

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

913



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
02/02/12

SUBJECT: Approval of the Agreement with GeoComm, Inc. to Provide a Dispatch and Patrol Mobile Mapping System for the Sheriff's Department

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Authorize the Chair of the Board to sign four (4) copies of the attached license agreement in an amount not to exceed \$647,006 (six hundred forty-seven thousand and six dollars); and
2. Authorize the purchasing agent, in accordance with Ordinance No. 459, to exercise the renewal option for the maintenance and support agreement annually based on the availability of fiscal funding for up to nine additional one year periods, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual fixed rate of 3% commencing year 5.
3. Authorize the Sheriff's Department to administer the agreement with GeoComm.
4. Direct the Clerk of the Board to return 3 original signed agreements to Purchasing and Fleet Services.

(Continued on Page 2)


 Stan Sniff, Sheriff-Coroner-PA
 Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$228,707	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$12,870	For Fiscal Year:	2011-12

SOURCE OF FUNDS: Current FY project costs will be funded 100% with Sheriff's Writ Assessment monies. BR 12-065	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

 BY: Robert Tremaine

County Executive Office Signature

3.39

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Dept Recomm. Consent Policy
 Per Exec. Ofc.:
 FORM APPROVED COUNTY COUNSEL BY: Neal R. Kipnis DATE: 02/02/12
 Purchasing: Mark Seiler, Assistant Director
 Departmental Concurrence:

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BACKGROUND: The County of Riverside Sherriff department is re-engineering the County's 26-year-old GIS/Dispatch system. Currently, RSD employs over 3700 sworn and classified individuals, utilizes 3 Dispatch centers, and fields a fleet of over 900 mobile units over a 7,000 square mile area with a substantial future population growth expected.

At the current time, Sheriff's Patrol is using Thomas Bros. map books, photo copied maps, and asking for assistance from Dispatch to locate an incident. Dispatchers currently assist the Deputies on Patrol by searching a standalone mapping application that requires an address to be manually entered and is not passed from the Computer Aided Dispatch (CAD) system; this process slows the response time substantially.

The current geographical data for CAD is supplied by a process of converting ESRI shapefile data to text based files. Currently RSD, County Fire, and the Transportation Land Management Agency (TLMA) have been involved in a data sharing agreement, known as the "Public Safety Triad". The goal of the Triad is to share GIS data between agencies, and create a routable public safety street database that distributes updated data between all three departments in a standard Countywide ESRI shapefile, North American Datum (NAD) 83 projection. This data is what RSD intends to use with any GIS related system, including the current RSD owned CAD system. The County is looking for Commercial off the Shelf (COTS) that may require some modifications to interface with current applications/systems in order to implement a successful Dispatch and Patrol Mobile Mapping System.

Specifically, it is RSD's objective to give their agencies the ability to easily share mission critical and spatial information between Dispatch Command Centers and the Deputies in the field by obtaining a system that will enhance call times, improve productivity, increase effectiveness and allow RSD to take advantage of appropriate and emerging technologies. Ultimately, in order to facilitate this process the County will need to interface the mapping system to the current CAD application as well as the mobile environment using RSD's GIS mapping layers in an NAD 83 projection, and work within the County's Interoperable Radio System guidelines.

To this end, County Purchasing, on behalf of the Sheriff's Department, released a Request for Proposal (RFP) number SHARC-159, emailing solicitations to multiple contractors, and advertising on the County's website; two bid responses received.

After a thorough analysis of the responses, the evaluation team selected GeoComm as the lowest most responsive and responsible vendor with the most cost effective solution to implement a new AVL Geographical Mobile Mapping system.

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GeoComm has been in business since 1995 and has successfully deployed more than 7,500 licenses of customized public safety GIS software applications in different sites throughout 43 states. GeoComm, has been a leading provider for mapped ALI software, GIS consulting and data development, and communications and operational consulting specifically for public safety. GeoComm's GeoLynx® Family of Products provides the tools necessary to attain peak performance in a 9-1-1 emergency. These tools improve responsiveness, enhance operability, accelerate communications, increase intelligence information and save lives.

The County has defined a phased approach to best meet the needs of the County and for budgetary planning of future years. Per GeoComm's proposal, the scope of the project is to implement all Dispatch CAD consoles with a mapping system that has the capability to track using both web-based and client server solutions and provide Automatic Vehicle Locator (AVL) functionality to the mobile data computers in 26 Court Services' units. Additional phases could include the remaining 900 plus vehicles with AVL functionality and the final phase integrating the County's CAD system to the Mobile Mapping application. The total cost for all phases of the project (excluding out-year maintenance support) is \$647,006.

However, at the completion of Phase I, Department staff will assess the success of Phase I and the availability of funding before giving the go-ahead to start installing equipment into the remaining vehicles in the Sheriff's fleet.

Phased Cost Breakdown

Phase I Costs	
Description	Cost
Project Management Services	\$46,650
GIS Services	\$8,995
GeoLynx Server Software License with AVL Module (Include total amount of licenses)	\$116,071
GeoLynx Server Installation and Training Services	\$12,700
Basic Dispatch CAD Interface	\$2,760
CAD Interface Customization Services	\$5,280
GeoLynx Mobile Installation and Training Services	\$12,700
GeoLynx Server Software Support and Maintenance – Year One	\$23,551
Total Phase I	\$228,707

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Phase I Recurring Costs	
Description	Cost
26 unit Court Service	
GeoLynx Mobile Software Support and Maintenance – 26 units– Year One	\$2,470
GeoLynx Mobile – includes IP AVL Client Interface – 26 units	\$10,400
Total	\$12,870

FUNDING: Per a Board approval received on November 2, 2010 (3.40), the Sheriff’s Department will utilize Sheriff’s Writ Assessment sub funds to meet the expenses of the project’s Phase I plus one year of software support and IP AVL interface for 26 Court Services vehicles. The Department will return to the Board in March to request specific budget adjustments for the Writ Assessment funds totaling \$241,577.

PRICE REASONABLNESS: As a result of requesting a best and final offer, the evaluation team was able to save \$81,500 in license fee, a 21% reduction and \$379,424 over the proposed ten-year maintenance span, 25% reduction.

In final agreement negotiations, the County was able to add 90 days before sign-off on maintenance, a savings about \$6,500 in maintenance cost. The County was also able to procure an additional two years of maintenance without a fee increase, a savings of \$19,072. GeoComm agreed to a reduction in the annual maintenance fee increase from 5% to 3% starting in year 5. Over the 10 years of maintenance support the County will realize a savings of \$170,629. This translates to an additional 11% savings on top of the 25% reduction in GeoComm’s best and final offer.

In summary, after the proposals were opened the evaluation team was able to negotiate a total savings estimated at \$657,125 with maintenance for the total life of project.

PROFESSIONAL SERVICE AGREEMENT

for

DISPATCH AND PATROL MOBILE MAPPING SYSTEM

between

COUNTY OF RIVERSIDE

and

GEOCOMM



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This Agreement, made and entered into this _____ day of _____, 2012, by and between Geo-Comm, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of 25 pages at the prices stated in Exhibit B, Project Costs and Payment Schedule and in Exhibit D, Optional Pricing & Price Quotes consisting of 4 pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through February 27, 2013, with the option to renew for additional nine years, each year renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed the per phase payment provision as outlined and specified in Exhibit B, Project Costs and Payment Schedule. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no

obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. Pending funding, the COUNTY has the choice of selecting two options for the 900 vehicle purchase and implementation of products and services per the pricing dictated on pages 44-45 & 49-50, Exhibit B- Project Costs and Payment Schedule and in Exhibit D- Optional Pricing & Price Quotes.

3.2 No price increases for licenses will be permitted to this Agreement on or before October 31, 2013 unless approved by the COUNTY per optional pricing schedule specified in this agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. Maintenance service increases will be permitted at a fixed rate of 3% starting year five. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Sheriff Department

1500 Castellano Rd.

Riverside CA, 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-20982-001-02/13); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, with the exception of CONTRACTOR's proprietary software products created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY. The COUNTY will retain all rights to software developed by COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to

any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing

requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Sheriff Department
Attn: Lt. Mark Potter
1500 Castellano Rd.
Riverside CA, 92509

Purchasing and Fleet Services
Attn: Ines Mark
2980 Washington St.
Riverside, CA 92504
(951)955-4944
imark@co.riverside.ca.us

CONTRACTOR

Geo-Comm, Inc
Attn: Janet Grones
601 W. St. Germain St.
St. Cloud MN 56301
(320) 240-0040
jgrones@geo-comm.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529.

CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this

agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

22.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that

thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

COUNTY:

CONTRACTOR:

Geo-Comm, Inc
601 W. St. Germain St
St. Cloud, MN 56301

Signature: _____

Signature:  _____

Print Name: _____

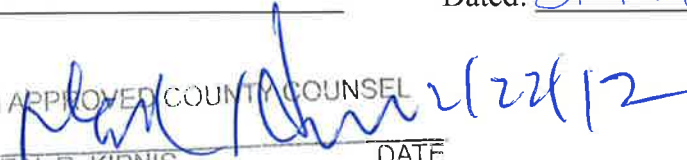
Print Name: Jody Sayre

Title: _____

Title: VP Client Services

Dated: _____

Dated: 2-14-2012

FORM APPROVED COUNTY COUNSEL
BY:  _____ DATE: 2/22/12
NEAL R. KIPNIS

**EXHIBIT A
SCOPE OF SERVICE**

1.0 CONTRACTOR Project Team Development

The CONTRACTOR's established project team shall be dedicated to the complete project life of phases 1 through 2. The CONTRACTOR shall not delegate or assign any established CONTRACTOR's project team members in this Agreement, without the prior consent of COUNTY. All changes in the CONTRACTOR's project team members must be approved by the COUNTY. The CONTRACTOR's project team members include:

Greg Ballentine – Executive Sponsor
Dwight Purtle – Project Manager
Christy Hayes – Project Coordinator
Scott Wolhart – Software Implementation and Support Manager
Karl Larsen – Software Development Project Manager
Laura Loberg – Implementation Supervisor
Matt Besser – Implementation Specialist
Nate Ekdahl – GIS Project Manager

1.1 The CONTRACTOR's team members will be assigned specific duties related to the technical and administrative elements of the project and the CONTRACTOR's project manager will provide the oversight necessary to ensure all elements of the project are implemented in a timely manner.

