

AGREEMENT FOR LICENSED SOFTWARE, SERVICES, AND MAINTENANCE

County of Nevada, California

This AGREEMENT is made by and between the **County of Nevada**, a political subdivision of the State of California (herein "County"), and Executive Information Services (EIS), Inc. (herein "Contractor"), wherein Contractor agrees to provide the software and services commonly known as **PS.NET**. As described in the Schedules comprising this Agreement, Contractor will successfully implement **Proposed System Software** consisting of all system modules and capabilities necessary to meet the County's requirements as defined in the System Feature List presented in Appendix B-1.

This AGREEMENT, including the following Schedules, constitutes the entire understanding and agreement between the Parties. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

- Schedule A: General Terms and Conditions** **Schedule B: Software License Agreement**
Appendix B-1: System Features List
- Schedule C: Software Maintenance Agreement**
- Schedule D: Scope of Professional Services**
Appendix D-1: Hardware Specifications
Appendix D-2: Preliminary Project Schedule
- Schedule E: Schedule of Charges and Payments**
- Schedule F: Project Proposal and Vendor Documents**

CONTRACTOR: *EIS, inc.*

ADAM MISSLER

Name: *JP SALES*
Title:

Dated: *2/27/2018*

Adam Missler

COUNTY OF NEVADA:

Honorable Ed Scofield
Chair, Board of Supervisors

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

COPY

SCHEDULE A: GENERAL TERMS AND CONDITIONS

1.0 Definitions

- 1.1 *Acceptance:* The Software shall be considered accepted for all purposes upon the earlier of: (a) notification by County that the Software is in compliance with all requirements specified in this Agreement; (b) expiration of the Test Period if County fails to notify Contractor of any material nonconformity during that period; or (c) use of the Software by County in a production environment for at least thirty (30) days.
- 1.2 *Acceptance Certificate:* A certificate provided by the Contractor that is signed by the County confirming the Acceptance of each phase as defined within the Project Management Plan.
- 1.3 *Acceptance Plan:* That document, delivered as a component of the Implementation Plan document, that defines and describes the acceptance tests and conditions which define Acceptance.
- 1.4 *Agreement:* This Agreement, all schedules, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.5 *Authorized Representative:* The person or persons authorized by County to work with Contractor to implement changes to the Software, submit Software issues to Contractor to resolve, and authorize the Contractor to make changes to the list of Users who can use the Software.
- 1.6 *Compliance Update:* A change made to the Software to reflect a mandated change in the applicable law.
- 1.7 *Computer System:* The computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Licensed Software.
- 1.8 *Confidential Information:* Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person ("Discloser") to another Person ("Recipient") pursuant to this Agreement or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.9 *Copyrights:* Copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.
- 1.10 *Customization:* Any improvement, derivation, extension or other change to the Software made by Contractor at the request of the County, including any that result from the joint

efforts or collaboration of Contractor and County. Contractor may, from time to time, incorporate Customizations into the Software as "Enhancements."

- 1.11 *Data*: All data entered or used by County in order to use the Software, including but not limited to user account data and the data for which the Software is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.12 *Data Conversion Plan*: The formal plan to be prepared by Contractor with County support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon as integral to the conversion of existing systems data to the configured databases by the County's Project Manager and the Contractor's Project Manager.
- 1.13 *Database Software*: Relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store County data on a disk sub-system as part of the operation of the Software.
- 1.14 *Defective Work*: Work that (i) is unsatisfactory, faulty, or deficient, (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Agreement.
- 1.15 *Deliverables*: Those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from Contractor ("Contractor Deliverables") or Deliverables required from County ("County Deliverables").
- 1.16 *Derivatives*: Any and all adaptations, enhancements, improvements, modifications, revisions, or translations, whether to Intellectual Property or otherwise.
- 1.17 *Documentation*: Standard technical publications relating to use of the Licensed Software or Programs, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.18 *End User*: Any employee(s), affiliate(s), agent(s), or representative(s) of the County, or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.
- 1.19 *Enhancement*: A change or additions, other than maintenance modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Product.
- 1.20 *Error*: Either (a) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet Specifications therefor; or, (b) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Specifications therefor.
- 1.21 *Error Correction (may also be referred to as "Patch")*: Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error. or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the County. Temporary repair may be made permanent and released in Subsequent Releases of the Software.
- 1.22 *Explanatory Documentation*: Documents that describe the escrow contents and explain how to compile and load the software program in the event that the escrow materials are released to the County.

- 1.23 *Final Acceptance Certificate:* County's final written acceptance of the Programs and services to be provided under this Agreement.
- 1.24 *Hardware:* The Computer System components and equipment, other than the Licensed Software and Third-Party Software.
- 1.25 *Local Hardware:* The computer processing device(s) on which the Software is installed, each device of which is auditable by and reported to Contractor. Local Hardware may include physical and/or virtual servers.
- 1.26 *Implementation Plan:* That deliverable, provided by Contractor, that includes the specific tasks and deliverables required for the implementation of the identified work, and the specific dates for completion thereof. The Implementation Plan shall also include the Test Plan and Acceptance Plan for the identified work.
- 1.27 *Installation:* Means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Local Hardware to make it operational.
- 1.28 *Intellectual Property:* Trade Secrets, Copyrights, Derivatives, Documentation, Patents, Software, Technical Information, Technology, and any and all proprietary rights relating to any of the foregoing.
- 1.29 *Licensed Software:* The proprietary computer software program(s) identified in the Software License and all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by County from Contractor, whether in machine-readable or printed form.
- 1.30 *Maintenance Release:* A Subsequent Release of the Licensed Software that includes Error Corrections and/or Updates.
- 1.31 *New Product* – any change or addition to Software and/or related Documentation that: (1) has a value or utility separate from the use of the Software and Documentation; (2) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (3) is not made available to Contractor's licensees generally without separate charge.
- 1.32 *Notice of Completion:* A written notice from Contractor stating that delivery, installation and implementation of all Licensed Software, and/or Third-Party Software at County's site has been completed and that the Software is available for acceptance testing.
- 1.33 *Object Code:* Machine readable compiled form of Licensed Software provided by Contractor.
- 1.34 *Party:* Either Contractor or County, and "Parties" means both of the same.
- 1.35 *Patents:* All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.36 *Professional Services:* Any Installation, Customization, Training, Consulting, Support Service(s), and other similar service(s) performed by Contractor under the terms of this Agreement.
- 1.37 *Project Management:* The process of planning, scheduling, and controlling certain activities in order to meet project objectives.
- 1.38 *Project Management Plan:* A comprehensive plan for execution of the Project to implement the Software, which includes subsidiary plans that include the Project Schedule, List of Deliverables, Data Conversion Plan, Issue Management Plan, Interface Specifications, Training Plan, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Document Control Plan, Acceptance Plan, and Quality Management Plan.

- 1.39 *Programs*: The Software, as written by the Contractor and approved Third Party Vendors, integrated by Contractor and delivered to the County, in the form of executable code providing fully compatible communication with the Contractor's licensed software engine, to operate on the Hardware for purposes of accomplishing the functional capabilities as set forth in this Agreement.
- 1.40 *Release*: Means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.41 *Seat*: A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.
- 1.42 *Site*: A single physical location and single database for which the Software is licensed. The number of Sites for which County is licensed to use the Software shall be specified in the applicable Schedule.
- 1.43 *Software*: The software program(s) identified on Schedule E, including Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.
- 1.44 *Software Acceptance Date*: The date of final acceptance of the System by County as described in Schedule D of this Agreement.
- 1.45 *Specifications*: The functional, operational, and performance characteristics of the Licensed Software as described in Contractor's current published product descriptions and technical manuals.
- 1.46 *Subsequent Release*: A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.47 *Support Services*: Those services provided by Contractor as described in Schedule C: Software Maintenance Agreement.
- 1.48 *System*: The Licensed Software and associated interfaces furnished by Contractor for the Client and the Equipment on which such software operates, the combination of which shall satisfy the requirements set forth in the Specifications.
- 1.49 *System Cutover*: The point at which the County approves Contractor's initiation of the System, or a phase of the project, to a production status and the County may terminate use of the current software system it uses to perform the same business functions.
- 1.50 *Test Period*: The thirty (30) day period following: (a) County's receipt of the Notice of Completion or (b) in the case where County requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.
- 1.51 *Third Party Software*: Software utilized in tandem with the Licensed Software, and necessary to enable the Licensed Software to perform the Specifications, supplied by Contractor with the Licensed Software or acquired directly by County on the advice of Contractor.
- 1.52 *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.

- 1.53 *Update:* A revision of the Software released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include the release of a new product or added features for which Contractor generally imposes a separate charge.
- 1.54 *Upgrade:* Either an enhancement to the Licensed Software code to add new features or functions to the Licensed Software or software programming revisions containing corrections to Errors, Defects and Malfunctions that have been reported by users or discovered by the Contractor. Upgrades include revisions that are made to the Software to conform to a newer version of the operating system software.
- 1.55 *Users:* People who, in accordance with the terms of this Agreement, are authorized by County's Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.56 *Version:* A new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").
- 1.57 *Warranty Period:* The twelve (12) month period commencing on the Software Acceptance Date during which reported Errors, Defects and Malfunctions for Licensed Software or Programs products are corrected by the Contractor without charge to the County.
- 1.58 *Work or Project:* The implementation, assembly, installation, optimization, and integration as required by this Agreement, whether completed or partially completed, including all labor, materials, and services provided, or to be provided by Contractor to fulfill Contractor's obligations hereunder. The Work, therefore, constitutes all of the requirements for providing the Programs and all services under this Agreement to the County.

2.0 Notices

This Agreement shall be managed and administered on behalf of the respective parties by the individuals identified below. All invoices shall be submitted to and approved by the County's representative so identified. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed to said party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

Contractor:
Executive Information Systems
1396 NE 20th Ave. Suite 100
Ocala, FL 34470

Contact Person:
Adam Missler
VP Sales and Business Development

856) 701-6107

adam@goeis.net

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959

Contact Person:
Alicia Burget
Captain – Nevada County Sheriff's Office

530-470-2757

alicia.burget@co.nevada.ca.us

3.0 Standard of Performance

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person

practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on the County's premises, shall comply with the County's regulations regarding security, safety and professional conduct, including but not limited to Nevada County Security Policy (NCSP) 102 regarding data security.

4.0 Contractor as Independent

In providing services hereunder, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

5.0 Indemnification

5.1 General

Contractor shall defend, indemnify and save harmless the County, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, judgments damages, losses or expenses (including, without limitation, defense costs and attorney fees of litigation) arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the County. With respect to any and all liabilities, claims, demands, judgments damages, losses or expenses arising from the joint or concurrent negligence of Contractor and the County, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction. Contractor's obligation to indemnify County is contingent upon the County giving prompt notice to Contractor of any claims, permitting Contractor to defend, compromise, or settle any claim, and cooperate with the defense of any such claim. Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

5.2 Intellectual Property

- a. Notwithstanding any language contained herein to the contrary, Contractor warrants that the Software does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Except as otherwise provided, Contractor, at its own expense, will defend, indemnify and hold County harmless from any claim made or threatened or any suit or proceeding brought against County insofar as it is based on an allegation that the Software furnished by Contractor under this Agreement infringes any copyright or patent in existence on the date the Software was initially provided to County, but only if County does all of the following:
 - i. notifies Contractor of that action in writing within a reasonable period of time (such that Contractor suffers no prejudice to its rights);
 - ii. gives Contractor the right to control and direct the defense and settlement of that action;
 - iii. makes no compromise, settlement, or admission of liability; and
 - iv. provides reasonable assistance and cooperates in the defense of that action at Contractor's reasonable expense.
- b. Subject to the limitations set forth in this Agreement, Contractor shall pay any resulting damages, costs and expenses finally awarded to a third party, including, but not limited to, reasonable legal fees, incurred as a result of the Software's infringement of a copyright or patent right. Contractor will have no responsibility for the settlement of any claim, suit, or proceeding made by County without Contractor's

prior written approval.

- c. If the Software is held to infringe, and the use of the Software is enjoined, Contractor, at its expense, will do one of the following:
 - i. procure for County the right to continue using the infringing or potentially infringing Software;
 - ii. replace the infringing or potentially infringing Software with non-infringing software; or
 - iii. modify the infringing or potentially infringing Software so that it becomes non-infringing.
 - iv. If none of the foregoing remedies are commercially feasible, Contractor will return to County the initial license fee actually paid by County to Contractor under this agreement, and upon such a return, any licenses granted to County for the Software shall terminate immediately.

6.0 Insurance

During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages:

- 6.1 Commercial General Liability Insurance: (County Resolution No. 90674) Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
 - a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000.
 - b. An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from Seller's product(s) and/or the services provided under this contract;
 - c. A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance; and
 - d. A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.
- 6.2 Data Processing Errors and Omissions Insurance: Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than \$1,000,000, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.
- 6.3 Automobile Liability Insurance: (County Resolution No. 90676) For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:
 - a. Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$1,000,000.
 - b. An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided under this Agreement;

- c. A provision that said insurance shall be primary and other insurance maintained by the Buyer shall be excess only and not contributing with Seller's insurance; and,
 - d. A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.
- 6.4 Worker's Compensation: (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the County.
- 6.5 Miscellaneous Insurance Provisions: (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless the County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

7.0 Ownership of Data

County is and shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion, except for computer software which shall be owned or licensed as provided in this Agreement. Contractor shall not release any materials under this section without prior written approval of County.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as provided in this Agreement or except as determined at the sole discretion of the County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data, documents or other materials prepared under this Agreement, except for computer software, which shall be subject to the restrictions set forth in this Agreement.

8.0 Assignment and Subcontracting

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the County and Contractor. They may not be transferred, subcontracted, or assigned without the prior written consent of both parties.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which COUNTY may elect to suspend payments hereunder, or terminate this Agreement, or both.

9.0 Confidentiality

The parties hereto acknowledge that information obtained about the other party pursuant to this Agreement may include confidential and proprietary information (hereinafter the "Confidential Information"). Each party agrees not to use Confidential information except in accordance with the terms of this Agreement or any other agreements between the parties, and not to disclose Confidential Information to any third parties without the prior written consent of the other party, except as required by law. The parties agree that the Confidential Information does not include any information which, at the time of disclosure, is generally known by the public. County shall make no attempt to reverse compile, disassemble, or otherwise reverse engineer the Software or any portion thereof. These obligations of confidentiality shall survive termination of the License and this Agreement.

10.0 Warranty

Contractor warrants the Software to operate in all material respects as specified in the Contractor-provided documentation. If Contractor makes or has made claims in response to specifications listed in a County solicitation, then the Contractor warrants the Software to operate in all material respects as claimed in response to the solicitation. Contractor warrants that the Software does not contain any disabling devices that would allow Contractor to terminate operation of the Software. Contractor further warrants that, to the best of its knowledge, the Software does not contain any viruses. Contractor warrants as follows for all software customization made by Contractor for the County: (1) All software customization will continue to be supported by Contractor under its maintenance agreement as defined in Schedule C; (2) All software customizations will be preserved and will remain functional in any future software versions, revisions, or updates provided by Contractor; (3) All future software versions, revision, or updates provided by Contractor will not cause the County to incur any additional cost as a result of the software customizations. These provisions shall apply for as long as the County is covered by the Contractor's maintenance agreement.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES CONTRACTOR MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION CONTENT.

CONTRACTOR'S LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY COUNTY SHALL BE ABSOLUTELY LIMITED TO THE INSURANCE OCCURRENCE LIMIT OF \$1 MILLION. THIS LIMITATION OF CONTRACTOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU

OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF CONTRACTOR ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE.

Unless otherwise stated in the applicable Schedule, Contractor shall not be liable for, and County hereby assumes the risk of and shall indemnify and hold harmless Contractor against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by County in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by County to perform services in connection with the Software.

