



# RESOLUTION No. 26-108

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING A SOFTWARE AND SERVICE AGREEMENT BETWEEN SUN RIDGE SYSTEMS, INC., AND COUNTY OF NEVADA, FOR A RECORDS MANAGEMENT SYSTEM, JAIL MANAGEMENT SYSTEM, AND COMPUTER AIDED DISPATCH SOFTWARE; FOR SUPPORT OF A FIVE-YEAR TERM IN THE AMOUNT OF \$1,972,957, AUTHORIZING THE EXECUTION OF THE AGREEMENT, AND AMENDING FISCAL YEAR 2025/26 BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Records Management System (RMS), Jail Management System (JMS), and Computer Aided Dispatch (CAD) software are essential to the delivery of all services provided by the Sheriff's Office; and

WHEREAS, the Nevada County Sheriff's Office current RMS, JMS, and CAD have reached end of life with aspects of the software no longer being supported; and

WHEREAS, the Nevada County Sheriff's Office has been searching for a new RMS, JMS, and CAD system to replace the current software systems; and

WHEREAS, the Sun Ridge software package has a strong representation among law enforcement organizations in California and demonstrated success in providing the functionality needed to operate the RMS, JMS, and CAD systems. Sun Ridge software is continuously maintained and enhanced at no additional cost to the County; and

WHEREAS, Sun Ridge Systems was selected by the Sheriff's Office as the software which best fits the needs for Nevada County now and with the capability for future growth. Further, the JMS software is CalAIM Justice-Involved (JI) compliant, outfitted with its own module for tracking purposes; and

WHEREAS, the JMS software is fully equipped for CalAIM JI tracking of services provided, which is a California State requirement. Thus, the Sheriff's Office has received approval from the State to offset a portion of the cost through CalAIM PATH 3 grant funding; and

WHEREAS, the total cost of the software upgrade is \$1,972,957, and includes five years of support service. Fiscal Year 2025/26 cost is \$1,397,567, which includes project implementation and the first year of support; and

WHEREAS, the Nevada County Sheriff's Office collaborated with the Purchasing Department to source a competitively awarded agreement issued by Yuba County's Administrative Services Department, RFP 901639 with Sun Ridge Systems, Inc.; and

WHEREAS, the Nevada County Purchasing Policy Section 4.5(B) allows for purchases made from other public agencies' competitive solicitations, or by use of joint powers agreements, cooperative purchasing programs, pooling agreements, and other recognized types of agreements used by government agencies to combine agency requirements for purchases in order to obtain volume discounts; and

WHEREAS, Purchasing Policy Section 7.3(D) allows for change orders, alterations, or addenda to a Board of Supervisors' approved contract that changes or amends the contract in an amount that is not more than ten percent (10%) of the Board-approved amount, not to exceed \$50,000; and

WHEREAS, Purchasing Policy section 7.1(B) requires all contracts with a total annual cost of more than \$50,000, must be approved by the Board of Supervisors.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors, of the County of Nevada, State of California:

1. Approves the agreement between Sun Ridge Systems, Inc., and the Nevada County Sheriff's Office for a software and services agreement in the amount of \$1,972,957, for a five-year term.
2. Authorizes the Nevada County Sheriff to execute the agreement on behalf of the County of Nevada.
3. Authorizes the Purchasing Agent to allow for change orders, alterations, or addenda to a Board of Supervisors' approved contract that changes or amends the contract in an amount that is not more than ten percent (10%) of the Board-approved amount, not to exceed \$50,000.
4. Directs the Auditor-Controller to release \$697,567 from the Information Systems Infrastructure Fund assignment and amend the Sheriff's Office Fiscal Year 2025/26 budget (4/5 affirmative vote required) as follows:

Increase:

FD1720 / CC20301 / RC45090	\$300,000
FD1000 / CC20301 / RC74000	\$400,000
FD1720 / CC20301 / SC70800	\$400,000
FD1000 / CC20301 / SC21520	\$700,000
FD1000 / CC20205 / SC21520	\$697,567

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 7th day of April 2026, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, and Susan Hoek.