1.2 The CONTRACTOR's project team shall utilize the expertise of individuals from several departments within the company, all specializing in different aspects of the project to meet the required elements of the COUNTY project.

1.3 Project Team Description

1.3.1 Project Manager

The CONTRACTOR's project manager will be the County's primary point of contact and an Implementation Specialist will be assigned to the project as the primary technical contact for the software portion of the project and will have overall responsibility for installing the proposed software and training system administrators and the system trainers.

The CONTRACTOR's project manager will be available as follows throughout the project:

1.3.1.a To provide project status reports and updates to project timelines

- Task I must include bi-weekly status reports and updates
- Task II must include bi-weekly status reports and updates

1.3.1.b To answer routine questions regarding the project

1.3.1.c To follow-up on inquiries and requests from COUNTY regarding the project

1.3.1.d To provide all documentation and of bi-weekly status reports and updates

- Includes distribution status report and updates to the COUNTY

1.3.2 Project Coordinator

1.3.2 a Supports project meetings by assisting in facilitation and documentation.

1.3.2 b Assists with project management activities.

1.3.2 c Reviews and packages technical content prepared by consultants and technicians for inclusion in various reports and documents. To provide all documentation and of bi-weekly status reports and updates .Includes distribution status report and updates to the COUNTY

1.3.3 Executive Sponsor

1.3.3 a Provides project management processes oversight

1.3.4 Software Implementation and Support Manager

1.3.4 a The Technical Services Manager is responsible for every aspect of managing and directing the implementation, technical support and technical writing of GeoComm products and technical services.

1.3.4 b The Technical Services Manager will work with other departments to ensure contracts are fulfilled and client needs are met.

1.3.5 Software Development Project Manager

1.3.5a Manages GeoComm's software development team for providing programming services

1.3.5 b Participates in internal project meetings to report on progress, provide report of any issues or outstanding items that need resolution

1.3.6 Implementation Supervisor

1.3.6.a Acts as a resource for the implementation specialist to collaborate and ensure successful configuration and on-site implementation of systems

1.3.6. b Reviews contracts and participates in internal project meetings to report on progress, provide report of any issues or outstanding items that need resolution

1.3.7 Implementation Specialist

1.3.7 a Acts as the client's main technical point of contact; participates in all internal and client project meetings; reports on progress

1.3.7 b Participates in on-site project kickoff meeting and completes on-site implementation and training

1.3.7 c Conducts Acceptance Test Plan with client personnel

1.3.8 GIS Project Manager

1.3.8.a Oversees GIS data analysis services and GIS set up services. Liaisons with GeoComm's Implementation Team to ensure proper GIS setup in systems.

1.3.8.b Participates in internal project meetings to report on progress, provide report of any issues or outstanding items that need resolution

2.0 Scope of Work Phase I and Phase II

The phase approached is an optional solution that requires the COUNTY's approval before each phase. The CONTRACTOR will work with COUNTY personnel to implement the following project phases:

<p>Phase I</p>	<p>The CONTRACTOR will acquire a web-based mapping system meeting requirements enabling the display of AVL.</p>	<p>CONTRACTOR must complete the following:</p> <ul style="list-style-type: none"> ▫ GIS Data analysis ▫ Software set up ▫ Custom development/programming to ensure the system has the capability to work with Blue Tree Event Protocol (BEP) ▫ GeoLynx 9-1-1 Server with the AVL Add-on Module ▫ Connecting to and configuring AVL data ▫ On-site installation and training (up to 5 days on-site) to include: <ul style="list-style-type: none"> • On-site installation of GeoLynx 9-1-1 Server and AVL Add-on • GeoLynx 9-1-1 Server system administrator training • GeoLynx 9-1-1 Server user training • AVL Add-on Module training
<p>Phase II</p>	<p>The CONTRACTOR will implement in-vehicle mapping for 26 court vehicles. The COUNTY has 30 days from the completion of the implementation of the 26 court vehicles to exercise the option to purchase 900 additional units.</p>	<p>CONTRACTOR must complete the following:</p> <ul style="list-style-type: none"> ▫ Basic CAD interface development ▫ GeoLynx Mobile ▫ On-site installation and training (up to 5 days on-site) to include: <ul style="list-style-type: none"> • On-site installation of five licenses of GeoLynx Mobile on available mobile data terminals • On-site installation/configuration of the basic custom CAD interface • Training on how to install the remaining GeoLynx Mobile software licenses • GeoLynx Mobile training • Refresher training, as needed ▫ Acceptance testing

3.0 Tentative Project Schedule

The CONTRACTOR shall propose a tentative project schedule “Exhibit C” to the COUNTY that must be finalized after kickoff meeting. The CONTRACTOR shall not make any changes to the propose schedule without the prior consent of COUNTY. All changes in the CONTRACTOR’s propose schedule must be approved by the COUNTY.

4.0 Kickoff Meeting and Project Coordination (Phase I)

The CONTRACTOR’s project team shall obtain an in-depth understanding of Riverside County’s project goals. Kickoff meeting shall be scheduled per “Exhibit C” Tentative Project Schedule.

4.1 During an initial internal meeting, project managers will provide the team with information regarding any nuances in the scope of work, schedule, and their individual responsibilities for the project. Proper documentation by the CONTRACTOR's project manager will be transcribed into an effective step to assure the project's successful and timely completion.

4.2 Following CONTRACTOR's internal project team meeting, the project team will schedule a conference call with the COUNTY's project team. At the meeting, the COUNTY's project team members are to be discussed and finalized along with the overall schedule and project scope. Efficient methods for communication, both internally and externally related to the project will be established among both the CONTRACTOR's and the COUNTY's project team members

4.3 Upon completion of kickoff meeting, the CONTRACTOR will schedule regular status conference calls with the COUNTY. The communications during calls are required to ensure timely completion of the project. Open communication between the CONTRACTOR and COUNTY will be ongoing throughout the entire project.

4.4 The COUNTY shall be scheduled regular meetings to meet project schedule deadlines. The CONTRACTOR shall continually identify milestones in the process, tracks all factors, and inform the COUNTY of the project status.

5.0 Site Visits and Project Communication (All Phases)

5.1 CONTRACTOR will provide professional project management services throughout the project. CONTRACTOR will dedicate the requisite amount of time on-site in Riverside County for project initiation and software installation. Under this agreement and approval of the COUNTY, the project manager and project coordinator shall make one site visit to the COUNTY. This meeting will be scheduled at a mutually agreeable time and will last for up to four hours on-site. CONTRACTOR's project manager, project coordinator, and installation technician will conduct a project initiation site visit during Task One of the project. The CONTRACTOR and the COUNTY's team will review the project plan, timeline and requirements for completing the project which requires COUNTY approval prior to commencement. Following the project initiation meeting, the CONTRACTOR's project manager will deliver status reports and will conduct conference calls with the COUNTY's project team to discuss project status and to communicate current project action items.

5.2 The CONTRACTOR shall be on-site for a maximum of one week for system implementation of GeoLynx Server with the AVL add-on module as well as the Blue Tree Event Protocol and one week for implementation of Basic CAD interface and for the implementation of up to five of the 26 GeoLynx Mobile licenses. Site visit shall include CONTRACTOR training to COUNTY's personnel for the installation of all licenses. All onsite requests must be approved by the COUNTY prior to commencement.

5.3 The CONTRACTOR's project team shall prepare and send formal regular status reports outlining the following:

- 5.3.a** Tasks completed
- 5.3.b** Meetings held, planned, or needed
- 5.3.c** Issues/problems encountered or anticipated

- 5.3.d Production goals for the next reporting period
- 5.3.e Schedule review

5.4 The CONTRACTOR shall provide written status reports of the above listed, every two weeks during each of the major tasks outlined in the Scope of Work. In addition and if requested by the COUNTY's project team, the CONTRACTOR will develop a secure project portal website where the project team can facilitate the timely exchange of information as part of the project at no cost to the COUNTY. Each COUNTY's project team member may receive a unique login and password to access the project portal. Project portals will be made available to the COUNTY by the CONTRACTOR to provide communication tools on projects.

6.0 Phase I Project Management Tasks

The CONTRACTOR shall initiate the project through a series of conference calls, development of project planning documents, a project initiation site visit and ongoing status reporting and conference calls. The two major project tasks include:

- Task One: Project Initiation
- Task Two: Software Implementation

6.1 Task One: Project Initiation

6.1.a Step One: Project Preparation and Data Review Teleconference

Within seven business days of receiving a signed contract, the CONTRACTOR's project manager shall conduct an introductory project call with the COUNTY's project team. During this call, the project teams shall discuss and request GIS and related systems data required in order to prepare for the onsite initiation meeting and to conduct the GIS analysis and software set up tasks.

Following the initiation conference call, the CONTRACTOR's project manager will provide to each point of contact a project folder containing:

- Introductory letter
- Project background
- CONTRACTORs project team contact information
- Date and location of the Project Initiation Meeting

6.1.b Step Two: Draft project management Plan Development

The CONTRACTOR shall prepare a draft Project Management Plan following the project initiation conference call. Agreed upon by both parties, the CONTRACTOR's project team will identify specific quality benchmarks that must be achieved at various points in the project.