11.0 Nondiscrimination and Compliance with Laws

In providing Services hereunder, Contractor agrees to comply with all applicable laws and regulations, including but not limited to those relating to nondiscrimination and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

12.0 Prior Nevada County Employment (County Resolution No. 03-353)

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by COUNTY, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

13.0 Intellectual Property

County acknowledges that Contractor owns all right, title and interest in and to the Software, the Documentation, including System Administration and End User Manuals, and other information relating thereto (including all customizations and modifications developed for County), including all patents, trademarks, copyrights, trade secrets and other intellectual property rights. No rights, other than those granted pursuant to the License, are transferred to County.

14.0 Conflict of Interest

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. This covenant shall not prohibit Contractor from offering the same or similar Software and Services to other entities.

15.0 Responsibilities of County

County shall provide all information reasonably necessary to Contractor in performing the Services provided herein. Contractor shall not be responsible for any delays caused by County's failure to provide information or failure to perform obligations.

16.0 Technology Life Expectancy

County understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. County further acknowledges that Contractor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to County under this Agreement or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether upgrades are advised. Contractor shall, for the duration of the maintenance period covered by this Agreement, and at no additional cost to County, maintain the Software to be compatible with Microsoft-supported operating systems and databases. County upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. County upgrades may also include the installation and/or removal of Third-Party Software. County is solely responsible for all costs associated with such future resources and upgrades.

17.0 Term and Termination

17.1 The Term of this Agreement shall commence upon execution by both parties, and shall continue until all Tasks and Deliverables have been completed unless terminated earlier in accordance with this section. The Terms of the Software Maintenance Agreement and Software Escrow shall be as described in the respective Schedules C and F, as applicable.

17.2 Termination by County

- a. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations hereunder. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.
- b. For Convenience: County may terminate this Agreement upon thirty (30) days written notice without cause. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
- c. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the County may elect to immediately suspend payments or terminate the contract, or both, without notice.

17.3 Termination by Contractor

- a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Schedule E, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- b. For Cause: Should County default in the performance of this Agreement or materially

breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

17.4 Disentanglement

If directed by County, Contractor 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. Contractor shall cooperate 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. Contractor 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, the Contractor shall not be obligated to disclose its Intellectual Property to any third party. Contractor 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. Contractor 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 Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County on a time and materials basis at the Contractor's then current hourly rate for technical services applicable to this Contract. Contractor'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 then-current Term of the Agreement.

17.5 Return, Transfer and Removal of Data and other Assets

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted to County or County's designee.

17.6 Fiscal Insolvency/Source Code Escrow: Prior to commencing work on the Project under this Agreement, Contractor shall open escrow with an Escrow Holder that is acceptable to the Parties, pursuant to an Escrow Agreement which indemnifies Escrow Holder, which requires that Contractor deposit Source Codes for the Software and any updates thereto which at a minimum shall occur with each software release during the course of the Term, as extended, and which authorizes Escrow Holder to notify County of any such deposits. Said Escrow Agreement shall require that, in the event Contractor ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors; or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced, directs Contractor to immediately authorize Escrow Holder to release the Source Code and any and all updates for the Project to County. The cost of the Software Escrow shall be paid by the County.

17.7 Renegotiation Option: In view of the fact that it is unknown how long the products and services will be employed by County and that County will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals,

County and Contractor may renegotiate the contract upon mutual agreement of the parties.

- 17.8 Effect of Termination: Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Agreement shall not affect the County's rights to the Software pursuant to Schedule B (License Agreement) provided that County has paid all Software license fees set forth in the Schedule E and County is not in breach of any provision of this Agreement or the Schedules. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in breach of this Agreement, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11 of this Schedule A, shall survive termination of this Agreement.

18.0 Informal Dispute Resolution

If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

19.0 Compliance with Public Records Law

All information County receives from Contractor, whether received in connection with Contractor's proposal or in connection with any services performed by Contractor, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that if any information is set apart and clearly marked "Confidential Information" pursuant to Section 9, above, when it is provided to County, County shall give notice of Contractor of any request for disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the County, satisfactory to the County Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "Confidential" designation of such information.

Contractor and County understand and agree that any failure by Contractor to respond to the notice provided by County and/or to enter into an agreement with County, in accordance with the provisions above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "Confidential" by Contractor, and County shall disclose such information pursuant to applicable procedures required by the Public Records Act.

20.0 Books of Record and Audit Provision

Contractor shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of Services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at mutually agreed upon place, upon fifteen (15) days notice. Contractor shall promptly refund

any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the total Contract amount.

21.0 Taxes

With the exception of sales or use taxes which may be levied by the State of California for software or related materials, County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. Similarly, Contractor shall not be responsible for paying any taxes on County's behalf, and should Contractor be required to do so by state, federal, or local taxing agencies, County agrees to promptly reimburse Contractor for the full value of such paid taxes plus interest and penalty, if any (The fees set forth in Schedule E do not include any amounts for sales taxes, as it is anticipated that all software and related materials will be provided by Contractor by electronic delivery.)

22.0 Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

23.0 Compliance with Applicable Laws

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

24.0 Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

25.0 Expert Witness

If requested by County, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Agreement.

26.0 Section Headings

The headings of the several sections of this Schedule A and other Sections which comprise this Agreement, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

27.0 Severability

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28.0 Amendment and Waivers

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other

breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

29.0 Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

30.0 Publicity

County authorizes Contractor to use County's name in its list of customers. The parties agree that either party or both may issue a mutually acceptable news release regarding County's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Contractor may publicly refer to County (by name only) as being a customer of Contractor, and only in relation to this Agreement except as otherwise authorized by County.

SCHEDULE B—SOFTWARE LICENSE AGREEMENT

1.0 Agreement to License

This Agreement provides for the license of Software by Contractor as Licensor to County as Licensee, in accordance with the terms and conditions of this Agreement. Contractor shall license to County and County shall license from Contractor, the Software as described in Schedule E: Schedule of Charges and Payments.

2.0 Grant of License

Unless this Agreement is terminated in accordance with the provisions of Schedule A: General Terms and Conditions, Contractor grants to County a perpetual, nontransferable (except as otherwise provided in Section 8 of Schedule A, "Assignment and Subcontracting"), revocable and nonexclusive license for use of the Software (machine readable version) and Documentation therefor in accordance with the terms and conditions of this Agreement. Such use shall be limited to County only. Title to the Software remains in Contractor, which shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Maintenance Modifications, Derivatives and Enhancements thereto. Any data supplied by the County shall remain the property of the County.

3.0 Right to New Versions

If Contractor creates a new Version of the Software, Contractor will provide that new Version to County at no additional charge through the Maintenance and Support agreement provisions.

4.0 Third Party Software

County shall execute all documents reasonably requested by Contractor and will abide by all reasonable requirements with respect to Third Party Software licensed or sublicensed by Contractor to County hereunder, or necessary to the performance of the Software hereunder in accordance with the Specifications, and County agrees to maintain in effect all required licenses and approvals of all applicable third persons.

5.0 Acceptance Testing

During the Test Period, County may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, County shall promptly notify Contractor in writing, and Contractor shall work diligently to correct all priority 1 nonconformities free of charge to County.

6.0 Local Hardware

6.1 In order to be executed and to perform in a satisfactory manner, the Software must be installed on Local Hardware that provides sufficient network, communications, and computer resources to support the anticipated number of End Users. The Local Hardware must be properly configured, installed, managed, and maintained. County is solely responsible for ensuring that the Local Hardware meets these standards and for ensuring that its Local hardware is installed according to the schedule mutually agreed by both Parties.

6.2 The Local Hardware and third party technologies required to properly execute the Software may change over time. Additional network, communications or computer resources may be required to enable Customer to install and use enhancements, promotions or new Versions of the Software. Contractor will make best efforts to give the County a minimum of 180 days notice of additional third party software products that may be required, and provide information to allow County to evaluate the impact of the enhancement, promotion or new Version on network performance and to plan for network upgrades.

7.0 Rights of County as Licensee

- 7.1 County may install the Software on the Local Hardware and may, upon prior written notice to Contractor, move the Software to different Local Hardware, or, in the event of a disaster, run the Software on back-up Local Hardware.
- 7.2 If the Software is licensed on a Seat basis, County may use and execute the Software only on the licensed number of Seats designated on Schedule E: Schedule of Charges and Payments. Unless otherwise provided on Schedule E, County must purchase a license for each Seat that has access to the Software.
- 7.3 If the Software is licensed on a Site basis, County may use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in Schedule E, County must purchase a license for each site for which the Software is used.
- 7.4 County may make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Contractor's copyright and other proprietary legends are reproduced on each copy. County shall keep appropriate records of the number and location of all copies and make such records available to Contractor upon request. All copies that are made by County shall be the property of Contractor.
- 7.5 County may make copies of the Documentation for County's internal use only, provided that Contractor's copyright and other proprietary legends are reproduced on each copy.
- 7.6 County may permit access to the Software to third parties for the purpose of loading data and/or generating reports, subject to execution by said parties of a non-disclosure agreement to be provided by Contractor.

8.0 Restrictions

In addition to other restrictions set forth in this Agreement, County may not:

- 8.1 Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;
- 8.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;
- 8.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by County under this Agreement;
- 8.4 Without prior written approval of Contractor, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software;
- 8.5 Without prior written approval of Contractor, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for County under this Agreement; or
- 8.6 Remove the labels or any proprietary legends from the Software or its Documentation.

9.0 Tools and Customizations

County shall not have any right to independently make changes to the underlying code of the Software. County may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Contractor shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

10.0 Documentation

Contractor will provide documentation of the process and procedures for use of the Software, including all screens. Documentation will be embedded in the Software and accessible to End Users through a "Help" icon or menu.

11.0 Right to Audit

Contractor shall have the right, up to two (2) times per calendar year and within ten (10) days of Contractor's written request, during normal business hours and at times mutually agreed upon by the parties, to audit County's use of the Software to monitor compliance with this Agreement. If an audit reveals that County has exceeded the restrictions on use, County shall be responsible for the prompt payment to Contractor of any underpayment of license fees.

SCHEDULE C—SOFTWARE MAINTENANCE AGREEMENT

1.0 Scope of Agreement

- 1.1 This Schedule C covers the maintenance of Software licensed or delivered by Contractor for the benefit of the County pursuant to that certain concurrently effective Software License Agreement (Schedule B) between the parties, as listed on Schedule E: Schedule of Charges and Payments. This Maintenance Agreement (“Agreement”) provides maintenance services only with respect to Software, including third party software, supplied by Contractor to County pursuant to the terms of the Software License Agreement. This Agreement does not provide for maintenance services for any third party software not provided by Contractor to County or for any hardware.
- 1.2 Contractor’s obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Contractor will support only those Versions between 3.x and 4.5. If County desires support for earlier Versions of the Software, such support may be treated by Contractor as additional consulting services for which County will be billed at Contractor’s then-current time-and-materials rates. County understands that its implementation of a new Version may require County to upgrade its Computer System.

2.0 Term of Agreement

- 2.1 **TERM:** The initial term (“Initial Term”) of this Maintenance Agreement shall begin thirty (30) days following the System Cutover (“Maintenance Agreement Effective Date”) with an initial term of twelve (12) months
- 2.2 **RENEWAL:** Upon expiration of the Initial Term, subject to the payment of the applicable fees years “Maintenance & Support Fees” as specified in Schedule E, “Schedule of Charges and Payments”, the Agreement will automatically renew for a successive period of one (1) year (“First Renewal Term”), as set forth above, unless County gives Contractor written notice at least thirty (30) days prior to the expiration date of the Initial Term that the Agreement will not be renewed beyond the Initial Term. Thereafter, the Agreement will automatically renew for successive periods of one (1) year (“Subsequent Term(s)”) unless County gives written notice at least thirty (30) days prior to the expiration of the then current Subsequent Term that such term will not be renewed. The Initial Term, First Renewal Term and The Subsequent Terms are herein collectively referred to as “Term”.
- 2.3 **RESTRICTIONS:** (a) Contractor shall have no obligation to provide Support Services if County fails to pay the applicable fees hereunder; unless there is outstanding work that needs to be completed. No payments will be made until all service orders are complete and to the satisfaction of the County. (b) County agrees to provide Contractor with access to facilities and equipment as are reasonably necessary for Contractor to perform its obligations, including remote access. Contractor agrees to give prior notice to County for any remote access and to comply with all established security protocols. Contractor will not remote access any system without express written approval by County.

3.0 Maintenance Fees

Maintenance fees shall be as detailed in Schedule E, Schedule of Charges and Payments.

4.0 Covered Maintenance

Contractor will provide to County: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Contractor hereunder.

5.0 County Obligations

- 5.1 County shall implement and follow the reasonable written instructions of Contractor regarding operation of the Software.
- 5.2 County shall maintain a Computer System that complies with the Hardware Specifications described in Appendix D-1. The Computer System shall be housed with site conditions that conform to common industry standards for all computer systems and/or media devices. County shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Contractor expressly disclaims any liability for loss or damage caused by any computer virus on County's computer platform or database, except those which may prove to be attributed to Contractor's software or activities.
- 5.3 County will provide Contractor with access to County's network over a secure internet connection.
- 5.4 County shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

6.0 Compliance Updates

Contractor shall exercise due diligence in accordance with the highest professional standards and provide County, in a timely manner, with Compliance Updates. Contractor agrees to monitor changes in the applicable California laws and regulations to help the County maintain the system compliance. The County agrees to promptly notify Contractor when it becomes aware of any applicable change in the laws or regulations which the Software is designed to support. Contractor will provide technical support in furtherance of legislative compliance updates.

7.0 Application Version Compliance

- 7.1 For the purpose of maintaining and supporting more current platform(s), both County and Contractor agree that a currently supported Microsoft Environment is the most current release, and the previous two releases.
 - a. Both the County and Contractor agree to maintain support for the most current and previous two releases for all software necessary for the support of the product provided to County.
 - b. Contractor agrees to monitor the release of all software necessary for the support provided to County and update "server" and "client" applications to stay current with these versions.
 - c. Contractor agrees to maintain a version control number which will allow for similar tracking and support for both "server" and "client" applications. Licensor application versions should have a similar life span as the software required to support them. County agrees to move to one of the most current three versions once notified by Contractor that such a release is required because a prior version is no longer supported. Licensor agrees to give Licensee 180 days' notice should there be such a release.
- 7.2 Coverage is limited to the Software operating at the following Licensee site(s):
Nevada County, CA.

8.0 Service Level Agreement

- 8.1 Contractor will maintain a website accessible by County, which contains information concerning the Software and Support Services.
- 8.2 Contractor will respond to County requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, County may describe and submit notice of the support need by telephone, facsimile or electronic mail.

- 8.3 All Contractor staff assigned to provide services to County will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.
- 8.4 Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Contractor shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at County's location for remote support, which equipment is to be obtained by County at its sole expense.
- 8.5 Contractor shall provide County with 24/7 (24 hours a day 7 days a week) software support services. Contractor shall respond to any Errors reported by County based on the priority code assigned to each such Error. County shall identify the priority code when it initially reports the Error to Contractor. Contractor may, in its reasonable discretion, re-classify the Error after its initial investigation. In the event Contractor does not meet the service level response for the Error as described in the table below, the County may request to escalate the Error to a higher priority code, which request the Contractor shall not unreasonably deny.

Priority	Level	Description	Processing
1	Critical	A major system or sub-system has failed and become inoperable. For example a CAD has failed. Agency cannot perform a critical job function. Agency has initiated support request via direct telephone to EIS support desk.	Service is continuous. If the issue cannot be resolved by the answering technician, then escalation is immediate. Response time will vary from immediate to within several hours, but will not be longer than 4 hours
2	High	A major component or sub-system has failed. For example a state interface has failed and is seriously degrading the CAD system. Agency job function is degraded or limited. Agency has initiated support request via direct telephone to EIS support desk.	Service is determined by the nature of the problem and consultation with the Agency. The problem is given priority support and may be escalated as necessary.
3	Medium	A processing error has occurred or there is an error in processing. For example a data field is not saving in a report, a report has incorrect totals, etc. Agency experiences intermittent problem or minor degradation.	Service is routine. Escalation depends on circumstances. Program errors may be fixed by service packs, delayed to regular releases, or work-arounds applied as necessary.
4	Low	Low priority. Error in provided component causing operational function/feature to occasionally fail or cause minor inconvenience.	Service is generally handled in the course of regular system updates. Will be addressed as soon as feasible for EIS
5	Enhancement	Modification to the behavior of an existing feature, or the addition of a new feature/function or report at the request of the agency.	Enhancement request is reviewed and slated for development as determined by the EIS software review team. Enhancements are provided in the course of regular system updates. No commitment of delivery by EIS unless contractually stated.

