants and Detectives assigned to the Investigations Bureau.

(h) **Lactation/Quiet Room**

Employees Having Access - All PD employees; Upon request to the Records Manager, COEG employees may be granted access to the 8400 west entrance and the floor outside of the "quiet room"

**205.2.2 CITY STAFF ACCESS**

Access for City Staff includes:

(a) 8380 North (201) - Department Heads & Assistants, Council Members, Managers, Analysts, City PIO, \*Finance, \*GIS, \*Risk Management, Developmental Services (\* denotes specified staff) Access hours are Monday - Friday 0800-1700.

(b) 8380 North (201) - City Manager, City Attorney - 24/7 access

(c) 8400 - entrance/exit doors, Swainson's Hawk conference entrance/exit door and Council Chambers.

**205.2.3 ACCESS PERMISSION**

Any police or city employee requesting a change in access may make their request directly to the Chief of Police via email. Security Officers are not authorized to deviate from the access listed in this policy.

Changes in employee assignments may be directed to the Service Center Staff by Designated Manger or Commander through email.

Changes in the employee access due to specialized assignments may be directed to the Security Officers at the Service Center, via email, with approval by designated manager or Commander.

**205.2.4 SPECIALIZED CARDS ACCESS**

Specialized Access Cards Kept in Dispatch

Traditional keys and specialized access cards are kept within a key locker located in the Dispatch Center. Refer to Communications Procedure Manual 1.2.12 "Key Locker" for specific cards and further details.

**205.3 GENERAL SECURITY**

Employee Responsibility

It is the responsibility of all employees to be aware of unidentified citizens within the boundaries of city buildings and property. If an employee encounters an individual without city identification or a visitor/ vendor card, they are to question the individual and escort them out of the building or to the lobby area adjacent to the Service Center Front Counter. Department staff may also contact the Security Officer at the Service Center Monday-Friday 0800-1700 hours to question unescorted

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individuals. If the individual creates any type of hazard or security risk is evident, the employee will call the Dispatch Center for dispatch of a Police Officer.

Most visitors and vendors are required to wear a red visitor lanyard and access card while on the premise.

- Yellow Card "" Civilian Observer for use in patrol and/or dispatch (CII check)
- Yellow Card "" Long Term Vendor Continual Use. (Unescorted - Live Scan completed)
- City ID Card "" Police Department Employees Visiting

City of Elk Grove Staff shall wear identification cards displayed in a prominent manner. PD staff should be mindful that many employees working at City Hall are contract employees.

#### **205.3.1 VISITING LAW ENFORCEMENT STAFF**

Ongoing access may be granted to other Law Enforcement Agency representatives assigned to a continuing task force, joint projects or other support activities. Individuals are expected to be in uniform, or to display agency identification. Access requests shall be directed to the Records Manager.

Examples include: Sacramento County Gang Task Force, Sacramento County Narcotic Task Force, Crime Lab technical support, Sacramento County Chaplaincy representatives, CSD Arson Investigators, etc.

Law Enforcement staff visiting the facility for a meeting or instructional type activity requires "minimal escorted supervision" by an EGPD employee. Discretion should be used based on the areas of the building to be accessed, as well as the type and length of the visit. Unescorted access to conference rooms, break rooms, rest rooms is generally acceptable. Escorting staff must remain mindful of areas with CLETS access and where confidential records are stored.

#### **205.3.2 VISITOR TOURS**

The PD employee organizing or assuming responsibility for the Tour will escort the group at all times.

Tour groups will be identified by wearing an "EGPD visitor sticker" adhered to clothing in an easily visible manner. The sticker identifies the individual as part of an "ESCORTED TOUR" and is formatted so the individual's name, date of tour, and the police employee responsible for the tour group can be written on the sticker.

Stickers may be obtained from the Service Center. A template has been posted on sharepoint under Support Services. It is the responsibility of the employee conducting the tour to ensure that each citizen is wearing a sticker with complete information.

Stickers will be used for all tours, including, but not limited to: Service Groups, Neighborhood Watch, Boy & Girl Scouts, etc.

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### 205.3.3 **VENDOR/VISITOR ACCESS**

All Vendor/visitor access cards will be issued in compliance with the following CLETS operating rules:

CLETS operating rules section 1.9.2 (A) states, in part that, "All persons, including private vendor technical and maintenance personnel, with physical access to the CLETS equipment, data accessed via the CLETS or to CORI information are required to undergo a criminal offender records information search pursuant to CCR, Title 11, Division 1, Chapter 7, Article 1 Subsections 703(d) and 707(b).