6.1.c Draft Management Plans

Draft management plans shall be produced by the CONTRACTOR and approved by the COUNTY. The following sub-plans shall be created as part of the project management process:

- Project Management Plan
- Schedule Management Plan
- Scope Management Plan
- Issue Management Plan

- Quality Management Plan
- Change Management Plan
- Risk Management Plan
- Resource Management Plan
- Communications Management Plan

6.1.d Step Three: On-site Project Initiation Meeting

Following the initial data review, an on-site project initiation meeting shall be conducted where the CONTRACTOR’s team members present CONTRACTORs specific approach to the project and the anticipated project schedule. The project initiation meeting will be scheduled at a mutually agreeable time within 30 days of contract signing. The project initiation meeting shall familiarize the COUNTY with the members of CONTRACTOR’s team. The project initiation meeting shall provide a forum to manage the expectations of agency stakeholders as the potential outcomes for the project are review. The CONTRACTOR shall present and discuss the draft project management plan and will identify areas needing further refinement. The CONTRACTOR shall be represented by a project manager, project coordinator, and a technical implementation representative.

6.1.e Step Four: Final Project Management Plan

Following the onsite project initiation meeting, the CONTRACTOR shall review and refine the draft project management plan documents. Once the drafts have been updated, the CONTRACTOR shall deliver the final plans to the COUNTY. The CONTRACTOR’s project management team will use these documents as a guide to managing the project and will make the necessary adjustments as the project moves towards completion with the COUNTY’s approval. The documents will set the baseline for project status reporting.

6.1.f Final Management Plans

Final management plans shall be produced by the CONTRACTOR and approved by the COUNTY. Approved final management plans will be entered into this agreement only by written amendment to the agreement. The following plans will be delivered as part of the project management process:

- Project Management Plan
- Schedule Management Plan
- Scope Management Plan
- Issue Management Plan
- Quality Management Plan
- Change Management Plan
- Risk Management Plan
- Resource Management Plan
- Communications Management Plan

6.1.g A formal project management plan will be submitted to COUNTY by the CONTRACTOR within 30 days of the onsite project initiation meeting and will be maintained throughout the life cycle of the project utilizing industry best practices and the processes.

6.2 Task Two: Software Implementation

Pre-Installation Coordination (Phase I and II)

Prior to software installation, the CONTRACTOR’s Implementation Specialists will work with the COUNTY to assure all hardware is available. Pre-installation conference calls and a project timeline will be outlined in the project plan and reviewed periodically for accuracy.

6.2.a The CONTRACTOR’s Client Services personnel shall work with the COUNTY to ensure that project requirements are understood and clarified. Conference calls shall be made to review installation, hardware, software, and configurations. A Microsoft Visio® diagram will be developed and sent to the COUNTY to review for approval and to aid in overall project understanding.

6.2.b GIS Data Analysis and GIS Setup Services (Phase I)

The CONTRACTOR shall provide a GeoLynx 9-1-1 Server (the base product for the AVL add-on and GeoLynx Mobile) which is a web application powered by on Esri ArcGIS Server and Microsoft Silverlight. Due to the system build (on Esri ArcGIS Server) the following standard GIS data formats can be used directly in the system:

- 6.2.b.1** Esri enterprise geo-databases and all other Esri formats
- 6.2.b.2** ArcGIS Server map services
- 6.2.b.3** DBMS event layers
- 6.2.b.4** Maps from Esri’s ArcGIS Online including:
 - Nationwide coverage of aerial imagery (one to three meter resolution)
 - Scanned United States Geological Survey (USGS) topographic maps
 - Street centerline data

6.2.c CONTRACTOR’s GeoLynx 9-1-1 Server is powered by Esri ArcGIS Server allowing Esri’s GIS technology to emergency response organizations. ArcGIS Server is an essential component for critical situational awareness, distributing the display of GIS maps, imagery, and events as they occur, from a centralized server environment to a browser-based mapping application.

6.2.d Conversion services are not required if Esri formatted GIS map data layers is provided. The CONTRACTOR shall take the necessary steps to ensure the system meets COUNTY needs and can provide full vehicle tracking functionality in both the communications center using GeoLynx 9-1-1 Server with the AVL Add-on Module and in vehicles for vehicle tracking and mobile mapping.

6.2.e The CONTRACTOR shall provide services to include:

Services	Phase	Description of Services
Data Analysis	Phase One	CONTRACTOR will complete a data analysis to identify any possible data updates that are needed.
GIS/Software Set Up Services	Phase One	CONTRACTOR will set up the data and configure settings in the software to ensure the system meets Riverside County’s needs.
Basic Custom CAD Interface Development	Phase Two	CONTRACTOR will custom develop a basic interface which will enable GeoLynx 9-1-1 Server, the AVL Add-on Module, and GeoLynx Mobile system users to view incident locations and see status updates from the CAD system.

6.2.f Data Analysis (Phase I)

The CONTRACTOR shall perform an analysis related to using COUNTY existing GIS map data layers in GeoLynx 9-1-1 Server. Analysis must be performed to identify any potential data issues that could affect the performance of the system. The CONTRACTOR must release finding and provide a proposed solution to the COUNTY.

6.2.g The CONTRACTOR shall review of the COUNTY's GIS map data using provided resources. Resources to be provided by the COUNTY may include documentation on overpasses/underpasses, one-way streets, and direction flow of those streets. Reviews will include verification of:

- 6.2.g.1** Whether the minimum required GIS map data layers exist for use within GeoLynx 9-1-1 Server
- 6.2.g.2** Whether the GIS map data is in the proper format (most Esri formats are acceptable) for use in GeoLynx 9-1-1 Server
- 6.2.g.3** Whether the required fields and attributes are included in each associated GIS map data layer
- 6.2.g.4** The accuracy of the routing attributes
- 6.2.g.5** The accuracy of the road centerline layer's topology
- 6.2.g.6** The consistency of the road segment line direction
- 6.2.g.7** Whether roads are broken at true intersections
- 6.2.g.8** Whether ramps are digitized and included in the road centerline layer for routing

6.2.h Results of the COUNTY's GIS map data review will be compiled into a hard copy report which shall be given to the COUNTY. After the report is delivered, the CONTRACTOR shall set up a conference call with the COUNTY to discuss the analysis results and set processes in place to ensure updates are completed. The CONTRACTOR shall also supply the COUNTY with:

- 7.4.2.6.a** A full list of the minimum GIS map data specifications which need to be met for use in the system
- 7.4.2.6.b** A list of possible other miscellaneous GIS map data layers that may enhance the system

6.2.i Both the CONTRACTOR and COUNTY must communicate any issues regarding desired configurations that may affect the system performance along with possible options.

6.2.j After the conference call is complete, it is the County's responsibility in writing to resolve the errors in scope or to contract with the CONTRACTOR to update these components. Additional pricing for out of scope services may be provided by the CONTRACTOR to complete these services following the analysis, if approved by the County. GeoComm can provide a quote for this GIS work following the data analysis. GeoComm GIS specialist hourly rate is \$95/hour.

6.2.k GIS/Software Set Up Services (Phase I)

After the GIS map data layers have been updated to meet minimum GeoLynx 9-1-1 Server data specifications, the CONTRACTOR's GIS Specialists shall work with the Implementation Specialist assigned to this project to complete numerous steps to prepare for the installation so the final set up meets COUNTY's preferences. GeoLynx 9-1-1 Server is a web-based GIS, therefore requires a dedicated web server and other components to host the GIS data on a website.

6.2.1 To ensure a successful implementation of GeoLynx 9-1-1 Server, the CONTRACTOR's GIS Specialists shall set up necessary components and test the GIS data display.

The CONTRACTOR's GIS Specialists will:

- 6.2.1.1** Incorporate the GIS data set developed into a map document (.MXD) and adjust symbology based on Riverside County's display preferences
- 6.2.1.2** Set up geocode services
- 6.2.1.3** Create and publish map services
- 6.2.1.4** Set up and create map caches
- 6.2.1.5** Test GeoLynx 9-1-1 Server's GIS data map display and geocode services
- 6.2.1.6** Build and configure address locators used in GeoLynx 9-1-1 Server used for finding features or locations on the map

Address locators are a required component of the Esri geocoding engine used in GeoLynx 9-1-1 Server to search for features. Address locators define the process for searching. They allow users to find address locations and features throughout a variety of individual reference layers such as streets, parcels, address points, bodies of water, etc.

6.2.m Basic Custom CAD Interface (Phase II)

The CONTRACTOR's GeoLynx Family of Products was developed with a robust, open Application Programming Interface (API) architecture allowing integration with any software system. The API enables connectivity to any CAD system. CONTRACTOR's API is a published specification available for any CAD vendor, and certifies that there are no known incompatible systems. The CONTRACTOR shall provide a CAD interface solution at no cost to the COUNTY if any of GeoLynx Family of products cannot interface with existing COUNTY software systems.

The CONTRACTOR will provide the COUNTY with custom development services to ensure the CONTRACTOR's software and the CAD system interacts with each other as required by the COUNTY. The basic customization of the CAD interface must enable users to see CAD incidents on the GeoLynx 9-1-1 Server map as they are added or removed from CAD – refresh automatically.

The three most common methods for a CAD interface to GeoLynx 9-1-1 Server include:

- 6.2.m.1** CONTRACTOR CAD interface application reads SQL table or view – within the CAD vendor database – that contains the active CAD incident information; active CAD incidents are then written to the CONTRACTOR database for mapping.
- 6.2.m.2** CONTRACTOR CAD interface application reads web service – created and published by the CAD vendor – that contains the active CAD incident information; active CAD incidents are then written to the CONTRACTOR database for mapping
- 6.2.m.3** CONTRACTOR CAD interface application reads comma delimited text file – written by the CAD vendor – that contains the active CAD incident information; active CAD incidents are then written to the CONTRACTOR database for mapping.
- 6.2.m.4** The COUNTY is responsible for providing one of these methods for developing the basic CAD interface.