8.6 Remedies

In the event Contractor fails to meet the service level standards described herein, County may, without penalty, withhold payment for maintenance and support fees until said standards are met.

9.0 Right to Modify or Cancel Support

- 9.1 County may choose to cancel software maintenance and support at the next renewal date upon thirty (30) calendar days notice to Contractor.
- 9.2 County may delete a subset of licenses that are no longer in use from software maintenance and support at the agreement next renewal date upon thirty (30) days notice to Contractor.
- 9.3 County may resume software maintenance and support for lapsed periods by paying Contractor an amount no greater than the support fee that would have been due if maintenance and support had been continued over the lapsed period. Upon payment of

such fees for lapsed periods, Contractor agrees to provide County with right to any software upgrades released during that period.

- 9.4 The parties agree that County may request additional services not covered under this Agreement by delivering to Contractor a Change Order request. Services to be provided pursuant to a Change Order may include, without limitation, services related to: (a) additional Training; (b) programming, configuration and data migration or repair; (c) research, development and business analysis related to the estimates and bidding for Customizations and Enhancements. Contractor shall provide County with a written response to the Change Order request which describes in general the work requested, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested Change Order may require the development of specific requirements and an analysis of the impact on the Software and reports in order to provide detailed estimate for the requested work. The County understands and acknowledges that Contractor shall not undertake detailed specification development or estimate preparation until a signed Change Order authorizing such work is signed by County. The County shall be charged at the rates set forth in Schedule E for the development of requirements by Contractor. All work detailed in a Change Order will be performed on a time and materials basis at the rates set forth in Schedule E, unless specified otherwise in the Change Order. Any impact on the Software License Fee will also be reflected in the Change Order.

SCHEDULE D: SCOPE OF PROFESSIONAL SERVICES

1.0 Objectives of the Project

Contractor will manage and implement a project, in accordance with the methodology described herein, to enable the County to utilize Contractor's **PS.NET** software. In fulfilling their respective obligations as described in this Schedule and the resulting implementation plans, Contractor and County agree to use all commercially reasonable efforts to perform in accordance with the respective plans and schedules.

2.0 Project Personnel

2.1 Contractor will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Agreement. If, during the course of the implementation of this Agreement, it becomes necessary for the Contractor to change the person assigned as Contractor's Project Manager, Contractor will notify County in writing. The following positions on the Contractor's project team are identified as Contractor Key Roles:

Project Manager

- Responsible for successful project implementations by managing project scope, project deliverables, project resources, project communication, project timelines, and project risk
- Responsible for transition to support

Business Analysts

- Act as subject matter experts for the product
- Define and document data requirements and mapping elements, and configuration requirements through the product overviews and business process discovery
- Perform testing and work with clients on user acceptance testing
- Train the clients and periodically update user documentation
- Support during project completion through transition

Implementation Specialists

- Responsible for data migration and importing templates into the System's data structure
- Responsible for developing reports, extracts, and interfaces for the project team

2.2 Contractor's Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project. Contractor's Project Manager will provide leadership to both Contractor and County personnel engaged in the Project implementation, and will coordinate all administrative and technical decisions on the project.

2.3 Contractor Project Manager will coordinate all of Contractor's on-site and off-site personnel working on the Project. The Contractor Project Manager will schedule Contractor implementation team resources and work with the County's Project Manager to ensure that the County's team is available for planned activities.

2.4 County will designate a Project Manager to serve as the primary point of contact with Contractor during the execution of the Project. If, during the course of the implementation of this Agreement, it becomes necessary for the County to change the person assigned as County's Project Manager, County will notify Contractor in writing.

2.5 Contractor's Project Manager shall deliver to County's Project Manager, weekly reports of Contractor's progress on the project, including progress toward completing the Tasks and

Deliverables as described herein. Each report must contain a description of the current status of the project, the Tasks on which time was spent, the estimated progress to be made in the next reporting period and the problems encountered, the proposed solutions to them and their effect, if any, on the project schedule.

- 2.6 Contractor will solicit and consider input from County prior to substitution of those individuals performing Key Roles as identified herein. Contractor further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally assigned and that County's concurrence with a substitution will not be construed as an acceptance of the substitution's performance potential. The personnel furnished must have the knowledge necessary to complete requirements as defined in this Agreement.
- 2.7 Upon request by County, Contractor shall give reasonable consideration to replacing any Contractor personnel who County determines to be unable to perform the responsibilities of the contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.

3.0 County Responsibilities

- 3.1 The County's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of Data Conversion Services. County's Project Manager will be available to Contractor Project Manager as needed to enable Data Conversion Services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of Data Conversion Services as reasonable requested by Contractor's Project Manager.
- 3.2 The County will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.
- 3.3 County will ensure that End Users who participate in Training have the background and experience required to enable them to understand the training and learn how to use the Software, including operation of workstations in a MS Windows environment.
- 3.4 County will provide a training room to accommodate up to twelve students and one trainer, each with their own PC.
- 3.5 The County is responsible for meeting the information technology infrastructure needs of the project, including procuring and licensing all hardware and software products, other than the software provided by Contractor, required for the Project. Contractor will provide advice and guidance as necessary to assist County in acquisition and configuration of infrastructure resources. Depending on the nature and extent of such assistance to be provided by Contractor, Contractor's technical services may be billable at then-current rates. Before any non-contract technical services charges are incurred, Contractor will provide a formal quote for said services, which will be managed through the Change Request process.
- 3.6 The County will provide timely access to its office facilities for Contractor personnel as needed during County's regular business hours (Monday through Friday, 8am to 5pm) for the duration of the project. After-hours access can be arranged in advance with the County Project Manager. The facilities to be provided shall include work areas, desks and chairs, telephones and wireless access, and access to copier and fax machines.
- 3.7 The County will provide timely access to all areas of its premises required for Contractor to perform its responsibilities under this Agreement. Access to restricted areas (including the server room, wiring closets, etc.) will require an authorized escort.
- 3.8 The County shall provide access to business, operational, and technical data for its environment, as necessary to meet the objectives of this Project. The County shall provide the necessary extracted data in the agreed upon intermediate format required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.

- 3.9 The County is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.
- 3.10 The County shall be responsible for participating in the Product Overview sessions; Contractor-led 'Train-the-Trainer' sessions; identifying County subject matter experts responsible for defining and documenting the County business process using the Contractor product suite; and providing training resources to conduct the End-User Training sessions in the County offices prior to system deployment.
- 3.11 The County shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the County. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.
- 3.12 The County shall provide staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the County site.
- 3.13 The County shall provide a facility that will serve as the software solution lab where computer terminals will be set up for interfacing with the test and development database.

4.0 Contractor Responsibilities

- 4.1 Contractor will provide County with required specifications for Local Hardware, including software specifications for required operating systems and network software, so that County may procure and/or configure the necessary Local hardware at County's expense.
- 4.2 If requested by the County, Contractor will provide technical support services to assist County in evaluating its Local Hardware; identifying network, communications and computer resources required to properly operate the Software; and installing and configuring the Local Hardware for the County. If Contractor provides these services, it guarantees to the County that, at the time of installation, the Local hardware will be properly configured and installed, and will provide sufficient network communications, and computer resources to support the anticipated number of End Users.

5.0 Place of Performance

Contractor will perform project work at its own locations as well as in County offices. County will make available such office space and meeting space as is reasonably required for Contractor staff to perform their work.

6.0 Project Management Plan

Contractor Project Manager, with the assistance and consultation of the Project Management Team, will develop a Project Management Plan (PMP) to include the following components, either incorporated into the body of the PMP or presented as exhibits or schedules thereto:

- 6.1 **Project Schedule:** A preliminary high-level Project Schedule is provided in Appendix D-2 of this Schedule D. The Contractor and County Project Managers shall conduct a joint review of the Project Schedule during the initial stages of the project. Once the Project Schedule is agreed by the Project Management Team it will become the primary tool used to guide the project team, monitor, and control the project.

The Project Schedule will be reviewed and updated by the project management team on a regular basis in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the accepted Project Schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either Project Manager will be handled in accordance with the Change Control Plan.

- 6.2 Deliverables: A list of the key Deliverables, a form for tracking the completion of the Deliverables, and a sample of the Deliverable Acceptance Statement to be used to document completion of Deliverables. Deliverables will be tracked and County's acceptance of Deliverables will be documented. Deliverable documents will be provided to the County Project Manager in an electronic format via email unless otherwise mutually agreed by the project managers. Electronic documents will be delivered in the format of the tool used to produce them (e.g. Word, Excel, MS Project) unless specified differently in the Deliverables List or otherwise mutually agreed by the project managers.
- Where deliverables are not documents or where deliverable documents are delivered by a means other than email, the Contractor Project Manager will notify the County Project Manager by email that the deliverable is complete with an appropriate description of the delivery method and how the County can take possession of the deliverable. Where delivery method includes a delay before the County is in receipt of the item, e.g. mail, then the delivery date will be when the County receives the item.
- 6.3 Data Conversion Plan: A description of the overall approach, responsibilities, and timing of the process for converting data from the County's legacy database to the Licensed Software. The Data Conversion Plan will be based on a two-step data conversion effort. The County will design and develop the programs to extract and cleanse the data from the current data structures into an intermediate file format. Contractor will design and develop the programs to convert the data from the intermediate files into the new system. Both parties will build edit and data validation tables/files that at a minimum parallel those currently being utilized by the County for the purpose of validation in the accuracy of the data and files extracted/imported.
- 6.4 Issue Management Plan: A high-level description of how issues will be classified, logged, and resolved. This plan should include a template of the form to be used for logging issues and their resolutions.
- 6.5 Interface Specifications: A definition of external interfaces between the Software and other existing or planned information or communications systems. Contractor and County shall have responsibility for preparing and controlling all of the Interface Specifications.
- 6.6 Training Plan: A description of the strategy for providing comprehensive training in all aspects of system usage, administration and problem resolution will be developed during Project Initiation. The training strategy will include a needs analysis to define who needs training and on what topics, development of training curriculum, arrangement of training logistics, preparation of training materials, and assessing training effectiveness. Training will include classroom lectures and interactive training in concert with the online help resources and user manual. All training will have prescribed user-oriented objectives. Contractor will provide training materials. The Training Plan will incorporate training for the following groups of County staff, and include the indicated content:
- a. Trainers – Contractor will provide general end-user 'train-the-trainer' training to designated County 'Trainers'. This training will be conducted during the pre-installation period. The information the County 'Trainers' acquire will be used as they train the End Users. Several different "train the trainer" classes will be taught prior to live implementation.
 - b. Key Users – County staff members identified by management who will be working with Contractor as a part of the installation and implementation team. This includes members of the County-designated Support Team who will be the principal points of contact with Contractor for ongoing maintenance as described in Schedule C.
 - c. Supervisors/Managers – County staff members who need to understand and facilitate the system at the operations level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they pertain to facilitating the program as a whole system. This training will be conducted prior to live implementation.

- d. Technical Users – County staff members serving as database administrators, system administrators and application administrators will be trained in backup, recovery, and advanced application features such as interface maintenance, table maintenance, data management and manipulation, archiving and error recovery.
- 6.7 Risk Management Plan: A high-level description of activities that Contractor and the County will implement to mitigate identified areas of risk to the successful completion of the Project. Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each Project risk at the appropriate management levels. The set of identified Project risks is monitored via Project cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed during the reporting/status updates for the project. Details on procedures in place for managing risk during the implementation process, including a template for a Risk Log to be used in tracking risks and their mitigations, will be defined in this plan.
 - 6.8 Resource Plan: A description of the roles and responsibilities (task responsibility matrix) of individuals whose efforts will be required to sufficiently staff the Project, as well as a description of how other personnel and non-personnel resources will be allocated and deployed for successful completion of the Project.
 - 6.9 Communication Plan: A description of the communication procedures, reporting requirements and formats, and issue escalation process to be used in communications between Contractor and the County during the execution of the Project.
 - 6.10 Change Control Plan: The procedures to be used for requesting and approving changes to the Project, including changes initiated by either the Contractor or the County. It should include a Change Request form template and list of situations/activities that will require a duly authorized Change Request to be considered valid. Change Control is a formal procedure to manage changes to project deliverables (including requirements, specifications and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. The Change Control Process will include, at a minimum:
 - a. A change request must be made in writing by the party desiring the change, to document the potential change.
 - b. The change will be reviewed and, if acceptable to County, Contractor will submit to County an estimate of the impact to cost, schedule, scope, and quality.
 - c. Contractor will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the County's project manager. Work cannot commence on any new activities related to the change request until all parties agree in writing.
 - d. All change requests will be logged and tracked.
 - e. Contractor's Project Manager and County's Project Manager will adapt project plans to incorporate approved changes.
 - 6.11 Document Control Plan: A description of the manner in which Contractor will index and publish project documentation, and make that documentation available to the County.
 - 6.12 Acceptance Plan: A description of the criteria for final acceptance of the Project and the procedure by which Acceptance will be demonstrated and documented. Unless otherwise provided for in this Agreement or agreed upon in writing by both parties, acceptance testing will be performed on the County's site, on the County's equipment. The Acceptance Plan shall include the following provisions:

- a. The review, approval, and acceptance of all project Deliverables will be the responsibility of County's Project Manager. The County will apply the following Software Acceptance Process to acceptance of all deliverables:
 - i. For the life of this contract, County has the right to complete a review of any deliverable received from Contractor and notify Contractor of County's findings; and
 - ii. If the deliverable is unacceptable, Contractor shall resubmit the deliverable after the appropriate correction or modifications have been made.
 - iii. The process described above will be repeated until final acceptance is obtained, the County waives the irregularity, or the Agreement is terminated.
 - b. "Final Acceptance" is defined as:
 - i. The successful completion of all deliverables as stated in the Scope of Professional Services and following the Software Acceptance Process described above, AND
 - ii. The final delivered product fully implemented in County's live production environment AND
 - c. County will have thirty-days following completion of the Software Acceptance Process, or such other period that is mutually agreed to by the Parties, in which to accept or reject it in writing. If County rejects it, County will specify in writing its grounds for rejection and Contractor will use its best efforts to make the product conform to the requirements of this contract as soon as possible and at no additional cost to County. Contractor shall continue to use its best efforts to make the product conform to the requirements of this Agreement until County accepts the product or terminates this Agreement upon written notice to Contractor.
- 6.13 Quality Management Plan: A high-level description of Contractor's procedures for ensuring the overall quality and efficacy of the Software.

7.0 Project Initiation

- 7.1 Contractor will, in accordance with the Document Control Plan, establish a documentation library that is available to County. County shall have the option of making all documentation available on County's intranet site, provided that all documents are treated as confidential and proprietary, and not a matter of public record.
- 7.2 Contractor will initiate systems as described in the Project Management Plan for recording and managing issues, risks, and changes.
- 7.3 Contractor will conduct product overview sessions demonstrating the features of the Software and will review how the Software will be configured to meet the Specifications. The purpose of these sessions is to:
 - a. identify all product configurations necessary to enable functionality to meet defined requirements;
 - b. identify business processes changes required to be adopted by the Client in order to deploy the software; and
 - c. familiarize Client resources with the software for ultimate production usage – as introductory informal training,
- 7.4 Contractor will install the Software into a test area on County's Local hardware for initial testing and training.

8.0 Project Execution

- 8.1 Contractor will manage the overall project effort and supervise each project subgroup tasked with all project deliverables.