Noes: None.

Absent: Hardy Bullock.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

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

 \_\_\_\_\_  
Lisa Swarthout, Chair

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

This Software and Services Agreement (“Agreement”) is executed in duplicate as of \_\_\_\_\_, 2026, between Sun Ridge Systems, Inc., a California corporation (“Sun Ridge”), and Nevada County, a political subdivision of the State of California (“the County”) located at 950 Maidu Avenue, Nevada City, California, 95959.

**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”). During the term of this Agreement and for the delivery to the County of the Software and Services described in Exhibit A and Support Services described in Exhibit C, Sun Ridge agrees to comply with Exhibit D, Information Technology Security, attached hereto and incorporated herein.

**Section 2. County Project Manager.** Sun Ridge shall work under the general direction of Captain Sean Scales 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. Invoices.** Invoices shall be sent to:

Nevada County Sheriff's Office  
950 Maidu Ave Nevada City, CA 95959  
  
SheriffFinance@nevadacountyca.gov

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 the County is liable under this Agreement, the County agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if the County fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after the County's receipt of an invoice from Sun Ridge. Any invoiced amounts that are due and owing under this Agreement which the County fails to pay to Sun Ridge within ninety (90) days after the 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 6. 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 9 below will remain in effect until it is terminated pursuant to Section 11.

**Section 7. 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, INDIRECT, 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 8. Final Acceptance.** For thirty (30) days from the beginning of the County's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), the County shall test the system for defects and anomalies. "Operational Use" is defined as the County's use of the Sun Ridge Software in the course of the County's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by the County under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, the County shall accept or reject the Software as follows:

a. If the 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 the 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 the 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 the County by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If the 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 the County's final acceptance of the Software shall be considered to have occurred and the County and Sun Ridge shall proceed as described in section 8.a above.

**Section 9. 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 8 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 only for the agency that is the subject of this Agreement. The County shall not permit any other agency to use the Software unless it has first obtained explicit written agreement from the Sun Ridge to do so;

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 12 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 7 and 11 through 13, 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 10. 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 operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with the 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 11. Termination Rights.** Termination can occur in either of two ways: (1) 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. (2) A Rejection Notice (per Section 8) is given. In either case, 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 12. 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 13. 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 (3<sup>rd</sup>) 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 to electronic mail address SheriffFinance@nevadacountyca.gov; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, or electronic mail address Carolj@SunRidgeSystems.com. Notices may be given by electronic mail transmission to such address as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such address 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.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

NEVADA COUNTY

By:

By:

\_\_\_\_\_  
Carol Gomes Jackson

Its: President

\_\_\_\_\_  
Its:

## **Exhibit A Scope of Work**

### **Section 1 – Software Licenses**

The County has purchased the following software licenses:

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

The County has purchased the following RIMS interface software:

- RIMS E911 Link
- RIMS State Link Software
- RIMS Text Paging Link Software
- RIMS AFIS to Idemia Link Software
- RIMS Body Worn Camera Link to Karpel Software
- RIMS InCustody to CorEMR Inmate Medical Records Link Software
- RIMS to Flock Vehicle Alert Integration Link Software
- RIMS InCustody to Aramark Commissary Link Software
- RIMS InCustody to Telemate GTL Link Software (for Phones and Video)
- RIMS to Peregrine Share Table API Software
- RIMS InCustody to Bi-Directional Guardian RFID Link Software

### **Section 2 - Project Schedule**

Upon execution of the Agreement, Sun Ridge and the County shall define a mutually agreed on project schedule.

### **Section 3 – Hardware/Equipment**

Sun Ridge is providing four (4) Worth Data Bar Code Scanner units.

### **Section 4 – Third-Party Software**

Sun Ridge is providing no Third-Party software.