7.0 COUNTY Hardware, Software, and System Requirements

7.1 The COUNTY must provide the items listed below. The COUNTY must also meet the system required listed below. The CONTRACTOR will not provide any hardware.

- 7.1.a. Provide an Internet connection with a minimum speed of 15 MB/sec symmetrical to serve the GeoLynx 9-1-1 Server website to external site users.
- 7.1.b. Provide an Internet connection with a minimum speed of 1.5 MB/sec symmetrical at each individual PSAP that will remotely connect to the GeoLynx 9-1-1 Server website.
- 7.1.c. Ensure all locations who will utilize GeoLynx 9-1-1 Server are connected on a Wide Area Network (WAN)
- 7.1.d Provide an Intranet connection with standard speed(s) of 10/100/1000 Base-T MBps to serve the GeoLynx 9-1-1 Server website to internal site users.
- 7.1.e. Make remote connections available on the provided system server. CONTRACTOR will test the connection prior to arrival to ensure it provides the expected connectivity between CONTRACTOR and the server. Without remote access, help support will be limited.
- 7.1.f. To enable the directions feature in GeoLynx 9-1-1 Server, the Riverside County must either subscribe to ArcGIS Online World Routing service or install one license of ArcGIS Server with the Network extension on each dedicated web server and GIS data which includes an acceptable routing network.
- 7.1.g. Minimally, provide, install and configure load balancing software. If High Availability is desired, a minimum of two virtual hosts are required, each running load balancing software.
- 7.1.h. Providing two dedicated web servers complete with hardware and software for Phase I as outlined below to support GeoLynx 9-1-1 Server. For Phase II, provide **three** additional dedicated web servers to support the GeoLynx Mobile clients.
- 7.1.i. The dedicated web servers should meet these minimum recommendations:

Element	Description
	PowerEdge R510 Chassis for Up to Four 3.5" Cabled Hard Drives, LED
Operating System:	Windows Server 2008 R2, Web Edition,x64
NIC:	Broadcom 5709 Dual Port 1GbE NIC
RAM:	12 GB Memory (3x4GB), 1333 MHz Dual Ranked RDIMMs for 1 Processor
Processor One:	Intel Xeon E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz
Hard Drive One, Two, Three:	(3) 500GB 7.2K RPM SATA 3.5" Cabled Hard Drive
Hard Drive Controller:	RAID 5 for PERC S100 Controllers, 3-4HDDs, x4 Chassis
CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL

7.2 AVL Add-on Module

- 7.2.a** Currently have installed or purchase and install one mobile data terminal per vehicle that will be tracked in GeoLynx AVL.
- 7.2.b** Have approved cellular or two-way radio modems in each tracked vehicle that can communicate the location back to the dedicated web server at the communications center.
- 7.2.c** Purchase one Standard IP AVL Client Interface per mobile data terminal that will be tracked in GeoLynx AVL.
- 7.2.d** If County would like to set up, maintain, and edit the county routing network provide Network Analyst for ArcGIS Desktop

7.3 GeoLynx Mobile

- 7.3.a** Purchase and have installed and available one mobile data terminal, meeting the specifications listed below for each license of GeoLynx Mobile.
- 7.3.b** If personal navigation type map centering is desired in the vehicle(s), provide a USB or Serial cable
- 7.3.c** GeoComm will connect to Riverside County provided BlueTree modems

7.4 GPS feed from the GPS/radio device to the mobile data terminals.

System Components	Minimum	Recommended
Description	GeoLynx Mobile allows a user to access a mobile map of their surroundings. In certain environments it is also possible for the user to receive AVL data, CAD calls, and E9-1-1 calls from dispatch.	
CPU	2.2 GHz dual core or better	2.5 GHz dual core or better
RAM	2 GB or more	4 GB or more
Available Hard Drive Space	Depending on map data set, 20 GB or more	Depending on map data set, 40 GB or more. GeoComm recommends shock mounted hard drive to protect against vibration and jarring damage in a mobile environment.
Display	800x600 resolution, 24-bit color depth, with Active Matrix	1024 x 768 resolution or better, 32 bit color depth, with Active Matrix; it is desirable to choose a display that is highly visible in a mobile environment which may include side angle viewing and different lighting environments.
Graphics Card	32 MB integrated graphics card	256 MB discrete graphics card or better with OpenGL 2.0 support

<p>Operating System</p>	<p>Windows XP Pro (32 bit & 64 bit), Vista Business & Ultimate (32 bit & 64 bit) or Windows 7 Pro, Enterprise, & Ultimate (32 bit & 64 bit) for GeoLynx Mobile client.</p> <p>Windows XP Pro (32 bit & 64 bit), Vista Business & Ultimate (32 bit & 64 bit), Windows 7 Pro, Enterprise, & Ultimate (32 bit & 64 bit), Windows Server 2003 R2 (32 bit & 64 bit), Windows Server 2008 (32 bit & 64 bit) or Windows Server 2008 R2 (x64 only) for server.</p> <p>** note that server and clients must be on the same platform if Windows XP clients/server or Windows Server 2003 R2 server is included (either all 32 bit or all 64 bit – cannot be mixed), recommended to have server and client on same platform no matter what operating systems are used.</p>	
<p>Serial Ports</p>	<p>If your application requires a serial port, GeoComm strongly recommends you select a mobile data computer with a built in hardware serial port. While it is possible to add serial ports with PCMCIA cards or USB adapters, GeoComm has found these to be less reliable in a mobile environment. If your application requires multiple serial ports, GeoComm recommends a mobile docking station built for this purpose. Call GeoComm if you have any questions regarding your GeoComm application and serial port requirements.</p>	
<p>Optical Drive</p>	<p>DVD-ROM</p>	<p>DVD+-RW</p>

7.5 CAD Incident Viewing

To display CAD incidents in GeoLynx 9-1-1 Server a CAD interface is required.

7.6 System Description

The CONTRACTOR shall provide GeoLynx 9-1-1 Server with the AVL Add-on and GeoLynx Mobile to be the COUNTY’s dispatch and mobile mapping system. In addition to GeoLynx 9-1-1 Server and the AVL Add-on Module the ArcGIS Server Network Extension is required to provide routing using COUNTY’s street network. It is the COUNTY’s responsibility to provide ArcGIS Server Network Extension. The COUNTY may have the option to set up, maintain, and edit the county routing network, Network Analyst for ArcGIS which requires Desktop.

7.7 GeoLynx 9-1-1 Server

CONTRACTOR shall provide GeoLynx 9-1-1 Server, Dispatch Web GIS software, with the AVL Add-on Module provides authenticated users (from a few to thousands) access to a Common Operating Picture (COP) enabling system users to track equipped vehicle and handheld modem locations. This software is delivered through a secure web browser-based access such as an i3 Emergency Services Network (ESInet) using Microsoft Internet Explorer, Google Chrome, or Firefox. Eliminating the need to install software locally or download a large GIS data set to each user’s computer.

7.7.1 CONTRACTORs GeoLynx 9-1-1 server must be able to gather and share information, strategize, plan, mitigate, track, and respond to emergencies. CONTRACTOR must have the capability to provide

a net native web application so it is easy to increase or decrease the number of concurrent users with a network connection, COUNTY authorized must be able to view and interact with GeoLynx 9-1-1 Server and the available Add-on Modules in a web browser with a secure role-based user authorization system.

7.7.1.1 CONTRACTOR software with the AVL Add-on Module features shall include:

- 7.7.1.1.a** Web browser-based GIS data display
- 7.7.1.1.b** Moving GPS-tracked vehicle location display
- 7.7.1.1.c** AVL reporting playback features
- 7.7.1.1.d** Sharing user drawn markups, such as evacuation routes or flood zones
- 7.7.1.1.e** Hazardous Materials mapping: Aerial Locations of Hazardous Atmospheres (ALOHA) and the 2008 Department of Transportation (DOT) Emergency Response Guidebook (ERG)
- 7.7.1.1.f** Access to floor plans, building images, traffic cameras, or other information linked to the GIS

7.7.2 The CONTRACTORs system includes GeoLynx Mobile, a mobile application for leveraging the ArcGIS Server technology used along with GeoLynx 9-1-1 Server. This application would enable COUNTY users to have in-vehicle navigation and routing capabilities.

7.7.3 CONTRACTOR shall provide in conjunction with the Esri ArcGIS Server and Microsoft Silverlight; a GeoLynx 9-1-1 Server with the AVL Add-on Module is ideal for environments of varying size. GeoLynx 9-1-1 Server's scalable architecture can provide secure browser-based tactical mapping to just a few users, up to hundreds of users, or even to thousands of users. GeoLynx Mobile is a stand-alone Windows application (WPF) that is installed on the mobile data computers and securely interacts with GeoLynx 9-1-1 Server to receive its maps and other relevant data.

7.8 AVL Add-on Module CONTRACTOR shall provide:

The AVL Add-on Module adds vehicle tracking functionality into GeoLynx 9-1-1 Server. The AVL Add-on Module uses COUNTY GPS hardware and COUNTY mobile data network to display unique icons on the base map depicting locations of equipped vehicles at the last update. Vehicles displayed in GeoLynx 9-1-1 Server using the AVL Add-on Module can include configurable labels displaying items such as vehicle name, speed, and also an arrow indicating the vehicles direction of travel.

7.8.1 Vehicle position updates not only display in the map they also display in the results grid depicting the vehicles position at the last update. By double-clicking on a vehicle in the results grid the map zooms to the vehicle selected. The map and results grid update whenever COUNTY pan or zoom on the map

7.8.2 Vehicle tracking data is recorded in a log for after-the-fact replay. This can be useful for the purposes of planning, analysis, and litigation. Users simply query log information by start and end dates and vehicles.