- 8.2 Contractor will provide regular status reports in accordance with the Communication Plan.
- 8.3 Data Mapping Review
- a. The data mapping review will build on the Data Conversion Plan to complete a detailed study of the data conversion requirements.
 - b. The County will be primarily responsible for providing information about the nature and purposes of the data. Contractor will provide subject matter expertise as specifically related to the Licensed Software and schema
 - c. The Data Mapping Review will consist of the following tasks:
 - i. Confirm the source files containing data to be converted.
 - ii. Identify the data elements to be converted, or not converted, from each source file.
 - iii. Outline the programs required to extract the data.
 - iv. Provide an approach for controls and reconciliation to ensure the completeness of the mapping.
 - v. Identify data purification issues, including problem, magnitude, and correction alternatives.
 - vi. Document mapped data elements/files within a working document.
 - vii. Provide a "field-level" mapping of source file data elements to the new system database.
 - d. In order to efficiently move through this process, the County may elect to engage Contractor to perform additional data conversion activities related to the overall data conversion deliverable. This additional work would be arranged through the Change Request process.

8.4 **Data Conversion Development and Test**

The development and testing of data conversion programs and files primarily consists of two parallel efforts:

- a. County will develop and test the programs to extract the data from the current file structures and deliver them to Contractor in an intermediate file structure prescribed and provided by Contractor.
- b. Contractor will develop and test the programs to load the intermediate files into the Contractor database. Only data that is absolutely necessary for proper system function and within the scope of the current database structure will be converted. All data not within the current structure will either not be converted or will be converted at Contractor's discretion at the then-current time and materials rate.
- c. Contractor and the County will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports.

8.5 **Data Conversion Delivery**

- a. Contractor will load the converted data into the agreed upon environment, so the County can conduct acceptance testing in accordance with the Acceptance Plan.
- b. Contractor and the County will work together to refine the process of extracting and loading the data to optimize time and resources required to execute the conversion at three separate points in time:
 - i. Initial data load – This conversion consists of a sample size set of data addressing the majority of business rules used to define/populate County data. Several iterations of this initial data may be loaded for review based on the

number of corrections needed for successful use of the data in testing. The system will be configured using the base configuration for the state-specific features.

- ii. Full/Complete data load – This conversion builds from the Initial Data Load to include all business rules and a complete set of the County data. Several iterations of this data load may also be necessary. The system will be configured using client-specific configurations identified in the product overview sessions. The goal is to use this database and conversion to move into the User Acceptance Testing activities.
- iii. Production data load – this is the final conversion and will be used to deploy the system into production use of the application. The configuration will be the one accepted from the User Acceptance Testing (UAT) activities.

9.0 Training

Contractor will provide training in accordance with the Training Plan. Data used during training will be the County's converted data. In addition to training with the converted data, mock "live" sessions will be run so that the actions currently performed by each department can be simulated on the new system. On completion of each training class, Contractor will provide an assessment of each trainee's skill levels and capabilities with recommendations for any additional recommended training. Additional training will be managed through the Change Request process documented in the PMP at the then-current consulting services rates.

10.0 User Acceptance Testing (UAT)

- 10.1 User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the County's business requirements and the Product Feature List provided in Appendix B-1.
- 10.2 The County has the primary responsibility for conducting this testing with some assistance from Contractor with process training and troubleshooting.
- 10.3 Acceptance of the converted data is not a part of UAT; it is addressed during the conversion process and tested with each delivery. If data is uncovered during UAT and deemed by the PMC as critical, then that error will be tracked and corrected as part of the UAT process.
- 10.4 Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.
- 10.5 Additional levels of testing, such as system testing and integration testing, may be conducted at the discretion of the County.
- 10.6 The following activities will take place during UAT, as further defined in the deliverables section of Schedule:
 - a. Development of the Test Strategy Plan
 - b. Development of Testing Scenarios and Scripts
 - c. Execution of the Test Plan
 - d. Management, documentation, reporting of test results
 - e. Fault status tracking

11.0 Project Deliverables

11.1 Deliverables Acceptance

For each of the Deliverables there will be a formal acceptance process by which the County Project Manager provides Contractor with assurance that the County is satisfied that the Acceptance Criteria for the respective Deliverable have been met.

The procedure for formal acceptance of a deliverable will have the following steps:

- a. Contractor will complete the deliverable and present documentation or other evidence thereof to the County.
 - b. For major project deliverables, Contractor will meet with the County Project Manager in person or by telephone conference call to outline the content of the deliverable and provide any points of clarification.
 - c. A Deliverable Acceptance Statement (DAS) will be presented by the Contractor Project Manager to the County Project Manager.
 - d. The County Project Manager will review the DAS, confer with the appropriate team members, and sign and return the DAS indicating acceptance, or in the case of non-acceptance, documenting the reasons for the non-acceptance.
 - e. In the case of non-acceptance of a deliverable, Contractor will confirm receipt of the County's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
 - f. The Contractor Project Manager will catalog the response on the Deliverable Register and, if the deliverable is not accepted, document the effect on the project in the next Project Status Report.
 - g. The County will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables. The timeframe for approval of the submitted DAS is also defined for each deliverable. In the event the County does not respond according to the defined acceptance period for a deliverable, Contractor will assume the deliverable is approved.
- 11.2 Deliverables List: Contractor will provide the deliverables described in the Deliverables List below. This Deliverables List is subject to revision in the Deliverables section of the Project Plan.

MATMAAD M2 Switch Multi Agency Adapter

RMSM2CL PS.NET RMS CLETS Client Access License (County)

SVR7 M2 Message Key Integration Development, specific Keys itemized as follows;

CLETS Section	Description	Key
Main	CADL/WPS Master Query (27/29)	27/29
Main	CA Vehicle Master Query (28/29)	28/29
Driver License Queries: California	Inquiry on License by ID	ID
Driver License Queries: California	Inquiry on License by Name	IN
Driver License Queries: California	Inquiry on License by Name	DQ
Driver License Queries: California CRP	California Request Photo/Subject Info	
Driver License Queries: Oregon DLR/DLP	Inquiry on License by ID/Name	
Driver License Queries: NLETS	Inquiry on License by Name	DQ
Driver License Queries: NLETS	Inquiry on License by OLN	DQ
Driver License Queries: NLETS	Inquiry on License by Search	DNQ

Driver License Queries: NLETS KQ - Name	Inquiry on License History by Name
Driver License Queries: NLETS KQ-OLN	Inquiry on License History by OLN
Registration Queries: California	Inquiry on Registration by ID IV
Registration Queries: California IN	Inquiry on Registration by Name
Registration Queries: California	Parking/Toll PA
Registration Queries: Oregon Lic/Vin/Reg LP/IP/LB	Inquiry on Vehicle/Boat Registration by
Registration Queries: NLETS	Inquiry by LIC RQ
Registration Queries: NLETS	Inquiry by VIN RQ
Registration Queries: NLETS	Inquiry on Boat BQ
Registration Queries: NLETS	Inquiry on Snowmobile SQ
Criminal Histories: California	Alpha Name Inquiry QHA
Criminal Histories: California	Numeric Inquiry QHN
Criminal Histories: California	Personal Description Inquiry QHP
Criminal Histories: California	Transcript Inquiry QHY
Criminal Histories: California	Personal Description Inquiry QHC
Criminal Histories: California	Manual Criminal History QMH
Criminal Histories: NCIC	Index Inquiry QH
Criminal Histories: NCIC	Record Inquiry QR
Criminal Histories: NLETS	Index Inquiry IQ
Criminal Histories: NLETS	Record Inquiry FQ
Criminal Histories: NLETS	Administrative History Inquiry AQ
Criminal Histories: NLETS	Administrative History Response AR
Administrative Messages	NLETS Administrative Message AM
Administrative Messages	CLETS Administrative Message N
Armed Prohibited Persons System (APPS) Record QUP	Inquire on Personal Data
Armed Prohibited Persons System (APPS)	Inquire on ID Number QYN
Armed Prohibited Persons System (APPS) QYC	Inquire on Gun Serial Number
Armed Prohibited Persons System (APPS)	Inquire on SRF QVC APP
Automated Boats System (ABS): California	Inquiry QB
Automated Boats System (ABS): California	Enter Boat EB
Automated Boats System (ABS): California	Enter Boat Pawned EBPW
Automated Boats System (ABS): California EBP	Enter Boat Part Record
Automated Boats System (ABS): California	Stored Boat Record EBS

Automated Boats System (ABS): California EBR	Repossessed Boat Record
Automated Boats System (ABS): California	Lost Boat Record EBRL
Automated Boats System (ABS): California	Cancel XV
Automated Boats System (ABS): California	Cancel Associate XVA
Automated Boats System (ABS): California	Locate Boat Record EBRL
Automated Boats System (ABS): California Record LBA	Locate Associate Boat
Automated Boats System (ABS): California	Locate Delete MB
Automated Boats System (ABS): California MB	Locate Delete Associate
Automated Boats System (ABS): California	Recover CB
Automated Boats System (ABS): California	Recover in Locate CB
Automated Boats System (ABS): California	Recover Associate CBA
Automated Boats System (ABS): California CBA	Recover Associate in Locate
Automated Firearms System (AFS): California Record by Exact Name QGHX	Inquiry of Firearm
Automated Firearms System (AFS): California EG	Enter Firearm Record
Automated Firearms System (AFS): California EG	Historical Entry
Automated Firearms System (AFS): California	Locate Firearm LG
Automated Firearms System (AFS): California XG	Cancel Firearm
Automated Firearms System (AFS): Oregon	Query Firearm QG
Automated Property System (APS): California Number QA	Inquiry by Serial
Automated Property System (APS): California Record EA	Enter Single Property
Automated Property System (APS): California Record EAA	Enter Group Property
Automated Property System (APS): California Record EP	Enter Pawn/Buy
Automated Property System (APS): California Serialized Record EPN	Enter Pawn/Buy Non-
Automated Property System (APS): California Property Record LA	Locate Single
Automated Property System (APS): California Property Record LAA	Locate Group
Automated Property System (APS): California Property Record XA	Cancel Single
Automated Property System (APS): California Property Record XAA	Cancel Group

Automated Property System (APS): Oregon	Query Property	QP
Domestic Violence Restraining Order System (DVROS) Restraining Order	ERO	Enter
Domestic Violence Restraining Order System (DVROS) Service on Other Agencies Order	SRO	Enter Proof of
Domestic Violence Restraining Order System (DVROS) Service Cancel	MRO	Proof of
Domestic Violence Restraining Order System (DVROS)		Modify MOD
Domestic Violence Restraining Order System (DVROS)		Cancel XRO
Domestic Violence Restraining Order System (DVROS)		Inquiry QRR
Domestic Violence Restraining Order System (DVROS) Restrained Person	QRP	Inquiry of
Domestic Violence Restraining Order System (DVROS) Message Inquiry	QRR1	Violation
Domestic Violence Restraining Order System (DVROS) Message Entry	EVM	Violation
Domestic Violence Restraining Order System (DVROS) Message Modify	MVM	Violation
Domestic Violence Restraining Order System (DVROS) Message Additional Comment	CVM	Violation
Hit Confirmations: CLETS	Hit Confirmation Request	YQ
Hit Confirmations: CLETS	Hit Confirmation Response	YR
Hit Confirmations: NLETS	Hit Confirmation Request	YQ
Hit Confirmations: NLETS	Hit Confirmation Response	YR
Mental Health Firearm (MHFPS)(CA)	Query by Name	FQA
Mental Health Firearm (MHFPS)(CA)	Query by Numeric Identifiers	FQN
Mental Health Firearm (MHFPS)(CA)	Query by Record Number	FQP
Missing Person System (MPS)	Inquiry	QM
Missing Person System (MPS)	Enter	EMP
Missing Person System (MPS)	Enter Identifiers	EMID
Missing Person System (MPS)	Enter Vehicle - FCN	EMV
Missing Person System (MPS)	Enter Vehicle	EMV
Missing Person System (MPS)	Locate	LM
Missing Person System (MPS)	Cancel	XMP
Missing Person System (MPS)	Cancel Suspect	XMS
Missing Person System (MPS)	Cancel Missing Vehicle	XMV
ORI Functions	Query NCIC ORI File	QO
ORI Functions	Query NLETS ORION File	TQ
ORI Functions	Modify NCIC ORI File	MO
Sex and Arson Registration (VCIN/CLETS)	Enter	ESA
Sex and Arson Registration (VCIN/CLETS)	Update	USA

Sex and Arson Registration (VCIN/CLETS)	Query	QSA
Sex and Arson Registration (VCIN/CLETS)	Contact Message	LCA
Stolen Vehicles System (SVS): California	Inquiry	QV
Stolen Vehicles System (SVS): California	Enter	EV
Stolen Vehicles System (SVS): California	Enter Felony	EVF
Stolen Vehicles System (SVS): California	Enter Plate	EVL
Stolen Vehicles System (SVS): California	Enter Plate Felony	EVFL
Stolen Vehicles System (SVS): California EVLE	Enter Plate Found/Evidence	
Stolen Vehicles System (SVS): California	Enter Part	EVPR
Stolen Vehicles System (SVS): California EVPR	Enter Stolen Vehicle Part	
Stolen Vehicles System (SVS): California EVPF	Enter Part Found/Evidence	
Stolen Vehicles System (SVS): California EVR	Enter Reported Lost Vehicle	
Stolen Vehicles System (SVS): California EVS	Enter Stored Vehicle Record	
Stolen Vehicles System (SVS): California Record EVSH	Enter Impounded Vehicle	
Stolen Vehicles System (SVS): California EVP	Enter Pawned Vehicle Record	
Stolen Vehicles System (SVS): California Record EVRL	Enter Repossessed Vehicle	
Stolen Vehicles System (SVS): California	Cancel	XV
Stolen Vehicles System (SVS): California	Cancel Associate	XVA
Stolen Vehicles System (SVS): California	Locate	LV
Stolen Vehicles System (SVS): California	Locate Associate	LVA
Stolen Vehicles System (SVS): California	Deletion of a Locate	MV
Stolen Vehicles System (SVS): California Locate MV	Deletion of an Associate	
Stolen Vehicles System (SVS): California	Recover	CV
Stolen Vehicles System (SVS): California	Recover in Locate	CV
Stolen Vehicles System (SVS): California	Recover Associate	CVA
Stolen Vehicles System (SVS): California CVA	Recover Associate in Locate	
Stolen Vehicles System (SVS): Oregon	Inquiry	QV
Supervised Release Files (SRF)	Enter	
Supervised Release Files (SRF)	Enter Supervisor Record	ESV
Supervised Release Files (SRF)	Enter PRC Record	ERC
Supervised Release Files (SRF)	Cancel	XVC

Supervised Release Files (SRF)	Inquiry			
Supervised Release Files (SRF) LCA	Contact	Message	by	Mnemonic
Supervised Release Files (SRF)	Contact	Message	by	FCN LCA
Wanted Persons System (WPS): New	WPS	FCN	Inquiry	QW
Wanted Persons System (WPS): New	WPS	Name	Inquiry	QWA
Wanted Persons System (WPS): New	WPS	Numeric	ID Inquiry	QWK
Wanted Persons System (WPS): New	WPS	Clear	Format	CW
Wanted Persons System (WPS): New	WPS	Cancel	Format	XW
Wanted Persons System (WPS): New	WPS	Locate	Format	LW
Wanted Persons System (WPS): New	WPS	Locate	Out of State	RLW
Wanted Persons System (WPS): New	WPS	Enter	Wanted	EWR
Wanted Persons System (WPS): New	WPS	Enter	Temporary	ETR
Wanted Persons System (WPS): California	Enter	Wanted		EWR
Wanted Persons System (WPS): California	Enter	Temporary	Wanted	ETR
Wanted Persons System (WPS): California	Locate	Wanted	Person	LW
Wanted Persons System (WPS): California	Cancel	Wanted	Person	XW
Wanted Persons System (WPS): California	Query	Wanted	Person	QV
Wanted Persons System (WPS): Oregon	Query	Wanted	Person	WP
Canadian Interface	Query	Wanted		WQ
Canadian Interface	Query	Vehicle		VQ
Canadian Interface	Query	Registration		XQ
Canadian Interface	Query	License		UQ
Canadian Interface	Query	Article		CAQ
Canadian Interface	Query	Gun		CGQ
Canadian Interface	Query	Security		CSQ
Canadian Interface	Query	Boat		CBQ
Canadian Interface	Criminal	History	Index	Query IQ
Canadian Interface	Criminal	History	Record	Query FQ
Canadian Interface	Canadian	Help	Files	AMC
Canadian Interface	DL and	Registration	Help	Files AM
NLETS, NICB, Hazmat, Aircraft and Help LEOS	LEO	Request	to Fly	Armed
NLETS, NICB, Hazmat, Aircraft and Help ATQ	Firearms	Tracing		System
NLETS, NICB, Hazmat, Aircraft and Help	I.N.S.	Alien	Query	IAQ
NLETS, NICB, Hazmat, Aircraft and Help NIQ	NICB	Impound/Export		Files

