

**SUN RIDGE SYSTEMS, INC.
SOFTWARE AND SERVICES AGREEMENT**

This Software and Services Agreement ("Agreement") is executed in duplicate as of the latest date by the signees, between Sun Ridge Systems, Inc., a California corporation ("Sun Ridge"), and El Dorado County, a political subdivision of the State of California ("the County") located at 200 Industrial Drive, Placerville, 95672.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the County, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software ("Software") and services ("Services") to the County as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein ("Software Support Services Agreement").

Section 2. County Project Manager. Sun Ridge shall work under the general direction of a project manager from County to be determined at a later date in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the County of the Software and Services (the "Project") described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the County agrees to pay Sun Ridge the Total Contract Amount ("Contract Amount") given in Exhibit B according to the following schedule ("Payment Schedule"):

| <u>Milestone</u> | <u>Amount of Payment</u> |
|--------------------------------|--------------------------|
| Contract Signing | 25% of Contract Amount |
| Software Installation Complete | 25% of Contract Amount |
| Training Complete | 25% of Contract Amount |
| Final Acceptance | 25% of Contract Amount |

The County shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the County, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Change Orders. The County may make, and Sun Ridge may consider, reasonable requests for changes to the Scope of Work. Upon acceptance of such request Sun Ridge will provide a written quotation to the County for the requested item. The Contract Administrator from the County may accept or reject the quotation. Should the County accept the quotation, the County shall notify Sun Ridge in writing, at which point Sun Ridge will prepare a contract "Change Order" detailing the impact of the change in the Scope of Work. The cumulative total of any Change Orders shall not exceed the Change Order Amount in Exhibit B. County is not obligated to pay against the line item listed in Exhibit B as Change Order Amount unless such Change Orders are agreed upon.

Section 6. Invoices. Invoices shall be sent to:

El Dorado County Sheriff's Office

Attn: Accounts Payable

200 Industrial Drive

Placerville, CA 95672

Upon receipt of the invoice, the County shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the County within thirty (30) days after the County's receipt thereof.

In addition to any other amounts for which County is liable under this Agreement, County agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if County fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after County's receipt of an invoice from Sun Ridge. In addition, any invoiced amounts that are due and owing under this Agreement which County fails to pay to Sun Ridge within ninety (90) days after County's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 7. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the County to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 10 below will remain in effect until it is terminated pursuant to Section 10.

Section 8. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The County's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The County has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN

NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE COUNTY FOR THE PRODUCT.

Section 9. Final Acceptance. For forty-five (45) days from the beginning of Agency's Operational Use of the Software or fifty-five (55) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, Agency shall accept or reject the Software as follows:

a. If County determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If County decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by County to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to County by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 12 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If County fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then County's final acceptance of the Software shall be considered to have occurred and County and Sun Ridge shall proceed as described in Section 9.a above.

Section 10. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the County a nonexclusive and non-transferable license, effective upon the County's Final Acceptance of the Software pursuant to Section 9 above, to use the Software in connection with the County's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The County shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The County may use the Software on all computers in the County's agency and in any other agencies explicitly agreed to in writing by Sun Ridge;

ii. The County may make a copy of the Software for backup or modification purposes only in support of the County's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The County shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The County shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The County shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the County nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The County acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The County agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 13 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the County, and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the County to comply with the terms or conditions of this Agreement by giving written notice of such termination to the County. In the event the County has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the County shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The County may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The County acknowledges and agrees that any election by the County to terminate the License hereunder will not entitle the County to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the County shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 8 and 12 through 14, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the County elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains ~~all intellectual property rights and other rights to the Software, Documentation (as defined below),~~ and the source code for the Software.

Section 11. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the County and its officers, directors, shareholders, employees, and agents (the "County Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the County hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the County or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the County's use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the County expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the County, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with County upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term

of this agreement, without thirty (30) days written notice to the County prior to the effective date of such cancellation, or change in coverage.

Section 12. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 13. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 14. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to

be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the County cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the County (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the County, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the County at the address indicated in the initial paragraph of this Agreement or electronic mail Devillej@edso.org; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the County and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

i. County Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Bryan Golmitz, Undersheriff, or successor.

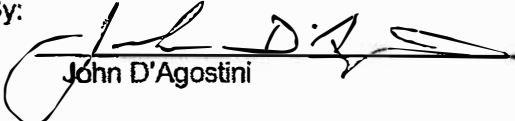
Requesting Contract Administrator Concurrence:

By: 

Bryan Golmitz Undersheriff

Dated: 12-16-20

Requesting Department Head Concurrence:

By: 

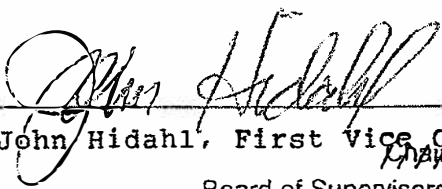
John D'Agostini
Sheriff

Dated: 12/16/20

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12/2/2020

By: 

John Hidahl, First Vice Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 12/2/2020

-- CONTRACTOR --
SUN RIDGE SYSTEMS, INC.