Continual Use Vendor Access Cards:

Continual use Vendors are not required to check in at the Service Center.

### 205.3.4 **FLEET RELATED ACCESS CARDS**

The Facility Manager is responsible for checking out Vendor Access Cards for access to the Iron Rock Fleet Facility, Fuel Docks and areas where police cars are parked and/or stored. These vendors are unescorted and will not be granted access to the main police facility. (Yellow access card "" no Live Scan "" no access to 8380 or 8400 buildings)

### 205.4 **LOST OR STOLEN IDENTIFICATION/ACCESS CARDS**

Employees/Vendors will report lost/stolen access/identifications cards to a Security Officer as soon as possible. A police report will be filed if the circumstances meet theft requirements. The Security Officers will deactivate the card and will issue the employee a new card. If necessary, the employee may check out a temporary card through the dispatch center. Security Officers are responsible for collecting the temporary cards and returning it to a Dispatch Supervisor. New cards will not be given to the employee until the card obtained through the dispatch center has been returned.

### 205.5 **DEACTIVATING IDENTIFICATION CARDS**

When an employee retires, resigns, or is terminated it shall be the responsibility of their supervisor to contact the Police Records Manager to ensure their access card is deactivated.

### 205.6 **RETIREMENT CARDS**

Any full time retired employee of the Police Department shall receive a retirement card specifically identifying that the individual is "retired". The card will not have access capabilities to any City of Elk Grove facilities.

Information on the retirement card of a sworn member shall include the employee's rank at the time of retirement and whether or not they are authorized to carry a concealed weapon (see EGPD Lexipol Policy 220).

Professional staff retirement cards shall include the job title of the employee at the time of retirement.

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Policy  
**812**

**Elk Grove Police Department**  
Elk Grove PD Policy Manual

**Protected Information**

**812.1 PURPOSE AND SCOPE**

The purpose of this policy is to provide guidelines for the access, transmission, release and security of protected information by members of the Elk Grove Police Department. This policy addresses the protected information that is used in the day-to-day operation of the Department and not the public records information covered in the Records Maintenance and Release Policy.

812.1.1 DEFINITIONS

Definitions related to this policy include:

**Protected information** - Any information or data that is collected, stored or accessed by members of the Elk Grove Police Department and is subject to any access or release restrictions imposed by law, regulation, order or use agreement. This includes all information contained in federal, state or local law enforcement databases that is not accessible to the public.

**812.2 POLICY**

Members of the Elk Grove Police Department will adhere to all applicable laws, orders, regulations, use agreements and training related to the access, use, dissemination and release of protected information.

**812.3 RESPONSIBILITIES**

The Chief of Police shall select a member of the Department to coordinate the use of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Ensuring member compliance with this policy and with requirements applicable to protected information, including requirements for the National Crime Information Center (NCIC) system, National Law Enforcement Telecommunications System (NLETS), Department of Motor Vehicle (DMV) records and California Law Enforcement Telecommunications System (CLETS).
- (b) Developing, disseminating and maintaining procedures that adopt or comply with the U.S. Department of Justice’s current Criminal Justice Information Services (CJIS) Security Policy.
- (c) Developing, disseminating and maintaining any other procedures necessary to comply with any other requirements for the access, use, dissemination, release and security of

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protected information.

- (d) Developing procedures to ensure training and certification requirements are met.
- (e) Resolving specific questions that arise regarding authorized recipients of protected information.
- (f) Ensuring security practices and procedures are in place to comply with requirements applicable to protected information.

#### **812.4 ACCESS TO PROTECTED INFORMATION**

Protected information shall not be accessed in violation of any law, order, regulation, user agreement, Elk Grove Police Department policy or training. Only those members who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the member has a legitimate work-related reason for such access.

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited and may subject a member to administrative action pursuant to the Personnel Complaints Policy and/or criminal prosecution.

##### **812.4.1 PENALTIES FOR MISUSE OF RECORDS**

It is a misdemeanor to furnish, buy, receive or possess Department of Justice criminal history information without authorization by law (Penal Code § 11143).