7.9 GeoLynx 9-1-1 Server with the AVL Add-on Module Benefits and Features CONTRACTOR shall provide:

- 7.9.a** Seamlessly connects PSAPs, responding agencies, and mobile responders creating a shared situational awareness

- 7.9.b** Visual display of all equipped emergency response vehicles
- 7.9.c** Vehicle route reconstruction
- 7.9.d** Improved safety because vehicle location is available
- 7.9.e** Improved response times
- 7.9.f** Vehicles are displayed on the map as unique icons for ease of identification
- 7.9.g** Steering of emergency responders to an address location
- 7.9.h** Specifically developed for use in COUNTY 9-1-1 environment
- 7.9.i** Easily deploy system configurations, software upgrades, and updated GIS data to a centralized server location, and not to individual user workstations
- 7.9.j** Browser-based tactical GIS mapping
- 7.9.k** Standard map navigations tools including: zoom in/out, pan, zoom to full extent, identify, measure, and recycle
- 7.9.l** Search tool using Esri locators to enable users to search for street addresses, common place names, intersections, and longitude/latitude coordinates on the map
- 7.9.m** Driving directions from point A to B
- 7.9.n** Ability to route around added barriers
- 7.9.o** Hyperlink features allows web sources, such as network cameras, digital images, PDF files, text documents, models, and other file types to be linked to a geographic location or address on the map
- 7.9.p** Pictometry integration capabilities
- 7.9.q** Shared markup and user drawing tools (point, line, polygon, text) with ability to attribute added features
- 7.9.r** Up to a three map view display with an extent of map indicator in the overview map
- 7.9.s** HazMat features to include:
 - Aerial Locations of Hazardous Atmospheres (ALOHA) which allows users to determine a footprint of a chemical plume and upload into to display on the web-based map
 - Digital, searchable Emergency Response Guidebook (ERG) to be used as a guide to aid first responders in quickly identifying specific or generic classifications of materials involved in an incident and determining emergency response protocol for that material
 - Manual chemical plume development tool which creates two zones reflecting areas of higher and lower concentration of hazardous materials including an initial isolation zone and protective action zone Manual Chemical Plume
 - Configurable for viewing 9-1-1 calls, CAD incidents, and vehicle locations.

CONTRACTOR shall include the 9-1-1 call viewing in the base price of GeoLynx 9-1-1 Server if proper connections can be made to ALI feed. CAD incident viewing and the display of vehicles are included if a CAD interface and AVL system is in place. Either the ArcGIS Online World Routing service or ArcGIS Server with the Network extension and GIS data which includes an acceptable routing network is needed to enable proper functionality of the directions feature. The ArcGIS Online World Routing service allows COUNTY to use data suitable for getting driving directions from point A to point B. CONTRACTOR shall include the cost to subscribe to ArcGIS Online World Routing service in the pricing section.

7.10 GeoLynx Mobile

CONTRACTOR shall provide the maximum amount of information. The *GeoLynx Mobile* response GIS system provides a mapping tool to emergency responders. GeoLynx Mobile is designed for in-the-field mapping suited for a mobile environment with easy to view, large buttons for touch screen and screen tinting options for varying lighting environments to match COUNTY personal preference.

7.11 User Interface (UI) Form Factor

The CONTRACTORs system's screen display resolutions are typically smaller in mobile data computers and vehicular PCs. The UI is designed for a minimum resolution of 800 x 480, the typical resolution for Ultra Mobile PC (UMPC), a new class of computing devices that are emerging – handheld computers that run full blown Microsoft Windows.

7.12 Developed for Touch Screen

CONTRACTOR shall provide touch screen buttons scroll along the bottom of the user interface to provide quick access to typical mapping functionality and more advanced uses such as the Emergency Response Guide (ERG). The map can be panned and zoomed with multi-touch finger gestures on supported hardware and operating systems. When functions are activated a display box pops up along the left side of the user interface.

7.13 Turn By Turn Driving Directions

CONTRACTOR shall provide when a route is computed or the user enters a destination, GeoLynx Mobile displays turn-by-turn driving directions directly into the user interface which is typical of consumer grade in vehicle navigation devices. GeoLynx Mobile automatically computes routes including routing around barriers.

7.14 Installation

CONTRACTORs Client Services Department will schedule the on-site implementation for Phase One of the project.

7.14.1 While on-site during Phase One's implementation the CONTRACTOR Installation Specialist will:

- 7.14.1.a** Install and configure GeoLynx 9-1-1 Server with the AVL Add-on Module on Riverside County-provided system servers
- 7.14.1.b** Connect to and configure the AVL data
- 7.14.1.c** Complete the Acceptance Test Plan

7.14.2 While on-site during Phase Two's implementation the CONTRACTOR Installation Specialist will:

- 7.14.2.a** Install and configure GeoLynx Mobile on up to five Riverside County-provided mobile data terminals
- 7.14.2.b** Train a Riverside County-designated staff member to install the remaining GeoLynx Mobile licenses
- 7.14.2.c** Configure and implement the basic custom CAD interface
- 7.14.2.d** Complete the Acceptance Test Plan

7.14.2.e Upon the completion and acceptance of the GeoLynx Mobile in the 26 Court vehicles, the County will have up to 30 days to exercise their option to purchase the additional 900 licenses of GeoLynx Mobile.

8.0 Riverside County Project Support

COUNTY shall provide local support so the project will be completed in an efficient and timely manner.

8.1. COUNTY shall participate in the following elements:

8.1.a Assist in coordinating and attend periodic conference calls

8.1.b Provide pertinent project information and documentation

8.1.c Provide a single point of contact at Riverside County

8.1.d Assist in the ongoing quality assurance

8.1.e Be available for communication throughout the project and system implementation

8.1.f Assign appropriate staff to attend the training courses provided

9.0 CONTRACTOR Software Support and Maintenance

CONTRACTOR shall provide knowledgeable Technical Support Analysts to COUNTY twenty-four hours a day, seven-days a week. CONTRACTOR does develop all proposed software components, trains its technicians on advanced troubleshooting methods, requires remote access to COUNTY system, and available web interaction through Internet technology. This results in quicker diagnosis and call closure. Ultimately, this means less downtime and maximum software functionality benefits.

10.0 Unlimited Hotline Support

CONTRACTOR shall provide hotline support consists of technical assistance and product coaching by trained and experienced specialists in an advisory capacity via a toll-free telephone number, fax, or e-mail, relating to the operation of any portion of the GeoLynx 9-1-1 Family of Products.

11.0 Remote Connection Services

CONTRACTOR shall provide support including remote connection into the software for troubleshooting by Technical Support Analysts. Remote connection services do not cover calls related to issues with other vendors.

11.1 CONTRACTOR shall provide the standard and preferred method for connection is GoToAssist over the Internet. GoToAssist sessions are protected by end-to-end, government-approved, 128-bit Advanced Encryption Standard (AES) encryption, as well as Secure Sockets Layer (SSL) encryption of point-to-point connections. Additional CONTRACTOR remote connection capabilities include:

11.1.a PCAnywhere

11.1.b Remote Desktop

11.1.c Microsoft VPN

11.1.d Cisco VPN

12.0 Availability

CONTRACTOR shall provide assistance for emergency calls to be addressed twenty-four-hours a day, seven-days-a-week via a toll-free number/pager system. A technical staff member will return COUNTY emergency calls requiring immediate attention.

12.1 During CONTRACTOR’s regular business hours, 8 a.m. to 5 p.m. Central Standard Time, Monday through Friday, excluding holidays, COUNTY will be allowed unlimited toll-free calls, e-mails, and faxes related to any concern with the software.

12.2 If the hotline is called outside of regular business hours with non-emergency matters that could be addressed during regular business hours, COUNTY will be billed for such calls at a rate of \$95 per hour (minimum one hour). These fees will be payable, in addition to the normal annual support and maintenance fee, within 30 days of receiving an invoice.

12.3 CONTRACTOR response time commitment is depicted in the following table:

Priority	Description	Response Time
Critical Impact – Service Not Available	Service is unavailable or halted Data is unavailable or nonfunctional Service productivity or functionality is severely compromised There is a complete loss of service for all End Users and there is no ability to avoid or reduce the incident via a workaround	Less than two clock hours 24 x 7
Major Impact – Severely Impaired	Service performance/functionality for all End users is seriously impaired or degraded Data accuracy is seriously impaired There is no ability to avoid or reduce the effect of the incident via a workaround	Less than four clock hours 24 x 7
Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Service has encountered a non-critical issue with minimal loss of performance/functionality Data accuracy is minimally degraded May be identified as a functional defect Complete stoppage of a single End User A partial loss of service for a End User and there is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 16 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
Low Impact – Single User Application Issue	Service is unavailable or degraded (not a complete work stoppage) for a Single End User There is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 24 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

Priority	Description	Response Time
No Impact	Password resets Requests for access rights File restores Issues of similar importance	Less than 48 business Hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

13.0 Software Maintenance

CONTRACTOR recognizes the importance of continued software enhancements and innovation. CONTRACTORs software applications are systematically developed to ensure new software enhancements and latest technological changes are incorporated regularly into each of the CONTRACTOR software applications.

13.1 CONTRACTOR shall release Service Packs and Feature Packs that contain fixes and new functionality respectively. Software support and maintenance customers are eligible for receipt of all new Service Packs and Feature Packs for the term of their agreement.

13.2 Upon release of a Service Pack or Feature Pack, affected and eligible customers are notified by phone or e-mail. Based on the contents, CONTRACTOR Technical Support will determine the most effective method for making the software available.

14.0 On-site Training

For on-site training, a combination of classroom instruction and hands-on training will be provided. The classroom presentation provides foundational information and introduces software functionality. The hands-on session concentrates on procedural based functionality.