### **Section 5 - Installation**

Sun Ridge will install all Sun Ridge provided Software on County provided servers and will provide instruction to the County staff on how to install the client workstation Software and Mobile/App Software. The County's servers and workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications set forth in Section 13. Access to the County supplied servers shall be via **unattended remote access** using a

product called Bomgar by Beyond Trust, provided by Sun Ridge. As part of installation, Sun Ridge shall set up a basic system backup process to local disks.

## **Section 6 – Configuration**

Sun Ridge will provide the following sessions to the County’s designated RIMS Administrators:

**RIMS Configuration and Setup**: Consists of up to 16 hours for CAD/RMS instruction and an additional 16 hours for InCustody, to be conducted via phone and/or remote access. The County’s “RIMS Administrators” will be instructed on how to configure RIMS to most closely meet the desired operational 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. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The County’s dispatch operational decisions
- The County’s records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- The County’s jail management operations decisions
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled

## **Section 7 - Map Engineering Services**

Sun Ridge will provide map engineering services assuming an ESRI-based map source. This process involves the County supplying an ERSI street centerline file (and layers) to Sun Ridge so that Sun Ridge can build maps for use by the RIMS mapping software products.

## **Section 8 – Street File (aka “Geofile”) Load**

The County and Sun Ridge will work together to determine the best street file source. One “load” of this source file into RIMS is included in the scope. If the County determines that additional iterations of the street file are to be loaded (due to updates or corrections) or determines an alternative source for the street file is preferred, Sun Ridge may charge additional fees for the additional loading.

## **Section 9 - Integration**

Sun Ridge will provide RIMS sided interfaces for all third-party software applications listed in Section 1 above. The County must coordinate with third-party vendors to complete and test their portion of the interface.

## **Section 10 – Training**

Sun Ridge is providing “end user” training all of which will be conducted on-site at a County provided location(s). 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, generally following the parameters and total number of classes set forth in the following chart but with the specifics mutually agreed upon by the Parties.

Sun Ridge will provide course materials/handouts in electronic format in advance of the training. A “session” is a repeat of the same class/material.

### End User Training

Subject	Sessions Offered	Days Per Session	Total Days	Class Size
CAD/Dispatcher	2	2	4	No more than 1 student per workstation/10 students per session max
Deputy/Mobile Training	6	2	12	No more than 2 students per workstation/20 students per session max
InCustody Training	2	2	4	No more than 2 students per workstation/20 students per session max
InCustody Records Training	3	1.5	4.5	No more than 2 students per workstation/20 students per session max
Records	2	1	2	1 student per workstation (also must attend Day 1 of Deputy Training)
Property Room Training	1	1	1	1 student per workstation (also must attend Day 1 of Deputy Training)
IT Go Live Prep	2	1	2	TBD
RIMS Admin Review	1	1	1	TBD
InCustody Admin Review	1	1	1	TBD
Post Go Live Review	1	1	1	TBD – (Remote)
Post Go Live Refresher Training	1	2	2	TBD – (On-Site/Single Trip)
Officer Training Management (TIMS)	1	1	1	1 student per workstation (also must attend Day 1 of Deputy Training)

### Section 11 - Go Live Support

Three (3) Sun Ridge staff will be on site on the day of and the day after go live. One (1) staff will be onsite for four (4) days. Staff will be on site to answer questions and to address any system problems.

## **Section 12 – Data Conversion**

Data conversion does NOT include data extraction from the current EIS system. Separate databases or systems other than the current RMS and JMS which reside at the County are not included in the conversion. The County will provide the data to be converted to Sun Ridge (either via a database backup or via a linked server) which shall consist of RMS and JMS data. Once Sun Ridge receives the extracted data, Sun Ridge will evaluate it to determine which items may be converted into RIMS. (Note that Persons, Vehicles and Property in Cases data from the participating Police Departments will be merged as part of the RIMS multi-agency configuration. As part of Sun Ridge's standard data conversion, Sun Ridge **attempts** to convert the following items. In some instances, all data may not be available or suitable for conversion.