NLETS, NICB, Hazmat, Aircraft and Help	All NICB Files	NAQ	
NLETS, NICB, Hazmat, Aircraft and Help MQ	Hazardous	Material	Query
NLETS, NICB, Hazmat, Aircraft and Help GQ	Aircraft	Registration	Query
NLETS, NICB, Hazmat, Aircraft and Help JQ	Aircraft	Tracking	Query
NLETS, NICB, Hazmat, Aircraft and Help	License Plate Help		AM
NLETS, NICB, Hazmat, Aircraft and Help	Drivers License Help		AM
NLETS, NICB, Hazmat, Aircraft and Help	Criminal History Help		AM
NLETS, NICB, Hazmat, Aircraft and Help	Boat Help		AM
NLETS, NICB, Hazmat, Aircraft and Help AM	Parole	Information	Help
NLETS, NICB, Hazmat, Aircraft and Help AM	Probation	Information	Help
NLETS, NICB, Hazmat, Aircraft and Help AM	Corrections	Information	Help
NLETS, NICB, Hazmat, Aircraft and Help Help AM	Sex	Offender	Registration
California Warrant Abstracts	Standard Warrant Abstract		
California Warrant Abstracts	Alternate Warrant Abstract		
California Warrant Abstracts: Amador Formats Message	Cancel		Warrant
California Warrant Abstracts: Amador Formats Message	Warrant		Request
California Warrant Abstracts: Amador Formats	Hold Message		
California Warrant Abstracts: Amador Formats Message	Warrant		Release
California Warrant Abstracts: Amador Formats Message	Warrant		Pickup
Securities	Inquire on Securities by Serial	QS	
Securities	Inquire on Securities by Owner	QS	
Securities	Enter Single Securities	ES	
Securities	Enter Consecutively Serialized Securities	ESS	
Securities	Locate Singe Security	LS	
Securities	Locate Consecutively Serialized Securities	LSS	
Securities	Clear Single Security	CS	
Securities	Clear Consecutively Serialized Securities	CSS	
Securities	Cancel Single Security	XS	
Securities	Cancel Consecutively Serialized Securities	XSS	
Securities	Modify Single Security	MS	
Securities	Modify Consecutively Serialized Securities	MSS	

Ramey Warrants Need option to identify warrant type as Ramey

11.3 Final Project Acceptance

- a. Upon completion of all Deliverables, Contractor will present County with a Notice of Completion.
- b. Upon receipt of the Notice of Completion, County will i) sign the Notice of Completion, indicating County's final acceptance of the project; or ii) submit in writing to Contractor notice of any errors that County believes exist within the Software.
- c. If County has identified errors, Contractor will have a plan to correct any reproducible Priority 1, errors, as defined in Schedule C. If no Priority 1 errors exist, or if a plan to resolve has been delivered, then Contractor will provide a DAS to be executed by Customer to memorialize Acceptance.

12.0 Project Schedule

The chart below illustrates the timing and duration of the main activities and milestones of the project. The dates are estimates only as of the date of preparation of this Agreement. The chart is intended as an overview to aid in the general understanding of the project schedule. A more detailed schedule will be included in the Project Plan that falls within the overall structure of this summary schedule and that will be used as the working schedule for the project. The current implementation schedule calls for an X to Y month deployment. The Project Schedule will be developed during the Project Initiation phase and will include analysis of the current business cycle before determining a System Cutover target date.

Task/Milestone	Estimated Duration/Interval
Contract Execution	1 Day
Project Kickoff Review Meeting	1 Day (within 30 days of Contract)
Project Plan and Schedule	Within 30 days of Project Kickoff
DOJ Connection	Within 90 days of Project Kickoff
Data Switch Hardware (server availability)	Within 90 days of Project Kickoff
M2 Software Upgrade and new component delivery.	Within 120 days of Project Kickoff
Additional MKEY Delivery and Testing	120 – 150 days of Project Kickoff
Admin and User Training Session	2 days (150 days of Project Kickoff)
System Transition	153 days of Project Kickoff
Acceptance period	30 days of System Transition

13.0 Additional Services

County and Contractor contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party. Services requested of and provided by Contractor that are not within Contractor's obligations under this Agreement shall be subject to the applicable rates as described in Schedule E.

SCHEDULE E—SCHEDULE OF CHARGES AND PAYMENTS

1.0 License Fees

MATX PS.NET M2 Switch Core Server Software*	Existing
M-CLETSINQ CLETS Inquiry (Base)	Existing
MATMAAD M2 Switch Multi Agency Adapter	\$25,000.00
RMSM2CL PS.NET RMS CLETS Client Access License (County)	\$15,000.00
SVR7 M2 Message Key Licensing	\$222,000.00
CA Discount	-\$44,400.00
	<u>TOTAL LICENSE: \$217,600.00</u>

2.0 Implementation Costs

SRVH1 Project Management & Coordination Services	\$1,920.00
SRVH7 M2 Administration Training	\$1,200.00
SRVH7 M2 User Training	\$600.00
	<u>TOTAL IMPLEMENTATION: \$3,720.00</u>

3.0 Maintenance and Support Fees

The maintenance and support fees for the Licensed Software are as follows;

Year One	\$ 0.00
Year Two	\$ 13,680.00
Year Three	\$ 13,680.00
Year Four	\$ 14,364.00
Year Five	\$14,364.00

The annual Maintenance and Support fee for Year One is included in the Total Project Charges and will be paid in accordance with the payment scheduled described in Section 4.1 of this Schedule E. Fees for subsequent years are due on the anniversary date the date of Final Acceptance.

4.0 Payments

4.1 Payment Schedule

The total of all payments is equal to the License Fees from Section 1.0 above and the Implementation Costs from Section 2.0 above, with 30% due at the time of contract signing, as follows:

Total due—Contract Signing (30%):	\$66,396.00
Total due – Installation (30%)	\$66,396.00
Total due—Live operation (30%):	\$66,396.00
Total due – County Section 11 Deliverable Acceptance (10%)	\$22,132.00
	<u>TOTAL OF PAYMENTS: \$221,320.00</u>

- 4.2 The contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of County's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.
- 4.3 Any cost adjustments to the contract must be agreed upon by the parties by amending this contract. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this contract through the Change Request process.
- 4.4 Payment will be made by County upon receipt by County of invoices from Contractor. County will be allowed thirty days to process each payment.
- 4.5 The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.
- 4.6 County reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to County by Contractor.
- 4.7 Reimbursement for Contractor staff travel and travel related costs associated with on-site work done in performance of this contract will be paid at the GSA Standard rate. Meals will be reimbursed on a per diem basis at the current GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by County's Project Manager.

5.0 Payment Terms

All payments are due Net 30 Days following County's receipt of an accurate invoice.

SCHEDULE F— Project Proposal and Vendor Documents

A.EIS – Proposal to Nevada County Sheriffs Multi-Agency, Integrated CLETS Switch Upgrades Document (NCSOMessageSwitch_Proposal_10_27_2017.pdf), which contains:

- a. Proposal prepared by Seller dated October 27, 2017, referenced as Proposal Number: 170088 Rev 3 Dated 10/27/2017.



Appendix B1 – Project Overview and Features

M2 Enhancement Integrated CLETS– Nevada County Sheriffs

10/27/2017 Rev 1

Project Overview

Nevada County Sheriff's office is seeking to expand the existing EIS M2 data switch to support an extended set of message keys, and to provide the EIS CLETS client to a defined sub-set of agencies operating within Nevada County. The intent of the project is to replace the identified functionality of the existing DataMaxx switch currently in operations within Nevada County, so the DataMaxx switch can be retired from service. Since the agency currently possesses license to the EIS M2 data switch, which is also certified for direct CLETS connection, the existing switch can be enhanced to support the requested functionality. Additionally, the EIS M2 switch also supports integration with the CAD, RMS and JMS systems currently used through the County and can provide enhanced integration capabilities within the context of these standard applications. The EIS M2 data switch is modular in nature and new components/interface pieces can be added incrementally as needed by the agency. Within the context of this proposal EIS has included a set of enhancements based on the expressed desire of the agency's and indicated additional options (not included in the proposed system) where noted. The enhanced switch will include the indicated enhancements to the M2 data Switch to support multi agency operations and the contracted set of message keys configured based on Cal DOJ CLETS standards. The proposal included the integrated CLETS forms within the RMS, JMS (and optionally in CAD) provided through the standard EIS RMS Thick-Client application. The proposal includes agency licensing for the following agencies:

- Nevada County Sheriff's Office
- Nevada City Police Department
- Nevada County Courts
- Nevada County District Attorney's office
- Nevada County Parole and Probation

It is understood that Truckee Police Department and Grass Valley Police Department maintain a direct switch to CLETS and will not be utilizing the NCSO's data switch for access. As such these agencies have not been included within this proposal.

Currently the NCSO holds license to the standard EIS M2 data switch, configured for a single agency and the base set of CLETS inquiry message keys. The existing switch is routing through the existing DataMaxx switch to access Cal DOJ. As part of this project the existing EIS proposes to enhance the existing data switch utilized by the NCSO with the following upgrades:

1. Addition of Multi-agency agency support within the switch, supporting multiple ORI's and agency bound mnemonics.

2. Changing connection from DataMaxx to Cal DOJ Direct connection.
3. Addition of M2 CLETS entry adapter software.
4. Development and testing of integrated CLETS masks within RMS Client (EIS will provide context integration where relevant) – includes data mapping.
5. Deployment of System security controls for client-user management as part of AAC Manager.
6. Deployment of CLETS unformatted Pass-through mask (Manual Syntax).

M2 Options **Not** included in this proposal:

1. External connection web service API – allows remote systems to access the switch and pass CLETS traffic through M2.
2. Browser Based (ASP.MVC) interface forms – provides a web based, non-integrated set of CLETS masks.

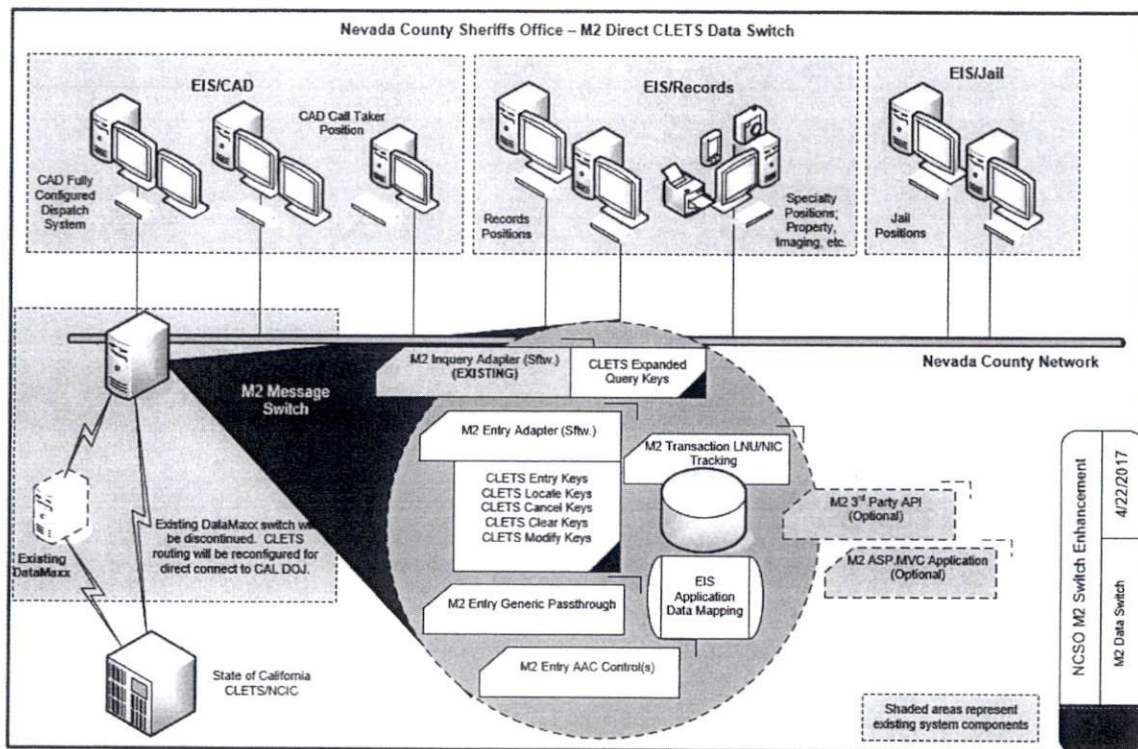


Fig1. General NCSO Data Switch component upgrade.

M2 CLETS Network Client Deployment

CLETS access will be deployed as an integrated component within the EIS RMS workstation Software. All clients wishing to utilize the CLETS access will need to be able to operate the full EIS RMS workstation client from their workstation location. Software deployment strategies are predicated on the standard RMS workstation deployment requirements. Each client workstation will require:

1. EIS Client RMS software deployed to workstation Program Files Directory, with read and write access for logging. All workstations will need to comply with minimum workstation requirements.
2. Access to the system AppLife autoupdating location (Network share or FTP) hosted on the Sheriff's office Application server.
3. M2 addressing and message routing configuration to be added to County M2 Management system.
4. Specific User accounts created for each user accessing CLETS function within the EIS AAC module.
5. Each workstation will require a mnemonic assigned by Cal DOJ. Existing addresses will need to be reconciled with Cal DOJ as part of the workstation transition.

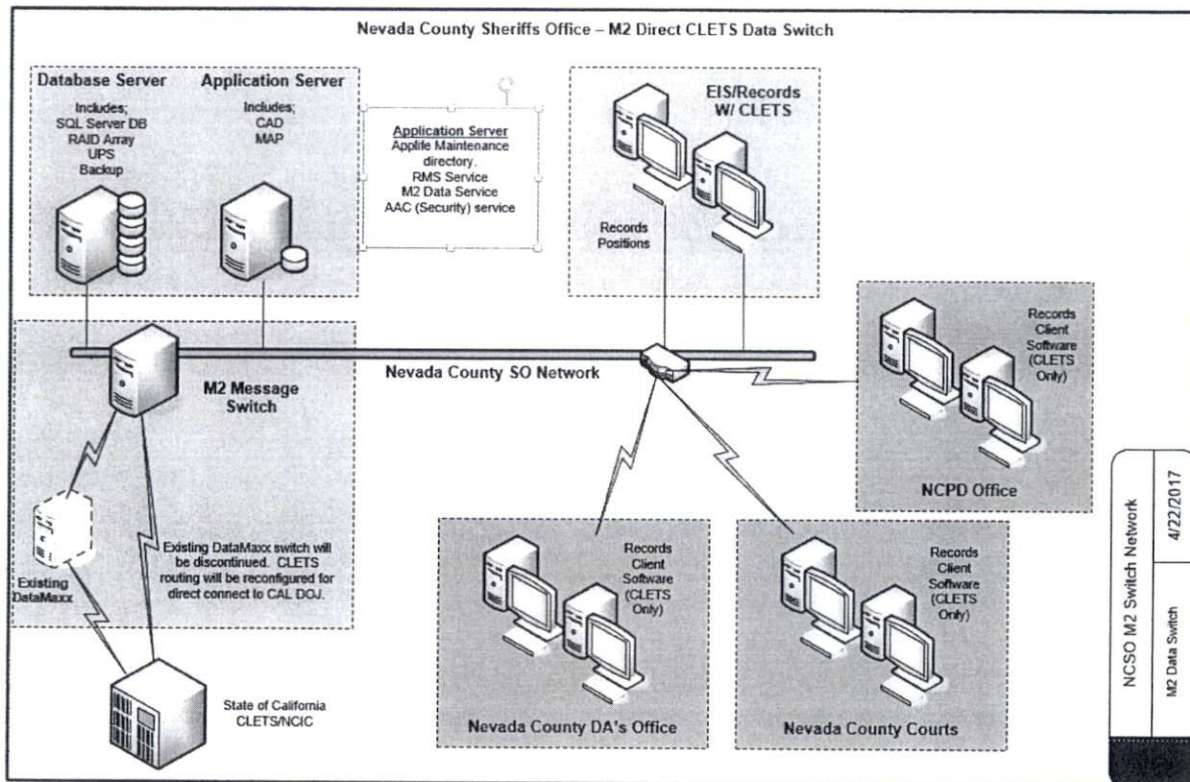


Fig2. Distributed Network Overview.