14.1 GeoLynx 9-1-1 Server with AVL training will include up to five days on-site by a CONTRACTOR software training specialist. On-site training throughout this five-day period will be provided for up to 20 participants per each of the following sessions:

- GeoLynx 9-1-1 Server system administrator session(s) – up to four hours/session
- GeoLynx 9-1-1 Server system train-the-trainer session(s) – up to three hours/session
- AVL Add-on Module system train-the-trainer session(s) – up to one hour/session

14.2 GeoLynx Mobile training will include up to five days on-site by a CONTRACTOR software training specialist. On-site training throughout this five-day period will be provided for up to 20 participants per each of the following sessions:

- GeoLynx Mobile system administrator train-the-trainer session(s) – up to one hour/session
- Basic custom CAD interface overview session(s) – up to one hour/session
- Refresher GeoLynx 9-1-1 Server system administrator or train-the-trainer session(s)
- Refresher AVL Add-on Module train-the-trainer session(s)

14.3 Following each original train-the-trainer session, the CONTRACTOR training specialist will attend user training sessions conducted by COUNTY staff that was trained on the functions of the

software. The CONTRACTOR training specialist will observe and then be available to assist in training sessions and provide feedback following the observation sessions.

14.4 GeoLynx 9-1-1 Server System Administrator Training Session

CONTRACTOR has learned through experience the most effective way to train an administrator is to have them attend a user session first then build on that foundation with administrator content. All CONTRACTORs training curriculums have been designed to facilitate the acquisition of basic skills and concepts relating to the use of mapping software in the 9-1-1 call answering process.

14.5 CONTRACTORs system administration training is to provide a basic understanding of the functionality and ongoing maintenance of CONTRACTORs GeoLynx 9-1-1 Server system. In addition, CONTRACTORs will train system administrators on how to make adjustments to better fit the needs of the individual PSAP. This is accomplished through a combination of background lectures with functionality and scenario based hands-on exercises.

14.6 The system administration training will be broken down into four basic components CONTRACTOR shall provide the System Architecture, the system architecture portion will include an overview of the following:

- GeoComm Configuration Controller
- SQL Server
- Geodatabases
- Address Locators

15.0 Installation

In the event of a hardware or system failure, CONTRACTORs GeoLynx 9-1-1 Server will require reinstallation. The CONTRACTOR Implementation Specialist will train the system administrators on necessary processes for reinstallation and reconfiguration of the system. Some of the installation concepts and processes covered in this course include:

- GeoComm configuration controller
- User account configurations/settings
- GeoLynx 9-1-1 Server architecture
- Map data layer requirements

16.0 Maintenance Procedures

Maintenance of map data and settings within GeoLynx 9-1-1 Server is required to preserve accuracy levels established during the original installation. The CONTRACTOR Implementation Specialist will detail how to add updated map data layers into GeoLynx 9-1-1 Server and the corresponding settings. Some of the maintenance procedures covered in this course include:

- To add a geocode service for GeoLynx 9-1-1 Server
- To add the map service for GeoLynx 9-1-1 Server
- To restart services after a map update
- .mxd maintenance

17.0 Configuration Options

GeoLynx 9-1-1 Server includes the ability to customize a multitude of settings and configuration options. Configuration training will focus on the options available to the system administrator to

accommodate the need of the individual system user. The configuration training will allow the administrator to develop the skill set for maintaining GeoLynx 9-1-1 Server. GeoLynx 9-1-1 Server provides user-friendly configuration interface that is password protected to allow for easy manipulation of the software.

17.1 Some of the settings and configuration options covered in this course include CONTRACTOR shall provide training of:

- Optimizing Map Caches
- Configure Advanced Search
- Configure Hyperlinks
- Configure the Map Identify Tool
- Configure system to minimize required maintenance
- Customize map data display (set the desired number of map views)
- Special feature modules

17.2 The COUNTY system administrators will be responsible for understanding how GeoLynx 9-1-1 Server works and what files are affected by changes within the system. The overall focus of the training will revolve around the various options available for making adjustments within the system. These options relate mainly to display options of map data in the map views at workstations and application options such as the status bar configuration.

17.3 GeoLynx 9-1-1 Server Train-the-Trainer Training Session

The intent of CONTRACTORS train-the-trainer program is to provide instruction on GeoLynx 9-1-1 Server that will aid in the understanding of the many functions of the system. In addition training will include instruction on how to train other system users and administrators.

17.4 Training Instruction

The train-the-trainer program will provide the subject matter and materials required to develop the knowledge needed for COUNTY trainers to train other system users and administrators. The training sessions follow the same curriculum structure as the system user and administrator training courses along with this session as outlined below.

17.4.1 CONTRACTOR shall provide appropriate materials to the trainers. The session will review the support material necessary for COUNTY trainers to support and train other staff members on GeoLynx 9-1-1 Server. Agendas discussing the recommended training format and scheduling of training and workstations for training purposes will be reviewed.

17.5 General Background Discussion

User training highlights the integration of GIS technology in the public safety industry. The training session provides the tools for understanding the software. Some topics covered are:

- What is GIS?
- Map layers
- Layer types
- Function of map data
- Common Operating Picture (COP)

17.6 Functionality Training

The training focuses on basic functionality and features of GeoLynx 9-1-1 Server and provides the dispatcher with tools needed to take advantage of command within the software.

17.6.1 Specific topics covered in the functionality training portion include:

- To log into/out of GeoLynx 9-1-1 Server
- Map navigation tools
- Find: advanced search, to locate an intersection, to locate an x,y coordinate, to manually locate an address, and more
- Features panel: AVL features, feeds, HazMat, layers, markups, views
- 2008 Emergency Response Guidebook (ERG) integration
- Viewing Modes
- Accessing help files

17.7 Procedural Training

The procedural or scenario-based training is customized to fit general procedures. These carefully designed scenarios produce optimum “hands-on” learning environment, allowing system users to use the various tools available for map navigation, as well as other tools in GeoLynx 9-1-1 Server.

CONTRACTOR shall provide trainees a basic comfort level with the software deemed acceptable by the COUNTY.

The training curriculum will provide system users the ability to pull the functionality of GeoLynx 9-1-1 Server into scenarios that could exist.

17.8 AVL Add-on Module Train-the-Trainer Training Session

The intent of CONTRACTORs train-the-trainer program is to provide instruction on the AVL Add-on Module that will aid in the understanding of the many functions of the system. In addition training will include instruction on how to train other system users and administrators.

17.9 Training Instruction

CONTRACTOR shall provide a train-the-trainer program on the subject matter and materials required to develop the knowledge needed for COUNTY trainers to train other system users and administrators.

The training sessions follow the same curriculum structure as the system user and administrator training courses along with this session as outlined below.

17.10 CONTRACTOR shall provide appropriate materials to the trainers. The session will review the support material necessary for COUNTY trainers to support and train other staff members on the AVL Add-on Module. Agendas discussing the recommended training format and scheduling of training and workstations for training purposes will be reviewed.

17.11 Functionality Training

CONTRACTOR shall provide AVL Add-on Module functionality training topics will include:

- Display different indicators (user definable icons) for each kind of vehicle that has vehicle tracking.
- View vehicle positions throughout the day
- Query AVL log data for one vehicle

- Query AVL log data for multiple vehicles
- Create an accurate record of where COUNTY vehicles have been, how long they've been stopped at any given location, and a record of the entire route, thereby creating the capability for "after the fact" reconstruction of a unit's activity, movement, routes of travel, and status throughout a defined period of time.

17.12 GeoLynx Mobile Train-the-Trainer Training Session

The intent of CONTRACTORs train-the-trainer program is to provide instruction on GeoLynx Mobile that will aid in the understanding of the many functions of the system. In addition training will include instruction on how to train other system users and administrators.

17.13 Training Instruction

The train-the-trainer program will provide the subject matter and materials required to develop the knowledge needed for COUNTY trainers to train other system users and administrators. The training sessions follow the same curriculum structure as the system user and administrator training courses along with this session as outlined below.

17.13.1 Appropriate materials will be provided to the trainers. The session will review the support material necessary for COUNTY trainers to support and train other staff members on GeoLynx Mobile. Agendas discussing the recommended training format and scheduling of training and workstations for training purposes will be reviewed.

17.14 Functionality Training

CONTRACTOR shall provide GeoLynx Mobile functionality training topics to include:

- Map-centering modes
- Navigation features
- Configuring vehicle icons
- Search
- Markups
- Hyperlinks

17.15 Training Summary

Phase	Description	Estimated # of Sessions	Estimated # of Training Participants per session
Phase I	GeoLynx 9-1-1 Server system administrator session(s) – up to four hours/session	Two	Up to 20 (typically 4-6)
	GeoLynx 9-1-1 Server system train-the-trainer session(s) – up to three hours/session	Two training sessions and up to six observation sessions.	Up to 20
	AVL Add-on Module system train-the-trainer session(s) – up to one hour/session	Two training sessions and up to six observation sessions.	Up to 20
Phase	GeoLynx Mobile system	Two training sessions and up	Up to 20

II	administrator train-the-trainer session(s) – up to one hour/session	to six observation sessions.	
	Basic custom CAD interface overview session(s) – up to one hour/session	Two training sessions and up to six observation sessions.	Up to 20
	Training staff to install remaining GeoLynx Mobile license	One	Up to 10

18.0 Personnel and Project Management

The CONTRACTOR, and all employees of the CONTRACTOR who perform work within any Sheriff's facility or have access to any COUNTY data, shall be subject to security clearance by the Sheriff. In recognition of the sensitive nature of Sheriff's facilities or any data maintained by the COUNTY, the CONTRACTOR agrees that in the event the Sheriff, at its discretion, is dissatisfied with any of the personnel provided under the Contract, the COUNTY will give notice to the CONTRACTOR of such fact and the reason therefore, and if the problem cannot be resolved, the CONTRACTOR agrees that the individual(s) about whom the dissatisfaction has been expressed will not perform any duties thereafter at the facility or with the related data . This will be at the sole discretion of the COUNTY and without additional compensation to the CONTRACTOR.