By: Anthony B. Richards
Anthony B. Richards
Its: President

Dated: 10/15/20

By: Patricia N. Richards
Patricia N. Richards
Its: Chief Financial Officer/Secretary

Dated: 12-15-20

Exhibit A Scope of Work

Section 1 – Software Licenses

The County has purchased licenses for the following RIMS software:

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile Computer Software
- RIMS In-Station Mapping Software
- RIMS Mobile Mapping Software
- RIMS Property Room Bar Coding Software
- RIMS Collaborate Data Sharing Software
- RIMS InCustody Jail Management Software
- Citizen RIMS Public Access Software
- iRIMS Law Mobile App Software
- RIMS Officer Training Management Software

The County has purchased licenses for the following RIMS interfaces.

- RIMS E911 Link
- RIMS State (CLETS) Link Software
- RIMS MorphoTrust Link Software
- RIMS Text Paging Link Software (aka RIMS Digital Paging Software)
- RIMS Karpel Link Software
- RIMS InCustody NCIC Link Software
- RIMS InCustody Keefe Link Software
- RIMS Lexis Nexus Accurint Link Software
- RIMS Watchguard BWC Link Software
- RIMS CoreEMR Link Software

The following features are included at no additional charge in the Software listed above:

- RIMS Reports and Searches
- RIMS Crime Analysis
- RIMS Tow Rotation
- RIMS Warrants
- RIMS Citations

The following items may be integrated at no additional charge, with the RIMS Software listed above. (Possible third-party costs have not been included):

- APBNet
- Cradlepoint (for connection of mobile devices)
- Google Maps
- RapidSOS
- Topaz Signature Pads (InCustody only)
- VINE

Section 2 - Project Schedule. Upon execution of the Agreement, Sun Ridge and the County shall define a mutually agreed on project schedule by task. Sun Ridge and the County will do its

best to meet task completion dates; however, the schedule may be modified by mutual agreement of the parties.

Section 3 – Hardware. The County has purchased one (1) Worth Data Bar Scanner with Base Station for the RIMS Property Room Bar Coding Software.

~~Section 4 – Project Kickoff. Two (2) Sun Ridge employees will travel onsite for a ½ day (approximate) kickoff meeting.~~

Section 5 - Installation. Sun Ridge shall install all software applications listed above along with product Documentation on the County-provided servers. All Software installation will be accomplished via unattended remote access to the servers by Sun Ridge. The County is free to distribute electronic and hardcopy versions of the Documentation as necessary.

Section 6 – Configuration. Sun Ridge shall provide the following instruction sessions to the County designated RIMS Administrators:

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the County RIMS via remote access. The County personnel will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of two (2) days for RIMS and one (1) day for InCustody onsite (with an option of phone and remote access depending on travel restrictions) instruction with the County's RIMS Administrators and other police staff as may be needed. These sessions continue the system setup that was started with the Initial Setup sessions. The RIMS Administrators will be instructed on how to configure RIMS to most closely meet the desired procedures of the County. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The RIMS Administrators will additionally be instructed/assisted in setting up the remaining tables and values needed for the modules the County has purchased. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The County's records management operational decisions
- The County's dispatch operational decisions
- The County's jail operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type

Section 7 - Integration. Sun Ridge shall provide RIMS sided interfaces for all third-party software applications listed above. The County must coordinate with third-party vendors (CA-DOJ, IT, phone company, NCIC, Keefe, etc.) to complete and test each interface.

Section 8 - Training. The following training is "end user training" and shall be conducted on-site at a County provided location. Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Sun Ridge will provide a training plan at least 30 days prior to the first training session.

"Sessions" are a repeat of the same class. Students are to attend only one (1) session.

| <u>Training Description</u> | <u>Number of Days</u> | <u>Number of Students</u> | <u>Max</u> |
|-----------------------------|-------------------------------------|---------------------------|------------|
| CAD Training | 6 days (3 sessions, 2 days/session) | 1 student per workstation | 10 |

| | | | |
|--------------------------|--|----------------------------|----|
| Patrol Deputy Training | 18 days (9 sessions, 2 days/session) | 2 students per workstation | 20 |
| Jail Deputy Training | 7.5 days (5 sessions, 1.5 days/session) | 2 students per workstation | 20 |
| Records Training | 2 days + Day 1 of Deputy (2 sessions, 1 day/session) | | |
| | | 1 student per workstation | 10 |
| Property Room | 1 day + Day 1 of Deputy | 1 student per workstation | 10 |
| TIMS Training | 1 day + Day 1 of Deputy | 1 student per workstation | 10 |
| Admin Follow-Up Training | 1 day | 1 student per workstation | 10 |

Section 9 - Go Live Support. Four (4) Sun Ridge staff will be on site for the first day of system cutover and three (3) staff will remain for the second day after system cutover. They are there to answer questions and to address any system problems.