Authorized persons or agencies violating state regulations regarding the security of Criminal Offender Record Information (CORI) maintained by the California Department of Justice may lose direct access to CORI (11 CCR 702).

##### **812.4.2 RELEASE OF CORI**

Only the persons listed below are authorized to release CORI. Each authorized person releasing CORI is responsible to ensure that each request granted appears legitimate and that the requester is an authorized recipient with a right and need to know.

- (a) Records Manager
- (b) Full-time employees of the Records Bureau
- (c) Dispatchers
- (d) Personnel specifically designated in writing by Division Commanders with the concurrence of the Criminal Records Security Officer

##### **812.4.3 RELEASE OF CORI TO FIELD PERSONNEL**

Personnel shall not have access to CORI until a background investigation has been completed and approved.

CORI shall not be transmitted by radio broadcast or through computer terminals to field personnel or vehicles. Nothing in this procedure is intended to prohibit broadcasting warrant information

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concerning wanted persons or limited release of offense information for officer safety.

### **812.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION**

Protected information may be released only to authorized recipients who have both a right to know and a need to know.

A member who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the Records Manager for information regarding a formal request.

Unless otherwise ordered or when an investigation would be jeopardized, protected information maintained by the Department may generally be shared with authorized persons from other law enforcement agencies who are assisting in the investigation or conducting a related investigation. Any such information should be released through the Records Bureau to ensure proper documentation of the release (see the Records Maintenance and Release Policy).

#### **812.5.1 REVIEW OF CRIMINAL OFFENDER RECORD**

Individuals requesting to review their own California criminal history information shall be referred to the Department of Justice (Penal Code § 11121).

Individuals shall be allowed to review their arrest or conviction record on file with the Department after complying with all legal requirements regarding authority and procedures in Penal Code § 11120 through Penal Code § 11127 (Penal Code § 13321).

#### **812.5.2 TRANSMISSION GUIDELINES**

Protected information, such as restricted Criminal Justice Information (CJI), which includes Criminal History Record Information (CHRI), should not be transmitted via unencrypted radio. When circumstances reasonably indicate that the immediate safety of officers, other department members, or the public is at risk, only summary information may be transmitted.

In cases where the transmission of protected information, such as Personally Identifiable Information, is necessary to accomplish a legitimate law enforcement purpose, and utilization of an encrypted radio channel is infeasible, a MDC or department-issued cellular telephone should be utilized when practicable. If neither are available, unencrypted radio transmissions shall be subject to the following:

- Elements of protected information should be broken up into multiple transmissions, to minimally separate an individual's combined last name and any identifying number associated with the individual, from either first name or first initial.
- Additional information regarding the individual, including date of birth, home address, or physical descriptors, should be relayed in separate transmissions.

Nothing in this policy is intended to prohibit broadcasting warrant information.

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## **812.6 SECURITY OF PROTECTED INFORMATION**

The Chief of Police will select a member of the Department to oversee the security of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Developing and maintaining security practices, procedures and training.
- (b) Ensuring federal and state compliance with the CJIS Security Policy and the requirements of any state or local criminal history records systems.
- (c) Establishing procedures to provide for the preparation, prevention, detection, analysis and containment of security incidents including computer attacks.
- (d) Tracking, documenting and reporting all breach of security incidents to the Chief of Police and appropriate authorities.

### **812.6.1 MEMBER RESPONSIBILITIES**

Members accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk; in or on an unattended vehicle; in an unlocked desk drawer or file cabinet; on an unattended computer terminal).

## **812.7 TRAINING**

All members authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.

### **812.7.1 COMPUTER TERMINAL SECURITY**

Computer terminal equipment capable of providing access to automated criminal offender record information is located in the Records Bureau, the Dispatch Center and in the Detective Bureau to preclude access by unauthorized persons.

No employee shall be authorized to operate computer terminal equipment with access to CORI until the operator has completed the appropriate training.

### **812.7.2 DESTRUCTION OF CORI**

When any document providing CORI has served the purpose for which it was obtained, it shall be destroyed by shredding.

Each employee shall be responsible for destroying the CORI documents they receive.

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### 812.7.3 CUSTODIAN OF CRIMINAL RECORDS

The Records Manager, unless otherwise directed by the Support Services Division Manager, shall be the Department's official Custodian of Criminal Records. The Custodian of Criminal Records shall be responsible for the security, storage, dissemination and destruction of criminal records, and will serve as a primary contact for the California Department of Justice for any related issues. The Records Manager may appoint other department employees to the role of Custodian of Criminal Records, who will share the same responsibilities regarding criminal records.

