

# CONTRACT ROUTING SHEET

Date Prepared: 10/29/02

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

### PROCESSING DEPARTMENT:

Department: General Services

Dept. Contact: Sue Hennike

Phone #: 5833

Department \_\_\_\_\_

Head Signature: [Signature]

Craven Alcott

### CONTRACTOR:

Name: Constellation Justice Systems

Address: 6800 Pittsford-Palmyra Rd.

170 Cedarwood Office Park

Fairport, NY 14450

Phone: 585-425-8890

### CONTRACTING DEPARTMENT:

D.A.

Service Requested: Software License, Maintenance, Consulting

Contract Term: Perpetual Amendment Value: N/A

Compliance with Human Resources requirements? Yes: X No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: [check] Disapproved: [check] Date: 11-5-02 By: R. J.

Approved: [check] Disapproved: \_\_\_\_\_ Date: 11-26-02 By: \_\_\_\_\_

ASSIGNMENT

DATE: 10/30/2002

ATTORNEY: Rodney L. Cooke

EPT./INDEX NO.: 171200

El Dorado County Counsel

OCT 29 2002

~~PLEASE FORWARD TO RISK MANAGEMENT. THANKS!~~

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: X Disapproved: \_\_\_\_\_ Date: 11/27/02 By: [Signature]

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

NOV 27 2002

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

27 1/15/03

# ORIGINAL

## AGREEMENT FOR SERVICES #317-S0111 AMENDMENT I

This Amendment I to that Agreement for Services #317-S0111, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Constellation Integration Services, Inc. doing business as Constellation Justice Systems, a New York Corporation duly qualified to conduct business in the State of California, whose principal place of business is 6800 Pittsford-Palmyra Road, 170 Cedarwood Office Park, Fairport, New York 14450 (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, Contractor has been engaged by County to provide an application software product for case management and tracking with the District Attorney's Office in accordance with Agreement for Services #317-S0111, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE I-Scope of Agreement: Software License, ARTICLE III-Term, and ARTICLE IV-Compensation for Services.**

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #317-S0111 shall be amended a first time as follows:

## ARTICLE I

### A. Scope of Agreement: Software License

1. Contractor hereby grants to County a perpetual, non-transferable and non-exclusive license (hereinafter referred to as "License") for the Program entitled DAMION.

DAMION is a comprehensive system that incorporates case tracking, document production, scheduling, management and operational reporting, legal support and research tracking. In addition the Enhanced Victim/Witness module incorporates victim/witness services and automated notification functionality, while the Investigations module provides integrated support to the District Attorney's investigative staff.

2. DAMION is restricted to County's place of business referred to in the Agreement and County's own operations as follows:
  - a. To use one production copy of the object code version of DAMION listed below, in the form supplied by Contractor, on hardware/operating system configuration approved by Contractor and owned, leased or otherwise controlled by County; and
  - b. To use documentation pertaining to DAMION as supplied by Contractor (the "Documentation") but only as required to exercise the License.
3. County may make one complete back-up copy of DAMION, or partial copies as needed solely for testing, archival, and back-up purposes. County shall ensure that all copyright and other proprietary notices or legends contained in or placed upon DAMION shall appear on any such copies. County may use the production copy of DAMION solely to process County's own data, and the software may not be used on a service bureau or similar basis to process data of others. If the operating system configuration changes, County must notify Contractor in advance, as an adjustment of License Fee may be required. Other than the rights of use expressly conferred upon County by this paragraph and by the Software Escrow Agreement herein, County shall have no further rights to use DAMION or the Documentation, and shall not copy, reproduce, modify, adapt, sublicense or translate them, without the express prior written authority of Contractor.
4. DAMION shall include, in an escrow Agreement, source code or related design documentation. The Escrow Agreement pursuant to this Agreement, is identified as Exhibit "A", incorporated herein and made by reference a part hereof. For the purposes of this Agreement source code is defined as the language in which the software (Program) is written.

The license granted for DAMION described herein and its use shall be perpetual and shall continue in full force and effect after County has made all payments required pursuant to this Agreement.

5. The County's rights under this Agreement shall not be assigned, sublicensed or otherwise transferred to any other entity.

6. County agrees to use DAMION only at the County's site and on the County's computers, and solely for the County's internal business purpose.

County may use DAMION at the licensed site or in a remote access mode solely to process its own data and the data of all County remote sites located within the County's jurisdiction. The County ensures that any remote site that has access to DAMION complies with the terms and conditions of this Agreement. County may transfer DAMION to any other site owned by County upon written notice to Contractor.

County shall have sole responsibility for the proprietary, confidentiality, and the use of the data maintained by DAMION.

7. Contractor warrants that DAMION, when properly installed and operated by qualified professionals shall operate in accordance with the Contractor's specifications and as represented to County. This warranty shall conform to the Users Guide and to the Functional Requirements detailed in Exhibit "B", marked "Functional Requirements," incorporated herein and made by reference a part hereof, the 'Performance Test' defined in Article II, and shall be operative upon completion by the County of acceptance testing and evaluation as defined in Paragraph 8 herein below, and remain in effect for one hundred twenty (120) days following completion of the evaluation period. Should Contractor fail to correct any non-conformance within the period specified in Paragraph 8, County shall be entitled to a full refund for any monies paid under the terms of this Agreement.
8. Upon successful installation of DAMION and upon completion of training, County shall conduct mutually agreed acceptance testing and a comprehensive evaluation of DAMION for a period of thirty (30) days, in which County shall have the option of returning DAMION for a full refund.
9. Title and full ownership rights including, but not limited to, all copyrights in and to all copies of DAMION shall remain the sole and exclusive property of Contractor. County acknowledges and agrees that DAMION constitutes, contains, and embodies valuable confidential information, trade secrets and proprietary rights of Contractor.
10. Disclosure of this Agreement is subject to any and all pertinent laws governing disclosure of public information (California Public Records Act-Government Code 6250 *et seq.*). County shall give Contractor notice of any request for public disclosure of any confidential information or data made available by Contractor in connection with the license granted hereunder, including, without limitation, all methods, processes, techniques, knowledge, and know-how. Contractor shall notify the County immediately if Contractor contends the information requested is exempt from disclosure, and shall inform the County of Contractor's basis therefor. The final determination as to the County's obligations to comply with the Public Records Act shall remain solely with the County.

In conducting installation, maintenance, or during any other access to County's software and data, Contractor agrees to maintain complete confidentiality as to information contained in the software and data.

County shall take all reasonable action to fulfill its obligations with respect to the use, copying, confidentiality, and security of the Program and all other confidential material of Contractor or its Licensor. County agrees not to reverse assemble, or decompile or otherwise attempt to create or derive source code from DAMION.

11. Contractor shall provide installation and installation assistance, including furnishing all necessary labor, materials, and other such services required to accomplish installation of the database. County shall make all the necessary arrangements to allow Contractor's personnel sufficient work space and access to the installation locations during normal business hours or at such other times as may be mutually agreed upon. Contractor shall certify in writing to County that the software is installed and County is ready for training and to commence acceptance training.

## **B. Training**

Contractor will provide training sessions on the operation and use of DAMION for the County's designated personnel as detailed in Exhibit "C", marked "Training", incorporated herein and made by reference a part hereof.

Contractor will provide complete software documentation and printed training manuals upon execution of this Agreement. County may reproduce all documentation and training materials for its own internal use.

## **C. Software Maintenance**

In consideration of payments to be made by County to Contractor as set out in Exhibit "D", marked "Payment Arrangements", incorporated herein and made by reference a part hereof, Contractor agrees to provide the following Silver Service Level software maintenance services during the periods covered by the maintenance fees:

1. Contractor will maintain the DAMION Software so that it operates in conformity in all material respects with the descriptions and specification for the Software set forth in the Documentation.
2. In the event that County notifies Contractor of any errors or defects in the Software, Contractor will provide support, as described in the Contractor's Maintenance Policy in Exhibit "E-2" incorporated herein and made by reference a part hereof, in the form of assistance and advice on the use and maintenance of the Software.
3. Contractor will send County Updates on CD-ROMs and notices of Upgrades of the Software to the County's address specified in this Agreement. Updates are those improvements and/or modifications to the Software that Contractor generally makes available as part of the annual maintenance program. Contractor will establish and

facilitate a User's Group to develop and prioritize requests for system enhancements to address requirements and improve system functionality for inclusion in each annual update. An Upgrade is any product release, including added functionality, or major enhancement of the Software, that Contractor markets and licenses for additional fees separately from Updates.

4. Contractor shall provide County with Updates of the Software in a timely manner at no additional charge. County shall be entitled to acquire a license to Upgrades for Contractor's then prevailing license fees. Software Updates and Upgrades will be sent on three and a half (3 ½) inch diskettes or CD-ROMs with explanations, instructions, and updated documentation where appropriate.
5. Contractor will provide County with copies of standard reports developed for other California Counties. Upon request, Contractor will provide estimated cost to tailor reports for installation at County, and if interested, County may purchase tailored reports.

Maintenance services shall not include, and County shall pay extra for, any and all consulting, implementation, customization, education and training related services, subject to the availability of Contractor's staff. Maintenance service shall not include, and County shall pay extra for (subject to Contractor's staff schedules): service to products not listed on Exhibit "D"; maintenance of software that has been modified or repaired by someone other than Contractor; modification or repair of damage caused by failure to continually provide a suitable operating environment for the software, including damage caused by accident, disaster, neglect or misuse; or modification or repair of damage caused by the use of the software for other than the purposes for which licensed. County may obtain any of the above named services, which are not included in the software maintenance service, from Contractor at Contractor's then prevailing rates. No work shall commence without prior approval of a cost estimate by the Contract Administrator, named in ARTICLE XIX hereof.

County shall, at Contractor's request, provide Contractor with the right of dial-access to County's computers on which the Software is installed, so as to enable Contractor to monitor the operation of the Software.

### **ARTICLE III**

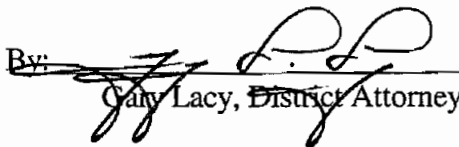
**Term:** This Amendment shall become effective when fully executed by the parties hereto. The Software License shall continue in effect unless otherwise cancelled by either party in accordance with ARTICLE X-Default, Termination and Cancellation of this Agreement. Software maintenance provided under the terms of this Agreement as amended shall be for an initial term of one (1) year following the DAMION Production Date, and it shall be automatically renewed for successive one (1) year terms as long as County remains licensed by Contractor to use the Software, unless earlier canceled by either party by written notice at least ninety (90) days prior to the next term. County may obtain any consulting, implementation, customization, education and training services as described in ARTICLE I hereof at the Contractor's then prevailing rates, as long as the Software Maintenance provided under the terms of this Agreement remains in effect.

**ARTICLE IV**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the payables pursuant to this Agreement shall be in accordance with Exhibit "D", marked "Payment Arrangements" incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$138,370.00, inclusive of software maintenance fees for the first two (2) years. Software maintenance fees for successor years shall be billed in accordance with Exhibit "D" to the original Agreement, marked "Payment Arrangements". The cost of any upgrades, and any consulting, implementation, customization, education, or training services that County may elect to obtain from Contractor shall be billed at the Contractor's then prevailing rates, subject to approval by the Contract Administrator, named in ARTICLE XIX hereof, of a cost estimate prior to the commencement of work. The total amount paid for any consulting, implementation, customization, education, and training services shall not exceed \$100,000.00 annually. Reimbursement for travel shall be at Contractor's actual cost, subject to approval by Contract Administrator of receipts.

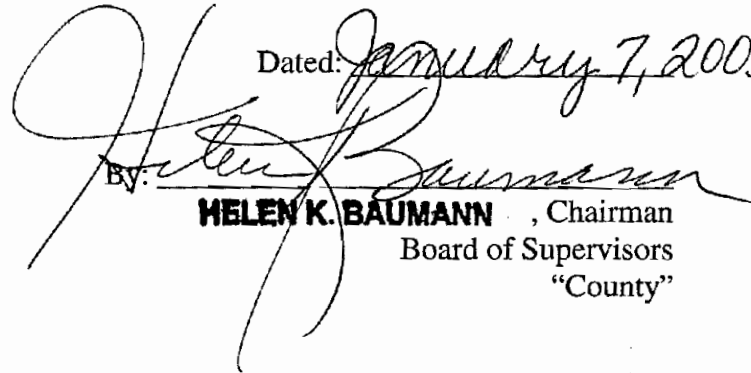
Except as herein amended, all other parts and sections of this Agreement #317-S0111 shall remain unchanged and in full force and effect.

**Requesting Department Concurrence:**

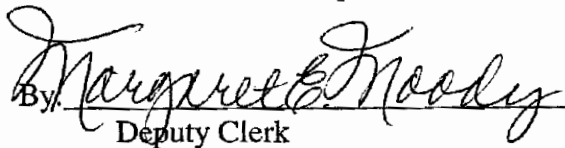
By:  Dated: 12/5/02  
Gay Lacy, District Attorney

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #317-S0111 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: January 7, 2003  
By:   
**HELEN K. BAUMANN**, Chairman  
Board of Supervisors  
"County"

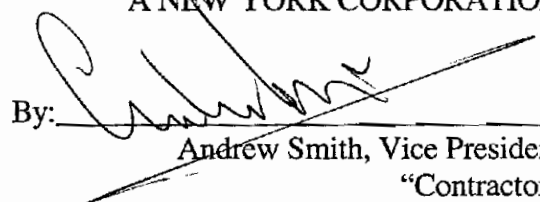
ATTEST:  
Dixie L. Foote  
Clerk of the Board of Supervisors


By:  Dated: January 7, 2003  
Deputy Clerk

-- CONTRACTOR --

Dated: Dec 5 / 02

CONSTELLATION INTEGRATION SERVICES, INC.,  
A NEW YORK CORPORATION

By:   
Andrew Smith, Vice President  
"Contractor"

By:  Dated: Dec 5-02  
Corporate Secretary



# ORIGINAL

## SOFTWARE LICENSE AND MAINTENANCE AGREEMENT #317-S0111

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**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Constellation Justice Systems, a New York corporation duly qualified to conduct business in the State of California, whose principal place of business is 6800 Pittsford-Palmyra Road, 170 Cedarwood Office Park, Fairport, New York 14450 (hereinafter referred to as "Contractor");

### WITNESSETH

**WHEREAS**, County has determined that it has a need for, and Contractor agrees to provide to County, an application software product for case management and tracking within the District Attorney's office (hereinafter referred to as "DAMION"). DAMION shall consist of the software, license to the software and software maintenance as described in this Agreement; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, Contractor warrants the Software to operate in all material respects as specified in the documentation. Contractor shall be responsible for correcting, at its own expense, any material defects in the Software that are brought to Contractor's attention by County within a period of one (1) year after acceptance of the Software to County. Such repair efforts represent County's sole and exclusive remedy for breach of warranty.

Contractor warrants as follows for all software customization made by Contractor for the County: (1) All software customization will continue to be supported by Contractor under its maintenance Agreement with the County; (2) All software customizations will be preserved and will remain functional in any future software versions, revisions, or updates provided by Contractor; (3) All future software versions, revisions, or updates provided by Contractor will not cause the County to incur any additional cost as a result of the software customizations. These provisions shall apply for as long as the County is covered by the Contractor's maintenance Agreement.

**WHEREAS**, Contractor's entire liability and responsibility for any and all claims, damages or losses arising from use of the software by County shall be absolutely limited to the amount(s) of the license fee actually paid, except as provided in Article XII. Notwithstanding any provision contained herein, Contractor shall not be liable for any indirect, consequential, special, incidental or contingent damages or expenses, whether in contract, tort (including negligence) or otherwise, arising in any way out of this agreement, the software, or Contractor's performance or lack thereof under this Agreement, including without limiting the generality of the foregoing, loss of revenue, profit or use.

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

18-0876 C 9 of 132

## ARTICLE I

### A. Scope of Agreement: Software License

1. Contractor hereby grants to County a perpetual, non-transferable and non-exclusive license (hereinafter referred to as "License") for the Program entitled DAMION.

DAMION is a comprehensive system that incorporates case tracking, document production, scheduling, management and operational reporting, legal support and research tracking. In addition the Enhanced Victim/Witness module incorporates victim/witness services and automated notification functionality, while the Investigations module provides integrated support to the District Attorney's investigative staff.

2. DAMION is restricted to County's place of business referred to in the Agreement and County's own operations as follows:
  - a. To use one production copy of the object code version of DAMION listed below, in the form supplied by Contractor, on hardware/operating system configuration approved by Contractor and owned, leased or otherwise controlled by County; and
  - b. To use documentation pertaining to DAMION as supplied by Contractor (the "Documentation") but only as required to exercise the License.
3. County may make one complete back-up copy of DAMION, or partial copies as needed solely for testing, archival, and back-up purposes. County shall ensure that all copyright and other proprietary notices or legends contained in or placed upon DAMION shall appear on any such copies. County may use the production copy of DAMION solely to process County's own data, and the software may not be used on a service bureau or similar basis to process data of others. If the operating system configuration changes, County must notify Contractor in advance, as an adjustment of License Fee may be required. Other than the rights of use expressly conferred upon County by this paragraph and by the Software Escrow Agreement herein, County shall have no further rights to use DAMION or the Documentation, and shall not copy, reproduce, modify, adapt, sublicense or translate them, without the express prior written authority of Contractor.
4. DAMION shall include, in an escrow Agreement, source code or related design documentation. The Escrow Agreement pursuant to this Agreement, is identified as Exhibit "A", incorporated herein and made by reference a part hereof. For the purposes of this Agreement source code is defined as the language in which the software (Program) is written.

The license granted for DAMION described herein and its use shall be perpetual and shall continue in full force and effect after County has made all payments required pursuant to this Agreement.

5. The County's rights under this Agreement shall not be assigned, sublicensed or otherwise transferred to any other entity.
6. County agrees to use DAMION only at the County's site and on the County's computers, and solely for the County's internal business purpose.

County may use DAMION at the licensed site or in a remote access mode solely to process its own data and the data of all County remote sites located within the County's jurisdiction. The County ensures that any remote site that has access to DAMION complies with the terms and conditions of this Agreement. County may transfer DAMION to any other site owned by County upon written notice to Contractor.

County shall have sole responsibility for the proprietary, confidentiality, and the use of the data maintained by DAMION.

7. Contractor warrants that DAMION, when properly installed and operated by qualified professionals shall operate in accordance with the Contractor's specifications and as represented to County. This warranty shall conform to the Users Guide and to the Functional Requirements detailed in Exhibit "B", marked "Functional Requirements," incorporated herein and made by reference a part hereof, the 'Performance Test' defined in Article II, and shall be operative upon completion by the County of acceptance testing and evaluation as defined in Paragraph 8 herein below, and remain in effect for one hundred twenty (120) days following completion of the evaluation period. Should Contractor fail to correct any non-conformance within the period specified in Paragraph 8, County shall be entitled to a full refund for any monies paid under the terms of this Agreement.
8. Upon successful installation of DAMION and upon completion of training, County shall conduct mutually agreed acceptance testing and a comprehensive evaluation of DAMION for a period of thirty (30) days, in which County shall have the option of returning DAMION for a full refund.
9. Title and full ownership rights including, but not limited to, all copyrights in and to all copies of DAMION shall remain the sole and exclusive property of Contractor. County acknowledges and agrees that DAMION constitutes, contains, and embodies valuable confidential information, trade secrets and proprietary rights of Contractor.
10. Disclosure of this Agreement is subject to any and all pertinent laws governing disclosure of public information (California Public Records Act-Government Code 6250 et seq.). County shall give Contractor notice of any request for public disclosure of any confidential information or data made available by Contractor in connection with the license granted hereunder, including, without limitation, all methods, processes, techniques, knowledge, and know-how. Contractor shall notify the County immediately if Contractor contends the information requested is exempt from disclosure, and shall inform the County of Contractor's basis therefor. The final determination as to the County's obligations to comply with the Public Records Act shall remain solely with the County.

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11. Contractor shall provide installation and installation assistance, including ~~frustrating~~ ~~at~~ ~~no~~ ~~cost~~ ~~to~~ ~~County~~

labor, materials, and other such services required to accomplish installation of the database. County shall make all the necessary arrangements to allow Contractor's personnel sufficient work space and access to the installation locations during normal business hours or at such other times as may be mutually agreed upon. Contractor shall certify in writing to County that the software is installed and County is ready for training and to commence acceptance testing.

## **B. Training**

Contractor will provide training sessions on the operation and use of DAMION for the County's designated personnel as detailed in Exhibit "C", marked "Training", incorporated herein and made by reference a part hereof.

Contractor will provide complete software documentation and printed training manuals upon execution of this Agreement. County may reproduce all documentation and training materials for its own internal use.

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1. Contractor will maintain the DAMION Software so that it operates in conformity in all material respects with the descriptions and specification for the Software set forth in the Documentation.
2. In the event that County notifies Contractor of any errors or defects in the Software, Contractor will provide support, as described in the Contractor's Maintenance Policy in Exhibit "E-2" incorporated herein and made by reference a part hereof, in the form of assistance and advice on the use and maintenance of the Software.
3. Contractor will send County Updates on CD-ROMs and notices of Upgrades of the Software to the County's address specified in this Agreement. Updates are those improvements and/or modifications to the Software that Contractor generally makes available as part of the annual maintenance program. Contractor will establish and facilitate a User's Group to develop and prioritize requests for system enhancements to address requirements and improve system functionality for inclusion in each annual update. An Upgrade is any product release, including added functionality, or major enhancement of the Software, that Contractor markets and licenses for additional fees separately from Updates.
4. Contractor shall provide County with Updates of the Software in a timely manner at no additional charge. County shall be entitled to acquire a license to Upgrades for Contractor's then prevailing license fees. Software Updates and Upgrades will be sent on three and a half (3 ½) inch diskettes or CD-ROMs with explanations, instructions, and updated documentation where appropriate.
5. Contractor will provide County with copies of standard reports developed for other California Counties. Upon request, Contractor will provide estimated cost to tailor reports for installation at County, and if interested, County may purchase tailored reports.

Maintenance services shall not include, and County shall pay extra for, any and all consulting, implementation, customization, education and training related services, subject to the availability of Contractor's staff. Maintenance service shall not include, and County shall pay extra for (subject to Contractor's staff schedules): service to products not listed on Exhibit "D"; maintenance of software that has been modified or repaired by someone other than Contractor; modification or repair of damage caused by failure to continually provide a suitable operating environment for the software, including damage caused by accident, disaster, neglect or misuse; or modification or repair of damage caused by the use of the software for other than the purposes for which licensed.

County shall, at Contractor's request, provide Contractor with the right of dial-access to County's computers on which the Software is installed, so as to enable Contractor to monitor the operation of the Software.

## **ARTICLE II**

### **Contractors Statement of Work.**

#### **Section 1: Purpose**

##### Introduction:

The purpose of this document is to outline the essential steps required by Contractor and County to successfully implement the required modules of the DAMION application system. This document describes the steps in the process, the purpose and the responsibilities of Contractor and County for each element. Also included is a project plan, which details these steps, setting out staffing estimates and timelines for the duration of the joint program which is expected to last a total of twelve (12) to fourteen (14) weeks elapse time.

##### Objective:

Contractor objective is to provide the technical support and services, advice and training to ensure a successful installation and implementation of the DAMION application system at the County locations. The end goal is for the County to be fully conversant with the application and capable of performing all system administration tasks including ad hoc report design, document template development, security support, system backup, and basic database administration. Contractor will provide ongoing technical support and assistance as part of the annual maintenance agreement.

#### **Section 2: Installation Process for Oracle and DAMION – General**

The following steps outline the installation process for DAMION. Once the pre-implementation process is complete, Contractor will provide a project plan and checklist for installation, for County approval, which shall not be unreasonably withheld.

##### Installing Oracle Workgroup:

Oracle Workgroup (Oracle) will be installed on site by Contractor technician, and will be done in cooperation with staff from the County.

## Installing DAMION:

Once Oracle is installed on the database server, Contractor will create a training database (see "Perform a Test Conversion" below). The DAMION software will be installed and configured by Contractor on a predetermined set of personal computers for training purposes. This process will be performed on site by a Contractor technician who will at that time train the County staff in this procedure.

The software will be loaded with minimal table values and a single super-user account. Contractor personnel on site and the County System Administrators will then use the super-user account to create all necessary offices, user identifications and user groups. In conjunction with the County System Administrators, Contractor personnel will load client-specific codes and values into the system's maintenance tables.

County staff will load the remainder of the user workstations with the Oracle and DAMION software.

## **Section 3: Summary Roles and Responsibilities**

### Overview:

The purpose of this section is to provide an overview of the tasks identified and assigned in the Gantt Chart to be provided within 45 days of Agreement signing, which describes the DAMION installation plan. A sample Gantt chart has been attached as Exhibit "F".

### Contractor Responsibilities:

#### Data Conversion

- Contractor will provide the County with the required format for the data extract to be used in the data conversion process.
- Contractor will provide data conversion assistance to the County to assure a full understanding of what is needed for a successful conversion.
- Contractor will map the data from the data extract to the Oracle database.
- Contractor will create and run Data Exception reports.
- Contractor will perform Test Conversion.
- (OPTIONAL) Contractor will perform second Data Extract and Run Exception Reports
- Contractor will perform final Data Extract for final data conversion.

#### Forms Conversion

- Contractor will convert all JALAN documents provided by County to WordPerfect or Word without creating keywords.
- Contractor will provide County with all converted documents.

#### JALAN Interface

- Contractor will provide the County with the required format for the transfer file to be used by the daily JALAN interface.
- Contractor will map the data from the transfer file to the Oracle database.
- Contractor will create all necessary interface tables and screens for transfer of data from JALAN.
- Contractor will install interface in County Training Instance to allow for testing by County prior to final approval.
- Contractor will install finalized Interface into Production Instance upon final approval.

