

**AGREEMENT BETWEEN THE  
CITY OF OAKLAND AND RESOURCE DEVELOPMENT ASSOCIATES  
TO TRANSFER TO THE CITY OF OAKLAND  
ALL INTELLECTUAL PROPERTY RIGHTS AND INTERESTS IN SARANET**

This agreement to transfer all intellectual property and interests in SARANet ["Agreement"] is entered into as of the date when fully executed below between Resource Development Associates ("Contractor") a California public safety software and technology company, located at 2333 Harrison Street, Oakland, CA 94612 ("Contractor") and the City of Oakland ("City"), a municipal corporation, One Frank H. Ogawa Plaza, Oakland, California 94612, who agree as follows:"

**WHEREAS**, in 2008, the City of Oakland ("City") executed a contract with Resource Development Associates ("RDA") for evaluation services; and

**WHEREAS**, as part of its services pursuant to that contract, RDA developed an internal web-based information management system following the model for Scanning, Analysis Response and Assessment ("SARANet system"; "SARANet") which allows Community Resource Officers ("CRO") to record and track their community policing projects in their respective beats and provides the Oakland Police Department to keep track of CRO activities; and

**WHEREAS**, in the interim, the City has enlisted RDA to upgrade and maintain SARANet and the Parties have successfully collaborated in this regard; and

**WHEREAS**, RDA now wishes to convey to the City the entirety of its proprietary rights in SARANet such that the City will become the sole, exclusive owner of all rights to SARANet;

**NOW WHEREFORE**, for the herein stated consideration, the sufficiency of which the Parties do recognize, the Parties do hereby agree as follows;

(1) Proprietary Rights Ownership

RDA hereby avers and covenants that it owns all proprietary rights to SARANet by reason of the fact that it conceived, built and developed SARANet on its own, without the assistance of any third party, for the sole purpose of more efficiently fulfilling its obligations under its contracts with City. RDA further avers and covenants that it first deployed SARANet in 2008 and that it has, without the assistance of any third party, subsequently upgraded and further improved SARANet since that initial deployment. RDA further avers and covenants that it utilized SARANet and any derivative thereof, solely and exclusively on behalf of City.

Pursuant thereto, RDA avers and covenants that it owns all concepts, inventions, ideas, know how, patent rights, data, trademarks, code and copyrights which are related to, arise out of, or which it developed in connection with SARANet ["Intellectual Property"].

(2) SARANet Conveyance

For the sum of one (1) dollar, RDA hereby conveys to the City the entirety of its aforesaid rights in SARAnet.

Further, by this Agreement, RDA avers and covenants that, in exchange for the herein stated consideration, its intent is to transfer the entirety of the Intellectual Property to City such that the Intellectual Property shall be the exclusive property of and all ownership rights therein shall vest in City, including without limitation all right, title and interest in and to the code and copyright thereof, all renewals and extensions thereof and the right to make and distribute copies in any media and to translate, and/or make derivative works therefrom.

RDA further avers and covenants that the Intellectual Property includes the permission of the applicable authors retained by RDA and all transfer documents and other instruments necessary or desirable to effect the transfer of the Intellectual Property to City.

**(3) Infringement Indemnification**

RDA avers and covenants that it fully indemnifies and shall defend, save and hold harmless the City and each of City's respective Councilmembers, officers, partners, agents, and employees from any and all Actions arising out of claims that the City's use or possession of SARAnet infringes upon or violates the Intellectual Property Rights of others. In addition to its obligation to fully indemnify City, if SARAnet becomes the subject of an Action or claim of infringement or violation of the Intellectual Property Rights of a third party, RDA agrees to, if City so elects, at RDA's sole expense to: (1) procure for City the right to continue using SARAnet; or (2) replace or modify SARAnet so that no infringement or other violation of Intellectual Property Rights occurs..

**(4) City's Acceptance**

City, in reliance upon RDA's covenants and averments and consideration as herein stated hereby accepts RDA's conveyance of SARAnet on the terms and conditions set forth herein.

**[Signature Block on Following Page]**

**SO AGREED:**

City of Oakland,  
a municipal corporation

Research Development Associates

\_\_\_\_\_  
(City Administrator's Office) (Date)

\_\_\_\_\_  
(Title) (Date)

\_\_\_\_\_  
(Department Head Signature) (Date)

\_\_\_\_\_  
Resolution Number

Approved as to form and legality:

\_\_\_\_\_  
(City Attorney's Office Signature) (Date)