18.1 The CONTRACTOR agrees to advise the COUNTY, within ten (10) days, the names of any employees who are no longer employed by the CONTRACTOR who were once authorized to perform services within any COUNTY facility or with any COUNTY data pursuant to this agreement.

18.2 CONTRACTOR'S personnel to be adorned at all time with identifying uniform or company shirt including a photo ID badge.

18.3 Training Timeline

GeoComm and Riverside County stakeholders will develop a mutually agreeable training timeline as part of the initial project planning at the start of the project. GeoComm anticipates being on-site for up to two weeks in Phase I and Phase II (part 1).

19.0 Software Assurance

Existing hardware specifications for the COUNTY, and minimum and recommended hardware specifications for the GeoLynx Mobile product are listed below. GeoLynx Mobile will function in any of the COUNTY hardware configurations listed. Application performance will be enhanced as hardware configurations increase to meet the stated GeoLynx Mobile specifications.

COUNTY Hardware Specifications:

Data911 M5	1.6GHz	512MB	60GB
Data911 M5-2	1.8GHz	1024MB	60GB
Data911 M6	2.0GHz	2048MB	60GB
Data911 M6-2	2.2GHz Dual Core	3000MB	80GB

GeoLynx Mobile Specifics:

System Components	Minimum	Recommended
Description	GeoLynx Mobile allows a user to access a mobile map of their surroundings. In certain environments it is also possible for the user to receive AVL data, CAD calls, and E9-1-1 calls from dispatch.	
CPU	2.2 GHz dual core or better	2.5 GHz dual core or better
RAM	2 GB or more	4 GB or more
Available Hard Drive Space	Depending on map data set, 20 GB or more	Depending on map data set, 40 GB or more. GeoComm recommends shock mounted hard drive to protect against vibration and jarring damage in a mobile environment.
Display	800x600 resolution, 24-bit color depth, with Active Matrix	1024 x 768 resolution or better, 32 bit color depth, with Active Matrix; it is desirable to choose a display that is highly visible in a mobile environment which may include side angle viewing and different lighting environments.
Graphics Card	32 MB integrated graphics card	256 MB discrete graphics card or better with OpenGL 2.0 support
Operating System	<p>Windows XP Pro (32 bit & 64 bit), Vista Business & Ultimate (32 bit & 64 bit) or Windows 7 Pro, Enterprise, & Ultimate (32 bit & 64 bit) for GeoLynx Mobile client.</p> <p>Windows XP Pro (32 bit & 64 bit), Vista Business & Ultimate (32 bit & 64 bit), Windows 7 Pro, Enterprise, & Ultimate (32 bit & 64 bit), Windows Server 2003 R2 (32 bit & 64 bit), Windows Server 2008 (32 bit & 64 bit) or Windows Server 2008 R2 (x64 only) for server.</p> <p>** note that server and clients must be on the same platform if Windows XP clients/server or Windows Server 2003 R2 server is included (either all 32 bit or all 64 bit – cannot be mixed), recommended to have server and client on same platform no matter what operating systems are used.</p>	
Serial Ports	<p>If your application requires a serial port, GeoComm strongly recommends you select a mobile data computer with a built in hardware serial port. While it is possible to add serial ports with PCMCIA cards or USB adapters, GeoComm has found these to be less reliable in a mobile environment. If your application requires multiple serial ports, GeoComm recommends a mobile docking station built for this purpose. Call GeoComm if you have any questions regarding your GeoComm application and serial port requirements.</p>	
Optical Drive	DVD-ROM	DVD+-RW

20.0 Software Support-Service Requirement

20.1 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 the problem by telephone, facsimile or electronic mail.

Priority	Description	Response Time
Critical Impact – Service Not Available	Service is unavailable or halted Data is unavailable or nonfunctional Service productivity or functionality is severely compromised There is a complete loss of service for all End Users and there is no ability to avoid or reduce the incident via a workaround	Less than two clock hours 24 x 7
Major Impact – Severely Impaired	Service performance/functionality for all End Users is seriously impaired or degraded Data accuracy is seriously impaired There is no ability to avoid or reduce the effect of the incident via a workaround	Less than four clock hours 24 x 7
Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Service has encountered a non-critical issue with minimal loss of performance/functionality Data accuracy is minimally degraded May be identified as a functional defect Complete stoppage of a Single End User A partial loss of service for a End User and there is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 16 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
Low Impact – Single User Application Issue	Service is unavailable or degraded (not a complete work stoppage) for a Single End User There is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 24 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
No Impact	Password resets Requests for access rights File restores Issues of similar importance	Less than 48 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

20.2 CONTRACTOR’S failure to meet the above defined Response Times in any given month during the term and any renewal term shall be deemed a service level default (“Service Level Default”) and COUNTY may obtain the non-exclusive remedies set forth below.

Response Service Levels (calculated monthly on a per incident basis)	Service Level Credit
Meets Response Time	0%
1 st Failure to meet Response Time	5% of monthly fee
2 nd Failure to meet Response Time	10% of monthly fee

20.3 Credits shall be applied against the next invoice. In the event a Service Level Default occurs after a party has given notice of termination, or COUNTY has made final payment to CONTRACTOR for the software support services and no further invoices shall issue as a result, CONTRACTOR shall refund to COUNTY the amount of the appropriate Service Level Credit due for the period of default.

Exhibit B – Project Costs and Payment Schedule

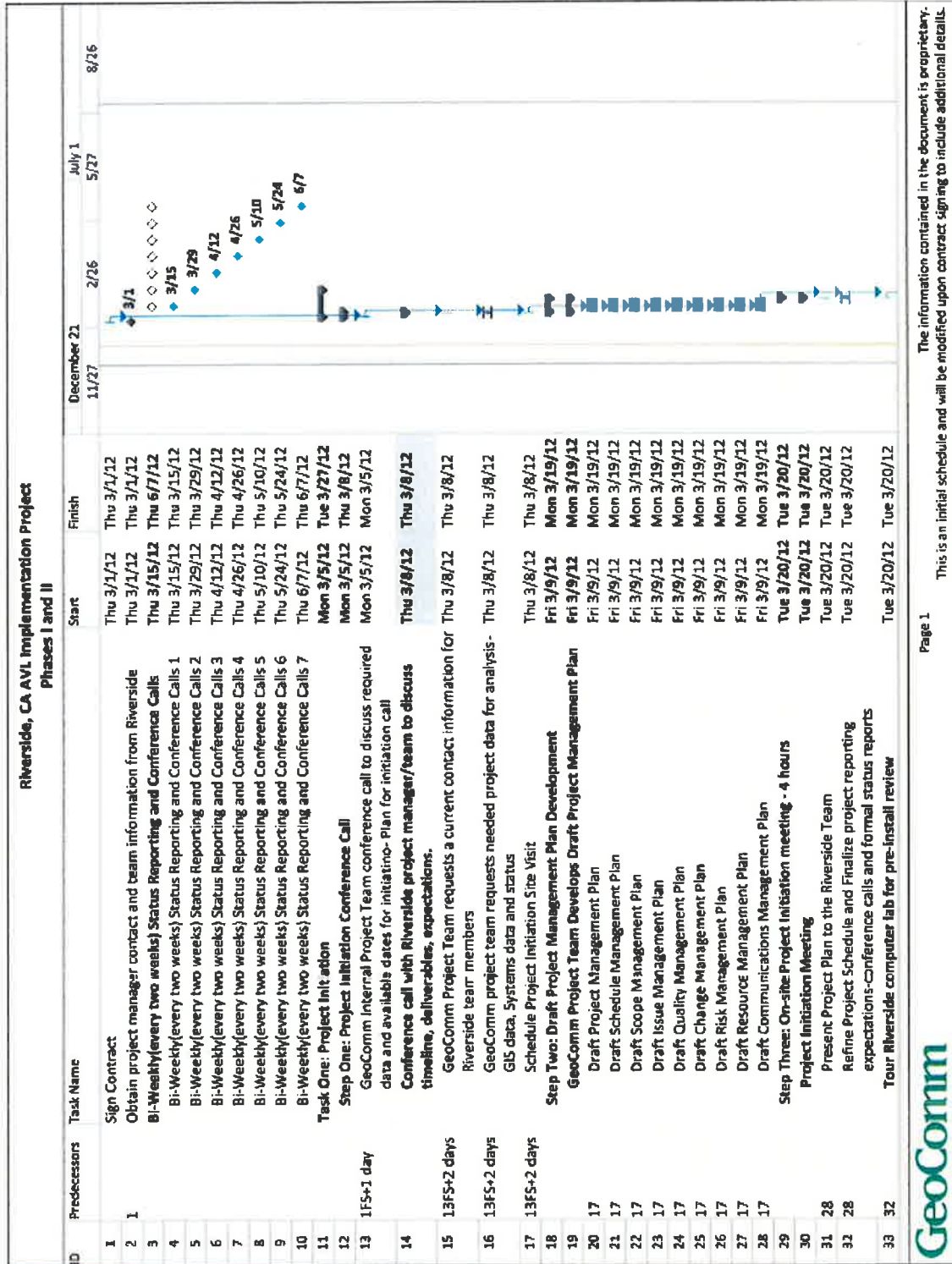
Description	Total Price
Phase I Costs	
Project Management Services	\$46,650
GIS Services	\$8,995
GeoLynx Server Software License with AVL Module	\$116,071
GeoLynx Server Installation and Training Services	\$12,700
Basic Dispatch CAD Interface	\$2,760
CAD Interface Customization Services	\$5,280
GeoLynx Server Software Support and Maintenance – Year One	\$23,551
Total Phase I	\$216,007.00
Phase II Costs	
Description	
GeoLynx Mobile Software Support and Maintenance – 26 units– Year One	\$2,470
GeoLynx Mobile – includes IP AVL Client Interface – 26 Court Services units	\$10,400
GeoLynx Mobile Installation and Training Services – 5 Units	\$12,700
GeoLynx Mobile – 900 units_Patrol	\$310,500
GeoLynx Mobile Software Support and Maintenance – 900 units – Year One	\$94,929
Total Phase II	\$430,999.00
PROJECT TOTAL	\$647,006.00
Notes:	
<p>Riverside County is responsible for payment of all applicable CA sales tax. Contractor must include sales tax on invoices.</p> <p>Riverside County is responsible for providing hardware meeting specifications as provided.</p> <p>Software warranty dates and commencement of contracted Software Support and Maintenance are predicated on Riverside County exercising their option to purchase the 900 additional GeoLynx Mobile units. Software Support and Maintenance fees commence based on the payment schedule listed below.</p> <p>There are no additional charges to view additional vehicles plotting on GeoLynx Server.</p>	