### **Pre-Installation**

- Contractor will specify the required hardware configuration.
- Contractor will calculate preliminary total database size based on County provided transaction volumes.
- Contractor will revise Record Count Estimates,
- Contractor will revise Production Database Size Estimate.
- Contractor will install Oracle RDBMS.
- Contractor will create Training Database Instance.
- Contractor will configure SQL\*Net Configuration.
- Contractor will create DAMION objects and system setup code tables.
- Contractor will adjust site-specific system tables and enroll users in training database.
- Contractor will provide general and system administrator training.

### **Pre-Production**

- Contractor will assist County in creating and testing backup procedures.
- Contractor will assist County in loading software on all users Workstations.

### **Production Database Preparation**

- Contractor will finalize database sizing.
- Contractor will create production database instance.
- Contractor will create tables for DAMION applications.
- Contractor will import system code tables from training database.
- Contractor will assist County in creating user accounts.
- Contractor will import security roles from training database.
- Contractor will perform production database conversion.

### **Post-Production**

- Contractor will provide County with onsite assistance during "Go Live" period.
- Contractor will perform necessary post-production activities to ensure that system meets critical functional requirements of County.

## **County Responsibilities:**

### **Data Conversion**

- County will extract data from the Prosecutor's legacy system (Criminal files) and provide the extracted data in delimited/flat ASCII files to Contractor in one of the following formats: CD ROM, downloadable FTP, or 'tar' tape in 18mm cartridge.
- County will provide Contractor with available documentation and diagrams, and flat file records based on conversion input format provided by Contractor, User's Guide including screen snapshots and any other documentation deemed useful for the conversion effort.
- County will review Prosecutor's Legacy System (Criminal files) to identify fields that are an anomaly and used for other than the field's initial purpose, to assist the Contractor in mapping fields to the appropriate field in DAMION.
- County will review the preliminary Data Exception Report and correct data in Legacy System.
- County will review and correct the Data Exception Reports from the test conversion.
- County will review and correct the Data Exception Reports from the second optional Data Extract (More test conversions will be provided, if deemed necessary by both parties).

### **Forms Conversion**

- County will provide Contractor with all JALAN Documents to be converted.
- County will add keywords to all converted documents.

### **JALAN Interface**

- County will provide Contractor with detailed list of all JALAN fields, including coded fields, to be included in Interface.
- County will provide Contractor with available documentation and diagrams, flat file records, User's Guide including screen snapshots and any other documentation deemed useful for the interface effort.
- County will provide a test extract file from the JALAN system and provide the extracted data in delimited/flat ASCII files to Contractor in one of the following formats: CD ROM, downloadable FTP, or 'tar' tape in 18mm cartridge.
- County will review and correct the Interface for data accuracy and completeness in Training Instance prior to final approval.

### **Pre-Installation**

- County will order hardware in a timely manner in accordance with the Contractor's specifications.
- County will provide Contractor with the system structure for disk partitioning.
- County will provide Contractor with Transaction Volumes
- County will define access security requirements.
- County will assist Contractor in defining system availability requirements.
- County will define Backup Strategy.
- County will provide Contractor with basic network configuration details including hosts and TCP/IP addresses.
- County will provide Contractor with Internet access for remote support and maintenance;  $\neq$  alternatively.

### **Pre-Production**

- County will create the six (6) document templates most crucial to the operation of the District Attorney's Office with the assistance of Contractor during document template training. County will then create the remaining high priority document templates before production date. The balance can be created as needed.
- County will create other high priority ad hoc reports prior to production. The remaining reports can be created as needed.
- County will upgrade Workstations to Windows 95 release 4.00.950B or higher Operating System and Microsoft Office 97 SR 2 or Corel WordPerfect 8 SP7.
- County will add to the basic code tables provided by Contractor.

### **Post-Production**

- County will perform an "image" backup of the operating system following any upgrades to the NT operating system.

### **Installation Process**

#### Overview:



The following steps outline the installation process for DAMION. Once the pre-implementation process is complete, Contractor will provide a project plan and checklist for installation, for County's approval.

#### Hardware Requirements Definition:

Contractor will develop a hardware profile based on five-year projection of database size and any data to be converted to the DAMION system. From this Contractor will specify an appropriate hardware configuration.

#### Installing Oracle:

Oracle will be installed on site by Contractor's technician, and will be done in co-operation with staff from County.

#### Installing DAMION:

Once Oracle is installed on the database server, Contractor will create a training database. The DAMION software will be installed and configured by Contractor on a predetermined set of personal computers for training purposes. This process will be performed on site by a Contractor technician who will at that time train County's staff in this procedure.

The software will be loaded with minimal table values and a single super-user account. Contractor's personnel on site and County's System Administrators will then use the super-user account to create all necessary offices, user identifications and user groups. In conjunction with the County's System Administrators, Contractor personnel will load client-specific codes and values into the system's maintenance tables.

County's staff will load the remainder of the user workstations with the Oracle and DAMION software.

#### Maintenance Table Building:

As part of the system installation, maintenance tables will need to be populated to reflect the exact requirements of County. Contractor will supply a list of all maintenance tables along with a sample of the default values that will be supplied with the system.

County will be responsible for creating a document listing all additional relevant codes and their descriptions. This document will be used by County to populate the appropriate DAMION tables in the training environment. County will make code-related decisions during System Administrator training, with assistance from Contractor's staff.

Once all codes are properly defined, Contractor will copy the training database values to County's production database.

Further definition of maintenance tables by County will be required as subsequent modules are loaded for training and production.

#### Staff Members and System Security:

County will be responsible for assigning security privileges to all County staff members, including:

- Identifying all staff members
- Associating all staff members with a job description or organizational role

- Associating DAMION screen access (query/update) with job descriptions

Contractor's Project Coordinator:

Contractor's Project Coordinator for the County project will be responsible for planning, organizing and controlling the installation of the DAMION application.

- **Planning**  
The Project Coordinator will ensure that all aspects of the process are considered, prioritized and arranged, to provide a logical framework in which to perform the project.
- **Organizing**  
The Project Coordinator will ensure that appropriate resources are available, at the time and manner required to carry out the plan.
- **Reporting**  
Contractor's Project Coordinator will be required to provide weekly progress reports to Contractor and County on status of the project and identifying any variance from plan along with recommendations to correct or adjust.

**Data Conversion Process**

The data conversion process for County will be broken down in several steps that will allow the conversion process to be monitored and performed accurately, and is described below. Contractor will perform this work with necessary assistance from County staff.

- **Obtain Data Dictionary of current system – Contractor/County**
- **Map fields from current system to new system – Contractor/County**
- **Extract data from current system to be loaded on to an Oracle database- County**
- **Create and run data exception reports - Contractor**
- **Review exception reports and correct data in current system - County**
- **Perform a test conversion - Contractor**
- **Review results of the conversion – Contractor/County**
- **Perform data extract and run exception reports against data - Contractor**
- **Correct remaining data - County**
- **Perform final data extract and final data conversion - Contractor**
- **Performance Test – Contractor/County**

prior to the "Go Live" date. The performance testing will be performed within the El Dorado County District Attorney Main Office LAN.

Prior to performing the test, the Contractor will devise a formal test plan, to be approved in advance by County, so that typical system transactions and operations can be simulated in the production database. County will monitor and approve results of tests conducted prior to system acceptance.

The tests will be run 'under load', for example, five people simultaneously performing a transaction. For the Generate Complaint Test, DAMION will be the only application running on the machine and the word processor will have been started at least once before the test. County will provide four people to perform the 'under load' testing along with a Contractor representative and will provide a test environment that consists of the following minimum workstation configurations:

Under Win95/98:      64 MB RAM  
                            Pentium II 233 MHz

Under WinNT:        128 MB RAM  
                            Pentium II 400 MHz

The following table presents typical performance indicators for the performance test:

Transaction/Operation	Response
Simple Query	Sub 3 Seconds
Complex Query	Sub 10 Seconds
Save Transaction	Sub 5 Seconds
Generate Complaint	Sub 10 Seconds
Simple Report (Statistical)	Within 2 Minutes
Complex Report (Statistical)	Within 10 Minutes
Simple Ad Hoc Report	Within 10 Minutes
Complex Ad Hoc Report	Within 4 Hours

### Definitions

#### Simple Query

A 'simple query' is a query performed in a transaction screen for the purpose of modifying information, e.g., Case Worksheet

#### Complex Query

A 'complex query' is a query performing a system wide type of search, e.g. General Person Lookup System. This type of query typically searches several tables in order to retrieve the information in several blocks of a screen. In other words, a complex query is a collection of several simple queries as described above.

### **Save Transaction**

A 'save transaction' is the process by which the database records and stores information changed by a user in a transaction screen, e.g., Agency Report Log.

### **Generate Complaint**

Generation of a complaint will be performed as a multi-defendant complaint involving two defendants, each with three charges and one victim per charge. The generation of the complaint involves retrieving of the database information, opening of the document template from a file server, merging of the database information with the template, and saving the generated document on a file server. In order to accurately time the process, no user prompts or choices will be included in the document template.

### **Simple Report**

A 'simple report' is a report that lists information as stored in the database, e.g., Attorney Calendar Report.

### **Complex Report**

A 'complex report' is a report that performs a wide system search for the purpose of computing and presenting statistics, e.g., Crime Statistics – Year-to-Date.

### **Simple Ad Hoc Report**

A 'simple Ad Hoc report' is a report created by a user that will be using mostly indexed fields in the search criteria.

### **Complex Ad Hoc Report**

A 'complex Ad Hoc report' is a report that involves joining several tables, with complex selection criteria accessing non-indexed columns.

An example of such a report could be, for a specified date range, the felony cases referred for prosecution, grouped by office, review prosecutor, sorted by crime type, where a case was created and the defendant has been found guilty, listing the DA Log No, date received, defendant name, defendant disposition, charge code, charge disposition, charge disposition date.

## **Go Live – Contractor/County**

### **"Practice" Conversion**

Contractor will perform a "practice" conversion prior to the "Go Live" Date. This practice conversion will be used to populate the training database, and will assist in identifying outstanding data conversion issues. Please see section on "Data Conversion".

### **"Go Live" Conversion**

Once the County and Contractor are satisfied with the conversion process and results, a "go live" conversion is scheduled. Please see section on "Data Conversion".

### **ARTICLE III**

**Term:** Contractor shall commence performance following execution of this Agreement by County and services shall be completed no later than September 30, 2001, unless otherwise directed by County or unless earlier terminated. Upon execution by County, the Software License shall continue in effect unless otherwise cancelled by either party in accordance with ARTICLE X – Default, Termination and Cancellation of this Agreement. Software maintenance provided under the terms of this Agreement shall be for an initial term of one (1) year following the DAMION Production Date, and it shall be automatically renewed for successive one (1) year terms as long as County remains licensed by Contractor to use the Software, unless earlier canceled by either party by written notice at least ninety (90) days prior to the next term. The DAMION Production Date shall be the date on which the County goes live with the DAMION application. In the event that Contractor elects to begin performance prior to County's execution, Contractor hereby agrees that all provisions of this Agreement, expressly including Indemnification and Insurance shall apply to Contractor as though Contractor had begun performance following execution.

### **ARTICLE IV**

**Compensation for Services:** For services provided herein, County agrees to pay Contractor within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the payables pursuant to this Agreement shall be in accordance with Exhibit "D", marked "Payment Arrangements" incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$138,370.00, inclusive of software maintenance fees for the two (2) year period.

### **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

### **ARTICLE VI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

### **ARTICLE VII**

**Assignment and Delegation:** County engages Contractor for their unique qualifications and skills as well as those of their personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

### **ARTICLE VIII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its subcontractors, associates, and employees as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE X**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within thirty (30) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time of to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part thirty (30) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the

contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **ARTICLE XI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
DISTRICT ATTORNEY  
515 MAIN STREET  
PLACERVILLE, CA 95667  
ATTN: GARY L. LACY

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

CONSTELLATION JUSTICE SYSTEMS  
6800 PITTSFORD-PALMYRA ROAD, 170 CEDARWOOD OFFICE PARK  
FAIRPORT, NEW YORK 14450  
ATTN: ANDREW SMITH

or to such other location as the Contractor directs.

## **ARTICLE XII**

### **Indemnity:**

- A. Contractor shall agree to defend, indemnify and save harmless the County as set forth herein and to procure and maintain insurance in accordance with the provisions of Exhibit "G" attached hereto and incorporated herein by reference.
- B. **PROPRIETARY INFRINGEMENT, INDEMNITY:** Notwithstanding any language contained herein to the contrary, Contractor warrants that the software which is the subject of this agreement does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party, within the United States. If there is a claim by any third party against County, County will promptly notify Contractor, and Contractor will defend and indemnify County against any loss, cost (including reasonable attorneys' fees) expense or liability arising out of such claim, regardless of the success of the claim. Contractor shall use its best efforts to promptly purchase for County the infringing software or procure for County a license at no cost to County, to allow County to continue using the software or shall modify the software to make it non-infringing. Should Contractor be unable to obtain for County software ownership, a license, or the equivalent, Contractor shall pay County the loss in value of the software. Contractor's obligation to indemnify County is contingent upon the County giving prompt notice to Contractor of any claim, permitting

Contractor to defend, compromise, or settle any claim, and cooperating with the defense of any such claims.

#### **ARTICLE XIII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.



- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers will be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

#### **ARTICLE XIV**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.

#### **ARTICLE XVI**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any Agreement/ contract exceeding \$1,500.00.

**ARTICLE XVII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XVIII**

**Year 2000 Compliance:** Contractor agrees that software developed, installed, programmed or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four digit year.

Upon written notification by the County of any software failure to comply with ISO 9000 date format, Contractor will replace or correct the failing component with compliant hardware or software immediately, at no cost to the County.

**ARTICLE XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Gary L. Lacy, District Attorney, District Attorney's Office, or successor.

**ARTICLE XX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

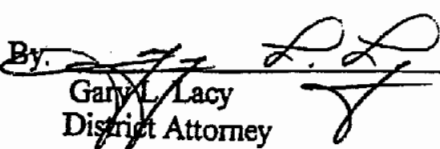
**ARTICLE XXI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: Jan 9, 2001  
Gary L. Lacy  
District Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated:

January 23, 2001

X Penny Humphreys By:  
Penny Humphreys, Chair  
Board of Supervisors  
"County"

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By Margaret L. Moody -- CONTRACTOR --  
DEPUTY

1-23-2001

Dated:

Jan 9/2001

CONSTELLATION JUSTICE SYSTEMS  
A NEW YORK CORPORATION

Andrew Smith By:  
Andrew Smith, Vice President  
"Contractor"

ATTEST:

By: Farley Noble Date: Jan 9/01  
Farley Noble, Director of Finance  
Constellation Justice Systems

SOFTWARE ESCROW AGREEMENT

This Agreement is made this 10<sup>th</sup> day of January, 1992 by and between Constellation Justice Systems ("Company"), and Boylan Brown Code Fowler Vigdor & Wilson LLP ("Escrow Agent").

WHEREAS, Company has developed certain proprietary computer software programs and supporting documentation (hereinafter referred to as "Software"); and

WHEREAS, Company licenses the use of the Software to third parties (referred to herein as "Licensees"); and

WHEREAS, Escrow Agent has agreed to maintain the Software in escrow and to provide access to the Software by Licensees, as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration had and received by each of the parties hereto, the parties agree as follows:

1. Definitions.

- a) Demand Notice. The term "Demand Notice" shall refer to a written notice issued by a Licensee to Escrow Agent which sets forth at a minimum, the following: (i) a label that it is a "Demand Notice," (ii) identification of this Agreement, (iii) the License Agreement under which any Software is licensed to the Licensee and the specific Software to which it pertains, with reasonable particularity, (iv) establishment of an Event of Default, and (v) a demand for the delivery of a copy of the Source Code to the Software.
  
- b) Event of Default. The term "Event of Default" shall mean the occurrence of any of the following events or any events listed as an Event of Default in the License Agreement between Company and the Licensee requiring release of the Source Code: (i) if Company has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy (other than Chapter XI or arrangement proceedings) in which Company is the named debtor, an assignment by Company for the benefit of its creditors, the appointment of a receiver for Company, or any other proceeding involving insolvency or the protection of, or from, creditors, and same has not been discharged or terminated without any prejudice to Licensee's rights or interests under the License Agreement within 120 days; or (ii) if Company has ceased its ongoing business operations, or the sale, licensing, maintenance or other support of the Software causing a material breach of

4. **Storage and Security.**

- a) Escrow Agent shall keep the Source Code in locked location at Escrow Agent's principal office at 2400 Chase Square, Rochester, New York 14604, or at such other place as Company and Escrow Agent shall mutually designate.
- b) The Source Code deposited with Escrow Agent pursuant to this Escrow Agreement shall remain the exclusive property of Company. Upon termination of this Escrow Agreement, Escrow Agent shall return the Source Code and related documentation to Company.
- c) Except as provided in this Escrow Agreement, Escrow Agent agrees that:
  - i) it shall not divulge, disclose, or otherwise make the Source Code available to any parties other than Company, or make any use whatsoever of the Source Code;
  - ii) it shall not permit any party access to the Source Code, except as may be necessary for Escrow Agent's authorized representatives to perform its functions under this Escrow Agreement, or as provided by the terms of this Agreement, or as otherwise directed by a final order from a court of competent jurisdiction; and
  - iii) access to the Software on behalf of Company shall be granted by Escrow Agent only to those persons duly authorized in writing by a competent officer of Company.

5. **Termination.**

- a) Company may terminate this Escrow Agreement upon sixty (60) days prior written notice to Escrow Agent.
- b) Escrow Agent may resign as escrow agent upon sixty (60) days prior written notice to Company. Upon resignation, if Escrow Agent has not previously released the Source Code deposited with Escrow Agent, it shall return Source Code to the new escrow agent, or if none, to the Company, after having received payment for its fees and costs pursuant to section 13 of this Escrow Agreement.
- c) Prior to termination of this Escrow Agreement, Company shall promptly notify all Licensees of the effective termination date of this Escrow Agreement, and the name of the new escrow agent, if any.

6. **Licensees.** Company shall notify Escrow Agent of each Licensee who becomes entitled to the benefits of this Escrow Agreement and shall provide Escrow Agent

the License Agreement which is not remedied in accordance with the License Agreement.

- c) Software. The term "Software" shall mean that software licensed, from time to time, by Company to a Licensee. The Software licensed by Company covered by this Escrow Agreement will be shown on each Licensee Acceptance, which shall be amended from time to time as additional software is licensed by Company to Licensees and deposited with Escrow Agent;
  - d) Source Code. The term "Source Code" shall mean the Software in human readable form and technical documentation necessary to (i) produce the machine executable form of the Software, and (ii) maintain, modify or correct the Software.
  - e) Termination Notice. The term "Termination Notice" shall refer to a written notice issued by Company to Escrow Agent which sets forth, at a minimum, the following: (i) a label that indicates that the notice is a "Termination Notice," (ii) identification of this Agreement and the Licensed Software with sufficient particularity; and (iii) a demand for the delivery of the Source Code after expiration of the period as set forth in section 5(a).
2. Deposit of Software. Company agrees to deposit with Escrow Agent two (2) complete copies of the Source Code within thirty (30) days after execution of this Agreement and within thirty (30) days after any new Licensee Acceptance is provided to the Escrow Agent adding additional items of Source Code, including revisions and maintenance as described in Section 3.
3. Revisions and Maintenance.
- a) Company agrees to deposit with Escrow Agent one new copy of Source Code of each major revision of the Software within thirty days after such revision is made generally available to Licensees.
  - b) Upon receipt of the first revision, Escrow Agent agrees to return to Company one set of the original deposit of Software being revised.
  - c) Upon receipt of all subsequent revisions, Escrow Agent agrees to return to Company the oldest version of the Software being revised, always maintaining in escrow one copy of each of the two latest versions of the Software.
  - d) Company shall send all Source Code via U.S. mail return receipt requested, or via a receipted messenger service or overnight delivery service.

with a copy of the License Agreement under which Licensee may become entitled to receive a copy of the Source Code, and an executed original of the Licensee Acceptance in the form set forth in Appendix 2. No Licensee shall become entitled to the benefits of this Escrow Agreement until it has executed a Licensee Acceptance, which has been delivered to Escrow Agent.

7. Release of Source Code for Event of Default. Escrow Agent shall release a copy of the Source Code to the Software licensed to a Licensee to such Licensee upon the occurrence of an Event of Default, in accordance with the following procedure:
  - a) Upon receipt of a Demand Notice from a Licensee, Escrow Agent shall send Company a copy of such Demand Notice.
  - b) Company may dispute such Demand Notice by providing Escrow Agent, within thirty days of receipt of the Demand Notice, a notarized affidavit stating that no Event of Default has occurred.
  - c) In the event, no affidavit is received in accordance with section 7(b) above; Escrow Agent shall release one copy of the Source Code to the Software to such Licensee. In the event such affidavit is received; the Demand Notice shall be null and void.
  - d) Responsibility for and the expense of copying the Source Code shall be borne by the Licensee receiving it. Escrow Agent shall cooperate with such Licensee in making such a copy at the Licensee's expense, but Escrow Agent shall neither (i) be responsible for making such a copy, nor (ii) deliver the original of such copy to the Licensee.
  
8. Release of Source Code for Event of Termination. Escrow Agent shall release the Source Code to Company upon the occurrence of an Event of Termination in accordance with the following procedure:
  - a) Upon receipt of a Termination Notice from Company, Escrow Agent shall send each Licensee a copy of such Termination Notice.
  - b) Any Licensee may dispute such Termination Notice by providing Escrow Agent, within thirty days of receipt of the Termination Notice, a notarized affidavit stating no Event of Termination has occurred.
  - c) In the event, no affidavit is received in accordance with section 8(b) above; Escrow Agent shall release the Source Code to Company. In the event such an affidavit is received; the Termination Notice shall be null and void.

9. **Retention of Source Code.** In the event Escrow Agent shall receive an affidavit from Company in accordance with Section 7 or from a Licensee in accordance with Section 8, Escrow Agent shall not release the Source Code, but shall retain the Source Code on the terms and conditions contained in this Agreement until it has received either:
- a) A written notice signed by an officer of Company and of the Licensee which gave such notice or affidavit, as the case may be, directing it to release the Source Code; or
  - b) The final determination of a court of competent jurisdiction directing it to release the Source Code.

After receipt of a notice as described in Section 9(a) or a judicial determination as described in Section 9(b), Escrow Agent shall release the Source Code in accordance with the instructions contained therein.

10. **Interpleader.** In the event that either Company or any Licensee commences an action in a court of law to compel delivery of the Source Code, the Escrow Agent is authorized, but not required, to interplead the Source Code into the registry of the court and stand fully discharged from further responsibilities under this Escrow Agreement.

11. **Exculpation.**

- a) The Escrow Agent shall not be obligated or required to examine or inspect the Source Code or to determine whether the Source Code deposited with Escrow Agent by Company consists of those items which Company is obligated to deliver. Escrow Agent shall bear no responsibility whatsoever to determine the existence, relevance, completeness, currency, or accuracy of the Source Code.
- b) The Escrow Agent shall not be responsible for any Source Code which is not clearly identified as such when delivered to the Escrow Agent or which is not delivered to the Escrow Agent in accordance with this Agreement.
- c) The Escrow Agent shall not be obligated or required to inquire as to the accuracy or truth of any statements made in a Demand Notice, Termination Notice, or any affidavits issued in response to such Notices.

12. **Indemnification.** Escrow Agent shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transaction between Company and Licensees, other than the performance of its obligations as Escrow Agent hereunder. Company hereby agrees to indemnify Escrow Agent, and to hold it harmless against any loss, liability or expense incurred, including



attorney's fees, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, except to the extent caused directly by negligence or bad faith on the part of the Escrow Agent.

13. **Fees and Expenses.** Company shall pay Escrow Agent the fees set forth in Exhibit 2. Company shall also reimburse Escrow Agent for all of its expenses incurred in carrying out its obligations under this Escrow Agreement.
14. **Good Faith Reliance.** Escrow Agent may act in good faith reliance upon any instruction, instrument, or signature believed in good faith to be genuine, and may assume that any person purported to give any writing, notice, or instruction in connection with or relating to this Escrow Agreement has been duly authorized to do so.
15. **Dispute.** Any dispute between the parties concerning the interpretation, construction, validity, scope, performance under, or any other matter pertaining to this Escrow Agreement, shall be submitted to arbitration by the American Arbitration Association, according to its rules and regulations then in effect, to be held in Rochester, New York, and the ruling of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction.
16. **Entire Agreement.** This Escrow Agreement, including the Exhibits hereto, constitutes the entire Agreement between the parties, and shall supersede all previous communications, representations, understandings and agreements, either oral or written between the parties with respect to the subject matter hereof.
17. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed to be duly given if sent by registered mail, return receipt requested, or by recognized overnight carrier, to the following addresses, or such other address as requested by the respective parties:

In the case of the Company:

Constellation Justice Systems  
Attention: Andrew Smith  
6780 Pittsford-Palmyra Road  
Fairport, New York 14580

In the case of the Escrow Agent:

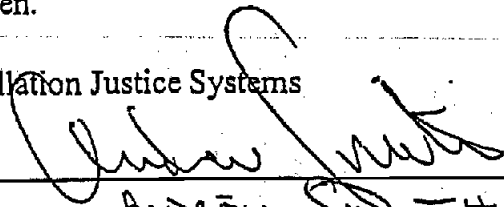
Boylan, Brown, Code, Fowler, Vigdor & Wilson LLP  
2400 Chase Square  
Rochester, New York 14604  
Attention: Susan Laluk

18. **Governing Law.** This Escrow Agreement shall be governed by and construed according to the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the date first above written.

Constellation Justice Systems

By:

  
ANDREW SMITH VP

ESCROW AGENT

By:


  
SUSAN S. LALUK, Partner

EXHIBIT "A-2"

LICENSEE ACCEPTANCE

The undersigned ("Licensee") acknowledges receipt of a copy of, and agrees to be bound by all applicable terms of, a Software Escrow Agreement (the "Escrow Agreement") dated as of \_\_\_\_\_, 2000 by and between Company and Escrow Agent. Licensee hereby agrees to indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of the Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder.