### **RMS Data**

People:

- Person Name (including combining duplicates based on 6-way match)
- DOB
- Contact Information
- Description
- Identification Numbers
- Officer Safety Notifications
- Log Entries for Connections to Cases
- Log Entries for Citations
- Log Entries for Field Contacts
- Person Photos (if stored in the RMS and NOT a separate database or system)

Arrests:

- Arrestee
- Date/Time
- Charges
- Counts
- Offense Level
- Disposition
- Booked/Cited Out.
- Arresting Officer ID

Vehicles:

- License (including combining duplicates based on 2-way match)
- State
- Make
- Model

- Year
- Color
- Type
- Log Entries for Connections to Case
- Log Entries for Field Contacts
- Log Entries for Citations

Cases:

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions
- Date of Dispositions
- Officer ID
- Persons
- Vehicles
- Narratives
- Supplements
- Attachments to cases to include the following file types: .doc (no imbedded photos), .pdf., .jpeg.

Accident Reports (if stored in Tiburon):

- Location
- Date Reported
- Date Occurred
- Classification/Type
- Offenses
- Case Dispositions
- Date of Dispositions
- Persons
- Vehicles
- Narrative
- Supplements
- CHP 555 Form and Diagrams as .pdf files as part of attachments process.

Warrants (SO Only):

- Person Name
- Warrant #
- Warrant Date
- Type
- Felony/Misdemeanor
- Reason

- Court
- Judge
- Case #
- Cite
- Docket
- Ref #
- Agency
- Charges
- Comment
- Bail Amount
- Served Date
- Returned Date
- Returned Reason
- Recalled Date
- Recalled Reason

Property in Cases:

- Category
- Article
- Status
- Description
- Brand
- Model
- Item #
- Property Code
- Locations
- Value-stolen
- Recovered
- Damage
- Officer

Premises:

- Common Place Name
- Address
- Contact Person
- Contact Phone Number
- Alarm

Streets (if electronic street file is available):

- Street Name
- Intersections (with block ranges)

Deputy/Officer:

- Name
- ID

Users:

- Name
- ID

### **CAD Data**

Incidents:

- Incident Number
- Call Times
- Priority
- Incident Location
- Grid
- Caller Name/Telephone Number
- Complaint Type
- Caller Location
- How Received
- Comments
- Call Category
- Internal Response Area
- OCA Case Number
- Call Reference
- Fire Grade
- Subject Data
- Vehicle Data
- Tract
- ESN
- Alternate Phone Number
- Call Taker
- Position

Officers:

- Name
- ID

Premises: (same as RMS)

Premise History:

- Summary of Incidents by Incident Location

Streets: (same as RMS)

### **Jail Management Data**

Booked Persons:

*Sun Ridge Systems, Inc. – Nevada County v3*

- \*Names (First, Middle, Last)
- Dates of Birth
- Address (Street, City, State, Zip Code)
- Phone Numbers
- Physical Descriptors
- Sex
- Gender
- Height
- Weight
- Race
- Hair Color
- Eye Color
- Ethnicity
- Complexion
- Build
- Hairstyle
- Facial Hair
- Speech
- Shoe Size
- Booking Arrest ID, Alternative Arrest ID, School ID, and/or other Identification #'s
- Country of Citizenship
- Country of Residence
- \*Citizenship status and alien information
- Officer Safety Notifications
- Language spoken
- Employment Information
- Occupation
- Employer Name
- Employer Address
- Employer Phone #
- Scars, Marks, and Tattoos including photographs (if available)
- Booking Mug Shots (when stored in JMS)

Booking Information:

- \*Booking Date and Time
- \*Arrest/Pickup Date and Time
- Booking Classification Level
- Booking Type
- \*Booking Agency
- Booking Officers
- Receiving Officers
- Transporting Officers
- Searching Officers
- Booking Comments