Workstation Hardware

EIS Records programs are designed to operate on any standard business class Windows workstation. EIS programs can generally operate on any PC that is capable of running standard Windows applications. Records workstations can be conveniently placed at the discretion of the Agency on desktops, tables, or other operator positions within the agency.



The basic UI provided within the RMS workstation is completely new, and has been designed to accommodate extended displays provided by wide aspect ratio monitors. The new RMS system is designed to run on wide aspect monitors operating at 1920 x 1080 resolutions.

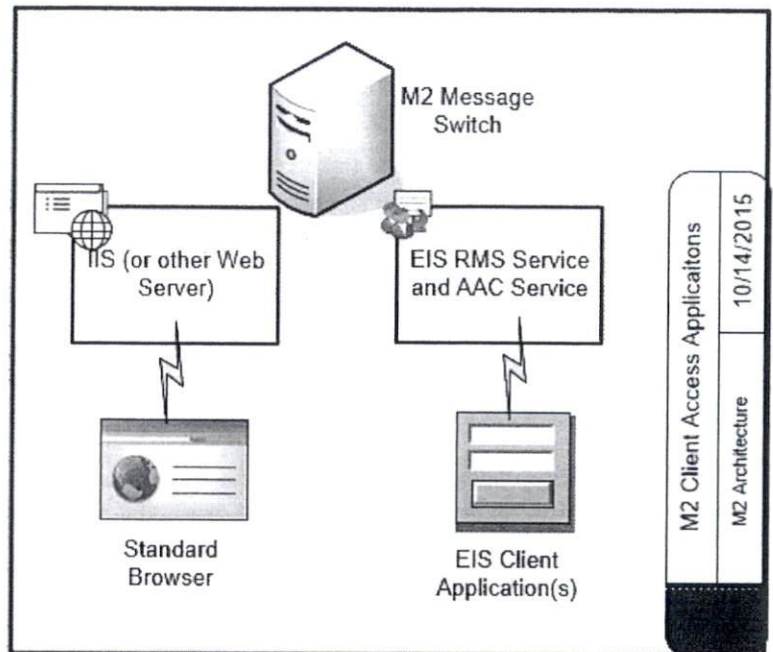
The PS.NET programs generally require approximately 100 to 300 MB of disk for installation; depending on the number and type of programs being installed. Recommended minimum platform specifications are:

Hardware requirements for RMS2 Workstation client*, **	
Requirement	Notes
Processor	Intel Core i5 Processor or higher
Memory	8 GB, Minimum
Screen Resolution	The new RMS, JMS, and CAD systems have been designed for wide aspect ratio displays. EIS applications require both a monitor and video card capable of providing a minimum screen resolution of 1920x1080.
Monitor Size	24.5 inch minimum widescreen flat panel display. 24 inch minimum for Property workstations running minimum resolution of 1920x1080.
Hard-disk	200 GB
Keyboard	Full Enhanced 101 Key Standard Keyboard
CD-ROM	DVD-ROM/RW
Network	100/1000 NIC
	* Several factors are involved affecting performance of the PS.NET system. Among them are network bandwidth, server speed (including processor, hard drive and system speeds), memory, and number and function of concurrent users. These specifications detailed represent the minimum.
	*Users should note that RMS programs require a minimum screen resolution as specified to eliminate window scrolling. This resolution fits well on newer 24 inch wide aspect ratio monitors. Most standard aspects of the RMS can operate at lower resolutions if required.
Software requirements for PS.NET RMS2 Workstation	
Windows OS	Windows7 (32bit or 64bit), Windows 8.1 and Windows 10.

CLETS Integrated Workstation Client

CLETS access can be provided through either an embedded component within the standard EIS application software and/or as a general Browser based (ASP.MVC) application client. While the M2 data switch can support both client based and browser based access simultaneously, the Nevada County installation will be provided as an integrated component within the RMS client, and appropriate workstation licensing will be provided to support the named/licensed agencies. Within the integrated approach the desired (defined) set of message keys will be provided as features within the core RMS client and integrated directly to RMS data screens where a direct association between the record and the CLETS message is relevant. Messages that do not have a direct correlation between a data record entered into the RMS and CLETS will be accessible from the CLETS direct menu option located on the RMS toolbar.

The browser based interface is not currently proposed, and can be purchased at a future date if desired by the County. If a need arises, the Nevada County Sheriff's office will have the ability to purchase and expand the switch with additional message keys, the browser based access portal and/or the 3rd party pass-through API Service.



The proposed Integrated CLETS Client software provides an integrated connection to CLETS for the entry, query, cancel and clearance of specific CLETS transactions directly from within the RMS, and other EIS supporting client applications. The M2 data switch currently supports the California State Gateway adapter which can be utilized to perform inquiry and entry functions into CLETS as part of normal operations. Entry functions are bound to the related data screens in the RMS. The Entry process extracts previously entered data from the RMS to be used as part of the CLETS entry, thus eliminating redundant data entry.

Switch Integration with RMS

A common set of message keys can be configured within the RMS to support inquiry, entry and update functions within external information systems, including State Switches (CLETS). The integrated messages pull information contained within the associated RMS data record for use within the transaction, this approach eliminates redundant data entry between the two systems and help ensures data accuracy. Depending on the message type selected the user may be presented with a transactional data screen containing additional data elements that may be useful within the transaction.

Integrated transactional capabilities are typically provided for a standard set of message types specifically related to the records contained within the RMS. These transactions generally include, Property Messages, Warrants, Missing Persons, Vehicles and a few others (depending on agency). Additional keys can be provided as required.

AGENCY: WCSO NUMBER: 11000007 DATE: 11/01/2013 OFFICER: 1144 - LOFTUS, BRUCE
CASE TYPE: ASSAULT - A REPORT TYPE: ASSAULT - A WORKFLOW STATUS: REJECT

NAME DETAIL

Entry No: 8 Report Ref No: Involvement: SU Juvenile Non-Disclosure

Business NAME: MISSLER, ADAM MNI: PIN: BOOK

HOME: 133 W HAWTHORN PL Apt: City: VANCOUVER State: WA Zip Code: 92501 A ORLEDS

MAIL: Apt: City: VANCOUVER State: WA Zip Code: 92501 A

OTHER: Apt: City: VANCOUVER State: WA Zip Code: 92501 A

HOME: CELL: PHONE: Residency:

DOB: 04/15/1966 Age Range: 47 to Sex: M Race: W Hair: BRO Eyes: BRO Height: 600 Weight: 175 Build: Skin: POB: Citizen: Deceased Date: / /

OLN: SOC: FBI: STATE

LOCAL: ID: ID: Deceased Date: / /

Context Menu:

- ORLEDS
- GQ
- Cancel
- Clear
- Entry → Enter Missing
- Locate → Enter Person of Int
- Query → Enter Supplemental
- Audit → Enter Warrant

Fig 4. Integrated NCIC/NLETS within RMS Client – associated with RMS record entity (Names).

NG REPORT MGMT ORLEDS INBOX UTILITY EXIT

- GQ
- Cancel
- Clear
- Entry → Admin Message LEADS
- Locate → Admin Message NCIC
- Query → Enter Boat
- Audit → Enter Corr Offender
- Enter Gun
- Enter License
- Enter Missing
- Enter Part
- Enter Person of Int
- Enter Prisoner Trans
- Enter Property
- Enter Protect
- Enter Ser Property
- Enter Sex Offender

Fig 5. Integrated NCIC/NLETS within RMS Client – not associated with RMS record entity – published on system menu.

NOTE: Message forms not mapped to a specific data entity (names, Vehicles and Property) within an RMS report will be provided as part of the general NCIC mask collection accessible from the application Menu (Fig 5). Forms accessed from the main application menu do not maintain a related data context related to a specific RMS record, and will be presented to the user as an empty CLETS mask form, with no records data represented.

General Process

At any point in entering or accessing a record in the RMS the external messaging can be accessed. The operator (if issued appropriate security access) will be able to post the transaction to the DOJ data systems by performing an electronic "Transaction" into CLETS. At the base of the related RMS data form, the system will present the "External" message key selector and associated "Submit" button. With an active record displayed the user simply selects the desired message transaction from the selector. A new data form may be presented detailing the required and optional fields required for CLETS entry, and the related information will have been extracted from the associated record and presented within the transaction screen. When ready the user simply selects the proper MKE option (sub-set of the primary message transaction) to execute the transaction to CLETS. Transactions will be routed to CLETS through the M2 switch via the existing County Message Switch or direct connect.

The proposed CLETS integration includes the defined set of CLETS Entry and Clear transactions related to the record information, and additional keys may be presented based on the module and supported transaction types. The system will attempt to track the returned transaction identification number from CLETS resulting from the initial entry, including transaction id, user performing action and other related transaction information.

The screenshot displays a software interface for data entry. At the top, it shows 'AGENCY: WCSO', 'NUMBER: 11000007', 'DATE: 11/01/2013', 'OFFICER: 1144 - LOFTUS, BRUCE', and 'REPORT TYPE: ASSAULT - A'. Below this is a form with several sections: 'PERSONAL INFORMATION' (Name: MISSLER, ADAM; Address: 133 W HAWTHORNE PL; DOB: 04/25/1986), 'VEHICLE INFORMATION' (Vehicle ID: 112234), and 'ADDITIONAL INFORMATION'. A dropdown menu is open, showing a list of message transaction codes and descriptions, such as 'EMCC - Enter Missing Person Catastrophe with Caution', 'EMDC - Enter Missing Person Disability with Caution', and 'EMJ - Enter Missing Person Juvenile'. The interface includes various input fields, checkboxes, and buttons like 'Clear' and 'Submit'.

Fig 6. Integrated NCIC mask with data mapping to RMS data entity.

RMS General External Interface Message Type Selection

Each form is activated according to the transaction type selected on the initiating screen. Once initialized the External Interface screen will be presented according to the type of record to be transmitted, however the user may select an alternate item type as appropriate (e.g. boat and vehicle types from the main vehicles screen can be selected). Each form will contain the [MKE] field to select the specific transaction message to be sent.



Expanded Message Key forms: NCSO has requested support for the following message keys within the CLETS user interface. The following Keys will be developed and tested for use as part of the system delivery. Keys highlighted in **Green** denote keys existing in the current NCSO switch.

<u>Part #</u>	<u>CLETS Section</u>	<u>Description</u>	<u>Key</u>
SVR13	Main	CADL/WPS Master Query (27/29)	27/29
SVR13	Main	CA Vehicle Master Query (28/29)	28/29
SVR13	Driver License Queries: California	Inquiry on License by ID	ID
SVR13	Driver License Queries: California	Inquiry on License by Name	IN
SVR13	Driver License Queries: California	Inquiry on License by Name	DQ
SVR13	Driver License Queries: California	California Request Photo/Subject Info	CRP
SVR13	Driver License Queries: Oregon	Inquiry on License by ID/Name	DLR/DLP
SVR13	Driver License Queries: NLETS	Inquiry on License by Name	DQ
SVR13	Driver License Queries: NLETS	Inquiry on License by OLN	DQ
SVR13	Driver License Queries: NLETS	Inquiry on License by Search	DNQ
SVR13	Driver License Queries: NLETS	Inquiry on License History by Name	KQ - Name
SVR13	Driver License Queries: NLETS	Inquiry on License History by OLN	KQ-OLN
SVR13	Registration Queries: California	Inquiry on Registration by ID	IV
SVR13	Registration Queries: California	Inquiry on Registration by Name	IN
SVR13	Registration Queries: California	Parking/Toll Inquiry on Vehicle/Boat Registration by Lic/Vin/Reg	PA LP/IP/LB
SVR13	Registration Queries: Oregon	Inquiry by LIC	RQ
SVR13	Registration Queries: NLETS	Inquiry by VIN	RQ
SVR13	Registration Queries: NLETS	Inquiry on Boat	BQ
SVR13	Registration Queries: NLETS	Inquiry on Snowmobile	SQ
SVR13	Criminal Histories: California	Alpha Name Inquiry	QHA
SVR13	Criminal Histories: California	Numeric Inquiry	QHN
SVR13	Criminal Histories: California	Personal Description Inquiry	QHP
SVR13	Criminal Histories: California	Transcript Inquiry	QHY
SVR13	Criminal Histories: California	Personal Description Inquiry	QHC
SVR13	Criminal Histories: California	Manual Criminal History	QMH
SVR13	Criminal Histories: NCIC	Index Inquiry	QH
SVR13	Criminal Histories: NCIC	Record Inquiry	QR
SVR13	Criminal Histories: NLETS	Index Inquiry	IQ
SVR13	Criminal Histories: NLETS	Record Inquiry	FQ
SVR13	Criminal Histories: NLETS	Administrative History Inquiry	AQ
SVR13	Criminal Histories: NLETS	Administrative History Response	AR
SVR13	Administrative Messages	NLETS Administrative Message	AM
SVR13	Administrative Messages	CLETS Administrative Message	N
SVR13	Armed Prohibited Persons System (APPS)	Inquire on Personal Data Record	QUP
SVR13	Armed Prohibited Persons System (APPS)	Inquire on ID Number	QYN



SVR13	Armed Prohibited Persons System (APPS)	Inquire on Gun Serial Number	QYC
SVR13	Armed Prohibited Persons System (APPS)	Inquire on SRF QVC	APP
SVR13	Automated Boats System (ABS): California	Inquiry	QB
SVR13	Automated Boats System (ABS): California	Enter Boat	EB
SVR13	Automated Boats System (ABS): California	Enter Boat Pawned	EBPW
SVR13	Automated Boats System (ABS): California	Enter Boat Part Record	EBP
SVR13	Automated Boats System (ABS): California	Stored Boat Record	EBS
SVR13	Automated Boats System (ABS): California	Repossessed Boat Record	EBR
SVR13	Automated Boats System (ABS): California	Lost Boat Record	EBRL
SVR13	Automated Boats System (ABS): California	Cancel	XV
SVR13	Automated Boats System (ABS): California	Cancel Associate	XVA
SVR13	Automated Boats System (ABS): California	Locate Boat Record	EBRL
SVR13	Automated Boats System (ABS): California	Locate Associate Boat Record	LBA
SVR13	Automated Boats System (ABS): California	Locate Delete	MB
SVR13	Automated Boats System (ABS): California	Locate Delete Associate	MB
SVR13	Automated Boats System (ABS): California	Recover	CB
SVR13	Automated Boats System (ABS): California	Recover in Locate	CB
SVR13	Automated Boats System (ABS): California	Recover Associate	CBA
SVR13	Automated Boats System (ABS): California	Recover Associate in Locate	CBA
SVR13	Automated Firearms System (AFS): California	Inquiry of Firearm Record by Exact Name	QGHX
SVR13	Automated Firearms System (AFS): California	Enter Firearm Record	EG
SVR13	Automated Firearms System (AFS): California	Historical Entry	EG
SVR13	Automated Firearms System (AFS): California	Locate Firearm	LG
SVR13	Automated Firearms System (AFS): California	Cancel Firearm	XG
SVR13	Automated Firearms System (AFS): Oregon	Query Firearm	QG
SVR13	Automated Property System (APS): California	Inquiry by Serial Number	QA