Attached hereto is a copy of the duly executed License Agreement dated as of \_\_\_\_\_, 2000 by and between Company and Licensee. The Software licensed under the License Agreement, which is covered by the Software Escrow Agreement, is:

DAMION Criminal module. Juvenile module. Victim/Witness module. Investigation module. Ad Hoc Report module. and Legal Support module

Licensee agrees that any Source Code released pursuant to the Escrow Agreement shall remain the exclusive property of Company, and the undersigned shall hold the Source Code in the strictest confidence and use it solely to maintain and support the Software internally during the term of the License Agreement.

Any notices to the Licensee with respect to the Escrow Agreement may be sent to the address shown below.

LICENSEE:

County of El Dorado

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

Name: Penny Humphries

Title: Chairman, Board of Supervisors

360 Fair Lane  
Address: Placerville, CA 95667

**EXHIBIT "B"**

**FUNCTIONAL REQUIREMENTS**

**TABLE 2: BASIC VENDOR REQUIREMENTS**

<b>Requirement</b>	<b>RC</b>	<b>Discussion</b>
2.1 The system proposed should be from a vendor offering all software, installation, training, documentation, maintenance and ongoing support as well as providing system hardware requirements	ME	Contractor provides all software, installation, training, documentation and maintenance, as well as post-production customer support. Contractor develops appropriate hardware configurations that are designed to meet a customer's requirements for the next five (5) years.
2.2 Vendor has, for at least the last two years, hosted and participated in a California User's Group for users of the prosecutor's system in California	ME	Contractor has an Annual User's Conference for all of its users that varies its location from year to year. Last years was held in Newport Beach, CA. We are in the process of organizing annual regional user conferences including for the State of California. The California conference is scheduled for Spring 2001.
2.3 Vendor has available a toll-free telephone number, 24-hours per day, seven days a week for priority problems	ME	Contractor offers a variety of maintenance programs. Contractor's Silver Maintenance program provides support from 9AM EST until 9PM EST Monday to Friday. The Gold Maintenance program provides support 24 hours per day, 7 days per week. However, regardless of the program selected, ALL priority problems are worked 24x7 until resolved.
2.4 Vendor will designate a specific employee or team to serve as the vendor's liaison with the County District Attorney.	ME	Contractor's Technical Services Manager, Walt Johnson will be the primary contact for County. A team of developers, trainers and support personnel work with Walt as required during the various stages of system implementation.
2.5 Software upgrades will not require site-specific rewriting or revisions to operational procedures, system databases or interfaces with other systems.	ME	DAMION was designed to be used as an off-the-shelf product, and as such, is not designed around each individual installed sites systems or network. All upgrades are designed and built such that their implementation is transparent to all end-users. Contractor recognizes the need to maintain a tightly controlled work process and system to ensure maximum efficiency.
2.6 The system will not force County to use any one specific word processing application software.	ME	DAMION works with either Microsoft Word (version 97 or 2000) or Corel WordPerfect (version 8 or 9).
2.7 The software will have seamless interfaces with the current versions of Microsoft Word and Corel WordPerfect.	ME	Word and WordPerfect are tightly and seamlessly integrated with the DAMION application.
2.8 The system will be reliable to the extent that it is available for use and fully	ME	The DAMION application software is robust and highly reliable. Contractor expects the

**TABLE 2: BASIC VENDOR REQUIREMENTS**

Requirement	RC	Discussion
functioning for the County District Attorney's Office staff for a minimum of 98% of the time in a give 30-day period.		software will operate at a 98% reliability rate with the following exceptions: <ul style="list-style-type: none"> <li>• Failure due to operator error</li> <li>• Failure due to any third party software, e.g., word processors, operating system, etc.</li> <li>• Failure due to network errors</li> <li>• Failure due to hardware errors</li> </ul>
2.9 Vendor will state explicitly whether it will warrant its proposed reliability rate in a contract with the County District Attorney's Office and state the time period such warranty will be in effect.	ME	Contractor would be willing to warrant the DAMION reliability rate with the above exceptions noted.
2.10 The system will permit upgrading of hardware without requiring site-specific revisions to, or rendering obsolete, the operating system, the database or auxiliary equipment.	ME	DAMION is installed and resides on its own separate server. Any changes to the hardware outside of this server should not have an effect on DAMION or its daily operation. Any changes made to the DAMION server should be discussed with Contractor prior to implementation to ensure no disruption in the service provided.
2.11 Conversion from the current JALAN system includes all data fields and tables currently populated with data and residing on the AS/400 computer at the County Jail site (includes charging language stored in Office Vision on the AS/400 computer; charging language is coded to the Charge Code Table).	OP	Contractor will work with County to identify the data to be converted and mapped to the DAMION system. From this Contractor will develop a data conversion program. County will then have the opportunity to review the converted data and correct any problems before the final data conversion. A similar program and methodology will be employed to convert the charging language.
2.12 Applications software must be expandable to accommodate 100% growth in workstations and/or users and 50% growth in database size over five years.	ME	The DAMION application has no growth limitations on the number of users or size of database. Any limitations would be related to the size of the server and network bandwidth.
2.13 Vendor will create a computer program with will extract via a file transfer from the JALAN Jail System, located on an AS/400 computer and over the counties wide-area network, records (logs) of all persons booked into the County Jail during the previous day. The vendor's computer program will then populate the vendor's 'log system' and set up a log for each record. This will be done prior to the opening of business in the District Attorney's Office on the morning following the day on which the Jail booking occurred.	OP	Contractor has the capability to design and develop interfaces between DAMION and other databases, with data typically passed over in the form of a flat ASCII file. Contractor has developed and implemented an interface for Monroe County similar to the one El Dorado County is requesting. Additional meetings would be required between Contractor's development staff and County Information Technology personnel to discuss the exact details of the work necessary, including the JALAN data system, the desired fields for import, etc

**TABLE 2: BASIC VENDOR REQUIREMENTS**

Requirement	RC	Discussion
<p>The vendor's log program will provide the ability for the County District Attorney staff to view all logs received and make decisions about their disposition. If a decision is made to file a case, vendor's system will active the 'case setup' portion of the vendor's system and the system will have the capability to move all relevant data elements from the 'log file' to the "new case".</p>		
<p>2.14 The County District Attorney's Office will perform Acceptance Tests on the system during its Acceptance Test Period which will be the thirty (30) day period following successful installation of the proposed software. The purpose of the Acceptance Test Period is to ensure that the proposed software satisfies all the requirements of this RFP. Vendor will assist County personnel as requested by them in performing such Acceptance Tests. The County District Attorney's Office will certify Acceptance if the system has no failures during the Acceptance Tests and meets the District Attorney's reasonable satisfaction.</p>	ME	<p>Contractor will accept a 30-day acceptance test, provided that a standard test plan is prepared with Contractor's involvement and that the functional testing uses the DAMION User Guide as the yard stick against which functionality is tested.</p> <p>For any customized functionality, the approved functional specification will be used as the test criteria.</p>
<p>2.15 The system supplied by the vendor must be Year 2000 compliant. "Year 2000 compliant" means that the information technology will accurately process date and time data before, during and after January 1, 2000, and for all leap years. "Process Date and Time Data: includes, but is not limited to, date input, date output, date calculations, logical functions, program branching, format conversion, edits and validations, and the use of dates or portions of dates in comparisons, sorting, sequencing, merging, retrieving, searching and indexing. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date and time data if the other technology properly exchanges date and time data with it.</p>	ME	<p>See Section 5 (colored tabs) of this binder for the Millennium Compliance Affidavit.</p>

**TABLE 2: BASIC VENDOR REQUIREMENTS**

<b>Requirement</b>	<b>RC</b>	<b>Discussion</b>
The vendor must provide a clear as to their operation and/or their product's current millennium compliance and direction. This statement will be marked "Millennium Compliance Affidavit".		

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
<p>The product must include a Prosecutor's Case Management module, a Juvenile module, a Victim/Witness module and an Investigation's module.</p> <p>System has separate Prosecutor and Juvenile modules providing for separate user access, system security and confidentiality of records.</p>	<p>ME</p>	<p>The DAMION application includes the following modules:</p> <ul style="list-style-type: none"> <li>• Adult Criminal</li> <li>• Juvenile</li> <li>• Victim/Witness</li> <li>• Investigations</li> <li>• Civil (including Asset Forfeiture)</li> <li>• Family Law (including Welfare Fraud Investigations)</li> </ul> <p>While all modules share a common person database, each module has separate security controls. This provides the ability to allow users access to only certain modules, while being restricted from others.</p>
<p>3.2 The modules listed in 3.1 above must be integrated with each other. For example, all three must share a single file for common information, e.g., defendant name, defendant address, defendant social security number, victim's name, investigator assigned, charges, etc.</p> <p>An investigation can be requested from the Prosecutor's Module and will appear in the Investigator's Module, or an Investigation can be opened in the Investigator Module independent of a criminal case and subsequently a request from the investigator for a criminal case to be filed will appear in the Prosecutor's Module for their review and charging decision.</p> <p>A victim can be added from the Victim/Witness module, which updates a single Person File and can be accessed from the Prosecutor's module.</p>	<p>ME</p>	<p>All of the DAMION modules share a common person database from which participants within a case can be drawn. In the person database is all of the information relative to the individual, including address, phone number, social security number. This information is maintained for defendants, victims, witnesses, officers, investigators, relatives and interested parties. Other information such as charges and prosecutor's names are available in tables. Tables common to all modules, for example, prosecutor's names are only entered once in any one of the modules and become available to other modules.</p> <p>The investigations and victim/witness modules are tightly linked to the Adult Criminal and Juvenile modules. A request by a prosecutor to an investigator to perform a service will automatically create the investigation. From the investigation's module if an independent investigation has been started, a criminal case in either the Adult Criminal or Juvenile module can be automatically be created, by pressing a single button.</p> <p>Names of defendants, victims, and witnesses entered in either the Victim/Witness or Investigations modules, become immediately available to all other modules. A search feature exists within the Investigations module</p>



**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
		that provides the ability to automatically update in the investigation file, the names of persons involved in the criminal case. As a criminal case goes on, additional defendants, victims and witnesses may be added to the criminal case. Pressing a single button will update all of these details in the investigations module.
<p>3.3 System is to be "person-based" as well as "case-based".</p> <p>To be a person-based, it must have the ability to identify a person and all related case information associated with that person, i.e., an inquiry on an individual identifies, at a minimum, all aliases, all cases, relationship to case (defendant, victim, witness, or parent/guardian of juvenile) and charges.</p> <p>To be case-based, system must have the ability to identify a case and all related persons associated with the case and their relationship to the case (defendant, co-defendant, victim, witness or parent/guardian of juvenile).</p>	ME	<p>DAMION is both a person-based as well as case-based system. Person records are stored separately from the case file, meaning that only one record per individual needs to be maintained, regardless of how many times that name becomes linked to a case.</p> <p>From the person database, once a name has been located, all information on that individual is immediately available. This includes personal data, address, aliases, gangs, as well as any case the person has been linked to in any role. This further allows the user to access details on others involved in the case. For example, by searching for a victim's name, the names of all suspects, defendants, witness or other victims can be immediately found.</p>
<p>3.4 The system must easily expand to accommodate increases in record and database size and concurrent user access without degradation in response time.</p>	ME	<p>The application has been designed to allow for addition of records and database size without system degradation. The use of a local or wide area network has been optimized to reduce network traffic, while efficiently extracting information from the database server.</p> <p>Also, Contractor has provided a server configuration that provides for at least five years growth of users and data.</p>
<p>3.5 Context sensitive on line help screens must be available in all modules.</p>	ME	<p>DAMION has context sensitive on-line help that is available to users on all windows. The help file, while being context sensitive still allows a user to scroll backwards and forward to view help for all fields on that window without having to exit and re-access the help file from another field.</p>
<p>3.6 The system will support client/server architecture and provide Graphical User Interfaces for PC workstations.</p>	ME	<p>DAMION runs in true client/server configuration that makes use of "distributed intelligence" features, by treating both the server and the individual client workstations as intelligent, programmable devices, thereby exploiting the complete computing environment</p>

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
		<p>Users interact with the system through the industry standard Windows 95/98/2000 or Windows NT, all of which share a common user-friendly Graphical User Interface (GUI). Based on the use of drop-down menus, windowed regions on the screen and a mouse, DAMION's user-friendly design provides for easy interaction with the system, for users at all levels, including novice users.</p> <p>DAMION is deployed in two-tier client/server architecture; the back-end or the database server handles all data transactions, and maintains database integrity and security. The client workstation or front-end is the assembly point for system outputs that mainly consist of documents and reports.</p> <p>To optimize the network, the DAMION design includes a "Fat" client. At the client, document templates retrieved from local print servers are combined with charge text, which is stored locally. The use of localized file/print servers allows network optimization between client and server for database queries, updates, and extracts. Further, DAMION makes use of the local file servers for charge text and template storage to optimize network traffic and maintain high-levels of database response. For query-only needs the system can operate with a less-powerful desktop client.</p> <p>During document production, information retrieved from the database is fed into the template, along with any operator inputs required and/or requested by the template (user-defined). Thus, the client makes full use of the windows and word processor environments.</p>
<p>3.7 The system will offer both menu guided and hot-key access for all modules.</p>	<p>ME</p>	<p>DAMION can be operated using the mouse or keyboard or any combination of the two. For mouse users icons, drop-down menus and pop-up windows are provided. Users wishing to use the keyboard do the same in DAMION as they do in any windows application. The combination of the ALT or CTRL key plus an underscored character will open the desired function.</p>

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
3.8 The system must support multiple defendants per case number.	ME	DAMION support an unlimited number of defendants per case, and an unlimited number of charges per defendant.
3.9 The system must have the capability to permit authorized users to modify data.	ME	System security can be established that allows users to have either update or query-only privileges.
3.10 The system design will incorporate standards and concepts for open systems and system connectivity.	ME	<p>DAMION is portable across multiple technology platforms, from DEC Alphas to IBM RS6000, and runs on either the Windows NT® or Unix® family of operating systems. Windows NT is a 32-bit, preemptive operating system that features a Windows-like graphical user interface, networking, symmetric multiprocessing, multithreading and security. Like Windows NT, Unix is a multi-user, multitasking system. A powerful operating system because it is written in the C language, Unix is more portable – that is, not machine specific – than other operating systems.</p> <p>The Open Systems Interconnection (OSI) standard is a fundamental design parameter of the DAMION application, and extends to the client side for electronic mail, word processing and desktop calendar applications. The OSI model is a layered architecture or plan that standardizes levels of service and types of interaction for computers that are exchanging information through a communications network.</p> <p>The DAMION application is well integrated with most common desktop tools such as Lotus Notes, Outlook, GroupWise, Excel, QuattroPro, Access and many more. Using OLE (Object Linking and Embedding), DAMION allows for integration of Windows desktop tools within the application, or for sharing of data between DAMION and the desktop tools.</p>
3.11 The system will have the capability to import and export data at least in the format of Delimited ASCII.	ME	All reports and documents generated can be stored in a variety of formats permitting the information to be exported or imported in a delimited ASCII format.
3.12 The system must support an unattended backup device.	ME	The Oracle Job Scheduling System allows administrators to automate repetitive database tasks. Routine tasks, such as database backups, can be scheduled on a regular basis, giving the

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
		administrator more time to focus on value-added tasks. The Job Scheduling System can schedule and run jobs on remote sites, providing the kind of "lights out" management that is vital in a distributed environment.
3.13 The system will permit photographs and other scanned images to be brought into the system and connected to a case. These images can be viewed on inquiry or printed out.	ME	Photographs, graphics and any scanned images can be stored in the Note fields that are located throughout the application. For example, the Case of the Current Defendant window has a note field in which a mug shot of the defendant can be stored.
<p>3.14 IMAGE FORMAT</p> <ul style="list-style-type: none"> <li>- Documents: TIFF (Tagged Image File Format)</li> <li>- Photographs: JPEG (Joint Photographic Experts Group), GIF, BMP, PSD (PhotoShop)</li> <li>- With no proprietary file header formats to label digital images.</li> </ul>	ME	<p>All of the image formats described can be inserted into the note fields. Note fields are actually word processing documents and as such can have any image format embedded in them.</p> <p>Sine the image is stored in a document format, there is no proprietary file header formats labeling the images.</p>
3.15 The system has a field for entry and maintenance of bar codes. These codes are connected to a case.	MP	DAMION is capable of generating bar code labels, but not tracking the physical location of a file. Contractor has been reviewing this for a future release, but no date has been scheduled for the release of this feature. Contractor would be happy to discuss with County the development of this enhancement.
3.16 Must utilize and ODBC compliant Relational Database Management System (RDBS)	ME	The Oracle RDBMS database is fully ODBC compliant.
3.17 Demographic and other information related to an individual person or organization associated in any way (defendant, suspect, victim, witness, parent/ guardian, etc.) with any number of incidents should only be entered into the system once.	ME	The DAMION person database maintains person details separate from case files, thereby enabling information on an individual to be entered only one time and then be linked to a case as many times as necessary.
3.18 The system will provide the ability to track a person's activity in a gang or gangs.	ME	DAMION provides the ability to track gang affiliations of anyone in the database including suspects, defendants, victims, witnesses, relatives, interested parties, etc. An unlimited number of records can be stored against each person record, allowing the County to track changes in gang affiliations that may occur.
3.19 The system will provide the ability to track evidence related to a case and its status or whereabouts and to attach images	ME	An unlimited number of evidence records can be attached to each case file. DAMION provides the ability to track status, location,

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
of that evidence to the case.		disposition, etc. A note field is attached to each evidence record in which images, e.g., pictures of evidence can be stored.
3.20 The system will provide the ability to track drug and other lab tests (alcohol, DNA) being conducted in a case.	ME	Each defendant on a case can have an unlimited number of records tracking any type of lab tests performed, for example, blood, alcohol, or DNA. The record tracks the date and time of the test, the name of the lab performing the test, results, etc.
3.21 The system will provide the ability to track all participants in a case, including defendant(s), victim(s), witness(s), officer(s), defense attorney(s), guardian(s), relative(s) and other interested parties.	ME	All of the participants named are stored in the DAMION person database.
3.22 The system will provide the ability to generate Microsoft Word and WordPerfect documents, with data automatically merged from the database into the document.	ME	DAMION's document production function works with either Microsoft Word or Corel WordPerfect. Document templates are used to maintain standard language within documents and can keywords are embedded in the document. The keywords are used automatically extract information from the database, or stop and prompt a user to enter information or select from a list of values.
3.23 The system will provide the ability to merge information not found in the database into a Microsoft Word or WordPerfect document with the use of special user prompts or list boxes.	ME	As noted above, keywords can be embedded in document templates that will pause to allow a user to enter information not in the database, as well as provide a list of values from which the user can select the correct value. The user creating the template has full control over where the prompts occur, the language that is used to describe the prompt and the creation of lists of values.
3.24 The system will provide the ability to generate criminal Complaints listing multiple defendants, charges and charge victims. For example, a Complaint may have several defendants in the caption, and then each charge will include one or more of the defendant's names and list a victim or victims specific to that charge.	ME	The document production function within DAMION is designed to generate criminal Complaints in which the names of the defendants can be inserted in the caption, as well as in the individual charges. The name(s) of the charge victim can also be automatically inserted into the Complaint. A setup window is provided that allows the user to link the charges to a defendant and victims to the charges and then replicate the information to other defendants as needed.
3.25 The system will provide the ability to generate multiple subpoenas (including multiple types of subpoenas) with on action as a group of documents.	ME	Subpoenas in DAMION are generated in the same fashion as any other document or letter, in that they are generated from the case file where all the information on the event and the

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
		<p>victims/witnesses to receive subpoenas are located. A subpoena is generated using the calendar item that was entered that requires the victims/witnesses to appear, for example, a court trial. When subpoenas are generated, only those victims/witnesses to be subpoenaed are selected.</p> <p>A complete list of all victims and witnesses is maintained on another window, while only the witnesses or victims receiving subpoenas are displayed on the calendar entry. The system maintains a list of subpoenas that have been generated for each case, which includes the type of subpoena, the date and time each was generated and the name of the user who actually generated the subpoena. All of this information is maintained in the document generation window.</p> <p>If a victim or witness should not receive a subpoena or a re-issuance, their name is deleted from the calendar record, but not from the case file. Subpoenas can be generated at any time based on any actions.</p> <p>DAMION provides the ability to create multiple subpoenas and types of subpoenas at the same time, printing them on different printers as a real-time group document generation process. For example, if three witnesses were to receive a subpoena and a hospital to receive a records request, the user would attach each of these four individuals to the calendar record and then specify the type of document each should receive. If the various types of documents needed to be printed on different printers, the user would specify this. This allows for an unlimited number of subpoenas to be generated with a single action. As with any document generated, subpoenas may be regenerated or edited at any time.</p> <p>Documents generated by DAMION, such as subpoenas, remain linked to the case file until the System Administrator instructs them to be purged.</p>

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
3.26 The system will provide the ability to track the service of subpoenas.	ME	<p>DAMION's Document Tracking function is used to track subpoena service for County generated subpoenas or for subpoenas that may have been received from outside the County and state.</p> <p>The Document Tracking feature allows for records to be maintained with information on the actual service of the subpoena, for example, if it was served, to whom and at what date and time, or if it was delivered to someone other than the recipient. These records are attached to each subpoena.</p> <p>Subpoenas can be retrieved by a variety of data elements, including case number, defendant name, date served, etc.</p> <p>From the document tracking window, the user can edit the subpoena as well as retrieve the history of any other subpoena served to this individual. This allows someone having difficulty serving a subpoena to review other documents sent to this individual in the hopes of finding another address. The user can also track all the reasons for non-service.</p>
3.27 System will be able to track changes of address on subpoenas	ME	See response to item 3.26 above.
3.28 System will be able to notify user before hearing whether all subpoenas have been served.	ME	An ad hoc report can be created that extracts information on all subpoenas where service has been attempted and their status, for example, served, not served.
3.29 The system will be compatible with recognized industry Email protocols and standards, specifically Lotus Notes.	ME	The DAMION application is well integrated with most common desktop tools such as Lotus Notes, Outlook, GroupWise, Excel, QuattroPro, Access and many more.

**TABLE 4: MANGEMENT REPORTS**

<b>Requirement</b>	<b>RC</b>	<b>Discussion</b>
4.1 The system includes a number of standard reports, for example, filings by month and caseload by date by office and attorney.	ME	The following is a list of standard reports that can be made available with the DAMION application: <ul style="list-style-type: none"><li>• Attorney Calendar</li><li>• Attorney Tickler</li><li>• Case Intake</li><li>• Charge Query</li><li>• Attorney Caseload</li><li>• Crime Stats Monthly</li><li>• Crime Stats – Unissued Cases</li><li>• Crime Stats YTD</li><li>• Defendant History</li><li>• Speedy Trial</li><li>• Victim Notification Rights</li><li>• Victim Notification</li></ul>
4.2 The system will allow for ad-hoc reports to be created without requiring knowledge of programming languages.	ME	Any person who has knowledge of the DAMION application can use the Ad Hoc report writer. The report writer does not require programming knowledge. The interface to the report writer is a forms interface allowing the user to select tables and data elements from drop-down menus.
4.3 The software will have the capability to export caseload data and financial data to most Microsoft Excel and Lotus 1-2-3.	ME	Any information generated in a standard or ad hoc report can be saved in a text format from which it can be exported to or imported by programs such as Microsoft Excel and Lotus 1-2-3.
4.4 A user will be able to direct reports to a workstation screen, Email system, file or printer.	ME	All reports can be directed on-screen, printed, emailed or saved to a file.
4.5 The system will support both landscape and portrait printing.	ME	Reports can be printed in either landscape or portrait printing format.