Offense Charges/Court Information:

- \*Arrest Date and Time
- \*Offenses
- Offense codes and descriptions
- Counts
- Offense (Charge) Level
- \*Arresting Agency and Case #s
- \*Warrant #s and Warrant Agency
- \*Court Information
- Assigned Courts
- Court Status
- Arraignment Date and Time
- Docket #
- Bail Information
- Bail Type
- Amount
- \*Offense Disposition (Sentence and Fines)
- Court Log

Inmate Property Information:

- Booked Property
- Inmate Person Property
- Issued Property

Jail Incidents/Officer Reports:

- Location
- \*Date Report and Data Occurred
- \*Incident Type
- Incident Jail Violation Offenses
- \*Incident Disposition (Status)
- Incident Disciplinary and Hearing Information
- Persons
- Narratives and Supplements

Property:

- Category
- Article
- Status
- Description
- Brand, Model
- Item #
- Property Code
- Damaged Property Values

- Officer
- Incident Photos
- Incident Attachments
- \*Incident Approval Information
- Approving Officer
- Incident Status
- Approval Date

Booking Medical Information:

- Medical Questionnaires
- Medical Charts/Notes
- Medical Vital Information
- Medical Tuberculosis Testing
- Medical Diabetic Information
- Medical Appointments
- Medical Attachments
- Medical Allergies
- Medical Diets

Cell Assignments:

- Cell Assignment History
- Current Cell Assignment

Appointments and Visitations:

- General Appointments
- Scheduled Visitations

Jail Activity Log:

- Date and Time of Entry
- Entered by
- Officer or User ID
- Entry Comment
- Associated Inmate, if applicable.

Release Information:

- \*Release Date and Time
- \*Release Reason
- \*Releasing Officer
- Length of Stay
- Release Comments

Other:

- Keep Aways

- Classification Questionnaires
- Other Questionnaires (Not to exceed four)
- Special Alerts
- Shift Bulletin Information
- If not converted as part of RMS:
  - Officers: Name, ID
  - Users: Name, ID

\* - Required as part of the minimum entry for InCustody.

**Historical information, court information and questionnaires are not included.**

**Third-party Property Room data conversion is not included.**

**Attachments stored in separate databases are 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. Sun Ridge recommends that the County identify at least two people from each agency 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 Sun Ridge in an organized manner.

Sun Ridge will then correct the reported errors, re-run the conversion, reload it onto the systems and ask agency 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 with the review process, Sun Ridge will have trainers available via phone and remote access for guidance. In the days prior to go live, Sun Ridge will have staff onsite to provide up to one (1) day of RIMS final data conversion review and up to one (1) day of InCustody final data conversion review with County staff. The Sun Ridge trainer is NOT responsible for completely reviewing or identifying errors in the converted data. They are responsible for facilitating the process with agency staff.

### **Section 13 - The County's Responsibilities**

The County's is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices
- Coordinate and schedule resources of the County to include IT staff
- Identify RIMS Administrators
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Coordinate testing of the State Message Switch
- Contact third party vendors, and any other required third-parties, and coordinate their schedules and costs they may charge the County to provide, install and test their portion of the interface to RIMS.

- Provide Geofile (aka “street file”) source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Sun Ridge
- Schedule the County’s staff into requisite classes
- Assume any costs for staff overtime or other expenses incurred to support training schedule
- The County will allow **unattended remote access** (during implementation) to Sun Ridge allowing the use of Bomgar by BeyondTrust remote access software so that Sun Ridge may meet its responsibilities under this Agreement
- The County will provide the following hardware meeting the following minimum specifications:
  - **Database Software:** Microsoft SQL Server software (Standard Edition) required to run the RIMS database.
  - **Servers:** RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V, and others. You will need one database server and one application server. The application server does not require as much disk or RAM as the database server.
  - **Monitor Resolution: 1920 x 1080**