Section 10 – Data Conversion. The services include converting data from the following systems:

- Tracnet Records Management
- Tracnet Jail Management
- TMS Training Management.

Data Conversion of the existing CAD and Property Room software is not included.

Converting any other data, including data from multiple databases or third-party products, is not included. You are responsible for extracting that data and providing it to us for conversion. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we attempt to convert the following items. In some instances, not all data may be available or suitable for conversion.

For Records Management:

- People: Including person name, DOB, contact info, description, ID#'s, deputy safety notifications, log entries for connections to cases, for citations and for field contacts
- Arrest: Arrestee, date, time, charges, counts, offense level, disposition, booked/cited out
- Vehicles: License, state, year, color, type, log entries for connections to case and for field contacts
- Cases: Location, date report and data occurred, classification/type, offenses, case disposition and date of disposition, persons, vehicles, narratives, and supplements
- Property in cases: category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged and deputy
- Premises: Common place name, address, contact person, contact phone number, alarm
- Streets: (if electronic street file is available), street name, intersections with block ranges

- Deputies: Name, ID
- Users: Name, ID

For Jail Management:

- People: (Same as records)
- Arrests: (Same as records)
- Booking date/agency
- Offenses
- Cell assignment
- Medications (if available)
- Release date
- Historical information, court information and questionnaires are not included.
- Correctional Deputy: Name, ID

TMS:

- Deputy Name, ID
- Course/Activity History

Conversion of CAD Data is not included.

Data conversion is an iterative process requiring the resources of your agency to be available to review converted data as soon as it is loaded and report any errors found to Sun Ridge. We recommend that you identify at least two people to be part of a data conversion review team. It will be this team's responsibility to promptly review the converted data once it is loaded into RIMS, identify any problems with the converted data, and report those problems to us in an organized manner.

Sun Ridge will then correct the reported errors, re-run the conversion, reload it onto your system and ask your staff to again review the data. The cycle is repeated as often as is necessary to ensure that the data conversion is as complete and correct as possible. To assist you with the review process, Sun Ridge will have trainers available via phone and remote access to guide

you. The Sun Ridge trainer is NOT responsible to completely review or identify errors in the converted data. They are responsible for facilitating the process with your staff.

Sun Ridge will provide two (2) days of onsite (one for RMS and one for JMS) for final data conversion review with designated County representatives in the days immediately before you go live on RIMS.

Section 11 - The County's Responsibilities. The County is responsible for the following:

- Installation of all remaining client workstations
- Coordinate and schedule resources of the County to include IT and Sheriff department staff
- Identify RIMS Administrators/Conversion Review team
- Provide system and other third-party software including SQL, ERSI Licenses, Windows Server 2016 or 2019 (64 bit)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Purchase a minimum of 1 bar code label printer (DYMO LabelWriter 450 Turbo Label Printer and Dymo Labels # 30256).
- Coordinate testing of the CLETS Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third party vendors (DOJ, County IT, phone company, NCIC, DA, Karpel, Keefe, AFIS vendor, TracNet, and any other necessary third-parties) and coordinate their schedules and costs they may charge the County to provide their portion of the interface to RIMS.
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide map source data
- Ensure accuracy of the map data
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Schedule the County staff into requisite classes
- Provide all hardware meeting at least the minimum requirements listed below. The County represents it has adequate dedicated space on an SQL database server ("Main") and a second server ("Communications") and that these servers meet or exceed the minimum requirements outlined below.
- RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V and others.

- **Minimum Specifications (If using existing PCs) Monitor Resolution: 1920 x 1080**

| PC Workstations | Database Server |
|-----------------|--------------------------------|
| Windows 10+ | Microsoft Windows Server 2016+ |
| 4 GB RAM | 16 GB RAM |
| Any size disk | 1 TB Disk |
| | Microsoft SQL Server 2016+ |

- **Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080**

| PC Workstations | Database Server |
|-----------------|--------------------------------|
| Windows 10+ | Microsoft Windows Server 2016+ |
| 8 GB RAM | 32 GB RAM |
| Any size disk | 2 TB Disk |
| | Microsoft SQL Server 2016+ |

- Servers have network connectivity and appropriate security containing virus protection software and firewalls. The County will provide unattended remote access to Sun Ridge using Sun Ridge's Bomgar remote access software to allow Sun Ridge to meet its responsibilities under this Agreement.