**TABLE 5: SYSTEM SECURITY**

Requirement	RC	Discussion
<p>5.1 All application and data files must be protected from unauthorized access through the use of passwords and other security mechanisms.</p>	<p>ME</p>	<p>DAMION deals with sensitive data concerning files and cases at the District Attorneys' office by using a sophisticated system that carefully reflects job functions. Proper clearance to system components is limited to users requiring access to carry out their responsibilities. DAMION's built-in security mechanisms control access to some functions, to individual database objects and data, and to the database as a whole, as is further described below.</p> <p>DAMION has six levels of security. These levels of security allow you to limit:</p> <ul style="list-style-type: none"> <li>• Who can access the database, which are set through the User Name and Password</li> <li>• What modules a user can access</li> <li>• To what offices (for multiple locations) a user will have access rights established.</li> <li>• What screens and data elements a user can access.</li> <li>• A users ability to update the database, versus only being able to query for information.</li> <li>• Case or sub-case sealing.</li> </ul>
<p>5.2 A method to prevent the determination of user's passwords must be provided.</p>	<p>ME</p>	<p>Passwords are never displayed on a user's screen in a readable font. In addition, user IDs and passwords are stored in area of the system accessible only by the System Administrator. Even in this area, the passwords are encrypted and not viewable by the System Administrator. The System Administrator can reset a user's password if the password has been forgotten, allowing the user to log back into DAMION and to create a password of their choosing.</p>
<p>5.3 Authorized personnel must be able to change or delete passwords and change functions authorized to passwords at will.</p>	<p>ME</p>	<p>The initial password for each user is automatically created by the system at the time the user's login is created. By default the password is the same as the user id. The user has the ability to reset their own password at any time and should a user forget their password, the System Administrator can also reset a user's password. The System Administrator also has the rights to change a user's security privileges or to disable a user's access to the system.</p>

**TABLE 5: SYSTEM SECURITY**

Requirement	RC	Discussion
<p>5.4 The system Administrator must be able to specify which functions can be performed by each individual user and/or group of users.</p>	<p>ME</p>	<p>The following security features can be used to provide a user or group of users with the appropriate level of security.</p> <p><b>Menu/File Security</b>                      When running DAMION, the availability of certain menu items and/or icons depends on the roles to which the user has been assigned. For example, if the menu role is defined for Investigator's module only; then the user assigned to this role can only access those menus items that pertain to Investigative files. They will not be able to access other types of files like Criminal, unless given explicit permission.</p> <p><b>Role-Based Security</b>                      Roles are user-defined collections of privileges that can be granted to, and revoked from users, and can help manage the complexity of privileges. For example, Role 1 can be created, and be granted all the privileges needed to perform their job. In addition, a Role 2 can be created and granted to Role 1. In this way, a Role 1 user receives all the privileges already granted to the Role 2 user, plus the additional privileges of Role 1.</p> <p>To later grant an additional privilege to all Role 1 users, you need only grant an additional privilege to the role itself. Similarly, to revoke a privilege from all Role 1 and 2 users, you need only revoke the privilege from the role they've been assigned.</p> <p>A role for a user can be explicitly disabled to prevent them from using a certain collection of privileges when it is no longer appropriate (such as when the individual changes jobs). In addition, a role can be dropped completely from the database, making it no longer available to any user.</p> <p><b>Office-Level Security</b>                      DAMION users have specific assigned privileges concerning their access to data records belonging to the various offices in the district or County.</p>

**TABLE 5: SYSTEM SECURITY**

Requirement	RC	Discussion
		<p>A user is assigned to one office. A user can be granted access to query, but not update data records belonging to one or more offices or a user can be granted access to manipulate, i.e., add, update and delete data records belonging to one or more offices.</p> <p><b>Screen Data Manipulation Security</b>                      Each DAMION data entry window has certain user access mechanisms. The access mode can be Query mode or All Update mode. Specific groups of users are granted access to certain modules in Query mode only, meaning that users belonging to such a group can use those modules in Query mode only, i.e., can see, but not update.</p> <p>For example if user X belongs to group A, and group A has only Query access to the File Entry Maintenance window, then user X can only query records in this module, and cannot update or delete them.</p> <p>On the other hand, other groups of users may have been granted access privileges to certain modules in the All Update mode, i.e., can see and update records. An example of this would be if user Y belongs to group B and group B has All Update access to the module File Entry Maintenance window. User Y would have permission to query and update records in this module.</p>
<p>5.5 There should be no restrictions on the number of users that can access any program module.</p>	<p>ME</p>	<p>Neither DAMION nor the Oracle database has any limitations on the number of users that can access any module. The number of users allowed to access the database is a function of the number of licenses a customer has purchased.</p>
<p>5.6 The system will provide an audit trail for every data entry and change.</p>	<p>ME</p>	<p>DAMION has a journaling function that records every single transaction on the system. It records who made the transaction, what they did (add, delete, modify) and the date and time of the transaction. The journal function also includes a snapshot of records as they are added, deleted or modified. This maintains a history of the transactions for each record, which allows for recovery of lost or changed data. It can also be used for security reasons to</p>

**TABLE 5: SYSTEM SECURITY**

Requirement	RC	Discussion
		<p>see who made the change. In addition, a read-only field lists the name of any user that adds a person to the database. This field is visible to anyone who has read or write privileges to the Person Information screens.</p> <p>DAMION's ad hoc report function can be used to generate a report from the journal showing field names and the user who updated the record if desired. Also, any ad hoc or standard reports that are generated will list the name of the user who generated the report.</p>
<p>5.7 Any function can be made a secure function.</p>		<p>DAMION provides several methods for ensuring that sensitive data is created and/or viewed only by those users deemed necessary. The first method is through the use of roles. Roles limit a users access to various sections and functions inside the application. DAMION users can also be limited through the System Administrator assigning them to specific offices, which can also have specific assigned privileges granted them. Lastly, each case within DAMION can be sealed and only those users given the sealed user role would have the ability to view the record or portion thereof. The sealing can be done at the top, meaning the entire case is sealed or at multiple levels within the case. For example, a victim's name and involvement within a case can be sealed; this would also apply to suspects, defendants and witnesses, or specific information about the individual such as address can be sealed. Other objects within DAMION can be sealed, for example, an event or a piece of evidence.</p>
<p>5.8 The system will provide the ability to seal off a case or parts of a case for viewing or updating only by authorized users.</p>	<p>ME</p>	<p>Each case within DAMION can be sealed and only those users given the sealed user role would have the ability to view the record or portion thereof. The sealing can be done at the top, meaning the entire case is sealed or at multiple levels within the case. For example, a victim's name and involvement within a case can be sealed; this would also apply to suspects, defendants and witnesses, or specific information about the individual such as address can be sealed. Other objects within DAMION can be sealed, for example, an event or a piece of evidence.</p>

**TABLE 5: SYSTEM SECURITY**

Requirement	RC	Discussion
5.9 The ability to invoke security precautions at the operating system level is required to prevent unauthorized access through network connections to the computer system.	ME	DAMION does not provide security at the operating system level. This would be a function of County's Network Administrator.

**TABLE 6: INQUIRIES**

Requirement	RC	Discussion
<p>6.1 The system will provide for easy retrieval of information. The system will provide for the ability to search for information using almost any information or combination of information within the record(s).</p>	<p>ME</p>	<p>Information can be retrieved from DAMION from a variety of screens, using any number of criteria, singly or in combination. The following are examples, of some fields that can be used to retrieve information on people and cases within the Criminal module. Other modules have other unique fields, by which data can be retrieved.</p> <p><b>Agency Report Log</b></p> <ul style="list-style-type: none"> <li>• Case number</li> <li>• Received date</li> <li>• Offense date</li> <li>• Time</li> <li>• Police report number</li> <li>• Case Type (felony, misdemeanor, etc.)</li> <li>• Review Prosecutor</li> <li>• Filing Officer</li> <li>• Report Disposition</li> <li>• Reason</li> <li>• Intake Type (jail, mental health hold, etc.)</li> <li>• Crime Type (robbery, assault, etc.)</li> <li>• Prosecutor Office</li> <li>• Filing Agency</li> <li>• Disposition Date</li> <li>• Victim/Witness Advocate</li> </ul> <p><b>Case Worksheet</b></p> <ul style="list-style-type: none"> <li>• Case Number</li> <li>• Case Name</li> <li>• Prosecutor</li> <li>• Office</li> <li>• Advocate</li> <li>• Status</li> <li>• Venue</li> </ul> <p><b>Attorney Caseload Distribution</b></p> <ul style="list-style-type: none"> <li>• Attorney name</li> <li>• Prosecutor type</li> <li>• Start date</li> <li>• End date</li> <li>• Case type</li> <li>• Crime type</li> </ul>

**TABLE 6: INQUIRIES**

Requirement	RC	Discussion
		<p><b>General Person Lookup System</b></p> <ul style="list-style-type: none"> <li>• Last Name</li> <li>• First Name</li> <li>• Middle Name</li> <li>• Drivers License number</li> <li>• Social Security number</li> <li>• Date of Birth</li> <li>• Sex</li> <li>• Race</li> <li>• State ID number</li> <li>• FBI number</li> <li>• Person Type</li> </ul>
<p>6.2 The system must be able to search on parts on names, addresses or other entries, using wild card characters for unspecified section of the entry.</p>	<p>ME</p>	<p>Wildcards can be used in any searchable field within DAMION and a sounds-like function is available in the General Person Lookup System to assist in searching for names where the exact spelling is not known.</p>
<p>6.3 The system will provide the ability to search on ranges of information in applicable fields such as date and weight fields. Searching for values "&lt; than," "&gt; than," and "not = to" a specific entry will also be available.</p>	<p>ME</p>	<p>DAMION provides the user with the ability to search on virtually every field in the system. Special Query Forms have been created which allow for more detailed searches and include date range searches. DAMION was developed using Oracle's Developer 2000 and as such allows for the use of several Boolean operators such as &gt;, &lt; and &lt;&gt; (not equal). At the current time, DAMION does not permit a search over a range in the weight field.</p> <p>Contractor would be happy to discuss modification to the search functions with County.</p>
<p>6.4 The system will be able to go directly to desired fields to enter search criteria eliminating the need to proceed consecutively through numerous preceding fields.</p>	<p>ME</p>	<p>Users interact with DAMION through the user-friendly industry standard Windows 95 Graphical User Interface. This design allows for users to easily navigate through the system using either the keyboard or mouse. As such users are able to quickly select and move to any field desired whether in standard or query mode.</p>

**TABLE 7: SYSTEM SOFTWARE AND OPERATING SYSTEM**

Requirement	RC	Discussion
7.1 Operating system software and application software should not prohibit the inclusion of third party software on the system.	ME	DAMION is designed with any open architecture enabling all types of third party software to be used. For example, OLE provides interfaces to nearly all common desktop tools and because of Oracle's ODBC/JDBC compliance, third party applications such as Crystal Reports can be used with DAMION.
7.2 Operating system must provide for the prioritized processing of jobs and must issue messages to the operator as needed.	ME	Windows NT does provide for process prioritization, including for increasing or decreasing a processes priority as deemed appropriate. However, messages indicative of a priority problem are not issued. NT does not operate using a batch process as found in AS 400.
7.3 There should be no batch updating or processing required using the system on a system daily basis.	ME	DAMION is set up to run on a real time basis utilizing a recommended server set-up capable of handling Ccounty's specified workload. No batch processing is necessary.
7.4 The system should be capable of running back-ups for all database files without completely taking down the system.	ME	This function is supported by the Oracle database.
7.5 The system must provide for the queuing and dispatching of input/output operations in order to provide concurrent multi-task input/output support.	ME	DAMION is a multi-tasking system.



**TABLE 8: DATA PROTECTION REQUIREMENTS**

Requirement	RC	Discussion
8.1 System must be able to perform backup of all data files onto an industry standard magnetic storage medium in industry standard formats.	ME	This process is supported.
8.2 Procedures and programs will be provided which enable rapid recover from hardware or software failure.  Explain.	ME	System backups will protect the system in case of failure. Oracle also records all transactions in log files, which can be archived. These archived log files can be applied after a failure in order to perform a point-in-time recovery.
8.3 Must protect against unintentional add/ modify/delete transactions.  Explain.	ME	<p>In order to protect against unintentional transactions, multi-level security is provided that can limit a users access to view only, prohibiting them from functions such as add/modify/delete. Also, users must explicitly save their work, so if they unintentionally add, modify or delete they can cancel (rollback) the transaction.</p> <p>A journaling function also allows for tracking changes including who made the change, the date and time and the exact nature of the change.</p>
8.4 The system must have the capability to recover lost data and transactions up to the point of system failure. System disruptions will result only in the loss of data in transactions underway during disruption.	ME	<p>Use of the archived log files mentioned above in item 8.2 will allow for point-of-time data recovery.</p> <p>It is possible to minimize all down time and possible loss of data through the installation of Oracle Parallel Server. This option, though requiring a greater initial investment in hardware, would ensure high system availability and maximized load bearing, while at the same time reducing the impact of a hardware failure and/or data loss. Oracle Parallel Server allows, in the case of a failure, for the relocating of service to a viable system in the cluster, which maintains the availability of applications or data. Additionally, administrators can manually relocate services for load balancing or hardware maintenance or update a storage configuration, as well as other service information in the database configuration, without interrupting a service's availability to its clients.</p>

**TABLE 8: DATA PROTECTION REQUIREMENTS**

Requirement	RC	Discussion
8.5 Adequate protection is provided against inadvertent damage to files or data in files.  Explain.	ME	<p>Contractor recommends to all clients that their selected DAMION server be configured using several RAID levels dependant on the clients case volumes.</p> <p>Through the use of RAID configurations, loss of data due to media failure can be minimized if not completely eliminated. A typical server will use a combination of RAID levels 0, 1 and 5 depending on the system section in question. In addition, Oracle Parallel Server will ensure a much more stable environment for data integrity.</p> <p>DAMION also provides for data security through the use of User roles and access capabilities associated with these roles, thus limiting data access to an as needed basis.</p>

**TABLE 9: DATABASE REQUIREMENTS**

Requirement	RC	Discussion
<p>9.1 Suggested data fields are listed Appendix A. Vendor will supply a sample data table for approval by the District Attorney's Office.</p> <p>The suggested Data Table in Appendix: A is not final or complete. Vendor and or County District Attorney's Office may add (or delete) additional data fields, and Vendor may propose a difference structure.</p> <p>The suggested Data Table does not establish relationships between data fields. The Vendor will provide the relationships with the proposed Data Table.</p>	<p>ME</p>	<p>On Appendix A, starting on the next page, Constellation has listed the tables (screens) on which the data elements listed can be found.</p> <p>It is understood, that the list is not final or complete and that County may request customization of the DAMION product.</p> <p>The DAMION data model is considered intellectual property that is proprietary to Contractor. We would be happy to share this information with County under a non-disclosure agreement.</p>
<p>9.2 The system will provide for mandatory use of specified "codes" in certain fields, such as case status or disposition.</p>	<p>ME</p>	<p>Several fields within DAMION are considered mandatory. Contractor would be happy to review, which specific fields with County would want to be made mandatory.</p>
<p>9.3 The system will provide for the ability to immediately view all valid codes for a "coded" field in the form of a drop-down list. The user will be able to select a code from the list. Whereupon the system enters the code in the field.</p>	<p>ME</p>	<p>All code tables are accessible through drop-down menus, which can be selected with the use of a mouse or keyboard. A user if familiar with a code, can also type that directly in the field, therefore speeding up the data entry process. Also, typing the first few letters of the value desired can easily shorten long code tables.</p>
<p>9.4 The system will be Table driven. Drop-down lists for coded fields will be in separate tables. These tables must be maintainable by County District Attorney Office personnel.</p>	<p>ME</p>	<p>DAMION is table driven. Each table is stored separately and is easily maintainable by the County District Attorney's Office personnel. It should be noted however, that fields from a single data table may appear on multiple screens, but are store in a single table for ease of maintenance.</p>
<p>9.5 System will store all known aliases and automatically link them to all applicable cases.</p>	<p>ME</p>	<p>Because DAMION is a person-based system, the records of individuals are stored separately from the case file. Aliases are stored in the person database. Therefore, when an individual is linked to a case both his/her real name is immediately available as well as any known aliases. Also, if a name that is an alias is searched for in the person database, the real name can be found by pressing single button</p>

**TABLE 9: DATABASE REQUIREMENTS**

Requirement	RC	Discussion
9.6 Must track unlimited charges per case, per defendant.	ME	DAMION supports the ability to track an unlimited number of charges per defendant.
9.7 Must provide a complete history of hearings and continuances.	ME	DAMION provides for historical tracking of all events and documents related to a case through its action/event (calendar) functions. In addition, please refer to the response to 9.12 below
9.8 Must allow for distinct case and log numbers for separate physical offices.	MP	DAMION does allow for this feature through a manual process, however, Contractor would be happy to discuss with County the development of this enhancement to occur automatically.
9.9 Event dates must be automatically calculated by the system to meet mandated time-frames. These time-frame setting are under the control of the System Administrator.	ME	With the use of DAMION's automatically calculated event system, future events can be pre-programmed to be created automatically. This means once one event has been entered, the next event or series of events will automatically be created by DAMION with the required dates/timelines as set up by the administrator. For example, if a preliminary hearing is set to occur 10 days after the arraignment, once the event for the arraignment has been entered, DAMION will automatically create the preliminary hearing event for 10 days after the date of the arraignment.
9.11 Will utilize an acceptable Graphic User Interface with dynamic cut, copy and paste to other Windows programs.	ME	DAMION is designed using Windows 95's intuitive Graphical User Interface and, as such, allows for this functionality on a field basis. Based on the use of drop-down menus, windowed regions on the screen and a mouse, DAMION's user-friendly design provides for easy interaction with the system for users at all levels, including novice users.
<p>9.12 Must have an integrated calendar.</p> <p>This includes the ability to show hearing dates by case, defendant or prosecutor.</p> <p>Ability to generate and edit a "daily calendar" which could include all hearing for D.A. staff for a particular day.</p> <p>Ability to calendar events for defendants and prosecutors individually.</p> <p>Ability to enter a date into the database by pointing and clicking on a date on a calendar which appears in a window.</p>	ME	<p>All hearings, continuances or other types of actions/events are entered in DAMION's Action/Event function. All actions/events are tracked against each case.</p> <p>DAMION is integrated with desktop calendar applications such as Outlook or GroupWise. Actions/Events entered in DAMION can be posted to a prosecutor or other staff member's calendar, thereby generating a reminder of that event.</p>

## EXHIBIT "C"

### TRAINING

#### Overview

The training program provided to County will start with Contractor providing training to all users before the DAMION system goes live. Using a train-the-trainer model, Contractor will ensure that a core group of users have sufficient knowledge to subsequently train new users for upgrades.

#### Training Curriculum

Contractor will provide four levels of training to County.

##### Basic User Training

1. Length One ½-day session
2. Audience Investigators, Victim/Witness, Child Abuse, Paralegal, Prosecutors.
3. Prerequisites Windows 95, Corel WordPerfect 8 SP7
4. Computer Skill Level Low
5. Curriculum
  - Basic Skills:
    - Navigation
    - Query
    - Basic data entry
    - Generating Standard and Ad Hoc Reports

##### Intermediate User:

1. Length Three ½-day sessions
2. Audience Support Staff, D.A., Chief Ass't, Ass't.D.A.,
3. Prerequisites Windows 95, Corel WordPerfect 8 SP7
4. Computer Skill Level Intermediate
5. Curriculum
  - Intermediate Skills:
    - Navigation
    - Query
    - Data Entry
    - Legal Document Production
    - Generating Standard and Ad Hoc Reports

##### Advanced:

1. Length Eight ½-day sessions
2. Audience Legal Services Supervisors, Office Mgr., Analyst
3. Prerequisites Windows 95, Corel WordPerfect 8 SP7
4. Computer Skill Level High
5. Curriculum
  - Intermediate Skills:
    - Navigation
    - Query
    - Data Entry
    - Legal Document Production
    - Generating Standard and Ad Hoc Reports
  - Advanced Skills:
    - Creating Document Templates
    - Designing Ad Hoc Reports

**System Administration:**

- |                         |   |
|-------------------------|---|
| 1. Length               | Two ½-day sessions  |
| 2. Audience             | System Administrators, Office Administrators and Clerical Supervisors   |
| 3. Prerequisites        | Windows 95, Corel WP 8 SP7, Windows NT or Unix O.S.   |
| 4. Computer Skill Level | High  |
| 5. Curriculum           | <ul style="list-style-type: none"><li>• Adding and Maintaining Users</li><li>• Maintaining Roles</li><li>• Adding and Maintaining lists of values</li></ul> |

**Maximum Class Size**

- |                         |   |
|-------------------------|---|
| • System Administration | 6 |
| • Advanced              | 6 |
| • Intermediate          | 8 |
| • Basic                 | 8 |

**Continuity of Classes**

To maintain continuity of study, classes made up of multiple sessions should not have more than one half day between each session. For example, a three session intermediate class could run:

- Three mornings or afternoons in a row
- Two mornings and one afternoon or vice versa.
- Morning, afternoon, morning or vice versa

Individuals, who will act as System Administrators, must have completed either an Advanced Clerical or Management class or an Intermediate class before taking the System Administration class.

**Training Schedule Breakdown**

To assist with the implementation of DAMION an implementation team made up of system administrators, supervisors, etc. will be trained in advance of the general user population. These individuals will be responsible for creating document templates, designing ad hoc reports, assisting with the data conversion process, and installation and set-up of DAMION.

**Services and Equipment**

The training environment will also provide the following services/equipment:

**Database Server:**

Availability of the database server intended for production, configured and loaded with the Oracle Server software and "practice" conversion data in the training database.

## File and Printer Servers

At each of the training locations, a file/printer server will be available in the classroom environment, including a dedicated laser printer in the classroom.

## ASSUMPTIONS AND PREREQUISITES

### General User Prerequisites

It is assumed that all attendees will have had experience with a Windows 95 environment and can perform the following functions.

- Navigating Windows 95 – Mousing, windowing, using the desktop, Taskbar and Start button.
- Managing Files and Folders – Moving, copying, deleting, viewing, creating and renaming files and folders.
- Running Programs – Starting and exiting programs and managing program icons.
- Keyboard Typing – Using the keyboard at a level that is consistent with the requirements of their position.

### System Administration Prerequisites

The following courses are recommended for DAMION System Administrators.

#### NT 4.0 Operating System

- Administering Microsoft Windows NT 4.0
- Supporting Microsoft Windows NT 4.0 Core Technologies

#### Oracle Database

- Oracle 8 Database Administration
- Oracle 8 Backup and Recovery Workshop
- Introduction to Oracle: SQL and PL/SQL

## Training System Requirements

COMPONENTS	CLIENT WORKSTATION REQUIREMENTS	TRAINING SERVER REQUIREMENTS
CPU	Pentium 100 or 133 MHz	Intel, DEC Alpha or RS6000
Memory	32 MB	40 MB
Hard Drive (free space)	150 MB	600 MB
Network Protocol	TCP/IP	TCP/IP
Video	800 x 600 pixels, 256 colors	800 x 600 pixels, 256 colors
Operating System	Windows 98 or Windows NT	UNIX or Windows NT
Word Processor	WP 8.0/9.0 or MS Word 97/2000	N/A

## Continuity of Classes

To maintain continuity of study, classes made up of multiple sessions should not have more than one half day between each session. For example, a three session intermediate class could run:

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- Three mornings or afternoons in a row
- Two mornings and one afternoon or vice versa
- Morning, afternoon, morning or vice versa

Individuals, who will act as System Administrators, must have completed either the Core User training or the Full-time User class before taking the System Administration class.

## **Services and Equipment**

The training environment will also provide the following services/equipment:

### Database Server

Availability of CLIENT Microsoft NT Server intended for production, and configured and loaded with the Oracle Server software and "practice" conversion data in the training database.

### File and Printer Servers

At each of the training locations, a file/printer server will be available in the classroom environment, including a dedicated laser printer in the classroom.

## **Assumptions and Prerequisites**

### General User Prerequisites

It is assumed that all attendees will have had experience with a Windows 98 environment and can perform the following functions.

- Navigating Windows 98 - Mousing, windowing, using the desktop, Taskbar and Start button.
- Managing Files and Folders - Moving, copying, deleting, viewing, creating and renaming files and folders
- Running Programs - Starting and exiting programs and managing program icons.
- Keyboard Typing - Using the keyboard at a level that is consistent with the requirements of their position.



**EXHIBIT "D"**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation at Selected Milestones**

- A. For Contractor services to be rendered under this contract, Contractor shall be paid a total contract amount, including cost reimbursements, not to exceed \$121,505.00, and not including tax.
- B. Payment for services and / or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in **ARTICLE II, Contractor's Statement of Work**.
- C. Upon delivery to County of item(s) specified below, Contractor shall submit to the County **DESIGNATED REPRESENTATIVE** an invoice for the service performed in accomplishing each milestone. These invoices must cite the assigned Purchase Order Number. County **REPRESENTATIVE** shall evaluate the quality of the service performed and / or item(s) delivered and if found to be satisfactory shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation.

**Payment Milestones**

<u>Milestone Description</u>	<u>Percentage of Total Contract (less contingency)</u>	<u>Maximum Amount Chargeable</u>
Contract Signing	30%	\$36,451.50
Completion of data conversion	25%	\$30,376.25
Development of DAMION as production system	25%	\$30,376.25
Final payment following 60 days of trouble-free production	20%	\$24,301.00
<b>Total</b>		<b>\$121,505.00</b>

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in Statement of Work have been delivered and found to be satisfactory.

- D. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billing or seek any other legal remedy.

E. The Contractor will deliver to the County the following software items and service deliverables:

1. DAMION Criminal Module for 53 users
2. DAMION Adult Criminal Module
3. DAMION Juvenile Module
4. DAMION Investigations Module
5. DAMION Victim/Witness Module
6. DAMION Ad Hoc Report Module
7. DAMION Legal Support Module
8. Oracle<sup>1</sup> RDBMS for 53 users
9. Oracle Toolset
10. JALAN Interface

F. The second year Annual Silver Maintenance Fee for DAMION shall be \$15,000.00. Thereafter annual increases in the maintenance fees will not exceed a percentage increase equivalent to the annual percentage rate of increase in the Consumer Prices Index.

G. The first and second year Annual Maintenance Fee for Oracle will be \$1,865.00. This is based on a Maintenance rate of 22 percent per seat multiplied by 53 users. Third and subsequent years of Maintenance Fees for the Oracle RDBMS will be calculated using the formula of the ORACLE Maintenance Fee percentage multiplied by the then current Oracle License Fee

H. All Maintenance Fees shall be paid within thirty (30) days of invoice at the beginning of the maintenance period.

I. Overdue payments shall bear interest at the rate of 15% per annum on the amount outstanding from the date when payment is due until the date payment in full is received by Contractor.

J. In addition to the fees payable by the County to the Contractor, all taxes and other levies, including sales and use taxes (but excluding taxes based on the net income of Contractor resulting from this Agreement) shall be the responsibility of the County.

K. The Contractor will maintain the DAMION software in Escrow for the County, as described in Exhibit "A-1". The Contractor agrees to pay all fees associated with the Escrow of the DAMION software.

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<sup>1</sup> The Oracle RDBMS is a limited runtime license, inexorably linked to the DAMION application, with use strictly limited to the DAMION application. 18-0876 C.66 of 132

**TABLE 1 – COST PROPOSAL**

Year One	Description	Cost
<b>Software:</b>		
Case Management System	DAMION Adult Criminal Module – 53 named users	\$65,400
Investigation Module		Included
Juvenile Module		Included
Other	Oracle RDBS – 53 named users	\$4,240
Victim Witness Module		Included
<b>Install Software</b>		\$10,000
<b>Training</b>		\$10,000
<b>Data Conversion</b>		\$20,000
<b>Create interface with JALAN Jail System to receive logs from Jail and process into Case Management System</b>		\$10,000
<b>Other</b>	Document Template Conversion <sup>2</sup>	Included
<b>Software maintenance, Case Management, year one</b>		Included

<sup>2</sup> Conversion of the word processing templates is included in the price quoted for data conversion. However, this is only for the templates. Conversion of keywords will need to be quoted separately based on an analysis of the type and number of keywords to be converted.