- **Minimum Specifications (If using existing PCs and servers)**

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2016+
2+ Ghz Processor / i5+	Microsoft SQL Server 2016+
8 GB+ RAM	Intel 2 GHz+ Processor
Any Size Disk Space	16 GB+ RAM
	3x Current System Database Size for Conversion

- **Minimum Specifications (If purchasing new PCs and servers)**

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2022+
i7/i9 Processor	Microsoft SQL Server 2022+
16 GB+ RAM	i7, Xeon, or AMD Equivalent Processor
Any Size Disk Space	32 GB+ RAM
	3x Current System Database Size for Conversion

- Mobile Computer Specifications:** RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications:
  - Recommended Specifications (If purchasing new Laptops/Tablets)**

Laptops / Tablets
Microsoft Windows 10+
i7/i9 Processor
16 GB+ RAM
Any Size Disk Space

**Optional features for Mobile RIMS:** include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver's License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the County).

**Phone and Tablet Devices:** The County must provide connectivity from the Phone or Tablet via the internet back to the County to reach the Application Server. The County must also provide a secure method to reach the Application Server, which can be done in various ways. Most agencies choose to use an agency-provided Virtual Private Network (VPN) or Net-Motion-type product that these devices support. Supported Devices Include:

Android Devices	iOS Devices
Android v13+	iOS v16+

- FBI CJIS Requirements:** All workstations must comply with FBI CJIS policies, including Multi-Factor Authentication (MFA). MFA can be provided within the Sun Ridge Systems, Inc. – Nevada County v3

Ridge Systems products, or the County can use its own solution. Sun Ridge only offers these two MFA possession solutions: Time-Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the County). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge does not provide nor sell. The County is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.

### Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch	\$132,965
RIMS Records Management (RMS) Software	\$173,250
RIMS Mobile Computer and Mobile Mapping Software	\$103,000
RIMS iRIMS iOS/Android App Software	\$29,000
RIMS In Station Mapping Software	\$34,170
RIMS Property Room Bar Coding Software	\$35,000
RIMS Citizen RIMS Public Access Software	\$13,000
RIMS InCustody Jail Management Software	\$252,000
RIMS E911 Link Software	\$12,060
RIMS State Link Software (CLETS)	\$14,740
RIMS Text Paging Link Software	\$5,360
RIMS Collaborate Data Sharing Software	\$14,000
RIMS Officer Training Management (TIMS) Software	\$9,000
RIMS AFIS to Idemia Link Software	\$13,000
RIMS Body Camera Link to AXON Software	\$3,000
RIMS IC to CorEMR Inmate Medical Records System	\$12,000
RIMS to Flock Vehicle Alert Integration Link Software	\$4,000
RIMS IC to Aramark Commissary Link Software	\$8,000
RIMS IC to Telemate GTL Link for Phones and Video Software	\$12,000
RIMS to Peregrine Link Software	\$2,000
RIMS IC to Bi-directional Guardian RFID Link Software	\$15,000
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment (Qty 4)	\$6,800
Data Conversion Services	\$95,000
Installation & Training	\$261,623
RIMS Annual Support and Updates - First Year	\$134,481
RIMS Annual Support and Updates - Second Year	\$134,481
RIMS Annual Support and Updates - Third Year	\$139,860
RIMS Annual Support and Updates - Fourth Year	\$146,853
RIMS Annual Support and Updates - Fifth Year	\$154,196
California Sales Tax	\$618
<b>CONTRACT AMOUNT</b>	<b>\$1,972,957</b>

## Exhibit C – Support Services Agreement

This is a description of the software support, maintenance, and update/upgrade services to be provided by Sun Ridge Systems, Inc. (“SRS”) to the Nevada County Sheriff’s Office (“Licensee”) as part of a Software Support Services Agreement (“Agreement”). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on the date of system cutover of the first RIMS product in production use.