SVR13	Automated Property System (APS): California	Enter Single Property Record	EA
SVR13	Automated Property System (APS): California	Enter Group Property Record	EAA
SVR13	Automated Property System (APS): California	Enter Pawn/Buy Record	EP
SVR13	Automated Property System (APS): California	Enter Pawn/Buy Non-Serialized Record	EPN
SVR13	Automated Property System (APS): California	Locate Single Property Record	LA
SVR13	Automated Property System (APS): California	Locate Group Property Record	LAA
SVR13	Automated Property System (APS): California	Cancel Single Property Record	XA
SVR13	Automated Property System (APS): California	Cancel Group Property Record	XAA
SVR13	Automated Property System (APS): Oregon	Query Property	QP
SVR13	Domestic Violence Restraining Order System (DVROS)	Enter Restraining Order	ERO
SVR13	Domestic Violence Restraining Order System (DVROS)	Enter Proof of Service on Other Agencies Order	SRO
SVR13	Domestic Violence Restraining Order System (DVROS)	Proof of Service Cancel	MRO
SVR13	Domestic Violence Restraining Order System (DVROS)	Modify	MOD
SVR13	Domestic Violence Restraining Order System (DVROS)	Cancel	XRO
SVR13	Domestic Violence Restraining Order System (DVROS)	Inquiry	QRR
SVR13	Domestic Violence Restraining Order System (DVROS)	Inquiry of Restrained Person	QRP
SVR13	Domestic Violence Restraining Order System (DVROS)	Violation Message Inquiry	QRR1
SVR13	Domestic Violence Restraining Order System (DVROS)	Violation Message Entry	EVM
SVR13	Domestic Violence Restraining Order System (DVROS)	Violation Message Modify	MVM
SVR13	Domestic Violence Restraining Order System (DVROS)	Violation Message Additional Comment	CVM
SVR13	Hit Confirmations: CLETS	Hit Confirmation Request	YQ
SVR13	Hit Confirmations: CLETS	Hit Confirmation Response	YR
SVR13	Hit Confirmations: NLETS	Hit Confirmation Request	YQ
SVR13	Hit Confirmations: NLETS	Hit Confirmation Response	YR
SVR13	Mental Health Firearm (MHFPS)(CA)	Query by Name	FQA
SVR13	Mental Health Firearm (MHFPS)(CA)	Query by Numeric Identifiers	FQN
SVR13	Mental Health Firearm (MHFPS)(CA)	Query by Record Number	FQP
SVR13	Missing Person System (MPS)	Inquiry	QM
SVR13	Missing Person System (MPS)	Enter	EMP
SVR13	Missing Person System (MPS)	Enter Identifiers	EMID



SVR13	Missing Person System (MPS)	Enter Vehicle - FCN	EMV
SVR13	Missing Person System (MPS)	Enter Vehicle	EMV
SVR13	Missing Person System (MPS)	Locate	LM
SVR13	Missing Person System (MPS)	Cancel	XMP
SVR13	Missing Person System (MPS)	Cancel Suspect	XMS
SVR13	Missing Person System (MPS)	Cancel Missing Vehicle	XMV
SVR13	ORI Functions	Query NCIC ORI File	QO
SVR13	ORI Functions	Query NLETS ORION File	TQ
SVR13	ORI Functions	Modify NCIC ORI File	MO
SVR13	Sex and Arson Registration (VCIN/CLETS)	Enter	ESA
SVR13	Sex and Arson Registration (VCIN/CLETS)	Update	USA
SVR13	Sex and Arson Registration (VCIN/CLETS)	Query	QSA
SVR13	Sex and Arson Registration (VCIN/CLETS)	Contact Message	LCA
SVR13	Stolen Vehicles System (SVS): California	Inquiry	QV
SVR13	Stolen Vehicles System (SVS): California	Enter	EV
SVR13	Stolen Vehicles System (SVS): California	Enter Felony	EVF
SVR13	Stolen Vehicles System (SVS): California	Enter Plate	EVL
SVR13	Stolen Vehicles System (SVS): California	Enter Plate Felony	EVFL
SVR13	Stolen Vehicles System (SVS): California	Enter Plate Found/Evidence	EVLE
SVR13	Stolen Vehicles System (SVS): California	Enter Part	EVPR
SVR13	Stolen Vehicles System (SVS): California	Enter Stolen Vehicle Part	EVPR
SVR13	Stolen Vehicles System (SVS): California	Enter Part Found/Evidence	EVPF
SVR13	Stolen Vehicles System (SVS): California	Enter Reported Lost Vehicle	EVRL
SVR13	Stolen Vehicles System (SVS): California	Enter Stored Vehicle Record	EVS
SVR13	Stolen Vehicles System (SVS): California	Enter Impounded Vehicle Record	EVSH
SVR13	Stolen Vehicles System (SVS): California	Enter Pawned Vehicle Record	EVP
SVR13	Stolen Vehicles System (SVS): California	Enter Repossessed Vehicle Record	EVRL
SVR13	Stolen Vehicles System (SVS): California	Cancel	XV
SVR13	Stolen Vehicles System (SVS): California	Cancel Associate	XVA
SVR13	Stolen Vehicles System (SVS): California	Locate	LV



SVR13	Stolen Vehicles System (SVS): California	Locate Associate	LVA
SVR13	Stolen Vehicles System (SVS): California	Deletion of a Locate	MV
SVR13	Stolen Vehicles System (SVS): California	Deletion of an Associate Locate	MV
SVR13	Stolen Vehicles System (SVS): California	Recover	CV
SVR13	Stolen Vehicles System (SVS): California	Recover in Locate	CV
SVR13	Stolen Vehicles System (SVS): California	Recover Associate	CVA
SVR13	Stolen Vehicles System (SVS): California	Recover Associate in Locate	CVA
SVR13	Stolen Vehicles System (SVS): Oregon	Inquiry	QV
SVR13	Supervised Release Files (SRF)	Enter	
SVR13	Supervised Release Files (SRF)	Enter Supervisor Record	ESV
SVR13	Supervised Release Files (SRF)	Enter PRC Record	ERC
SVR13	Supervised Release Files (SRF)	Cancel	XVC
SVR13	Supervised Release Files (SRF)	Inquiry	
SVR13	Supervised Release Files (SRF)	Contact Message by Mnemonic	LCA
SVR13	Supervised Release Files (SRF)	Contact Message by FCN	LCA
SVR13	Wanted Persons System (WPS): New	WPS FCN Inquiry	QW
SVR13	Wanted Persons System (WPS): New	WPS Name Inquiry	QWA
SVR13	Wanted Persons System (WPS): New	WPS Numeric ID Inquiry	QWK
SVR13	Wanted Persons System (WPS): New	WPS Clear Format	CW
SVR13	Wanted Persons System (WPS): New	WPS Cancel Format	XW
SVR13	Wanted Persons System (WPS): New	WPS Locate Format	LW
SVR13	Wanted Persons System (WPS): New	WPS Locate Out of State	RLW
SVR13	Wanted Persons System (WPS): New	WPS Enter Wanted	EWR
SVR13	Wanted Persons System (WPS): New	WPS Enter Temporary	ETR
SVR13	Wanted Persons System (WPS): California	Enter Wanted	EWR
SVR13	Wanted Persons System (WPS): California	Enter Temporary Wanted	ETR
SVR13	Wanted Persons System (WPS): California	Locate Wanted Person	LW
SVR13	Wanted Persons System (WPS): California	Cancel Wanted Person	XW
SVR13	Wanted Persons System (WPS): California	Query Wanted Person	QV
SVR13	Wanted Persons System (WPS): Oregon	Query Wanted Person	WP
SVR13	Canadian Interface	Query Wanted	WQ
SVR13	Canadian Interface	Query Vehicle	VQ
SVR13	Canadian Interface	Query Registration	XQ
SVR13	Canadian Interface	Query License	UQ
SVR13	Canadian Interface	Query Article	CAQ



SVR13	Canadian Interface	Query Gun	CGQ
SVR13	Canadian Interface	Query Security	CSQ
SVR13	Canadian Interface	Query Boat	CBQ
SVR13	Canadian Interface	Criminal History Index Query	IQ
SVR13	Canadian Interface	Criminal History Record Query	FQ
SVR13	Canadian Interface	Canadian Help Files	AMC
SVR13	Canadian Interface	DL and Registration Help Files	AM
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	LEO Request to Fly Armed	LEOS
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Firearms Tracing System	ATQ
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	I.N.S. Alien Query	IAQ
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	NICB Impound/Export Files	NIQ
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	All NICB Files	NAQ
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Hazardous Material Query	MQ
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Aircraft Registration Query	GQ
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Aircraft Tracking Query	JQ
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	License Plate Help	AM
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Drivers License Help	AM
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Criminal History Help	AM
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Boat Help	AM
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Parole Information Help	AM
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Probation Information Help	AM
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Corrections Information Help	AM
SVR13	Canadian Interface NLETS, NICB, Hazmat, Aircraft and Help	Sex Offender Registration Help	AM
SVR13	California Warrant Abstracts	Standard Warrant Abstract	
SVR13	California Warrant Abstracts	Alternate Warrant Abstract	
SVR13	California Warrant Abstracts: Amador Formats	Cancel Warrant Message	
SVR13	California Warrant Abstracts: Amador Formats	Warrant Request Message	
SVR13	California Warrant Abstracts: Amador Formats	Hold Message	
SVR13	California Warrant Abstracts: Amador Formats	Warrant Release Message	
SVR13	California Warrant Abstracts: Amador Formats	Warrant Pickup Message	



SVR13	Securities	Inquire on Securities by Serial	QS
SVR13	Securities	Inquire on Securities by Owner	QS
SVR13	Securities	Enter Single Securities	ES
SVR13	Securities	Enter Consecutively Serialized Securities	ESS
SVR13	Securities	Locate Single Security	LS
SVR13	Securities	Locate Consecutively Serialized Securities	LSS
SVR13	Securities	Clear Single Security	CS
SVR13	Securities	Clear Consecutively Serialized Securities	CSS
SVR13	Securities	Cancel Single Security	XS
SVR13	Securities	Cancel Consecutively Serialized Securities	XSS
SVR13	Securities	Modify Single Security	MS
SVR13	Securities	Modify Consecutively Serialized Securities	MSS
SVR13	Ramey Warrants	Need option to identify warrant type as Ramey	

Deliverable Documentation: EIS to provide a user addendum detailing: User Interface concepts Stand-Alone operations & User interface Concepts for Integrated.

Project Cost Overview

Upgrade Action 1: Update the existing NCSO M2 data Switch as specified herein.

Estimated Interface Total: \$ 217,600.00

Deliverable Timing

Within 180 days of receipt of development order or as otherwise agreed.

Proposal

Interface cost estimates are based on the transactions as defined within this document and the assumptions specified.

1. The interface will materially conform to the specifications defined within the referenced specification, and/or defined in the mutually agreed development specification.
2. Data values contained within the RMS/JMS will be mapped to values required by CLETS as part of screen integration mapping. This may require the modification of data values currently utilized by the NCSO as part of the RMS/JMS to accommodate the mapping requirements. Data values contained within the RMS/JMS that are not consistent with the CLETS requirements will require translation or modification in the base code table.
3. **No third-party software or hardware is anticipated for this project. Proposal Includes EIS development, testing, and installation on customer premises. Any costs associated with services required by any 3rd party or any other vendor are not included within this proposal.**
4. No hardware or third party software is proposed or provided in support of the proposed interface.
5. Acceptance testing period (30 days following use of the interface in production environment.)

Interface Data exchange format

Provided within each transaction segment above.



D-1: EIS System Hardware Specifications

The purpose of this section is to define the minimum and recommended hardware and system level software requirements to support the EIS Public Safety Software Suite. Each Agency has differing needs and deployment strategies associated with their information systems; as such each installation will vary in approach and configuration. The information and recommendations presented provide general guidelines for planning purposes only. Agencies contemplating hardware purchases pursuant to the installation of an EIS system should contact EIS for specific recommendations prior to ordering.

GENERAL SYSTEM REQUIREMENTS

As a general rule, EIS applications are designed around current Windows reference platforms. Agencies should pay special attention to operating system recommendations, minimum system requirements, display resolution requirements, and network requirements. It is also important to reference Microsoft compatibility documentation for current Windows platforms when selecting workstation and server operating systems.

In general, the EIS applications are designed to operate with current Microsoft Windows operating systems and platforms. Compatibility with older operating systems and older platforms cannot be guaranteed and will need to be evaluated on a case-by-case basis. It is important to note, that certain EIS applications are system resource demanding, and will require higher end hardware to achieve optimum performance. CAD with Advanced Mapping is an especially demanding application with strict response time and reliability requirements. Running this application under the Windows graphical environment requires substantial processing capability and a well-tuned operating platform. The system is also compatible with Microsoft Windows cluster configurations.

HARDWARE

The new system is built on the latest Microsoft technology and as such, the hardware and operating requirements are relatively uniform across the suite of products. The hardware supporting the software will need to be powerful enough to run the appropriate operating systems and supporting software, and as such relatively newer machines will be required. While there are some minimum requirements associated with the hardware, there is no proprietary hardware used, and all system hardware is comprised of standard workstation and server machines commonly available from multiple vendors. The specific hardware requirements associated with each of the system modules are provided in the following. The following requirements apply to all EIS applications and include client and server workstations.

SYSTEM SOFTWARE

EIS programs are 64-bit applications designed to operate under the Microsoft Windows Operating Systems. The software is fully compatible with Windows 7, Windows 8 and Windows 10 desktop O/S's. Windows 10 is the preferred operating system for client workstations. Windows 2012 or higher Server is recommended for servers. If existing equipment is to be utilized in the new EIS system, the agency must



Microsoft Message Queue Services	Each server running EIS server applications requires that the Microsoft Message Queue services be installed. Generally, only one server will have message queues configured.

System Server Hardware

Clients operating CAD, RMS should have a **minimum of two servers:**

1. **Database Server:** A server dedicated to running MS SQL server 2008 R2 (Or higher). 64bit Windows Server OS, we recommend 32 – 64 GB ram. 500 GB of disk storage, Raid 5.
2. **Application server:** 64bit Windows Server OS, we recommend 64GB ram running Windows Server 2012. (This server runs about 8-15 server-side applications supporting core switching, State, RMS, Mobiles, IFR etc.)

The following requirements are specific to server installations; (see following pages)

General Hardware Requirements for Database server	
Component	Minimum Specification
Processor	Intel Quad Core i7 or Xeon 2.5 GHz or higher
Memory	128GB or more 64 Bit OS
Storage	500 GB Minimum in a RAID 5 configuration, 15K RPM Drives
Network	100/1000 NIC
Backup	20/40 GB DLT/DAT
CD/DVD	DVD RW
OS	Windows Server 2012 Standard 64 Bit or better
Case	Rack unit, Mid tower or larger

Database Server Specifications

This server is a critical system component and provides the core database for the entire System. All of the proposed application databases and security databases will be housed on the centralized database server computer. It is highly recommended that the database server be a dedicated hardware server exclusively installed to support the Microsoft SQL Server database and that no other applications or processes are configured to operate on this machine. The Database Server should meet the following minimum specifications:

Memory Processor guidelines for EIS database server

* Several factors are involved affecting performance of the EIS system. Among them are network bandwidth, server speed (including processor, hard drive and system speeds), memory, and number and function of concurrent users. These specifications detailed represent the minimum.