**TABLE 1 - COST PROPOSAL**

<b>Maintenance, other</b>	Oracle RDBMS	\$1,865
<b>Sub Total</b>		\$121,505
<b>Sales tax @ 7.5%</b>	Constellation is not aware of any sales tax that would apply to the sale of the DAMION application in California. Should El Dorado County discover that sales tax does apply, El Dorado County would be responsible for the payment of sales tax.	N/A
<b>Total Cost, Year One</b>		\$121,505
<b>Year Two</b>		
<b>Software Maintenance, year two</b>	DAMION maintenance	\$15,000
<b>Other maintenance</b>	Oracle RDBMS maintenance	\$1,865
<b>Total Cost, Year Two</b>		\$16,865

## EXHIBIT "E-1"

### MAINTENANCE

**MAINTENANCE.** In consideration of payments to be made by County to Contractor as set out in Exhibit "D", Contractor agrees to provide the following Silver Service Level software maintenance services during the periods covered by the maintenance fees:

1. Contractor will maintain the System Software so that it operates in conformity in all material respects with the descriptions and specification for the Software set forth in the Documentation.
2. In the event that County notifies Contractor of any errors or defects in the Software, Contractor will provide support, as described in the Contractor's Maintenance Policy in Exhibit "E-2", in the form of assistance and advice on the use and maintenance of the Software.
3. Contractor will send County Updates on CD-ROMS and notices of Upgrades of the Software to the County's address specified in this contract. Updates are those improvements and/or modifications to the Software that Contractor generally makes available as part of the annual maintenance program. Contractor will establish and facilitate a User's Group to develop and prioritize requests for system enhancements to address requirements and improve system functionality for inclusion in each annual update. An Upgrade is any product release, including added functionality, or major enhancement of the Software, that Contractor markets and licenses for additional fees separately from Updates.
4. Contractor shall provide County with Updates of the Software in a timely manner at no additional charge. County shall be entitled to acquire a license to Upgrades for Contractor's then prevailing license fees. Software Updates and Upgrades will be sent on three and a half (3 ½) inch diskettes or CD-ROMS with explanations, instructions, and updated documentation where appropriate.
5. Contractor will provide County with copies of standard reports developed for other California Counties. Upon request, Contractor will provide estimated cost to tailor reports for installation at County, and if interested, County may purchase tailored reports.
6. Contractor will conduct on an annual basis a review of the application status and performance with the County at their site.

Maintenance services shall not include, and County shall pay extra for, any and all consulting, implementation, customization, education and training related services, subject to the availability of Contractor's staff. Maintenance service shall not include, and County shall pay extra for (subject to Contractor's staff schedules): service to products not listed on Exhibit "D"; maintenance of software that has been modified or repaired by someone other than Contractor; modification or repair of damage caused by failure to continually provide a suitable operating environment for the software, including damage caused by accident, disaster, neglect or misuse; or modification or repair of damage caused by the use of the software for other than the purposes for which licensed.

County shall, at Contractor's request, provide Contractor with the right of dial-access to County's computers on which the Software is installed, so as to enable Contractor to monitor the operation of the Software.

## EXHIBIT "E-2"

### Contractor's Maintenance Policy

#### Contractor Maintenance Program Details:

Contractor offers three levels of service, DAMION Silver, Gold and Platinum. DAMION Silver is the standard level of support that has been offered to and accepted by the County.

#### Problem Assistance Reports:

Problem Assistance Reports (hereinafter referred to as "PAR") is the term applied to calls from the County that are logged into DAMION Problem Database. PARs are classified by severity level and are independent of the computing environment and the DAMION product in use. Contractor will work closely with the County to assign a mutually agreed upon severity levels and that meet the definitions of the severity level.

Contractor will provide an initial response to the County on the problem within in an established period of time for the assigned severity level.

PARs will remain open until no further action is required. This means that a mutually acceptable solution (fix or workaround) has been provided, or that a solution has been provided by the Contractor and the Contractor has not received a call back from the customer in more than 14 days.

PARs are assigned the status Inactive when the technical issue has been resolved but the County wishes to verify the fix before closing the PAR.

#### Customer Support Procedures:

A Contractor's Technical Support Analyst will answer the County's calls and will log them into the PAR system. When a call is logged, the PAR system automatically generates a PAR number. When calling Customer Support, the County is asked to note the number for future reference.

The Technical Support Analyst will attempt to determine whether the problem in question is caused by a product defect (bug) or by some other factor, such as documentation, education or computing environment.

During the course of researching the problem, the Technical Support Analyst will review other PARs in the system to determine if a similar problem has been previously reported. If there is information on possible solutions, the information is faxed or emailed to the County.

A Technical Support Analyst will attempt to reproduce and correct the problem on the current release of the product. If the problem is complex, the County may be asked to provide a discrete reproducible test case to help isolate and solve the problem.

If the Technical Analyst can reproduce the problem on the most current release, the appropriate development team will be notified. Fixes or workarounds to PARs will be provided based on the assigned Severity Level. If the Technical Support Analyst cannot reproduce the problem on the product's most current release, the County may then be advised to upgrade to the current release.

## **Severity Level Definitions**

### ***Severity Level 1***

The problem causes complete loss of service and work cannot reasonably continue. The problem or defect has one or more of the following characteristics:

- Data corruption
- Critical functionality is not available
- System hangs
- System crashes repeatedly

Contractor will provide an initial response to Level 1 PARs within four (4) hours during the support period (24x5), and will work on the PAR until the issue is resolved (fix or workaround). To ensure that progress can continue at a steady pace, the County must provide Contractor with a contact either on-site or by pager to assist with data gathering, testing and applying fixes during the support period.

### ***Severity Level 2***

A Severity Level 2 is a problem or product defect that causes an internal (software) error, or incorrect behavior loss of service. No County acceptable workaround is available, however operations can continue in a restricted fashion. The problem or defect has one or more of the following characteristics:

- Internal software error causing the system to fail, but restart or recovery is possible
- Severely degraded performance due to software error
- Some important functionality is unavailable, yet the system can continue to function in a restricted fashion

Contractor will provide initial response to Level 2 PARs within 24 hours during the support period (24x5), and the PAR will be worked on during normal working days (Monday through Friday) and normal working hours (6 AM to 6 PM PST). Contractor will include a fix to the problem in its next Product Update and where possible will provide a patch to the County.

### ***Severity Level 3***

A Severity Level 3 is a problem or product defect which causes minimal loss of service. The impact of the problem or defect is minor or an inconvenience, such as a manual bypass to restore product functionality. The problem or defect has one or more of the following characteristics:

- Software error for which there is a County acceptable workaround
- Minimal degraded performance due to software error
- Software error or incorrect behavior has minor impact on system operation
- Software error requires manual editing of configuration or script files to work around a problem

Contractor will provide initial response to Level 3 PARs within five (5) working days (Monday through Friday). Contractor will include a fix to the problem in its next Product Upgrade.

### ***Severity Level 4***

A Severity Level 4 is a minor error, incorrect behavior, or a documentation error that in no way impedes the operation of a system.

- Error causes no loss of service or impedes system operation
- Error can be corrected through a change in system documentation

Contractor will make every effort to correct the problem in the next Product Update or revision to its documentation.

### **Escalation Procedures**

If at any time a County believes that Contractor is not providing sufficient service on a PAR, the problem can be expedited by asking to speak with the Customer Service manager. The Customer Service manager will return the call within two hours during the support period (24x5) to discuss the situation.

If the Customer Service manager cannot resolve the issue, the County may request succeeding levels of escalation, beginning with the Development Manager. Escalation may proceed if necessary to the Integration Services, Vice President who has the authority to assign all personnel required to support the resolution effort.

At each level of escalation, Contractor Management assumes responsibility for the problem, coordinating problem resolution, and bringing additional resources to the situation as needed.

### **Service Levels:**

**DAMION Silver:** DAMION Silver provides 1-800 telephone support during normal business hours (Monday through Friday 6 AM to 6 PM PST). This includes direct access to Technical Analysts for problem resolution, bug reporting, documentation clarification and technical guidance during the defined business hours.

Level 1 PARs are worked 24x5 until resolved, and Level 2, 3, and 4 PARs are resolved during normal business days and working hours as defined in Section 1.C.

### **Custom Maintenance Options**

In addition to the support programs detailed above, Contractor will tailor services to meet County's unique requirements, such as on-site personnel. These maintenance options are available upon request.

### **DAMION Service Program Definitions**

#### **1. Product Update and Upgrade Definitions**

##### **A. Product Updates**

Product Updates are those improvements and/or modifications to the Software that Contractor generally makes available as part of the annual maintenance program.

##### **B. Product Upgrades**

A Product Upgrade is any product releases, including added functionality, or major enhancement of the Software, that Contractor markets and licenses for additional fees separately from Updates.

#### **2. Service Definitions**

##### **A. 24x5 Service**

Service that is 24x5 is service that is provided 24 hours per day, 5 days per week, Monday through Friday.



## DAMION Versions:

### 1. Supported Versions

It is Contractor's policy to provide support for the two most current product revisions of the current product version. Maintenance for product revisions is provided via Update releases. Contractor will provide 12 months notice before de-supporting a product version or revision. Contractor recommends maintaining your software at currently supported release levels.

### 2. Version Number

Every Contractor product has an associated version number, which is listed in the format X.Y.Z, for example 3.3.1. Each successive decimal place represents an increasing level of detail. The first digit (X) indicates the version number or upgrade. The revision or update level is indicated by the second digit (Y). The third digit (Z) indicates the patch level.

## County Responsibilities

Contractor Service programs requires that a County always have a written "Backup and Recovery" plan in place. Annually, the County is required to furnish Contractor with a current copy of its "Backup and Recovery" plan.

Damion Installation (County)

ID	Task Name	Start	Finish	Duration	Resource Names
1	DAMION Installation (El Dorado County)	Mon 12/4/00	Mon 6/11/01	131.63 days	
2	Kick Off Meeting	Mon 12/4/00	Tue 12/5/00	2 days	CJS-Installation,El Dorado[1%]
3	Complete Project Plan	Mon 12/11/00	Mon 12/11/00	0 days	CJS-Installation
4	Create Jalan Interface	Mon 12/11/00	Fri 5/11/01	102.13 days	
5	Provide Detailed Jalan Field List and all available pertinent information/docu	Mon 12/11/00	Tue 12/12/00	1 day	El Dorado
6	Provide Required Format for Interface Transfer File	Mon 12/11/00	Mon 12/11/00	0 days	CJS-Development[13%]
7	Provide Test Data Extract File	Mon 2/5/01	Mon 2/5/01	0 days	El Dorado[13%]
8	Map All Data from Jalan to DAMION	Fri 2/9/01	Thu 3/1/01	15 days	CJS-Development
9	Create Preliminary Design Specification	Fri 2/9/01	Thu 2/15/01	5 days	CJS-Development
10	Review Preliminary Design Specification	Fri 2/16/01	Fri 2/23/01	5 days	El Dorado
11	Create all necessary tables/screens	Fri 2/16/01	Thu 4/12/01	40 days	CJS-Development
12	Install Interface in TRN Instance	Tue 4/24/01	Tue 4/24/01	1 day	CJS-Installation[13%]
13	Test Interface in TRN Instance	Tue 4/24/01	Thu 5/10/01	12.13 days	El Dorado
14	Final Installation	Thu 5/10/01	Fri 5/11/01	1 day	CJS-Installation[13%]
15	Data Conversion	Mon 12/11/00	Fri 4/27/01	93 days	
16	Receive Existing System Documentation	Mon 12/11/00	Mon 12/11/00	0 days	CJS-Data Conversion,El Dorado[1%]
17	Send Existing Jalan Documents	Mon 1/15/01	Mon 1/15/01	0 days	CJS-Data Conversion
18	Receive Detailed Key Documentation	Mon 12/11/00	Mon 12/11/00	0 days	CJS-Data Conversion
19	Complete Programs for Data Extraction	Mon 1/22/01	Mon 1/22/01	0 days	El Dorado[1%]
20	Receive Partial Extract for Verification	Mon 1/22/01	Mon 1/22/01	0 days	CJS-Data Conversion
21	Receive Full Data Extract from Current System	Mon 1/29/01	Mon 1/29/01	0 days	El Dorado[1%]
22	Map Fields from Current System to DAMION	Mon 1/22/01	Fri 3/2/01	30 days	CJS-Data Conversion
23	Convert Existing Jalan Documents	Fri 3/2/01	Fri 3/16/01	10 days	CJS-Data Conversion,El Dorado[1%]
24	Add Keywords to Converted Jalan Documents	Fri 3/16/01	Fri 4/27/01	30 days	El Dorado
25	Perform Test Conversion	Mon 3/5/01	Mon 3/12/01	5 days	CJS-Data Conversion
26	Review Results of the Conversion	Mon 3/12/01	Wed 3/14/01	2 days	CJS-Data Conversion

Damion Installation (County)

ID	Task Name	Start	Finish	Duration	Resource Names
27	Create and Run Data Exception Reports	Wed 3/14/01	Tue 4/3/01	15 days	CJS-Data Conversion
28	Client Reviews Reports and Correct Data in Current System	Tue 4/3/01	Tue 4/24/01	15 days	El Dorado[1%]
29	Pre-Installation Activities	Tue 12/19/00	Mon 2/19/01	37.5 days	
30	Configure/Order Server Hardware	Tue 12/19/00	Thu 12/21/00	2 days	El Dorado
31	Receive Server Hardware	Thu 2/15/01	Thu 2/15/01	0 days	El Dorado[1%]
32	Test System Configuration	Thu 2/15/01	Fri 2/16/01	2 days	El Dorado
33	Define Integrity Requirements	Thu 2/15/01	Mon 2/19/01	2.5 days	
34	Define Access Security Requirements	Thu 2/15/01	Thu 2/15/01	1 day	El Dorado[0%],CJS-Installation
35	Define System Availability Requirements	Thu 2/15/01	Fri 2/16/01	0.5 days	El Dorado[0%],CJS-Installation
36	Define Backup Strategy	Fri 2/16/01	Mon 2/19/01	1 day	El Dorado[0%],CJS-Installation
37	DAMION Installation	Mon 2/19/01	Tue 2/20/01	1 day	
38	Create Training Database (instance name="Im")	Mon 2/19/01	Mon 2/19/01	0.5 days	CJS-Installation
39	DAMION Configuration	Tue 2/20/01	Tue 2/20/01	0.5 days	CJS-Installation
40	System Administrator Training	Mon 2/26/01	Fri 3/2/01	4.5 days	
41	SA Training	Mon 2/26/01	Tue 2/27/01	1.5 days	El Dorado[1%],CJS-Training
42	Ad Hoc Report Writer Training	Wed 2/28/01	Wed 2/28/01	1 day	El Dorado[1%],CJS-Training
43	Create Document Templates Training	Thu 3/1/01	Fri 3/2/01	2 days	El Dorado[1%],CJS-Training
44	Review Workflow	Mon 3/5/01	Mon 3/19/01	10.07 days	
45	Review Workflow Impacts	Mon 3/5/01	Fri 3/9/01	5 days	CJS-Installation
46	Revise and Adjust Workflow Procedures	Fri 3/9/01	Mon 3/19/01	5.07 days	El Dorado, CJS-Installation
47	Training	Wed 4/25/01	Tue 5/22/01	19.63 days	
48	Create User Accounts for Training	Wed 4/25/01	Wed 4/25/01	1 hr	CJS-Installation
49	User Training	Wed 4/25/01	Tue 5/22/01	19.5 days	El Dorado[1%],CJS-Training
50	Pre-Production Activities	Fri 3/2/01	Fri 3/30/01	20 days	
51	Maintenance Table Building Process	Fri 3/2/01	Fri 3/30/01	20 days	
52	Document Existing Relevant Codes	Fri 3/2/01	Fri 3/9/01	6.07 days	El Dorado

Damion Installation (County)

ID	Task Name	Start	Finish	Duration	Resource Names
53	Populate Maintenance Code Tables	Fri 3/9/01	Fri 3/30/01	15 days	El Dorado
54	Completion of Critical Documents for Go-Live	Mon 3/12/01	Mon 3/26/01	10 days	El Dorado
55	Production Database Preparation	Fri 3/2/01	Tue 3/13/01	6.01 days	
56	Obtain Transaction Volumes	Fri 3/2/01	Tue 3/6/01	1 day	El Dorado[0%],CJS-Installation
57	Revise Record Count Estimates	Tue 3/6/01	Wed 3/7/01	1 day	CJS-Installation
58	Detailed Database Sizing	Wed 3/7/01	Fri 3/9/01	2 days	CJS-Installation
59	Create Production Database (Instance name='prd')	Fri 3/9/01	Mon 3/12/01	1 day	CJS-Installation
60	Create Tables for Purchased Applications	Mon 3/12/01	Tue 3/13/01	1 day	CJS-Installation
61	Create and Test Backup Procedures	Fri 3/2/01	Mon 3/12/01	5 days	El Dorado[0%],CJS-Installation
62	Load Software on all User PCs	Mon 3/12/01	Wed 3/14/01	2 days	El Dorado[1%],CJS-Installation
63	Create User Accounts	Tue 3/13/01	Mon 3/26/01	9 days	
64	Define and Create Security Roles	Tue 3/13/01	Tue 3/20/01	5 days	El Dorado[1%]
65	Create DAMION User Accounts	Tue 3/20/01	Thu 3/22/01	2 days	El Dorado[1%]
66	Enroll Users in Security Roles	Thu 3/22/01	Mon 3/26/01	2 days	El Dorado[1%]
67	Performance Testing	Wed 4/25/01	Fri 4/27/01	2.5 days	
68	Devise Formal Test Plan	Wed 4/25/01	Thu 4/26/01	2 days	CJS-Installation
69	Approval of Test Plan	Thu 4/26/01	Thu 4/26/01	0 days	El Dorado
70	Test within DA environment	Thu 4/26/01	Fri 4/27/01	0.5 days	El Dorado, CJS-Installation
71	Monitor & approve performance	Fri 4/27/01	Fri 4/27/01	0 days	El Dorado
72	Go Live Activities	Fri 5/25/01	Mon 6/11/01	13 days	
73	Perform Final Data Extract for Final Data Conversion	Fri 5/25/01	Fri 5/25/01	0 days	El Dorado
74	Import System Code Tables from Training DB	Fri 5/25/01	Sat 5/26/01	3.75 hrs	CJS-Installation
75	Go Live Data Conversion	Fri 5/25/01	Sat 5/26/01	1 day	CJS-Data Conversion
76	Create User Accounts from Training DB	Fri 5/25/01	Sat 5/26/01	3.75 hrs	CJS-Installation
77	Import Security Roles from Training DB	Fri 5/25/01	Sat 5/26/01	3.75 hrs	CJS-Data Conversion
78	Go Live	Mon 5/28/01	Mon 5/28/01	0 days	

Damion Installation (County)

ID	Task Name	Start	Finish	Duration	Resource Names
79	On-Site Assistance During Go Live	Mon 5/28/01	Wed 5/30/01	2.5 days	CJS-Data Conversion[200%]
80	Post-Production Activities	Mon 6/4/01	Mon 6/11/01	5 days	CJS-Data Conversion

## EXHIBIT "G"

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

#### *INDEMNIFICATION:*

Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the negligence or willful misconduct of the County. With respect to any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising from the joint or concurrent negligence of Contractor and the County, each party shall assume responsibility in proportion to the degree or its respective fault as determined by a court of competent jurisdiction. Contractor's obligation to indemnify County is contingent upon the County giving prompt notice to Contractor of any claims, permitting Contractor to defend, compromise, or settle any claim, and cooperating with the defense of any such claim.

Contractor shall notify the County immediately in the event of any accident or injury arising out or in connection with this Agreement.

#### *INSURANCE:*

Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than B+: VIII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

- Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured; it shall furnish a copy of Certificate of Consent to Self-insure issued by Department of Industrial Relations for State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 etc. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.
- General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of Contractor and shall include contractual liability coverage for this Agreement between County and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles, which are operated on behalf of Contractor pursuant to Contractor's activities hereunder. County, its officers, employees, and agents shall be named as Additional Insureds on any policy. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000

per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the County has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

Contractor shall submit to the office of the designated County representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated County representative as a condition precedent to any payment by County under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated:

January 23, 2001

X Penny Humphreys By:  
Penny Humphreys, Chair

Board of Supervisors  
"County"

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

By Margaret L. Moody -- CONTRACTOR --  
DEPUTY

1-23-2001

Dated:

Jan 9/2001

CONSTELLATION JUSTICE SYSTEMS  
A NEW YORK CORPORATION

Andrew Smith By:  
Andrew Smith, Vice President  
"Contractor"

ATTEST:

By: [Signature] Date: Jan 9/01  
Farley Noble, Director of Finance  
Constellation Justice Systems



SOFTWARE ESCROW AGREEMENT

This Agreement is made this 10<sup>th</sup> day of January, 1998 by and between Constellation Justice Systems ("Company"), and Boylan Brown Code Fowler Vigdor & Wilson LLP ("Escrow Agent").

WHEREAS, Company has developed certain proprietary computer software programs and supporting documentation (hereinafter referred to as "Software"); and

WHEREAS, Company licenses the use of the Software to third parties (referred to herein as "Licensees"); and

WHEREAS, Escrow Agent has agreed to maintain the Software in escrow and to provide access to the Software by Licensees, as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration had and received by each of the parties hereto, the parties agree as follows:

1. Definitions.

- a) Demand Notice. The term "Demand Notice" shall refer to a written notice issued by a Licensee to Escrow Agent which sets forth at a minimum, the following: (i) a label that it is a "Demand Notice," (ii) identification of this Agreement, (iii) the License Agreement under which any Software is licensed to the Licensee and the specific Software to which it pertains, with reasonable particularity, (iv) establishment of an Event of Default, and (v) a demand for the delivery of a copy of the Source Code to the Software.
- b) Event of Default. The term "Event of Default" shall mean the occurrence of any of the following events or any events listed as an Event of Default in the License Agreement between Company and the Licensee requiring release of the Source Code: (i) if Company has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy (other than Chapter XI or arrangement proceedings) in which Company is the named debtor, an assignment by Company for the benefit of its creditors, the appointment of a receiver for Company, or any other proceeding involving insolvency or the protection of, or from, creditors, and same has not been discharged or terminated without any prejudice to Licensee's rights or interests under the License Agreement within 120 days; or (ii) if Company has ceased its ongoing business operations, or the sale, licensing, maintenance or other support of the Software causing a material breach of

4. **Storage and Security.**

- a) Escrow Agent shall keep the Source Code in locked location at Escrow Agent's principal office at 2400 Chase Square, Rochester, New York 14604, or at such other place as Company and Escrow Agent shall mutually designate.
- b) The Source Code deposited with Escrow Agent pursuant to this Escrow Agreement shall remain the exclusive property of Company. Upon termination of this Escrow Agreement, Escrow Agent shall return the Source Code and related documentation to Company.
- c) Except as provided in this Escrow Agreement, Escrow Agent agrees that:
  - i) it shall not divulge, disclose, or otherwise make the Source Code available to any parties other than Company, or make any use whatsoever of the Source Code;
  - ii) it shall not permit any party access to the Source Code, except as may be necessary for Escrow Agent's authorized representatives to perform its functions under this Escrow Agreement, or as provided by the terms of this Agreement, or as otherwise directed by a final order from a court of competent jurisdiction; and
  - iii) access to the Software on behalf of Company shall be granted by Escrow Agent only to those persons duly authorized in writing by a competent officer of Company.

5. **Termination.**

- a) Company may terminate this Escrow Agreement upon sixty (60) days prior written notice to Escrow Agent.
- b) Escrow Agent may resign as escrow agent upon sixty (60) days prior written notice to Company. Upon resignation, if Escrow Agent has not previously released the Source Code deposited with Escrow Agent, it shall return Source Code to the new escrow agent, or if none, to the Company, after having received payment for its fees and costs pursuant to section 13 of this Escrow Agreement.
- c) Prior to termination of this Escrow Agreement, Company shall promptly notify all Licensees of the effective termination date of this Escrow Agreement, and the name of the new escrow agent, if any.

6. **Licensees.** Company shall notify Escrow Agent of each Licensee who becomes entitled to the benefits of this Escrow Agreement and shall provide Escrow Agent

the License Agreement which is not remedied in accordance with the License Agreement.

- c) Software. The term "Software" shall mean that software licensed, from time to time, by Company to a Licensee. The Software licensed by Company covered by this Escrow Agreement will be shown on each Licensee Acceptance, which shall be amended from time to time as additional software is licensed by Company to Licensees and deposited with Escrow Agent;
  - d) Source Code. The term "Source Code" shall mean the Software in human readable form and technical documentation necessary to (i) produce the machine executable form of the Software, and (ii) maintain, modify or correct the Software.
  - e) Termination Notice. The term "Termination Notice" shall refer to a written notice issued by Company to Escrow Agent which sets forth, at a minimum, the following: (i) a label that indicates that the notice is a "Termination Notice," (ii) identification of this Agreement and the Licensed Software with sufficient particularity; and (iii) a demand for the delivery of the Source Code after expiration of the period as set forth in section 5(a).
2. Deposit of Software. Company agrees to deposit with Escrow Agent two (2) complete copies of the Source Code within thirty (30) days after execution of this Agreement and within thirty (30) days after any new Licensee Acceptance is provided to the Escrow Agent adding additional items of Source Code, including revisions and maintenance as described in Section 3.
3. Revisions and Maintenance.
- a) Company agrees to deposit with Escrow Agent one new copy of Source Code of each major revision of the Software within thirty days after such revision is made generally available to Licensees.
  - b) Upon receipt of the first revision, Escrow Agent agrees to return to Company one set of the original deposit of Software being revised.
  - c) Upon receipt of all subsequent revisions, Escrow Agent agrees to return to Company the oldest version of the Software being revised, always maintaining in escrow one copy of each of the two latest versions of the Software.
  - d) Company shall send all Source Code via U.S. mail return receipt requested, or via a receipted messenger service or overnight delivery service.

with a copy of the License Agreement under which Licensee may become entitled to receive a copy of the Source Code, and an executed original of the Licensee Acceptance in the form set forth in Appendix 2. No Licensee shall become entitled to the benefits of this Escrow Agreement until it has executed a Licensee Acceptance, which has been delivered to Escrow Agent.