- **Mobile Computer Specifications - Recommended Specifications (If purchasing new PCs)
Monitor Resolution: 1920 x 1080**

| Mobile Computers |
|------------------|
| Windows 10+ |
| 8 GB RAM |
| Any size disk |

Additional Features for Mobile Computers: Wireless-Based Modem, Virus Protection Software, 2 or more USB ports, Internet Access (if using Google Maps).

Option features for Mobile Computers include: Touchscreen, Driver License Reader (USB), and Fingerprint reader by Digital Persona.

Exhibit B – Contract Amount

| Item | Price |
|---|----------------------|
| RIMS Computer-Aided-Dispatch-and-Records-Management-Software | \$330,000 |
| RIMS Mobile Computer Software | \$96,000 |
| RIMS E911 Link Software | \$12,000 |
| RIMS State Link Software (CLETS) | \$13,200 |
| RIMS In Station Mapping Software | \$36,000 |
| RIMS Mobile Mapping Software | \$13,800 |
| RIMS Property Room Bar Coding Software | \$21,000 |
| RIMS Collaborate Data Sharing Software | \$10,200 |
| RIMS InCustody Jail Management Software | \$150,000 |
| Citizen RIMS Public Access Software | \$8,400 |
| iRIMS Law Mobile App Software | \$24,000 |
| RIMS Officer Training Management Software | \$6,000 |
| RIMS MorhpoTrust Link Software | \$7,200 |
| RIMS Text Paging Link Software | \$4,700 |
| RIMS Accurint Link Software | \$12,000 |
| RIMS Karpel Link Software | \$5,400 |
| RIMS InCustody NCIC Link Software | \$5,000 |
| RIMS InCustody Keefe Link Software | \$15,000 |
| RIMS WatchGuard BWC Link Software | \$2,950 |
| RIMS CorEMR Link Software | \$7,100 |
| Worth Data Bar Coding Equipment | \$1,700 |
| Data Conversion Services | \$67,000 |
| Installation and Training | \$210,050 |
| First Year Support and Updates | \$116,992 |
| California Sales Tax | \$123 |
| CONTRACT AMOUNT | \$1,175,815 |
| **Change Order Amount (not to exceed \$150,000) | 150,000 |

Exhibit C – Support Services

Under this agreement Sun Ridge agrees to provide the following support services to the County:

1. **Coverage Hours.** Sun Ridge will provide a toll free phone number for the County to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Years Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays"). However, for instances with the County's system is completely inoperable due to a Sun Ridge Software problem ("critical problems") preventing basic system operation service will be available 24 hours, 7 days a week, common holidays included.

2. **Sun Ridge's Response to reported problems.** Sun Ridge agrees to provide service and assistance as expeditiously as possible as follows:
- a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, Sun Ridge will work to resolve the problem based on the severity of the problem *and* the urgency reported by the County.
 - For critical problems, Sun Ridge personnel will work with the County until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of the County ("non-critical problems"), Sun Ridge will endeavor to provide a solution or work around within 72 hours of the problem being reported to Sun Ridge by the County.
 - For problems that are not critical problems and are not non-critical problems ("minor problems") Sun Ridge may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **County equipment and software responsibilities.** The County agrees to allow Sun Ridge to remotely connect to the County's system when a problem is reported. Sun Ridge uses Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.
- Sun Ridge will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.
4. **Provision of software updates.** Sun Ridge will provide at no additional cost all new enhanced and updated versions of software licensed to the County. This Software will be provided with detailed installation instructions for installation by the County. If

desired, the County may retain Sun Ridge to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the Sun Ridge ftp web site. Sun Ridge will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.

~~5. Term. The term of this Support Services agreement shall be one (1) year from the system cutover date and shall be automatically annually renewed for another year upon annual payment of invoice.~~

8. **Limitations.** Sun Ridge agrees to provide support only for public safety application Software provided by Sun Ridge. Other software used by the County (word processing, spreadsheet, etc.) is not included in this agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although Sun Ridge may assist the County in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

The County may request that Sun Ridge provide support services outside the limitations of this Support Services agreement. If Sun Ridge agrees to provide any requested additional support services, which Sun Ridge may do or decline to do in its sole discretion, such support services will be provided at Sun Ridge's then-current rate and on such other terms and conditions as Sun Ridge may require.

This agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that Sun Ridge will assist the County in determining whether a problem is RIMS application software in nature.