Clients	Processor	Memory 1	Hard-disk	Network‡
1-10	Intel QuadCore Intel® i5 or Xeon higher	16 GB on 64 bit OS.	RAID 5	100MB
11-20	Intel QuadCore Intel® i7 or Xeon higher	32 GB on 64 bit OS.	RAID 5	100MB
21-50	Dual Intel QuadCore Intel® i7 or Xeon higher	62 GB on 64 bit OS.	RAID 5 or 10	100MB or Gigabit
50-200	Dual Intel QuadCore Intel® Xeon higher	128 GB on 64 bit OS.		1 GB
201+	Custom Configuration			

Configuration Notes

† It is recommended that the database server be a dedicated hardware server to supporting the EIS applications, and exclusively servicing EIS system activity. All recommendations are assuming that the Database server is dedicated. If the Database or other server resource is to be shared with or other applications on the server and/or network additional considerations will apply.

‡ Dedicated bi-directional network bandwidth for the server or connection point between the server and clients (including internet connection if applicable)—each client requires a minimum of 700KB of available bandwidth.



1 Hard disk space requirements indicated are based on an average anticipated usage model. Actual recommended storage recommendations are dependent on the size and activity level of the client agency and should be calculated using the agencies actual activity profile. Larger data items include incident reports and photos or scanned documents.

General guidelines follow:

Total hard disk space is typically calculated at approximately 55KB per case, excluding document and image storage. This includes related MNI/MVI entries and proportional numbers of other data files.

DISK STORAGE REQUIREMENTS

To ensure continuity of operation, provisions should be made for hardware redundancy in disk drive sub-subsystems. As a minimum EIS recommends implementing a RAID disk configuration utilizing either a RAID 5 or 10 approach. The baseline EIS recommendation is to implement a hardware-based RAID 5 or RAID 10 disk configuration, however, smaller agencies with lower volume basic disk mirroring (RAID 1) may be sufficient. High RPM SAS/SATA based disks are preferred.

DATABASE SERVER OPERATING SYSTEMS

EIS programs are 64-bit applications developed to run specifically under the Microsoft Windows Operating Systems. EIS server software is fully compatible with Standard Windows Server Editions, Windows Server 2012 Server Edition is recommended for servers.

DATABASE MANAGEMENT SYSTEM

The proposed EIS system uses Microsoft's SQL Server as the central data repository, and a fully licensed SQL Server database must be operational on the network. To support the operations of the Microsoft SQL Server database software, a Windows server must be provided and dedicated to supporting the database. SQL Server 2008 R2, 2012, 2014 and 2016 is highly recommended and users with older versions should upgrade and apply the latest SQL Server service pack prior to installation. The EIS system supports SQL Server 2008 R2, 2012, 2014 and 2016.

Software requirements for EIS database server*†		
Component	Minimum Specification	Modifiers
Windows Server	Windows Server 2012or later	
Microsoft SQL Server	SQL Server SQL Server 2014	



.NET Framework ¹	3.5 and 4.0, 4.5	
¹ Supports required and optional components that may be installed on the database server or separate server with access to the database.		

DATABASE BACKUP

The EIS SQL Server database contains most of the agency's historic data. Reliable, effective backup and data archive capabilities are essential if the Agency wishes to preserve their data in the event of a system catastrophe. EIS recommend that all servers be equipped with tape drives, or other appropriate media, for backup and archival storage. Currently, for most agencies, a DAT tape (DDS-4) or DLT tape provides a cost effective, highly reliable mechanism. With the exception of photographs and other attached objects, all data in the EIS system is contained in the Microsoft SQL Server databases. The Microsoft SQL Server database includes an assortment of internal backup utilities that have proven to be highly reliable and sufficient for most agencies. We do not generally recommend the use of third party backup software unless there are special circumstances. The EIS system does not store data on individual workstations and does not require individual workstation backup.



Component	Minimum Specification
Processor	Intel Quad Core i7 2.5 GHz or higher
Memory	64GB or more 64 Bit OS
Storage	200 GB Minimum, 10K RPM Drives
Network	100/1000 NIC
CD/DVD	DVD RW
OS	Windows Server 2012 Standard 64 Bit or better
Case	Rack unit, Mid tower or larger



Records & Jail Workstations Requirements


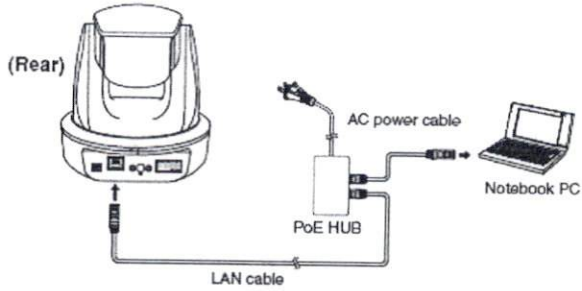
Workstation Hardware

EIS Records programs are designed to operate on any standard business class Windows workstation. System programs can generally operate on any PC that is capable of running standard Windows applications. Records workstations can be conveniently placed at the discretion of the Agency on desktops, tables, or other operator positions within the Department.


The basic UI provided within the RMS workstation is completely new and has been designed to accommodate extended displays provided by wide aspect ratio monitors. The new RMS system is designed to run on wide aspect monitors operating at 1920 x 1080 resolutions. Due to the nature of the work, EIS recommends the installation of 21 or 24-inch monitor operating at 1920 x 1080 minimum resolutions.





The EIS programs generally require approximately 500 to 700 MB of the disk for installation; depending on the number and type of programs being installed. Recommended minimum platform specifications are:

Hardware requirements for RMS Workstation client	
Requirement	Notes
Processor	Intel Quad Core i5 3.0Ghz or better
Memory	4 GB, Minimum
Screen Resolution	The new RMS, JMS, and CAD systems have been designed for wide aspect ratio displays. EIS applications require both a monitor and video card capable of providing a minimum screen resolution of 1440x900.
Monitor Size	24 inch minimum widescreen flat panel display. 28 inch minimum for Property workstations running minimum resolution of 1920x1080.
Hard-disk	200 GB
Keyboard	Full Enhanced 101 Key Standard Keyboard
CD-ROM	DVD-ROM/RW
Network	100/1000 NIC
* Several factors are involved affecting performance of the EIS system. Among them are network bandwidth, server speed (including processor, hard drive and system speeds), memory, and number and function of concurrent users. These specifications detailed represent the minimum.	

	
<p>POE Injector</p>	<p>POE (Power Over Ethernet) Injector (If POE hubs already available in the agency this component is not required).</p> 
<p>Wall/Post Mount^</p>	<p>Vitek Enclosure Wall Mount - VT-HMT8 or similar (review with EIS installation Group prior to installation)</p>
<p>^ Camera no longer required a 90 Degree tilted mounting orientation.</p>	
<p>* POE powers the camera through the attached Ethernet cable (RJ45).</p>	

Property/Evidence Bar Code Hardware

Property Room Bar Code Hardware *	
Item	Specification
<p>Thermal Bar Code Printer</p>	<p>GK420t, Thermal transfer printing, 203 dpi, 4" print width, USB and Ethernet Interfaces.</p> <p>Includes US power cord and USB cable.</p> <p>Part# GX42-102410-000</p> 

<p>Thermal Labels - Paper</p>	<p>Z-Select 4000T, 4" x 3" Thermal transfer Paper Label. Compatible with Desktop Printers. Perforated. 930 labels/roll, 12 roll case. Requires a wax ribbon. Also available as a roll.</p> <p>5319 Performance Wax, 4.33" x 244' Black Wax Ribbon. Compatible with 4" Desktop Printers. 12 ribbons/case. Used with paper labels. Also available as a single roll.</p>	
<p>Thermal Labels - Polypropylene</p>	<p>4.00" Wide x 3.00" Long - Thermal Transfer Polypropylene, Perf'd, 1"/5"OD, 840/roll.</p> <p>3200 Performance Wax-Resin, 4.33" x 244' Black Wax-Resin Ribbon. Compatible with 4" Desktop Printers. 12 ribbons/case. Used with polypropylene labels. Also available as a single roll.</p>	
<p>Bar Code Reader - Wireless</p>		<p>Honeywell Voyager 1202g Wireless Scanner (HSM-1202G-2USB-5)</p> <p>USB KIT,BLK BT SCANNER,CHRG & COMM BASE,TYPE A STRAIT CBL (HSM-1202G-2USB-5)</p>
<p>Bar Code Reader - Tethered</p>		<p>Motorola Symbol LS2208 Barcode Scanner USB Kit, Cable, Stand.</p> <p>Mfr: Motorola, Inc.</p> <p>Item#: 456132 LS2208-SR20001R-UR</p>
<p>Handheld/Wireless Scanner – New</p>		<p>Panasonic Toughpad FZ-E1 (Part #: FZ-E1BCCAZZM)</p> <p>FZ-E1, Windows E8.1HH, Qualcomm MSM8974AB 2.3GHz Quad Core, 5" HD 10-pt Gloved Multi-touch, 2GB, 32GB, Wi-Fi a/b/g/n/ac, Bluetooth, Webcam, 8MP Camera, NFC, 2D Bar Laser (SE4750), Toughbook Preferred</p>
<p>Panasonic Docking</p>		<p>Panasonic FZ-E1 Docking Station (Part #: FZ-BCRD111)</p>
<p>* Wireless scanned required agency to implement a standard secure 802.11 wireless network accessible within the property and evidence lockup location.</p>		

Additional Hardware Considerations

Network Configuration Requirements

The system uses the TCP/IP protocol, which must be installed on the network. To support CAD and message switching applications, IP addresses must be permanently assigned to workstations. DHCP may be used only if address leases are permanently assigned. Non system operations servers, including the network domain controller, electronic mail, and other network applications should be placed on separate, dedicated processors.

All applications have been tested using standard Ethernet operating at 100 MBS isolated throughput and higher. To best support larger agencies or agencies installing new networks, it is recommended that a 100 MB or Gigabit LAN's be installed. EIS recommends, due to the critical nature of the CAD function, that the CAD network is physically isolated from records or other general-purpose networks. Networks should be lightly loaded and segmented if necessary.

Hardware Selection

EIS highly recommends that all equipment purchased be from top-tier, name brand hardware providers who offer nationwide on-site hardware support. We recommend avoiding smaller third party and local computer shop manufacturers. Users should note that disk sizes, memory, and processor speeds requirements depend on a variety of system factors and varies among manufacturers.

Server Mounting and Workstation Placement

Optimum placement of computers and other components in a system can do much to optimize the working environment for operators and can also help improve overall system reliability. It is recommended that all servers be rack mounted to protect cabling and help ensure reliability. System servers should be installed in a stable and protected environment and should be protected so that the wiring plant and cable connections are not exposed. If possible, a computer control room or other suitable location should be designated where these units can be placed; along with telephone circuit termination, modems, etc. required for the system. Ideally, this should be a low traffic area that is accessible to communications and systems management personnel. An enclosed cabinet for storage of system backup disks and documentation should be provided and conveniently located by the servers.

EIS systems incorporate other computers that act as servers and gateways. These computers perform communications and background processing tasks. They can generally be located anywhere on the network. These units often interconnect with external telephone circuits, E-9-1-1 controllers, or other equipment that may mandate specific placement.

The workstation should be placed in a low traffic area where atmospheric conditions are relatively constant. All system hardware should be protected from any rapid moves and oriented so that the wiring plant and cable connections are not exposed.

Printer Placement



The EIS CAD system utilizes a utility printer in communications to provide on-demand printing of queries, incidents, etc. for operators. Experience has shown that this printer is a highly-used component and should be conveniently located within the communications center. An additional printer may be required for mail-out reports, some gateway logging, and other functions. The Executive Information Services installation team will review exact printing requirements during initial site visits.

Records systems can involve heavy print loads for reproduction of reports for the public, prosecutors, etc. as well as internal operations. The preferred printer is a non-impact laser model sized to fit the print requirements of the Agency. Generally, printers should be conveniently placed throughout the Agency. Printers should also be connected directly to the network and controlled by network print services, rather than slaved to individual operator's personal computers.

Electrical Power

Modern personal computer hardware and peripherals will operate on standard 110V AC electrical power or include the appropriate power conditioning equipment with the device. Unprotected equipment is susceptible to disturbance and physical damage from stray electrical fluctuations, and system files can become corrupted when unexpected power outages occur. To minimize potential disruptions caused by inconsistent power supply, Executive Information Services strongly recommends the installation of Uninterruptible Power Supplies (UPS) on all workstations and computers used in the system. In addition to providing protection from power failures, these units also provide protection from power fluctuations that can damage equipment. Uninterruptible power supplies should be provided to protect all system servers.

A wide variety of units are available in various capacities to meet individual requirements. Inexpensive units can be installed that should protect the equipment long enough for installed generators to turn on or for operators to shut down the system and revert to manual operations. More expensive units can provide extended protection. It is important to note that the existence of a standby generator does not obviate the requirement for an uninterruptible power source, as there is often a delay between the loss of primary power and the initiation of the generator.

A fail-safe UPS should be provided for all servers to minimize disruption due to power fluctuation. These components should include connected power management software that will allow notification and an orderly shutdown in case of prolonged power outage. These power management monitoring packages are available for many units and will allow network operating systems to shut themselves down when batteries are exhausted.

Equipment Cabling

The various components of the networked computer system must be interconnected with a variety of cables. These components, while seemingly not high tech, are a major source of system problems and one of the main reasons for general system failures. Cabling also represents one of the most difficult problem areas to diagnose and repair since cabling failure often produces high data error rates and/or intermittent system failures that are hard to detect.



Cabling should be considered a critical item on the installation agenda. The factors to consider include:

- Installing high quality, proper cables
- Adhere to cabling distance specifications
- Solidly placing cables and securing all connections
- All installed cables should be high quality and should meet manufacturers recommended specifications. Installed cabling must also meet local building codes. EIS recommends Ethernet networks utilizing twisted pair (10 Base-T) cabling.

External Interfaces

Through the EIS M2 Message Switch, the systems are capable of interfacing to most state or county law enforcement message switching systems that support direct computer-to-computer interfaces. It is generally required that the using agency submits applications for the interface and control communications circuits and other components on the interface. As soon as possible, the agency should contact their responsible authority and obtain interface specifications and applications for the interface. Executive Information Services will provide technical consultation as required.

System Maintenance Plan

Generally, no specific periodic physical maintenance procedures are required of the system hardware. In fact, following installation of the system, it is best that no maintenance activities involving the physical machine are performed. The agency should not install any third-party diagnostic or system maintenance software unless directed by the EIS Client support team. No hardware should be added or removed and no configurations should be modified without the direction of EIS, Inc.'s Client support team.

Follow these suggestions to take care of your computer and monitor:

- Operate the computer on a sturdy, level surface. Leave a 3-inch (7.6 cm) clearance at the back of the system unit and above the monitor to permit the required airflow.
- Never operate the computer with the cover or side panel removed.
- Never restrict the airflow into the computer by blocking the front vents or air intake.
- Do not place the keyboard with the keyboard feet down directly against the front of the desktop unit as this also restricts airflow.
- Keep the computer away from excessive moisture, direct sunlight, and extremes of heat and cold.
- Keep liquids away from the computer and keyboard.
- Never cover the ventilation slots on the monitor with any type of material.
- Wipe the exterior of the computer with a soft, damp cloth as needed. Using cleaning products may discolor or damage the finish.
- Occasionally clean the air vents on the front and back of the computer. Lint and other foreign matter can block the vents and limit the airflow.



D-2: Preliminary Project Schedule

Following execution of the contract, key EIS personnel will evaluate the contract, proposal, and supporting information data relative to the project. EIS will designate a dedicated project manager and determine approximate resources that will be required to implement the system and fulfill both contractual requirements and customer expectations. The Project Manager will work with the County to derive the project plan and establish a working implementation schedule.

A preliminary schedule has been included in the main body of the agreement as part of "SCHEDULE D: SCOPE OF PROFESSIONAL SERVICES", in Section 12 of the agreement. A final schedule will be defined by mutual agreement with the County following the pre-installation review meeting.