7. Release of Source Code for Event of Default. Escrow Agent shall release a copy of the Source Code to the Software licensed to a Licensee to such Licensee upon the occurrence of an Event of Default, in accordance with the following procedure:

- a) Upon receipt of a Demand Notice from a Licensee, Escrow Agent shall send Company a copy of such Demand Notice.
- b) Company may dispute such Demand Notice by providing Escrow Agent, within thirty days of receipt of the Demand Notice, a notarized affidavit stating that no Event of Default has occurred.
- c) In the event, no affidavit is received in accordance with section 7(b) above; Escrow Agent shall release one copy of the Source Code to the Software to such Licensee. In the event such affidavit is received; the Demand Notice shall be null and void.
- d) Responsibility for and the expense of copying the Source Code shall be borne by the Licensee receiving it. Escrow Agent shall cooperate with such Licensee in making such a copy at the Licensee's expense, but Escrow Agent shall neither (i) be responsible for making such a copy, nor (ii) deliver the original of such copy to the Licensee.

8. Release of Source Code for Event of Termination. Escrow Agent shall release the Source Code to Company upon the occurrence of an Event of Termination in accordance with the following procedure:

- a) Upon receipt of a Termination Notice from Company, Escrow Agent shall send each Licensee a copy of such Termination Notice.
- b) Any Licensee may dispute such Termination Notice by providing Escrow Agent, within thirty days of receipt of the Termination Notice, a notarized affidavit stating no Event of Termination has occurred.
- c) In the event, no affidavit is received in accordance with section 8(b) above; Escrow Agent shall release the Source Code to Company. In the event such an affidavit is received; the Termination Notice shall be null and void.

9. **Retention of Source Code.** In the event Escrow Agent shall receive an affidavit from Company in accordance with Section 7 or from a Licensee in accordance with Section 8, Escrow Agent shall not release the Source Code, but shall retain the Source Code on the terms and conditions contained in this Agreement until it has received either:

- a) A written notice signed by an officer of Company and of the Licensee which gave such notice or affidavit, as the case may be, directing it to release the Source Code; or
- b) The final determination of a court of competent jurisdiction directing it to release the Source Code.

After receipt of a notice as described in Section 9(a) or a judicial determination as described in Section 9(b), Escrow Agent shall release the Source Code in accordance with the instructions contained therein.

10. **Interpleader.** In the event that either Company or any Licensee commences an action in a court of law to compel delivery of the Source Code, the Escrow Agent is authorized, but not required, to interplead the Source Code into the registry of the court and stand fully discharged from further responsibilities under this Escrow Agreement.

11. **Exculpation.**

- a) The Escrow Agent shall not be obligated or required to examine or inspect the Source Code or to determine whether the Source Code deposited with Escrow Agent by Company consists of those items which Company is obligated to deliver. Escrow Agent shall bear no responsibility whatsoever to determine the existence, relevance, completeness, currency, or accuracy of the Source Code.
- b) The Escrow Agent shall not be responsible for any Source Code which is not clearly identified as such when delivered to the Escrow Agent or which is not delivered to the Escrow Agent in accordance with this Agreement.
- c) The Escrow Agent shall not be obligated or required to inquire as to the accuracy or truth of any statements made in a Demand Notice, Termination Notice, or any affidavits issued in response to such Notices.

12. **Indemnification.** Escrow Agent shall not, by reason of its execution of this Agreement, assume any responsibility or liability for any transaction between Company and Licensees, other than the performance of its obligations as Escrow Agent hereunder. Company hereby agrees to indemnify Escrow Agent, and to hold it harmless against any loss, liability or expense incurred, including

attorney's fees, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, except to the extent caused directly by negligence or bad faith on the part of the Escrow Agent.

13. Fees and Expenses. Company shall pay Escrow Agent the fees set forth in Exhibit 2. Company shall also reimburse Escrow Agent for all of its expenses incurred in carrying out its obligations under this Escrow Agreement.
14. Good Faith Reliance. Escrow Agent may act in good faith reliance upon any instruction, instrument, or signature believed in good faith to be genuine, and may assume that any person purported to give any writing, notice, or instruction in connection with or relating to this Escrow Agreement has been duly authorized to do so.
15. Dispute. Any dispute between the parties concerning the interpretation, construction, validity, scope, performance under, or any other matter pertaining to this Escrow Agreement, shall be submitted to arbitration by the American Arbitration Association, according to its rules and regulations then in effect, to be held in Rochester, New York, and the ruling of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction.
16. Entire Agreement. This Escrow Agreement, including the Exhibits hereto, constitutes the entire Agreement between the parties, and shall supersede all previous communications, representations, understandings and agreements, either oral or written between the parties with respect to the subject matter hereof.
17. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if sent by registered mail, return receipt requested, or by recognized overnight carrier, to the following addresses, or such other address as requested by the respective parties:

In the case of the Company:

Constellation Justice Systems  
Attention: Andrew Smith  
6780 Pittsford-Palmyra Road  
Fairport, New York 14580

In the case of the Escrow Agent:

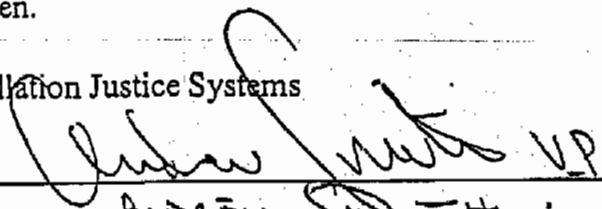
Boylan, Brown, Code, Fowler, Vigdor & Wilson LLP  
2400 Chase Square  
Rochester, New York 14604  
Attention: Susan Laluk

18. Governing Law. This Escrow Agreement shall be governed by and construed according to the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the date first above written.

Constellation Justice Systems

By:

  
ANDREW SMITH VP.

ESCROW AGENT

By:

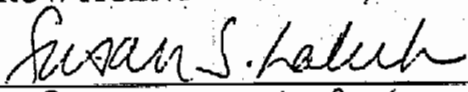
  
SUSAN S. LALUK, Partner

EXHIBIT "A-2"

LICENSEE ACCEPTANCE

The undersigned ("Licensee") acknowledges receipt of a copy of, and agrees to be bound by all applicable terms of, a Software Escrow Agreement (the "Escrow Agreement") dated as of \_\_\_\_\_, 2000 by and between Company and Escrow Agent. Licensee hereby agrees to indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of the Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder.

Attached hereto is a copy of the duly executed License Agreement dated as of \_\_\_\_\_, 2000 by and between Company and Licensee. The Software licensed under the License Agreement, which is covered by the Software Escrow Agreement, is:

DAMION Criminal module. Juvenile module. Victim/Witness module. Investigation module. Ad Hoc Report module. and Legal Support module \_\_\_\_\_

Licensee agrees that any Source Code released pursuant to the Escrow Agreement shall remain the exclusive property of Company, and the undersigned shall hold the Source Code in the strictest confidence and use it solely to maintain and support the Software internally during the term of the License Agreement.

Any notices to the Licensee with respect to the Escrow Agreement may be sent to the address shown below.

LICENSEE:

County of El Dorado

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

Name: Penny Humphries

Title: Chairman, Board of Supervisors

Address: 360 Fair Lane  
Placerville, CA 95667



**EXHIBIT "B"**

**FUNCTIONAL REQUIREMENTS**

**TABLE 2: BASIC VENDOR REQUIREMENTS**

Requirement	RC	Discussion
2.1 The system proposed should be from a vendor offering all software, installation, training, documentation, maintenance and ongoing support as well as providing system hardware requirements	ME	Contractor provides all software, installation, training, documentation and maintenance, as well as post-production customer support. Contractor develops appropriate hardware configurations that are designed to meet a customer's requirements for the next five (5) years.
2.2 Vendor has, for at least the last two years, hosted and participated in a California User's Group for users of the prosecutor's system in California	ME	Contractor has an Annual User's Conference for all of its users that varies its location from year to year. Last years was held in Newport Beach, CA. We are in the process of organizing annual regional user conferences including for the State of California. The California conference is scheduled for Spring 2001.
2.3 Vendor has available a toll-free telephone number, 24-hours per day, seven days a week for priority problems	ME	Contractor offers a variety of maintenance programs. Contractor's Silver Maintenance program provides support from 9AM EST until 9PM EST Monday to Friday. The Gold Maintenance program provides support 24 hours per day, 7 days per week. However, regardless of the program selected, ALL priority problems are worked 24x7 until resolved.
2.4 Vendor will designate a specific employee or team to serve as the vendor's liaison with the County District Attorney.	ME	Contractor's Technical Services Manager, Walt Johnson will be the primary contact for County. A team of developers, trainers and support personnel work with Walt as required during the various stages of system implementation.
2.5 Software upgrades will not require site-specific rewriting or revisions to operational procedures, system databases or interfaces with other systems.	ME	DAMION was designed to be used as an off-the-shelf product, and as such, is not designed around each individual installed sites systems or network. All upgrades are designed and built such that their implementation is transparent to all end-users. Contractor recognizes the need to maintain a tightly controlled work process and system to ensure maximum efficiency.
2.6 The system will not force County to use any one specific word processing application software.	ME	DAMION works with either Microsoft Word (version 97 or 2000) or Corel WordPerfect (version 8 or 9).
2.7 The software will have seamless interfaces with the current versions of Microsoft Word and Corel WordPerfect.	ME	Word and WordPerfect are tightly and seamlessly integrated with the DAMION application.
2.8 The system will be reliable to the extent that it is available for use and fully	ME	The DAMION application software is robust and highly reliable. Contractor expects the

**TABLE 2: BASIC VENDOR REQUIREMENTS**

Requirement	RC	Discussion
functioning for the County District Attorney's Office staff for a minimum of 98% of the time in a give 30-day period.		software will operate at a 98% reliability rate with the following exceptions: <ul style="list-style-type: none"> <li>• Failure due to operator error</li> <li>• Failure due to any third party software, e.g., word processors, operating system, etc.</li> <li>• Failure due to network errors</li> <li>• Failure due to hardware errors</li> </ul>
2.9 Vendor will state explicitly whether it will warrant its proposed reliability rate in a contract with the County District Attorney's Office and state the time period such warranty will be in effect.	ME	Contractor would be willing to warrant the DAMION reliability rate with the above exceptions noted.
2.10 The system will permit upgrading of hardware without requiring site-specific revisions to, or rendering obsolete, the operating system, the database or auxiliary equipment.	ME	DAMION is installed and resides on its own separate server. Any changes to the hardware outside of this server should not have an effect on DAMION or its daily operation. Any changes made to the DAMION server should be discussed with Contractor prior to implementation to ensure no disruption in the service provided.
2.11 Conversion from the current JALAN system includes all data fields and tables currently populated with data and residing on the AS/400 computer at the County Jail site (includes charging language stored in Office Vision on the AS/400 computer; charging language is coded to the Charge Code Table).	OP	Contractor will work with County to identify the data to be converted and mapped to the DAMION system. From this Contractor will develop a data conversion program. County will then have the opportunity to review the converted data and correct any problems before the final data conversion. A similar program and methodology will be employed to convert the charging language.
2.12 Applications software must be expandable to accommodate 100% growth in workstations and/or users and 50% growth in database size over five years.	ME	The DAMION application has no growth limitations on the number of users or size of database. Any limitations would be related to the size of the server and network bandwidth.
2.13 Vendor will create a computer program with will extract via a file transfer from the JALAN Jail System, located on an AS/400 computer and over the counties wide-area network, records (logs) of all persons booked into the County Jail during the previous day. The vendor's computer program will then populate the vendor's 'log system' and set up a log for each record. This will be done prior to the opening of business in the District Attorney's Office on the morning following the day on which the Jail booking occurred.	OP	Contractor has the capability to design and develop interfaces between DAMION and other databases, with data typically passed over in the form of a flat ASCII file. Contractor has developed and implemented an interface for Monroe County similar to the one El Dorado County is requesting. Additional meetings would be required between Contractor's development staff and County Information Technology personnel to discuss the exact details of the work necessary, including the JALAN data system, the desired fields for import, etc

**TABLE 2: BASIC VENDOR REQUIREMENTS**

Requirement	RC	Discussion
<p>The vendor's log program will provide the ability for the County District Attorney staff to view all logs received and make decisions about their disposition. If a decision is made to file a case, vendor's system will activate the 'case setup' portion of the vendor's system and the system will have the capability to move all relevant data elements from the 'log file' to the "new case".</p>		
<p>2.14 The County District Attorney's Office will perform Acceptance Tests on the system during its Acceptance Test Period which will be the thirty (30) day period following successful installation of the proposed software. The purpose of the Acceptance Test Period is to ensure that the proposed software satisfies all the requirements of this RFP. Vendor will assist County personnel as requested by them in performing such Acceptance Tests. The County District Attorney's Office will certify Acceptance if the system has no failures during the Acceptance Tests and meets the District Attorney's reasonable satisfaction.</p>	ME	<p>Contractor will accept a 30-day acceptance test, provided that a standard test plan is prepared with Contractor's involvement and that the functional testing uses the DAMION User Guide as the yard stick against which functionality is tested.</p> <p>For any customized functionality, the approved functional specification will be used as the test criteria.</p>
<p>2.15 The system supplied by the vendor must be Year 2000 compliant. "Year 2000 compliant" means that the information technology will accurately process date and time data before, during and after January 1, 2000, and for all leap years. "Process Date and Time Data: includes, but is not limited to, date input, date output, date calculations, logical functions, program branching, format conversion, edits and validations, and the use of dates or portions of dates in comparisons, sorting, sequencing, merging, retrieving, searching and indexing. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date and time data if the other technology properly exchanges date and time data with it.</p>	ME	<p>See Section 5 (colored tabs) of this binder for the Millennium Compliance Affidavit.</p>

**TABLE 2: BASIC VENDOR REQUIREMENTS**

Requirement	RC	Discussion
The vendor must provide a clear as to their operation and/or their product's current millennium compliance and direction. This statement will be marked "Millennium Compliance Affidavit".		

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
<p>The product must include a Prosecutor's Case Management module, a Juvenile module, a Victim/Witness module and an Investigation's module.</p> <p>System has separate Prosecutor and Juvenile modules providing for separate user access, system security and confidentiality of records.</p>	ME	<p>The DAMION application includes the following modules:</p> <ul style="list-style-type: none"> <li>• Adult Criminal</li> <li>• Juvenile</li> <li>• Victim/Witness</li> <li>• Investigations</li> <li>• Civil (including Asset Forfeiture)</li> <li>• Family Law (including Welfare Fraud Investigations)</li> </ul> <p>While all modules share a common person database, each module has separate security controls. This provides the ability to allow users access to only certain modules, while being restricted from others.</p>
<p>3.2 The modules listed in 3.1 above must be integrated with each other. For example, all three must share a single file for common information, e.g., defendant name, defendant address, defendant social security number, victim's name, investigator assigned, charges, etc.</p> <p>An investigation can be requested from the Prosecutor's Module and will appear in the Investigator's Module, or an Investigation can be opened in the Investigator Module independent of a criminal case and subsequently a request from the investigator for a criminal case to be filed will appear in the Prosecutor's Module for their review and charging decision.</p> <p>A victim can be added from the Victim/Witness module, which updates a single Person File and can be accessed from the Prosecutor's module.</p>	ME	<p>All of the DAMION modules share a common person database from which participants within a case can be drawn. In the person database is all of the information relative to the individual, including address, phone number, social security number. This information is maintained for defendants, victims, witnesses, officers, investigators, relatives and interested parties. Other information such as charges and prosecutor's names are available in tables. Tables common to all modules, for example, prosecutor's names are only entered once in any one of the modules and become available to other modules.</p> <p>The investigations and victim/witness modules are tightly linked to the Adult Criminal and Juvenile modules. A request by a prosecutor to an investigator to perform a service will automatically create the investigation. From the investigation's module if an independent investigation has been started, a criminal case in either the Adult Criminal or Juvenile module can be automatically be created, by pressing a single button.</p> <p>Names of defendants, victims, and witnesses entered in either the Victim/Witness or Investigations modules, become immediately available to all other modules. Additionally, a feature exists within the Investigations module</p>

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
		that provides the ability to automatically update in the investigation file, the names of persons involved in the criminal case. As a criminal case goes on, additional defendants, victims and witnesses may be added to the criminal case. Pressing a single button will update all of these details in the investigations module.
<p>3.3 System is to be "person-based" as well as "case-based".</p> <p>To be a person-based, it must have the ability to identify a person and all related case information associated with that person, i.e., an inquiry on an individual identifies, at a minimum, all aliases, all cases, relationship to case (defendant, victim, witness, or parent/guardian of juvenile) and charges.</p> <p>To be case-based, system must have the ability to identify a case and all related persons associated with the case and their relationship to the case (defendant, co-defendant, victim, witness or parent/guardian of juvenile).</p>	ME	<p>DAMION is both a person-based as well as case-based system. Person records are stored separately from the case file, meaning that only one record per individual needs to be maintained, regardless of how many times that name becomes linked to a case.</p> <p>From the person database, once a name has been located, all information on that individual is immediately available. This includes personal data, address, aliases, gangs, as well as any case the person has been linked to in any role. This further allows the user to access details on others involved in the case. For example, by searching for a victim's name, the names of all suspects, defendants, witness or other victims can be immediately found.</p>
<p>3.4 The system must easily expand to accommodate increases in record and database size and concurrent user access without degradation in response time.</p>	ME	<p>The application has been designed to allow for addition of records and database size without system degradation. The use of a local or wide area network has been optimized to reduce network traffic, while efficiently extracting information from the database server.</p> <p>Also, Contractor has provided a server configuration that provides for at least five years growth of users and data.</p>
<p>3.5 Context sensitive on line help screens must be available in all modules.</p>	ME	<p>DAMION has context sensitive on-line help that is available to users on all windows. The help file, while being context sensitive still allows a user to scroll backwards and forward to view help for all fields on that window without having to exit and re-access the help file from another field.</p>
<p>3.6 The system will support client/server architecture and provide Graphical User Interfaces for PC workstations.</p>	ME	<p>DAMION runs in true client/server configuration that makes use of "distributed intelligence" features, by treating both the server and the individual client workstations as intelligent, programmable devices, thereby exploiting the complete computing environment</p>

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
		<p>Users interact with the system through the industry standard Windows 95/98/2000 or Windows NT, all of which share a common user-friendly Graphical User Interface (GUI). Based on the use of drop-down menus, windowed regions on the screen and a mouse, DAMION's user-friendly design provides for easy interaction with the system, for users at all levels, including novice users.</p> <p>DAMION is deployed in two-tier client/server architecture; the back-end or the database server handles all data transactions, and maintains database integrity and security. The client workstation or front-end is the assembly point for system outputs that mainly consist of documents and reports.</p> <p>To optimize the network, the DAMION design includes a "Fat" client. At the client, document templates retrieved from local print servers are combined with charge text, which is stored locally. The use of localized file/print servers allows network optimization between client and server for database queries, updates, and extracts. Further, DAMION makes use of the local file servers for charge text and template storage to optimize network traffic and maintain high-levels of database response. For query-only needs the system can operate with a less-powerful desktop client.</p> <p>During document production, information retrieved from the database is fed into the template, along with any operator inputs required and/or requested by the template (user-defined). Thus, the client makes full use of the windows and word processor environments.</p>
<p>3.7 The system will offer both menu guided and hot-key access for all modules.</p>	<p>ME</p>	<p>DAMION can be operated using the mouse or keyboard or any combination of the two. For mouse users icons, drop-down menus and pop-up windows are provided. Users wishing to use the keyboard do the same in DAMION as they do in any windows application. The combination of the ALT or CTRL key plus an underscored character will open the desired function.</p>

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
3.8 The system must support multiple defendants per case number.	ME	DAMION support an unlimited number of defendants per case, and an unlimited number of charges per defendant.
3.9 The system must have the capability to permit authorized users to modify data.	ME	System security can be established that allows users to have either update or query-only privileges.
3.10 The system design will incorporate standards and concepts for open systems and system connectivity.	ME	<p>DAMION is portable across multiple technology platforms, from DEC Alphas to IBM RS6000, and runs on either the Windows NT® or Unix® family of operating systems. Windows NT is a 32-bit, preemptive operating system that features a Windows-like graphical user interface, networking, symmetric multiprocessing, multithreading and security. Like Windows NT, Unix is a multi-user, multitasking system. A powerful operating system because it is written in the C language, Unix is more portable – that is, not machine specific – than other operating systems.</p> <p>The Open Systems Interconnection (OSI) standard is a fundamental design parameter of the DAMION application, and extends to the client side for electronic mail, word processing and desktop calendar applications. The OSI model is a layered architecture or plan that standardizes levels of service and types of interaction for computers that are exchanging information through a communications network.</p> <p>The DAMION application is well integrated with most common desktop tools such as Lotus Notes, Outlook, GroupWise, Excel, QuattroPro, Access and many more. Using OLE (Object Linking and Embedding), DAMION allows for integration of Windows desktop tools within the application, or for sharing of data between DAMION and the desktop tools.</p>
3.11 The system will have the capability to import and export data at least in the format of Delimited ASCII.	ME	All reports and documents generated can be stored in a variety of formats permitting the information to be exported or imported in a delimited ASCII format.
3.12 The system must support an unattended backup device.	ME	The Oracle Job Scheduling System allows administrators to automate repetitive database tasks. Routine tasks, such as <del>18-08766-9</del> backups, can be scheduled on a regular basis, giving the



**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
		administrator more time to focus on value-added tasks. The Job Scheduling System can schedule and run jobs on remote sites, providing the kind of "lights out" management that is vital in a distributed environment.
3.13 The system will permit photographs and other scanned images to be brought into the system and connected to a case. These images can be viewed on inquiry or printed out.	ME	Photographs, graphics and any scanned images can be stored in the Note fields that are located throughout the application. For example, the Case of the Current Defendant window has a note field in which a mug shot of the defendant can be stored.
3.14 IMAGE FORMAT - Documents: TIFF (Tagged Image File Format) - Photographs: JPEG (Joint Photographic Experts Group), GIF, BMP, PSD (PhotoShop) - With no proprietary file header formats to label digital images.	ME	All of the image formats described can be inserted into the note fields. Note fields are actually word processing documents and as such can have any image format embedded in them.  Sine the image is stored in a document format, there is no proprietary file header formats labeling the images.
3.15 The system has a field for entry and maintenance of bar codes. These codes are connected to a case.	MP	DAMION is capable of generating bar code labels, but not tracking the physical location of a file. Contractor has been reviewing this for a future release, but no date has been scheduled for the release of this feature. Contractor would be happy to discuss with County the development of this enhancement.
3.16 Must utilize and ODBC compliant Relational Database Management System (RDBS)	ME	The Oracle RDBMS database is fully ODBC compliant.
3.17 Demographic and other information related to an individual person or organization associated in any way (defendant, suspect, victim, witness, parent/ guardian, etc.) with any number of incidents should only be entered into the system once.	ME	The DAMION person database maintains person details separate from case files, thereby enabling information on an individual to be entered only one time and then be linked to a case as many times as necessary.
3.18 The system will provide the ability to track a person's activity in a gang or gangs.	ME	DAMION provides the ability to track gang affiliations of anyone in the database including suspects, defendants, victims, witnesses, relatives, interested parties, etc. An unlimited number of records can be stored against each person record, allowing the County to track changes in gang affiliations that may occur.
3.19 The system will provide the ability to track evidence related to a case and its status or whereabouts and to attach images	ME	An unlimited number of evidence records can be attached to each case file. Evidence records provide the ability to track status, location,

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
of that evidence to the case.		disposition, etc. A note field is attached to each evidence record in which images, e.g., pictures of evidence can be stored.
3.20 The system will provide the ability to track drug and other lab tests (alcohol, DNA) being conducted in a case.	ME	Each defendant on a case can have an unlimited number of records tracking any type of lab tests performed, for example, blood, alcohol, or DNA. The record tracks the date and time of the test, the name of the lab performing the test, results, etc.
3.21 The system will provide the ability to track all participants in a case, including defendant(s), victim(s), witness(s), officer(s), defense attorney(s), guardian(s), relative(s) and other interested parties.	ME	All of the participants named are stored in the DAMION person database.
3.22 The system will provide the ability to generate Microsoft Word and WordPerfect documents, with data automatically merged from the database into the document.	ME	DAMION's document production function works with either Microsoft Word or Corel WordPerfect. Document templates are used to maintain standard language within documents and can keywords are embedded in the document. The keywords are used automatically extract information from the database, or stop and prompt a user to enter information or select from a list of values.
3.23 The system will provide the ability to merge information not found in the database into a Microsoft Word or WordPerfect document with the use of special user prompts or list boxes.	ME	As noted above, keywords can be embedded in document templates that will pause to allow a user to enter information not in the database, as well as provide a list of values from which the user can select the correct value. The user creating the template has full control over where the prompts occur, the language that is used to describe the prompt and the creation of lists of values.
3.24 The system will provide the ability to generate criminal Complaints listing multiple defendants, charges and charge victims. For example, a Complaint may have several defendants in the caption, and then each charge will include one or more of the defendant's names and list a victim or victims specific to that charge.	ME	The document production function within DAMION is designed to generate criminal Complaints in which the names of the defendants can be inserted in the caption, as well as in the individual charges. The name(s) of the charge victim can also be automatically inserted into the Complaint. A setup window is provided that allows the user to link the charges to a defendant and victims to the charges and then replicate the information to other defendants as needed.
3.25 The system will provide the ability to generate multiple subpoenas (including multiple types of subpoenas) with on action as a group of documents.	ME	Subpoenas in DAMION are generated in the same fashion as any other document or letter, in that they are generated from 1810876-0108 where 182 all the information on the event and the

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
		<p>victims/witnesses to receive subpoenas are located. A subpoena is generated using the calendar item that was entered that requires the victims/witnesses to appear, for example, a court trial. When subpoenas are generated, only those victims/witnesses to be subpoenaed are selected.</p> <p>A complete list of all victims and witnesses is maintained on another window, while only the witnesses or victims receiving subpoenas are displayed on the calendar entry. The system maintains a list of subpoenas that have been generated for each case, which includes the type of subpoena, the date and time each was generated and the name of the user who actually generated the subpoena. All of this information is maintained in the document generation window.</p> <p>If a victim or witness should not receive a subpoena or a re-issuance, their name is deleted from the calendar record, but not from the case file. Subpoenas can be generated at any time based on any actions.</p> <p>DAMION provides the ability to create multiple subpoenas and types of subpoenas at the same time, printing them on different printers as a real-time group document generation process. For example, if three witnesses were to receive a subpoena and a hospital to receive a records request, the user would attach each of these four individuals to the calendar record and then specify the type of document each should receive. If the various types of documents needed to be printed on different printers, the user would specify this. This allows for an unlimited number of subpoenas to be generated with a single action. As with any document generated, subpoenas may be regenerated or edited at any time.</p> <p>Documents generated by DAMION, such as subpoenas, remain linked to the case file until the System Administrator instructs them to be purged.</p>

**TABLE 3: GENERAL SYSTEM FUNCTIONALITY**

Requirement	RC	Discussion
3.26 The system will provide the ability to track the service of subpoenas.	ME	<p>DAMION's Document Tracking function is used to track subpoena service for County generated subpoenas or for subpoenas that may have been received from outside the County and state.</p> <p>The Document Tracking feature allows for records to be maintained with information on the actual service of the subpoena, for example, if it was served, to whom and at what date and time, or if it was delivered to someone other than the recipient. These records are attached to each subpoena.</p> <p>Subpoenas can be retrieved by a variety of data elements, including case number, defendant name, date served, etc.</p> <p>From the document tracking window, the user can edit the subpoena as well as retrieve the history of any other subpoena served to this individual. This allows someone having difficulty serving a subpoena to review other documents sent to this individual in the hopes of finding another address. The user can also track all the reasons for non-service.</p>
3.27 System will be able to track changes of address on subpoenas	ME	See response to item 3.26 above.
3.28 System will be able to notify user before hearing whether all subpoenas have been served.	ME	An ad hoc report can be created that extracts information on all subpoenas where service has been attempted and their status, for example, served, not served.
3.29 The system will be compatible with recognized industry Email protocols and standards, specifically Lotus Notes.	ME	The DAMION application is well integrated with most common desktop tools such as Lotus Notes, Outlook, GroupWise, Excel, QuattroPro, Access and many more.