Under this agreement SRS agrees to provide the following services to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number and dedicated email address for support purposes during normal service hours. Normal service hours are defined as Monday-Friday, 8AM-5PM PST, except for New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (“common holidays”).

However, for instances where the Licensee’s system is completely inoperable due to an SRS software problem (“critical problems”) preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included. Examples of critical problems include:

- RIMS is down/not responding on multiple workstations
- Cannot create a call for service (CAD Incident)
- Cannot issue a case number
- Unable to access NCIC
- Other issues that will not allow the user to complete critical tasks

Licensee will have taken reasonable measures prior to contacting SRS support during non-service hours including:

- Verified that the issue is not related to just 1 workstation
- Restarted the workstation in question
- Contacted in-house IT support if the issue is related to network or server errors
- Verified the issue is critical enough that it cannot wait until normal support hours

2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:

- a. Most problems will be resolved with the initial phone call or email.

- b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
    - For critical problems, SRS personnel will work with Licensee until the situation is resolved.
    - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee SRS will endeavor to provide a solution or workaround within 72 hours of the problem being reported to SRS by the Licensee.
    - For other problems SRS 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. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware device.

If Licensee does not allow unattended access, the SRS response to a service request may be delayed until a responsible party of the Licensee allows access. Once remote access is obtained, SRS will examine data files, investigate reported problems, and provide updates and corrections as necessary.
4. **Provision of software updates.** SRS will provide all new enhanced and updated versions of software licensed to Licensee at no additional cost. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS 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 the support period shall be five (5) years from the date of system cutover. Payment for the support year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as shall be cause for terminating or suspending support services at the discretion of SRS.
6. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
7. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (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 SRS may assist Licensee in isolating problems to this software. (SRS reserves the right to charge for diagnostic services in the event it is determined that the reported issue is not

attributable to RIMS.) Also specifically excluded is responsibility for administration, support, or maintenance of Licensee' server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, such support services will be provided at SRS's then current rate and under terms and conditions that SRS 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 SRS will assist Licensee in determining whether a problem is attributable to RIMS.

## EXHIBIT D

### INFORMATION TECHNOLOGY SECURITY

#### 1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Sun Ridge business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Sun Rige must notify County **in writing as soon as possible and no later than 48 hours after Sun Ridge determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Sun Ridge’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

#### 2. Data Location

- 2.1. Sun Ridge shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. Sun Ridge will permit its personnel and contractors to access County of Nevada data remotely only as required to provide the Software and Services described in this Agreement and for technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.
- 2.2. Sun Ridge must notify the County **in writing within 48 hours** of any location changes to Sun Ridge’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

#### 3. Data Encryption

- 3.1. Sun Ridge shall encrypt all non-public County data in transit as required by CJIS/FBI regardless of the transit mechanism.
- 3.2. Encryption algorithms shall be AES-128 or better.

#### 4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures.

Sun Ridge shall maintain a Cybersecurity Awareness and Training program for its staff who may have access to CJIS data at a minimum of once a year. Sun Ridge will maintain records of the program for review by the County when requested.

If Sun Ridge is assigned a County Network account, Sun Ridge agrees that staff who utilize this account will complete User Awareness training. The training must be completed within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

#### **5. Disentanglement.**

If directed by County, Sun Ridge shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. "Disentanglement" shall consist of Sun Ridge's cooperation with County to accomplish a complete transition of the services being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Sun Ridge shall fully cooperate with County and any new service provider and otherwise promptly take all commercially reasonable steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider, provided however, Sun Ridge shall not be obligated to disclose its Intellectual Property to any third party. Sun Ridge shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, and interface specifications. Sun Ridge shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Sun Ridge work done as part of the Disentanglement shall be performed by Sun Ridge and will be reimbursed by the County on a time and materials basis at Sun Ridge's then current hourly rate for technical services applicable to this Contract. Sun Ridge's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the effective contract term.