The Administration will ensure that he/she makes the appropriate applications and notifications to the California Department of Justice regarding the Department's Custodian of Criminal Record appointments, per the requirements of Penal Code § 11102.2.

This subsection is not intended to interfere with any other employee acting as a custodian of records for other statutory purposes but is narrowly tailored to address issues of criminal history records.

### 812.8 TRAINING PROGRAM

All personnel authorized to process or release CORI shall be required to complete a training program prescribed by the Agency CLETS Coordinator (ACC). The Training Bureau shall coordinate the course to provide training in the proper use, control, and dissemination of CORI.

### 812.9 PENALTIES FOR MISUSE OF RECORDS

Penal Code §§ 11140 and 11144 make it a misdemeanor to furnish, buy, receive, or possess Department of Justice rap sheets without authorization by a court, statute, or case law.

Title 11, California Administrative Code § 702 provides that authorized persons or agencies violating the Regulations Regarding the Security of Criminal Offender Record Information in California may lose direct access to CORI maintained by the California Department of Justice.

Divulging the content of any criminal record to anyone other than authorized personnel is a violation of Policy.

Employees who obtain, or attempt to obtain, information from the department files other than that to which they are entitled in accordance with their official duties is a violation of Policy.

### 812.10 CALIFORNIA RELIGIOUS FREEDOM ACT

Members shall not release personal information from any agency database for the purpose of investigation or enforcement of any program compiling data on individuals based on religious belief, practice, affiliation, national origin or ethnicity (Government Code § 8310.3).

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## EXHIBIT B

### Schedule of Performance

1. Consultant shall complete the installation and deployment of the Consultant Platform within thirty (30) days of execution of this Contract.

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**EXHIBIT C**

**Compensation and Method of Payment**

1. Pricing shall be as outlined below.
2. Any services listed in Exhibit A, not outlined below, shall be provided at no additional cost to the City.
3. Consultant shall bill City on an annual basis and shall receive payment within thirty (30) days of City’s receipt of undisputed invoice. In the event the Contract is terminated prior to the expiration of the Contract, Consultant shall refund the City on a pro-rata basis, the amount of the annual fee covering the unused period within 30 days of termination. For example, if the annual fee is \$95,500, and the City terminates the Contract with 6 months remaining in the first year, Consultant shall refund the City \$47,750.

Description of Service	Price
Consultant Platform Subscription includes: <ul style="list-style-type: none"> <li>• Automated sharing and receiving of law enforcement-related data within the Approved Law Enforcement Network</li> <li>• Integration with the following applications: Mark43 CAD, Mark43 RMS, AXON evidence.com including body worn cameras (BWC), and any other application utilized by EGPD and compatible with the Peregrine Platform integration.</li> <li>• Fully accessible records and information through API</li> </ul>	<ul style="list-style-type: none"> <li>• Year one: \$95,500</li> <li>• Years two: \$95,500</li> <li>• Year three: \$95,500</li> </ul>
Initial onboarding and training services	No cost
Telephone and standard technical support during regular business hours	No cost
Maintenance and Support	No cost

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4.A above and if the Contract is approved by the City Manager, all

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compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

**EXHIBIT D**

**Insurance Requirements**

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. Workers' Compensation:

- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
- b. Employer's Liability Coverage shall not be less than the statutory requirements.
- c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
- d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.

2. Errors and Omissions; Malpractice; Professional Liability:

- a. Errors and omissions, malpractice, or professional liability insurance sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract.
- b. The limits of liability shall not be less than:
 

Each occurrence or claim:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)

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- c. Both occurrence and claims-made policies are acceptable. For claims-made policies, upon termination of this Contract the same insurance requirements in Section 2 of this Exhibit will apply for a one (1) year period following such termination. A “tail” policy may be purchased as an alternative to satisfy this requirement.
3. **Acceptability of Insurers:** Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
  4. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
  5. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
  6. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant’s insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
  7. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
  8. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.
  9. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
  10. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss,

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damage, or destruction occurring prior to final acceptance by the City.

11. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
12. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

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**EXHIBIT E**

**Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
  
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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