**TABLE 4: MANGEMENT REPORTS**

Requirement	RC	Discussion
4.1 The system includes a number of standard reports, for example, filings by month and caseload by date by office and attorney.	ME	The following is a list of standard reports that can be made available with the DAMION application: <ul style="list-style-type: none"> <li>• Attorney Calendar</li> <li>• Attorney Tickler</li> <li>• Case Intake</li> <li>• Charge Query</li> <li>• Attorney Caseload</li> <li>• Crime Stats Monthly</li> <li>• Crime Stats – Unissued Cases</li> <li>• Crime Stats YTD</li> <li>• Defendant History</li> <li>• Speedy Trial</li> <li>• Victim Notification Rights</li> <li>• Victim Notification</li> </ul>
4.2 The system will allow for ad-hoc reports to be created without requiring knowledge of programming languages.	ME	Any person who has knowledge of the DAMION application can use the Ad Hoc report writer. The report writer does not require programming knowledge. The interface to the report writer is a forms interface allowing the user to select tables and data elements from drop-down menus.
4.3 The software will have the capability to export caseload data and financial data to most Microsoft Excel and Lotus 1-2-3.	ME	Any information generated in a standard or ad hoc report can be saved in a text format from which it can be exported to or imported by programs such as Microsoft Excel and Lotus 1-2-3.
4.4 A user will be able to direct reports to a workstation screen, Email system, file or printer.	ME	All reports can be directed on-screen, printed, emailed or saved to a file.
4.5 The system will support both landscape and portrait printing.	ME	Reports can be printed in either landscape or portrait printing format.

**TABLE 5: SYSTEM SECURITY**

Requirement	RC	Discussion
<p>5.1 All application and data files must be protected from unauthorized access through the use of passwords and other security mechanisms.</p>	<p>ME</p>	<p>DAMION deals with sensitive data concerning files and cases at the District Attorneys' office by using a sophisticated system that carefully reflects job functions. Proper clearance to system components is limited to users requiring access to carry out their responsibilities. DAMION's built-in security mechanisms control access to some functions, to individual database objects and data, and to the database as a whole, as is further described below.</p> <p>DAMION has six levels of security. These levels of security allow you to limit:</p> <ul style="list-style-type: none"> <li>• Who can access the database, which are set through the User Name and Password</li> <li>• What modules a user can access</li> <li>• To what offices (for multiple locations) a user will have access rights established.</li> <li>• What screens and data elements a user can access.</li> <li>• A users ability to update the database, versus only being able to query for information.</li> <li>• Case or sub-case sealing.</li> </ul>
<p>5.2 A method to prevent the determination of user's passwords must be provided.</p>	<p>ME</p>	<p>Passwords are never displayed on a user's screen in a readable font. In addition, user IDs and passwords are stored in area of the system accessible only by the System Administrator. Even in this area, the passwords are encrypted and not viewable by the System Administrator. The System Administrator can reset a user's password if the password has been forgotten, allowing the user to log back into DAMION and to create a password of their choosing.</p>
<p>5.3 Authorized personnel must be able to change or delete passwords and change functions authorized to passwords at will.</p>	<p>ME</p>	<p>The initial password for each user is automatically created by the system at the time the user's login is created. By default the password is the same as the user id. The user has the ability to reset their own password at any time and should a user forget their password, the System Administrator can also reset a user's password. The System Administrator also has the rights to change a user's security privileges or to completely disable a user's access to the system.</p>

**TABLE 5: SYSTEM SECURITY**

Requirement	RC	Discussion
<p>5.4 The system Administrator must be able to specify which functions can be performed by each individual user and/or group of users.</p>	<p>ME</p>	<p>The following security features can be used to provide a user or group of users with the appropriate level of security.</p> <p><b>Menu/File Security</b>                      When running DAMION, the availability of certain menu items and/or icons depends on the roles to which the user has been assigned. For example, if the menu role is defined for Investigator's module only; then the user assigned to this role can only access those menus items that pertain to Investigative files. They will not be able to access other types of files like Criminal, unless given explicit permission.</p> <p><b>Role-Based Security</b>                      Roles are user-defined collections of privileges that can be granted to, and revoked from users, and can help manage the complexity of privileges. For example, Role 1 can be created, and be granted all the privileges needed to perform their job. In addition, a Role 2 can be created and granted to Role 1. In this way, a Role 1 user receives all the privileges already granted to the Role 2 user, plus the additional privileges of Role 1.</p> <p>To later grant an additional privilege to all Role 1 users, you need only grant an additional privilege to the role itself. Similarly, to revoke a privilege from all Role 1 and 2 users, you need only revoke the privilege from the role they've been assigned.</p> <p>A role for a user can be explicitly disabled to prevent them from using a certain collection of privileges when it is no longer appropriate (such as when the individual changes jobs). In addition, a role can be dropped completely from the database, making it no longer available to any user.</p> <p><b>Office-Level Security</b>                      DAMION users have specific assigned privileges concerning their access to data records belonging to the various offices in the district or County.</p>

**TABLE 5: SYSTEM SECURITY**

Requirement	RC	Discussion
		<p>A user is assigned to one office. A user can be granted access to query, but not update data records belonging to one or more offices or a user can be granted access to manipulate, i.e., add, update and delete data records belonging to one or more offices.</p> <p><b>Screen Data Manipulation Security</b>                      Each DAMION data entry window has certain user access mechanisms. The access mode can be Query mode or All Update mode. Specific groups of users are granted access to certain modules in Query mode only, meaning that users belonging to such a group can use those modules in Query mode only, i.e., can see, but not update.</p> <p>For example if user X belongs to group A, and group A has only Query access to the File Entry Maintenance window, then user X can only query records in this module, and cannot update or delete them.</p> <p>On the other hand, other groups of users may have been granted access privileges to certain modules in the All Update mode, i.e., can see and update records. An example of this would be if user Y belongs to group B and group B has All Update access to the module File Entry Maintenance window. User Y would have permission to query and update records in this module.</p>
<p>5.5 There should be no restrictions on the number of users that can access any program module.</p>	<p>ME</p>	<p>Neither DAMION nor the Oracle database has any limitations on the number of users that can access any module. The number of users allowed to access the database is a function of the number of licenses a customer has purchased.</p>
<p>5.6 The system will provide an audit trail for every data entry and change.</p>	<p>ME</p>	<p>DAMION has a journaling function that records every single transaction on the system. It records who made the transaction, what they did (add, delete, modify) and the date and time of the transaction. The journal function also includes a snapshot of records as they are added, deleted or modified. This maintains a history of the transactions for each record, which allows for recovery of lost or changed data. It can also be used for security reasons to</p>



**TABLE 5: SYSTEM SECURITY**

Requirement	RC	Discussion
		<p>see who made the change. In addition, a read-only field lists the name of any user that adds a person to the database. This field is visible to anyone who has read or write privileges to the Person Information screens.</p> <p>DAMION's ad hoc report function can be used to generate a report from the journal showing field names and the user who updated the record if desired. Also, any ad hoc or standard reports that are generated will list the name of the user who generated the report.</p>
<p>5.7 Any function can be made a secure function.</p>		<p>DAMION provides several methods for ensuring that sensitive data is created and/or viewed only by those users deemed necessary. The first method is through the use of roles. Roles limit a users access to various sections and functions inside the application. DAMION users can also be limited through the System Administrator assigning them to specific offices, which can also have specific assigned privileges granted them. Lastly, each case within DAMION can be sealed and only those users given the sealed user role would have the ability to view the record or portion thereof. The sealing can be done at the top, meaning the entire case is sealed or at multiple levels within the case. For example, a victim's name and involvement within a case can be sealed; this would also apply to suspects, defendants and witnesses, or specific information about the individual such as address can be sealed. Other objects within DAMION can be sealed, for example, an event or a piece of evidence.</p>
<p>5.8 The system will provide the ability to seal off a case or parts of a case for viewing or updating only by authorized users.</p>	<p>ME</p>	<p>Each case within DAMION can be sealed and only those users given the sealed user role would have the ability to view the record or portion thereof. The sealing can be done at the top, meaning the entire case is sealed or at multiple levels within the case. For example, a victim's name and involvement within a case can be sealed; this would also apply to suspects, defendants and witnesses, or specific information about the individual such as address can be sealed. Other objects within DAMION can be sealed, for example, an event or a piece of evidence.</p>

**TABLE 5: SYSTEM SECURITY**

<b>Requirement</b>	<b>RC</b>	<b>Discussion</b>
5.9 The ability to invoke security precautions at the operating system level is required to prevent unauthorized access through network connections to the computer system.	ME	DAMION does not provide security at the operating system level. This would be a function of County's Network Administrator.

**TABLE 6: INQUIRIES**

Requirement	RC	Discussion
<p>6.1 The system will provide for easy retrieval of information. The system will provide for the ability to search for information using almost any information or combination of information within the record(s).</p>	<p align="center"><b>ME</b></p>	<p>Information can be retrieved from DAMION from a variety of screens, using any number of criteria, singly or in combination. The following are examples, of some fields that can be used to retrieve information on people and cases within the Criminal module. Other modules have other unique fields, by which data can be retrieved.</p> <p><b>Agency Report Log</b></p> <ul style="list-style-type: none"> <li>• Case number</li> <li>• Received date</li> <li>• Offense date</li> <li>• Time</li> <li>• Police report number</li> <li>• Case Type (felony, misdemeanor, etc.)</li> <li>• Review Prosecutor</li> <li>• Filing Officer</li> <li>• Report Disposition</li> <li>• Reason</li> <li>• Intake Type (jail, mental health hold, etc.)</li> <li>• Crime Type (robbery, assault, etc.)</li> <li>• Prosecutor Office</li> <li>• Filing Agency</li> <li>• Disposition Date</li> <li>• Victim/Witness Advocate</li> </ul> <p><b>Case Worksheet</b></p> <ul style="list-style-type: none"> <li>• Case Number</li> <li>• Case Name</li> <li>• Prosecutor</li> <li>• Office</li> <li>• Advocate</li> <li>• Status</li> <li>• Venue</li> </ul> <p><b>Attorney Caseload Distribution</b></p> <ul style="list-style-type: none"> <li>• Attorney name</li> <li>• Prosecutor type</li> <li>• Start date</li> <li>• End date</li> <li>• Case type</li> <li>• Crime type</li> </ul>

**TABLE 6: INQUIRIES**

Requirement	RC	Discussion
		<p><b>General Person Lookup System</b></p> <ul style="list-style-type: none"> <li>• Last Name</li> <li>• First Name</li> <li>• Middle Name</li> <li>• Drivers License number</li> <li>• Social Security number</li> <li>• Date of Birth</li> <li>• Sex</li> <li>• Race</li> <li>• State ID number</li> <li>• FBI number</li> <li>• Person Type</li> </ul>
<p>6.2 The system must be able to search on parts on names, addresses or other entries, using wild card characters for unspecified section of the entry.</p>	<p>ME</p>	<p>Wildcards can be used in any searchable field within DAMION and a sounds-like function is available in the General Person Lookup System to assist in searching for names where the exact spelling is not known.</p>
<p>6.3 The system will provide the ability to search on ranges of information in applicable fields such as date and weight fields. Searching for values "&lt; than," "&gt; than," and "not = to" a specific entry will also be available.</p>	<p>ME</p>	<p>DAMION provides the user with the ability to search on virtually every field in the system. Special Query Forms have been created which allow for more detailed searches and include date range searches. DAMION was developed using Oracle's Developer 2000 and as such allows for the use of several Boolean operators such as &gt;, &lt; and &lt;&gt; (not equal). At the current time, DAMION does not permit a search over a range in the weight field.</p> <p>Contractor would be happy to discuss modification to the search functions with County.</p>
<p>6.4 The system will be able to go directly to desired fields to enter search criteria eliminating the need to proceed consecutively through numerous preceding fields.</p>	<p>ME</p>	<p>Users interact with DAMION through the user-friendly industry standard Windows 95 Graphical User Interface. This design allows for users to easily navigate through the system using either the keyboard or mouse. As such users are able to quickly select and move to any field desired whether in standard or query mode.</p>

**TABLE 7: SYSTEM SOFTWARE AND OPERATING SYSTEM**

<b>Requirement</b>	<b>RC</b>	<b>Discussion</b>
7.1 Operating system software and application software should not prohibit the inclusion of third party software on the system.	ME	DAMION is designed with any open architecture enabling all types of third party software to be used. For example, OLE provides interfaces to nearly all common desktop tools and because of Oracle's ODBC/JDBC compliance, third party applications such as Crystal Reports can be used with DAMION.
7.2 Operating system must provide for the prioritized processing of jobs and must issue messages to the operator as needed.	ME	Windows NT does provide for process prioritization, including for increasing or decreasing a processes priority as deemed appropriate. However, messages indicative of a priority problem are not issued. NT does not operate using a batch process as found in AS 400.
7.3 There should be no batch updating or processing required using the system on a system daily basis.	ME	DAMION is set up to run on a real time basis utilizing a recommended server set-up capable of handling Ccounty's specified workload. No batch processing is necessary.
7.4 The system should be capable of running back-ups for all database files without completely taking down the system.	ME	This function is supported by the Oracle database.
7.5 The system must provide for the queuing and dispatching of input/output operations in order to provide concurrent multi-task input/output support.	ME	DAMION is a multi-tasking system.

**TABLE 8: DATA PROTECTION REQUIREMENTS**

Requirement	RC	Discussion
8.1 System must be able to perform backup of all data files onto an industry standard magnetic storage medium in industry standard formats.	ME	This process is supported.
8.2 Procedures and programs will be provided which enable rapid recover from hardware or software failure.  Explain.	ME	System backups will protect the system in case of failure. Oracle also records all transactions in log files, which can be archived. These archived log files can be applied after a failure in order to perform a point-in-time recovery.
8.3 Must protect against unintentional add/ modify/delete transactions.  Explain.	ME	<p>In order to protect against unintentional transactions, multi-level security is provided that can limit a users access to view only, prohibiting them from functions such as add/modify/delete. Also, users must explicitly save their work, so if they unintentionally add, modify or delete they can cancel (rollback) the transaction.</p> <p>A journaling function also allows for tracking changes including who made the change, the date and time and the exact nature of the change.</p>
8.4 The system must have the capability to recover lost data and transactions up to the point of system failure. System disruptions will result only in the loss of data in transactions underway during disruption.	ME	<p>Use of the archived log files mentioned above in item 8.2 will allow for point-of-time data recovery.</p> <p>It is possible to minimize all down time and possible loss of data through the installation of Oracle Parallel Server. This option, though requiring a greater initial investment in hardware, would ensure high system availability and maximized load bearing, while at the same time reducing the impact of a hardware failure and/or data loss. Oracle Parallel Server allows, in the case of a failure, for the relocating of service to a viable system in the cluster, which maintains the availability of applications or data. Additionally, administrators can manually relocate services for load balancing or hardware maintenance or update a storage configuration, as well as other service information in the database configuration, without interrupting service's availability to its clients.</p>

**TABLE 8: DATA PROTECTION REQUIREMENTS**

Requirement	RC	Discussion
8.5 Adequate protection is provided against inadvertent damage to files or data in files.  Explain.	ME	<p>Contractor recommends to all clients that their selected DAMION server be configured using several RAID levels dependant on the clients case volumes.</p> <p>Through the use of RAID configurations, loss of data due to media failure can be minimized if not completely eliminated. A typical server will use a combination of RAID levels 0, 1 and 5 depending on the system section in question. In addition, Oracle Parallel Server will ensure a much more stable environment for data integrity.</p> <p>DAMION also provides for data security through the use of User roles and access capabilities associated with these roles, thus limiting data access to an as needed basis.</p>

**TABLE 9: DATABASE REQUIREMENTS**

Requirement	RC	Discussion
<p>9.1 Suggested data fields are listed Appendix A. Vendor will supply a sample data table for approval by the District Attorney's Office.</p> <p>The suggested Data Table in Appendix: A is not final or complete. Vendor and or County District Attorney's Office may add (or delete) additional data fields, and Vendor may propose a difference structure.</p> <p>The suggested Data Table does not establish relationships between data fields. The Vendor will provide the relationships with the proposed Data Table.</p>	<p>ME</p>	<p>On Appendix A, starting on the next page, Constellation has listed the tables (screens) on which the data elements listed can be found.</p> <p>It is understood, that the list is not final or complete and that County may request customization of the DAMION product.</p> <p>The DAMION data model is considered intellectual property that is proprietary to Contractor. We would be happy to share this information with County under a non-disclosure agreement.</p>
<p>9.2 The system will provide for mandatory use of specified "codes" in certain fields, such as case status or disposition.</p>	<p>ME</p>	<p>Several fields within DAMION are considered mandatory. Contractor would be happy to review, which specific fields with County would want to be made mandatory.</p>
<p>9.3 The system will provide for the ability to immediately view all valid codes for a "coded" field in the form of a drop-down list. The user will be able to select a code from the list. Whereupon the system enters the code in the field.</p>	<p>ME</p>	<p>All code tables are accessible through drop-down menus, which can be selected with the use of a mouse or keyboard. A user if familiar with a code, can also type that directly in the field, therefore speeding up the data entry process. Also, typing the first few letters of the value desired can easily shorten long code tables.</p>
<p>9.4 The system will be Table driven. Drop-down lists for coded fields will be in separate tables. These tables must be maintainable by County District Attorney Office personnel.</p>	<p>ME</p>	<p>DAMION is table driven. Each table is stored separately and is easily maintainable by the County District Attorney's Office personnel. It should be noted however, that fields from a single data table may appear on multiple screens, but are store in a single table for ease of maintenance.</p>
<p>9.5 System will store all known aliases and automatically link them to all applicable cases.</p>	<p>ME</p>	<p>Because DAMION is a person-based system, the records of individuals are stored separately from the case file. Aliases are stored in the person database. Therefore, when an individual is linked to a case both his/her real name is immediately available as well as any known aliases. Also, if a name that is an alias is searched for in the person database, the real name can be found by pressing a single button.</p>



**TABLE 9: DATABASE REQUIREMENTS**

Requirement	RC	Discussion
9.6 Must track unlimited charges per case, per defendant.	ME	DAMON supports the ability to track an unlimited number of charges per defendant.
9.7 Must provide a complete history of hearings and continuances.	ME	DAMION provides for historical tracking of all events and documents related to a case through its action/event (calendar) functions. In addition, please refer to the response to 9.12 below
9.8 Must allow for distinct case and log numbers for separate physical offices.	MP	DAMION does allow for this feature through a manual process, however, Contractor would be happy to discuss with County the development of this enhancement to occur automatically.
9.9 Event dates must be automatically calculated by the system to meet mandated time-frames. These time-frame setting are under the control of the System Administrator.	ME	With the use of DAMION's automatically calculated event system, future events can be pre-programmed to be created automatically. This means once one event has been entered, the next event or series of events will automatically be created by DAMION with the required dates/timelines as set up by the administrator. For example, if a preliminary hearing is set to occur 10 days after the arraignment, once the event for the arraignment has been entered, DAMION will automatically create the preliminary hearing event for 10 days after the date of the arraignment.
9.11 Will utilize an acceptable Graphic User Interface with dynamic cut, copy and paste to other Windows programs.	ME	DAMION is designed using Windows 95's intuitive Graphical User Interface and, as such, allows for this functionality on a field basis. Based on the use of drop-down menus, windowed regions on the screen and a mouse, DAMION's user-friendly design provides for easy interaction with the system for users at all levels, including novice users.
<p>9.12 Must have an integrated calendar.</p> <p>This includes the ability to show hearing dates by case, defendant or prosecutor.</p> <p>Ability to generate and edit a "daily calendar" which could include all hearing for D.A. staff for a particular day.</p> <p>Ability to calendar events for defendants and prosecutors individually.</p> <p>Ability to enter a date into the database by pointing and clicking on a date on a calendar which appears in a window.</p>	ME	<p>All hearings, continuances or other types of actions/events are entered in DAMION's Action/Event function. All actions/events are tracked against each case.</p> <p>DAMION is integrated with desktop calendar applications such as Outlook or GroupWise. Actions/Events entered in DAMION can be posted to a prosecutor or other staff member's calendar, thereby generating a reminder of that event.</p>

## EXHIBIT "C"

### TRAINING

#### Overview

The training program provided to County will start with Contractor providing training to all users before the DAMION system goes live. Using a train-the-trainer model, Contractor will ensure that a core group of users have sufficient knowledge to subsequently train new users for upgrades.

#### Training Curriculum

Contractor will provide four levels of training to County.

##### Basic User Training

1. Length One ½-day session
2. Audience Investigators, Victim/Witness, Child Abuse, Paralegal, Prosecutors.
3. Prerequisites Windows 95, Corel WordPerfect 8 SP7
4. Computer Skill Level Low
5. Curriculum Basic Skills:
  - Navigation
  - Query
  - Basic data entry
  - Generating Standard and Ad Hoc Reports

##### Intermediate User:

1. Length Three ½-day sessions
2. Audience Support Staff, D.A. ,Chief Ass't, Ass't.D.A.,
3. Prerequisites Windows 95, Corel WordPerfect 8 SP7
4. Computer Skill Level Intermediate
5. Curriculum Intermediate Skills:
  - Navigation
  - Query
  - Data Entry
  - Legal Document Production
  - Generating Standard and Ad Hoc Reports

##### Advanced:

1. Length Eight ½-day sessions
2. Audience Legal Services Supervisors, Office Mgr., Analyst
3. Prerequisites Windows 95, Corel WordPerfect 8 SP7
4. Computer Skill Level High
5. Curriculum Intermediate Skills:
  - Navigation
  - Query
  - Data Entry
  - Legal Document Production
  - Generating Standard and Ad Hoc ReportsAdvanced Skills:
  - Creating Document Templates
  - Designing Ad Hoc Reports

### System Administration:

- |                         |   |
|-------------------------|---|
| 1. Length               | Two ½-day sessions  |
| 2. Audience             | System Administrators, Office Administrators and Clerical Supervisors   |
| 3. Prerequisites        | Windows 95, Corel WP 8 SP7, Windows NT or Unix O.S.   |
| 4. Computer Skill Level | High  |
| 5. Curriculum           | <ul style="list-style-type: none"><li>• Adding and Maintaining Users</li><li>• Maintaining Roles</li><li>• Adding and Maintaining lists of values</li></ul> |

### **Maximum Class Size**

- |                         |   |
|-------------------------|---|
| • System Administration | 6 |
| • Advanced              | 6 |
| • Intermediate          | 8 |
| • Basic                 | 8 |

### **Continuity of Classes**

To maintain continuity of study, classes made up of multiple sessions should not have more than one half day between each session. For example, a three session intermediate class could run:

- Three mornings or afternoons in a row
- Two mornings and one afternoon or vice versa.
- Morning, afternoon, morning or vice versa

Individuals, who will act as System Administrators, must have completed either an Advanced Clerical or Management class or an Intermediate class before taking the System Administration class.

### **Training Schedule Breakdown**

To assist with the implementation of DAMION an implementation team made up of system administrators, supervisors, etc. will be trained in advance of the general user population. These individuals will be responsible for creating document templates, designing ad hoc reports, assisting with the data conversion process, and installation and set-up of DAMION.

### **Services and Equipment**

The training environment will also provide the following services/equipment:

#### **Database Server:**

Availability of the database server intended for production, configured and loaded with the Oracle Server software and "practice" conversion data in the training database.

## File and Printer Servers

At each of the training locations, a file/printer server will be available in the classroom environment, including a dedicated laser printer in the classroom.

## ASSUMPTIONS AND PREREQUISITES

### General User Prerequisites

It is assumed that all attendees will have had experience with a Windows 95 environment and can perform the following functions.

- Navigating Windows 95 – Mousing, windowing, using the desktop, Taskbar and Start button.
- Managing Files and Folders – Moving, copying, deleting, viewing, creating and renaming files and folders.
- Running Programs – Starting and exiting programs and managing program icons.
- Keyboard Typing – Using the keyboard at a level that is consistent with the requirements of their position.

### System Administration Prerequisites

The following courses are recommended for DAMION System Administrators.

#### NT 4.0 Operating System

- Administering Microsoft Windows NT 4.0
- Supporting Microsoft Windows NT 4.0 Core Technologies

#### Oracle Database

- Oracle 8 Database Administration
- Oracle 8 Backup and Recovery Workshop
- Introduction to Oracle: SQL and PL/SQL

## Training System Requirements

COMPONENTS	CLIENT WORKSTATION REQUIREMENTS	TRAINING SERVER REQUIREMENTS
CPU	Pentium 100 or 133 MHz	Intel, DEC Alpha or RS6000
Memory	32 MB	40 MB
Hard Drive (free space)	150 MB	600 MB
Network Protocol	TCP/IP	TCP/IP
Video	800 x 600 pixels, 256 colors	800 x 600 pixels, 256 colors
Operating System	Windows 98 or Windows NT	UNIX or Windows NT
Word Processor	WP 8.0/9.0 or MS Word 97/2000	N/A

## Continuity of Classes

To maintain continuity of study, classes made up of multiple sessions should not have more than one half day between each session. For example, a three session intermediate class could run:

- Three mornings or afternoons in a row
- Two mornings and one afternoon or vice versa
- Morning, afternoon, morning or vice versa

Individuals, who will act as System Administrators, must have completed either the Core User training or the Full-time User class before taking the System Administration class.

## **Services and Equipment**

The training environment will also provide the following services/equipment:

### Database Server

Availability of CLIENT Microsoft NT Server intended for production, and configured and loaded with the Oracle Server software and "practice" conversion data in the training database.

### File and Printer Servers

At each of the training locations, a file/printer server will be available in the classroom environment, including a dedicated laser printer in the classroom.

## **Assumptions and Prerequisites**

### General User Prerequisites

It is assumed that all attendees will have had experience with a Windows 98 environment and can perform the following functions.

- Navigating Windows 98 -Mousing, windowing, using the desktop, Taskbar and Start button.
- Managing Files and Folders-Moving, copying, deleting, viewing, creating and renaming files and folders
- Running Programs-Starting and exiting programs and managing program icons.
- Keyboard Typing - Using the keyboard at a level that is consistent with the requirements of their position.

**EXHIBIT "D"**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation at Selected Milestones**

- A. For Contractor services to be rendered under this contract, Contractor shall be paid a total contract amount, including cost reimbursements, not to exceed \$121,505.00, and not including tax.
- B. Payment for services and / or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in **ARTICLE II, Contractor's Statement of Work**.
- C. Upon delivery to County of item(s) specified below, Contractor shall submit to the County **DESIGNATED REPRESENTATIVE** an invoice for the service performed in accomplishing each milestone. These invoices must cite the assigned Purchase Order Number. County **REPRESENTATIVE** shall evaluate the quality of the service performed and / or item(s) delivered and if found to be satisfactory shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation.

<b>Payment Milestones</b>		
<u>Milestone Description</u>	<u>Percentage of Total Contract (less contingency)</u>	<u>Maximum Amount Chargeable</u>
Contract Signing	30%	\$36,451.50
Completion of data conversion	25%	\$30,376.25
Development of DAMION as production system	25%	\$30,376.25
Final payment following 60 days of trouble-free production	20%	\$24,301.00
<b>Total</b>		<b>\$121,505.00</b>

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in Statement of Work have been delivered and found to be satisfactory.

- D. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billing or seek any other legal remedy.

E. The Contractor will deliver to the County the following software items and service deliverables:

1. DAMION Criminal Module for 53 users
2. DAMION Adult Criminal Module
3. DAMION Juvenile Module
4. DAMION Investigations Module
5. DAMION Victim/Witness Module
6. DAMION Ad Hoc Report Module
7. DAMION Legal Support Module
8. Oracle<sup>1</sup> RDBMS for 53 users
9. Oracle Toolset
10. JALAN Interface

- F. The second year Annual Silver Maintenance Fee for DAMION shall be \$15,000.00. Thereafter annual increases in the maintenance fees will not exceed a percentage increase equivalent to the annual percentage rate of increase in the Consumer Prices Index.
- G. The first and second year Annual Maintenance Fee for Oracle will be \$1,865.00. This is based on a Maintenance rate of 22 percent per seat multiplied by 53 users. Third and subsequent years of Maintenance Fees for the Oracle RDBMS will be calculated using the formula of the ORACLE Maintenance Fee percentage multiplied by the then current Oracle License Fee
- H. All Maintenance Fees shall be paid within thirty (30) days of invoice at the beginning of the maintenance period.
- I. Overdue payments shall bear interest at the rate of 15% per annum on the amount outstanding from the date when payment is due until the date payment in full is received by Contractor.
- J. In addition to the fees payable by the County to the Contractor, all taxes and other levies, including sales and use taxes (but excluding taxes based on the net income of Contractor resulting from this Agreement) shall be the responsibility of the County.
- K. The Contractor will maintain the DAMION software in Escrow for the County, as described in Exhibit "A-1". The Contractor agrees to pay all fees associated with the Escrow of the DAMION software.

<sup>1</sup> The Oracle RDBMS is a limited runtime license, inexorably linked to the DAMION application, with use strictly limited to the DAMION application.

**TABLE 1 – COST PROPOSAL**

Year One	Description	Cost
<b>Software:</b>		
Case Management System	DAMION Adult Criminal Module – 53 named users	\$65,400
Investigation Module		Included
Juvenile Module		Included
Other	Oracle RDBS – 53 named users	\$4,240
Victim Witness Module		Included
Install Software		\$10,000
Training		\$10,000
Data Conversion		\$20,000
Create interface with JALAN Jail System to receive logs from Jail and process into Case Management System		\$10,000
Other	Document Template Conversion <sup>2</sup>	Included
Software maintenance, Case Management, year one		Included

<sup>2</sup> Conversion of the word processing templates is included in the price quoted for data conversion. However, this is only for the templates. Conversion of keywords will need to be quoted separately based on an analysis of the type and number of keywords to be converted.



**TABLE 1 - COST PROPOSAL**

<b>Maintenance, other</b>	Oracle RDBMS	\$1,865
<b>Sub Total</b>		\$121,505
<b>Sales tax @ 7.5%</b>	Constellation is not aware of any sales tax that would apply to the sale of the DAMION application in California. Should El Dorado County discover that sales tax does apply, El Dorado County would be responsible for the payment of sales tax.	N/A
<b>Total Cost, Year One</b>		\$121,505
<b>Year Two</b>		
<b>Software Maintenance, year two</b>	DAMION maintenance	\$15,000
<b>Other maintenance</b>	Oracle RDBMS maintenance	\$1,865
<b>Total Cost, Year Two</b>		\$16,865

## EXHIBIT "E-1"

### MAINTENANCE

**MAINTENANCE.** In consideration of payments to be made by County to Contractor as set out in Exhibit "D", Contractor agrees to provide the following Silver Service Level software maintenance services during the periods covered by the maintenance fees:

1. Contractor will maintain the System Software so that it operates in conformity in all material respects with the descriptions and specification for the Software set forth in the Documentation.
2. In the event that County notifies Contractor of any errors or defects in the Software, Contractor will provide support, as described in the Contractor's Maintenance Policy in Exhibit "E-2", in the form of assistance and advice on the use and maintenance of the Software.
3. Contractor will send County Updates on CD-ROMS and notices of Upgrades of the Software to the County's address specified in this contract. Updates are those improvements and/or modifications to the Software that Contractor generally makes available as part of the annual maintenance program. Contractor will establish and facilitate a User's Group to develop and prioritize requests for system enhancements to address requirements and improve system functionality for inclusion in each annual update. An Upgrade is any product release, including added functionality, or major enhancement of the Software, that Contractor markets and licenses for additional fees separately from Updates.
4. Contractor shall provide County with Updates of the Software in a timely manner at no additional charge. County shall be entitled to acquire a license to Upgrades for Contractor's then prevailing license fees. Software Updates and Upgrades will be sent on three and a half (3 ½) inch diskettes or CD-ROMS with explanations, instructions, and updated documentation where appropriate.
5. Contractor will provide County with copies of standard reports developed for other California Counties. Upon request, Contractor will provide estimated cost to tailor reports for installation at County, and if interested, County may purchase tailored reports.
6. Contractor will conduct on an annual basis a review of the application status and performance with the County at their site.

Maintenance services shall not include, and County shall pay extra for, any and all consulting, implementation, customization, education and training related services, subject to the availability of Contractor's staff. Maintenance service shall not include, and County shall pay extra for (subject to Contractor's staff schedules): service to products not listed on Exhibit "D"; maintenance of software that has been modified or repaired by someone other than Contractor; modification or repair of damage caused by failure to continually provide a suitable operating environment for the software, including damage caused by accident, disaster, neglect or misuse; or modification or repair of damage caused by the use of the software for other than the purposes for which licensed.

County shall, at Contractor's request, provide Contractor with the right of dial-access to County's computers on which the Software is installed, so as to enable Contractor to monitor the operation of the Software.

## EXHIBIT "E-2"

### Contractor's Maintenance Policy

#### Contractor Maintenance Program Details:

Contractor offers three levels of service, DAMION Silver, Gold and Platinum. DAMION Silver is the standard level of support that has been offered to and accepted by the County.

#### Problem Assistance Reports:

Problem Assistance Reports (hereinafter referred to as "PAR") is the term applied to calls from the County that are logged into DAMION Problem Database. PARs are classified by severity level and are independent of the computing environment and the DAMION product in use. Contractor will work closely with the County to assign a mutually agreed upon severity levels and that meet the definitions of the severity level.

Contractor will provide an initial response to the County on the problem within in an established period of time for the assigned severity level.

PARs will remain open until no further action is required. This means that a mutually acceptable solution (fix or workaround) has been provided, or that a solution has been provided by the Contractor and the Contractor has not received a call back from the customer in more than 14 days.

PARs are assigned the status Inactive when the technical issue has been resolved but the County wishes to verify the fix before closing the PAR.

#### Customer Support Procedures:

A Contractor's Technical Support Analyst will answer the County's calls and will log them into the PAR system. When a call is logged, the PAR system automatically generates a PAR number. When calling Customer Support, the County is asked to note the number for future reference.

The Technical Support Analyst will attempt to determine whether the problem in question is caused by a product defect (bug) or by some other factor, such as documentation, education or computing environment.

During the course of researching the problem, the Technical Support Analyst will review other PARs in the system to determine if a similar problem has been previously reported. If there is information on possible solutions, the information is faxed or emailed to the County.

A Technical Support Analyst will attempt to reproduce and correct the problem on the current release of the product. If the problem is complex, the County may be asked to provide a discrete reproducible test case to help isolate and solve the problem.

If the Technical Analyst can reproduce the problem on the most current release, the appropriate development team will be notified. Fixes or workarounds to PARs will be provided based on the assigned Severity Level. If the Technical Support Analyst cannot reproduce the problem on the product's most current release, the County may then be advised to upgrade to the current release.

## **Severity Level Definitions**

### ***Severity Level 1***

The problem causes complete loss of service and work cannot reasonably continue. The problem or defect has one or more of the following characteristics:

- Data corruption
- Critical functionality is not available
- System hangs
- System crashes repeatedly

Contractor will provide an initial response to Level 1 PARs within four (4) hours during the support period (24x5), and will work on the PAR until the issue is resolved (fix or workaround). To ensure that progress can continue at a steady pace, the County must provide Contractor with a contact either on-site or by pager to assist with data gathering, testing and applying fixes during the support period.

### ***Severity Level 2***

A Severity Level 2 is a problem or product defect that causes an internal (software) error, or incorrect behavior loss of service. No County acceptable workaround is available, however operations can continue in a restricted fashion. The problem or defect has one or more of the following characteristics:

- Internal software error causing the system to fail, but restart or recovery is possible
- Severely degraded performance due to software error
- Some important functionality is unavailable, yet the system can continue to function in a restricted fashion

Contractor will provide initial response to Level 2 PARs within 24 hours during the support period (24x5), and the PAR will be worked on during normal working days (Monday through Friday) and normal working hours (6 AM to 6 PM PST). Contractor will include a fix to the problem in its next Product Update and where possible will provide a patch to the County.

### ***Severity Level 3***

A Severity Level 3 is a problem or product defect which causes minimal loss of service. The impact of the problem or defect is minor or an inconvenience, such as a manual bypass to restore product functionality. The problem or defect has one or more of the following characteristics:

- Software error for which there is a County acceptable workaround
- Minimal degraded performance due to software error
- Software error or incorrect behavior has minor impact on system operation
- Software error requires manual editing of configuration or script files to work around a problem

Contractor will provide initial response to Level 3 PARs within five (5) working days (Monday through Friday). Contractor will include a fix to the problem in its next Product Upgrade.

### ***Severity Level 4***

A Severity Level 4 is a minor error, incorrect behavior, or a documentation error that in no way impedes the operation of a system.

- Error causes no loss of service or impedes system operation
- Error can be corrected through a change in system documentation

Contractor will make every effort to correct the problem in the next Product Update or revision to its documentation.

### **Escalation Procedures**

If at any time a County believes that Contractor is not providing sufficient service on a PAR, the problem can be expedited by asking to speak with the Customer Service manager. The Customer Service manager will return the call within two hours during the support period (24x5) to discuss the situation.

If the Customer Service manager cannot resolve the issue, the County may request succeeding levels of escalation, beginning with the Development Manager. Escalation may proceed if necessary to the Integration Services, Vice President who has the authority to assign all personnel required to support the resolution effort.

At each level of escalation, Contractor Management assumes responsibility for the problem, coordinating problem resolution, and bringing additional resources to the situation as needed.

### **Service Levels:**

**DAMION Silver:** DAMION Silver provides 1-800 telephone support during normal business hours (Monday through Friday 6 AM to 6 PM PST). This includes direct access to Technical Analysts for problem resolution, bug reporting, documentation clarification and technical guidance during the defined business hours.

Level 1 PARs are worked 24x5 until resolved, and Level 2, 3, and 4 PARs are resolved during normal business days and working hours as defined in Section 1.C.

### **Custom Maintenance Options**

In addition to the support programs detailed above, Contractor will tailor services to meet County's unique requirements, such as on-site personnel. These maintenance options are available upon request.

### **DAMION Service Program Definitions**

#### **1. Product Update and Upgrade Definitions**

##### **A. Product Updates**

Product Updates are those improvements and/or modifications to the Software that Contractor generally makes available as part of the annual maintenance program.

##### **B. Product Upgrades**

A Product Upgrade is any product releases, including added functionality, or major enhancement of the Software, that Contractor markets and licenses for additional fees separately from Updates.

#### **2. Service Definitions**

##### **A. 24x5 Service**

Service that is 24x5 is service that is provided 24 hours per day, 5 days per week, Monday through Friday.

## DAMION Versions:

### 1. Supported Versions

It is Contractor's policy to provide support for the two most current product revisions of the current product version. Maintenance for product revisions is provided via Update releases. Contractor will provide 12 months notice before de-supporting a product version or revision. Contractor recommends maintaining your software at currently supported release levels.

### 2. Version Number

Every Contractor product has an associated version number, which is listed in the format X.Y.Z, for example 3.3.1. Each successive decimal place represents an increasing level of detail. The first digit (X) indicates the version number or upgrade. The revision or update level is indicated by the second digit (Y). The third digit (Z) indicates the patch level.

## County Responsibilities

Contractor Service programs requires that a County always have a written "Backup and Recovery" plan in place. Annually, the County is required to furnish Contractor with a current copy of its "Backup and Recovery" plan.

Damion Installation (County)

ID	Task Name	Start	Finish	Duration	Resource Names
1	DAMION Installation (El Dorado County)	Mon 12/4/00	Mon 6/1/01	131.63 days	
2	Kick Off Meeting	Mon 12/4/00	Tue 12/5/00	2 days	CJS-Installation, El Dorado [1%]
3	Complete Project Plan	Mon 12/11/00	Mon 12/11/00	0 days	CJS-Installation
4	Create Jalan Interface	Mon 12/11/00	Fri 5/11/01	102.13 days	
5	Provide Detailed Jalan Field List and all available pertinent information/docu	Mon 12/11/00	Tue 12/12/00	1 day	El Dorado
6	Provide Required Format for Interface Transfer File	Mon 12/11/00	Mon 12/11/00	0 days	CJS-Development [13%]
7	Provide Test Data Extract File	Mon 2/5/01	Mon 2/5/01	0 days	El Dorado [13%]
8	Map All Data from Jalan to DAMION	Fri 2/9/01	Thu 3/1/01	15 days	CJS-Development
9	Create Preliminary Design Specification	Fri 2/9/01	Thu 2/15/01	5 days	CJS-Development
10	Review Preliminary Design Specification	Fri 2/16/01	Fri 2/23/01	5 days	El Dorado
11	Create all necessary tables/screens	Fri 2/16/01	Thu 4/12/01	40 days	CJS-Development
12	Install Interface in TRN Instance	Tue 4/24/01	Tue 4/24/01	1 day	CJS-Installation [13%]
13	Test Interface in TRN Instance	Tue 4/24/01	Thu 5/10/01	12.13 days	El Dorado
14	Final Installation	Thu 5/10/01	Fri 5/11/01	1 day	CJS-Installation [13%]
15	Data Conversion	Mon 12/11/00	Fri 4/27/01	93 days	
16	Receive Existing System Documentation	Mon 12/11/00	Mon 12/11/00	0 days	CJS-Data Conversion, El Dorado [1%]
17	Send Existing Jalan Documents	Mon 1/15/01	Mon 1/15/01	0 days	CJS-Data Conversion
18	Receive Detailed Key Documentation	Mon 12/11/00	Mon 12/11/00	0 days	CJS-Data Conversion
19	Complete Programs for Data Extraction	Mon 1/22/01	Mon 1/22/01	0 days	El Dorado [1%]
20	Receive Partial Extract for Verification	Mon 1/22/01	Mon 1/22/01	0 days	CJS-Data Conversion
21	Receive Full Data Extract from Current System	Mon 1/29/01	Mon 1/29/01	0 days	El Dorado [1%]
22	Map Fields from Current System to DAMION	Mon 1/22/01	Fri 3/2/01	30 days	CJS-Data Conversion
23	Convert Existing Jalan Documents	Fri 3/2/01	Fri 3/16/01	10 days	CJS-Data Conversion, El Dorado [1%]
24	Add Keywords to Converted Jalan Documents	Fri 3/16/01	Fri 4/27/01	30 days	El Dorado
25	Perform Test Conversion	Mon 3/5/01	Mon 3/12/01	5 days	CJS-Data Conversion
26	Review Results of the Conversion	Mon 3/12/01	Wed 3/14/01	2 days	CJS-Data Conversion

Damion Installation (County)

ID	Task Name	Start	Finish	Duration	Resource Names
27	Create and Run Data Exception Reports	Wed 3/14/01	Tue 4/3/01	15 days	CJS-Data Conversion
28	Client Reviews Reports and Correct Data in Current System	Tue 4/3/01	Tue 4/24/01	15 days	El Dorado[1%]
29	Pre-Installation Activities	Tue 12/19/00	Mon 2/19/01	37.5 days	
30	Configure/Order Server Hardware	Tue 12/19/00	Thu 12/21/00	2 days	El Dorado
31	Receive Server Hardware	Thu 2/15/01	Thu 2/15/01	0 days	El Dorado[1%]
32	Test System Configuration	Thu 2/15/01	Fri 2/16/01	2 days	El Dorado
33	Define Integrity Requirements	Thu 2/15/01	Mon 2/19/01	2.5 days	
34	Define Access Security Requirements	Thu 2/15/01	Thu 2/15/01	1 day	El Dorado[0%],CJS-Installation
35	Define System Availability Requirements	Thu 2/15/01	Fri 2/16/01	0.5 days	El Dorado[0%],CJS-Installation
36	Define Backup Strategy	Fri 2/16/01	Mon 2/19/01	1 day	El Dorado[0%],CJS-Installation
37	DAMION Installation	Mon 2/19/01	Tue 2/20/01	1 day	
38	Create Training Database (instance name='trn')	Mon 2/19/01	Mon 2/19/01	0.5 days	CJS-Installation
39	DAMION Configuration	Tue 2/20/01	Tue 2/20/01	0.5 days	CJS-Installation
40	System Administrator Training	Mon 2/26/01	Fri 3/2/01	4.5 days	
41	SA Training	Mon 2/26/01	Tue 2/27/01	1.5 days	El Dorado[1%],CJS-Training
42	Ad Hoc Report Writer Training	Wed 2/28/01	Wed 2/28/01	1 day	El Dorado[1%],CJS-Training
43	Create Document Templates Training	Thu 3/1/01	Fri 3/2/01	2 days	El Dorado[1%],CJS-Training
44	Review Workflow	Mon 3/5/01	Mon 3/19/01	10.07 days	
45	Review Workflow Impacts	Mon 3/5/01	Fri 3/9/01	5 days	CJS-Installation
46	Revise and Adjust Workflow Procedures	Fri 3/9/01	Mon 3/19/01	5.07 days	El Dorado,CJS-Installation
47	Training	Wed 4/25/01	Tue 5/22/01	19.63 days	
48	Create User Accounts for Training	Wed 4/25/01	Wed 4/25/01	1 hr	CJS-Installation
49	User Training	Wed 4/25/01	Tue 5/22/01	19.5 days	El Dorado[1%],CJS-Training
50	Pre-Production Activities	Fri 3/2/01	Fri 3/30/01	20 days	
51	Maintenance Table Building Process	Fri 3/2/01	Fri 3/30/01	20 days	
52	Document Existing Relevant Codes	Fri 3/2/01	Fri 3/9/01	6.07 days	El Dorado



Damion Installation (County)

ID	Task Name	Start	Finish	Duration	Resource Names
53	Populate Maintenance Code Tables	Fri 3/9/01	Fri 3/30/01	15 days	EI Dorado
54	Completion of Critical Documents for Go-Live	Mon 3/12/01	Mon 3/26/01	10 days	EI Dorado
55	Production Database Preparation	Fri 3/2/01	Tue 3/13/01	6.01 days	
56	Obtain Transaction Volumes	Fri 3/2/01	Tue 3/6/01	1 day	EI Dorado[0%],CJS-Installation
57	Revise Record Count Estimates	Tue 3/6/01	Wed 3/7/01	1 day	CJS-Installation
58	Detailed Database Sizing	Wed 3/7/01	Fri 3/9/01	2 days	CJS-Installation
59	Create Production Database (instance name='prd')	Fri 3/9/01	Mon 3/12/01	1 day	CJS-Installation
60	Create Tables for Purchased Applications	Mon 3/12/01	Tue 3/13/01	1 day	CJS-Installation
61	Create and Test Backup Procedures	Fri 3/2/01	Mon 3/12/01	5 days	EI Dorado[0%],CJS-Installation
62	Load Software on all User PCs	Mon 3/12/01	Wed 3/14/01	2 days	EI Dorado[1%],CJS-Installation
63	Create User Accounts	Tue 3/13/01	Mon 3/26/01	9 days	
64	Define and Create Security Roles	Tue 3/13/01	Tue 3/20/01	5 days	EI Dorado[1%]
65	Create DAMION User Accounts	Tue 3/20/01	Thu 3/22/01	2 days	EI Dorado[1%]
66	Enroll Users in Security Roles	Thu 3/22/01	Mon 3/26/01	2 days	EI Dorado[1%]
67	Performance Testing	Wed 4/25/01	Fri 4/27/01	2.5 days	
68	Devise Formal Test Plan	Wed 4/25/01	Thu 4/26/01	2 days	CJS-Installation
69	Approval of Test Plan	Thu 4/26/01	Thu 4/26/01	0 days	EI Dorado
70	Test within DA environment	Thu 4/26/01	Fri 4/27/01	0.5 days	EI Dorado,CJS-Installation
71	Monitor & approve performance	Fri 4/27/01	Fri 4/27/01	0 days	EI Dorado
72	Go Live Activities	Fri 5/25/01	Mon 6/11/01	13 days	
73	Perform Final Data Extract for Final Data Conversion	Fri 5/25/01	Fri 5/25/01	0 days	EI Dorado
74	Import System Code Tables from Training DB	Fri 5/25/01	Sat 5/26/01	3.75 hrs	CJS-Installation
75	Go Live Data Conversion	Fri 5/25/01	Sat 5/26/01	1 day	CJS-Data Conversion
76	Create User Accounts from Training DB	Fri 5/25/01	Sat 5/26/01	3.75 hrs	CJS-Installation
77	Import Security Roles from Training DB	Fri 5/25/01	Sat 5/26/01	3.75 hrs	CJS-Data Conversion
78	Go Live	Mon 5/28/01	Mon 5/28/01	0 days	

Damion Installation (County)

ID	Task Name	Start	Finish	Duration	Resource Names
79	On-Site Assistance During Go Live	Mon 5/28/01	Wed 5/30/01	2.5 days	CJS-Data Conversion[200%]
80	Post-Production Activities	Mon 6/4/01	Mon 6/11/01	5 days	CJS-Data Conversion

## EXHIBIT "G"

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

#### *INDEMNIFICATION:*

Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the negligence or willful misconduct of the County. With respect to any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising from the joint or concurrent negligence of Contractor and the County, each party shall assume responsibility in proportion to the degree or its respective fault as determined by a court of competent jurisdiction. Contractor's obligation to indemnify County is contingent upon the County giving prompt notice to Contractor of any claims, permitting Contractor to defend, compromise, or settle any claim, and cooperating with the defense of any such claim.

Contractor shall notify the County immediately in the event of any accident or injury arising out or in connection with this Agreement.

#### *INSURANCE:*

Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than B+: VIII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured; it shall furnish a copy of Certificate of Consent to Self-insure issued by Department of Industrial Relations for State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 etc. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.
2. **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of Contractor and shall include contractual liability coverage for this Agreement between County and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles, which are operated on behalf of Contractor pursuant to Contractor's activities hereunder. County, its officers, employees, and agents shall be named as Additional Insureds on any policy. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000

per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the County has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

Contractor shall submit to the office of the designated County representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated County representative as a condition precedent to any payment by County under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the Contractor.