Exhibit B Con't – Project Costs and Payment Schedule

Payment Schedule:

\$15,550	Billed net 45 upon completion of project conference call
\$15,550	Billed net 45 upon submittal of draft project management plan
\$15,550	Billed net 45 upon acceptance of final project management plan
\$145,806	Billed net 45 upon completion of GeoLynx Server installation and training
\$23,100	Billed net 45 upon completion of initial GeoLynx Mobile installation and training
\$310,500	Billed net 45 upon commencement of County additional units installation
\$26,021	Software support fees for 26 court vehicles billed net 45 thirty days after installation OR September 1, 2012 if 900 additional units are purchased
\$94,929	Software support fees for additional units - contingent on additional unit purchase, billed net 45 on September 1, 2012

Exhibit C – Tentative Project Schedule



The information contained in the document is proprietary. This is an initial schedule and will be modified upon contract signing to include additional details.



Riverside, CA AVL Implementation Project Phases I and II					
ID	Predecessors	Task Name	Start	Finish	
34		Step Four: Final Project Management Plan	Mon 3/26/12	Tue 3/27/12	
35		Finalize Project Management Plan Documents Project Management Plan	Mon 3/26/12	Tue 3/27/12	
36	33FS+2 days	Draft Project Management Plan	Mon 3/26/12	Tue 3/27/12	
37	33FS+2 days	Draft Schedule Management Plan	Mon 3/26/12	Tue 3/27/12	
38	33FS+2 days	Draft Scope Management Plan	Mon 3/26/12	Tue 3/27/12	
39	33FS+2 days	Draft Issue Management Plan	Mon 3/26/12	Tue 3/27/12	
40	33FS+2 days	Draft Quality Management Plan	Mon 3/26/12	Tue 3/27/12	
41	33FS+2 days	Draft Change Management Plan	Mon 3/26/12	Tue 3/27/12	
42	33FS+2 days	Draft Risk Management Plan	Mon 3/26/12	Tue 3/27/12	
43	33FS+2 days	Draft Resource Management Plan	Mon 3/26/12	Tue 3/27/12	
44	33FS+2 days	Draft Communications Management Plan	Mon 3/26/12	Tue 3/27/12	
45		Task Two: Software Implementation	Fri 3/9/12	Sat 9/1/12	
46		Installation kick-off call	Fri 3/9/12	Fri 3/9/12	
47		Step One: GIS	Tue 3/27/12	Tue 3/27/12	
48	46FS+2 days	Obtain GIS Data	Tue 3/27/12	Tue 3/27/12	
49	48FS+1 day	GIS evaluation	Fri 3/16/12	Wed 3/21/12	
50	49FS+1 day	GIS set up	Thu 3/22/12	Tue 3/27/12	
51	50	Installation preparation	Tue 4/3/12	Tue 4/3/12	
52	51	Hardware procurement	Wed 4/4/12	Wed 4/4/12	
53	46FS+5 days	CAD API info provided	Fri 3/16/12	Fri 3/16/12	
54	46FS+7 days	Blue Tree Event Protocol	Tue 3/20/12	Tue 3/27/12	
55	54	Blue Tree Event Protocol testing	Tue 3/27/12	Thu 3/29/12	
56		Step Two: On-site Module Installation and Configuration-to be refined	Fri 4/6/12	Thu 4/12/12	
57		Geolynx Server and 5 mobile installation	Fri 4/6/12	Fri 4/6/12	
58		Training	Mon 4/9/12	Fri 4/20/12	
59	57	Geolynx 9-1-1 Server with AVL training	Mon 4/9/12	Fri 4/13/12	
60		Geolynx 9-1-1 Server System Admin training	Mon 4/9/12	Mon 4/9/12	
61		Geolynx 9-1-1 Server train-the-trainer	Mon 4/9/12	Mon 4/9/12	
62		AVL train-the trainer	Mon 4/9/12	Mon 4/9/12	
63	59	Geolynx Mobile training	Mon 4/16/12	Fri 4/20/12	
64		Geolynx Mobile System Admin training	Mon 4/16/12	Mon 4/16/12	
65		Basic CAD interface overview	Mon 4/16/12	Mon 4/16/12	
66		Refresher Geolynx 9-1-1 admin training, as needed	Mon 4/16/12	Thu 4/19/12	
67		Refresher AVL train the trainer, as needed	Thu 4/19/12	Fri 4/20/12	
68		System Level Testing	Mon 4/9/12	Mon 4/9/12	
69		Application software testing	Tue 4/10/12	Tue 4/10/12	
70		User testing	Wed 4/11/12	Wed 4/11/12	

The information contained in the document is proprietary. This is an initial schedule and will be modified upon contract signing to include additional details.



Riverside, CA AVL Implementation Project Phases I and II				
ID	Predecessors	Task Name	Start	Finish
70		Standards testing	Thu 4/12/12	Thu 4/12/12
71		Testing report presented to client prior to go live	Thu 4/12/12	Thu 4/12/12
72		Provisional acceptance	Fri 4/13/12	Fri 4/13/12
73		Step Three: Riverside testing	Tue 5/1/12	Fri 6/1/12
74		Testing processes TBD	Tue 5/1/12	Thu 5/31/12
75	73, 74	Riverside final acceptance of Phase 1	Fri 6/1/12	Fri 6/1/12
76		Riverside final acceptance of Phase 2 (26 vehicles)	Fri 6/1/12	Fri 6/1/12
77		Step Four: Riverside installation	Fri 6/1/12	Fri 8/31/12
78		Riverside install 900 vehicles	Fri 6/1/12	Fri 8/31/12
79		SS&M begins	Sat 9/1/12	Sat 9/1/12
80				

Page 3 This is an initial schedule and will be modified upon contract signing to include additional details. The information contained in the document is proprietary.



Exhibit D – Optional Pricing & Price Quotes

Optional Pricing-Delay of Phase II 900 Unit In-Vehicle GeoLynx Mobile Purchase

Should the County opt to delay purchase of Phase II 900 mobile units, GeoComm will honor the following price quote schedule:

Delay of Phase II 900 Unit In-Vehicle GeoLynx Mobile Purchase		
Purchase Date	900 GeoLynx Mobile Licenses (initial license fee)	900 Support and Maintenance – Year One through Four with 3% Increase Thereafter
By Oct 31, 2012	\$351,250	\$110,704
By Oct 31, 2013	\$392,000	\$126,478
After Oct 31, 2013	COUNTY must request new quote	COUNTY must request new quote

Maintenance Renewal Fees

The quoted maintenance renewal fees below are predicated upon the purchase of one GeoLynx Server Software with GeoLynx AVL Module and a total of 26 GeoLynx Mobile units by March 1, 2012, and the additional purchase of 900 additional GeoLynx Mobile units by June 1, 2012. In the event these products and quantities are not purchased by the said dates, maintenance fees for the 900 GeoLynx Mobile licenses are reflected in the above table: “Delay of Phase II 900 Unit In-Vehicle GeoLynx Mobile Purchase.”

Annual Support Fees – renewable on September 1 of each year	
GeoLynx Server Software Support and Maintenance – Year Two	\$23,551
GeoLynx Mobile Software Support and Maintenance – 26 units– Year Two	\$2,470
GeoLynx Mobile Software Support and Maintenance – 900 units – Year Two	\$94,929
9/1/13 – 8/31/14 Total	\$120,950.00
GeoLynx Server Software Support and Maintenance – Year Three	\$23,551
GeoLynx Mobile Software Support and Maintenance – 26 units– Year Three	\$2,470
GeoLynx Mobile Software Support and Maintenance – 900 units – Year Three	\$94,929
9/1/14 – 8/31/15 Total	\$120,950.00
GeoLynx Server Software Support and Maintenance – Year Four	\$23,551
GeoLynx Mobile Software Support and Maintenance – 26 units– Year Four	\$2,470
GeoLynx Mobile Software Support and Maintenance – 900 units – Year Four	\$94,929
9/1/15 – 8/31/16 Total	\$120,950.00
GeoLynx Server Software Support and Maintenance – Year Five	\$24,258
GeoLynx Mobile Software Support and Maintenance – 26 units– Year Five	\$2,544
GeoLynx Mobile Software Support and Maintenance – 900 units – Year Five	\$97,777
9/1/16 – 8/31/17 Total	\$124,579
GeoLynx Server Software Support and Maintenance – Year Six	\$24,985
GeoLynx Mobile Software Support and Maintenance – 26 units– Year Six	\$2,620

GeoLynx Mobile Software Support and Maintenance – 900 units – Year Six	\$100,710
9/1/17 – 8/31/18 Total	\$128,315
GeoLynx Server Software Support and Maintenance – Year Seven	\$25,735
GeoLynx Mobile Software Support and Maintenance – 26 units– Year Seven	\$2,699
GeoLynx Mobile Software Support and Maintenance – 900 units – Year Seven	\$103,731
9/1/18 – 8/31/19 Total	\$132,165
GeoLynx Server Software Support and Maintenance – Year Eight	\$26,507
GeoLynx Mobile Software Support and Maintenance – 26 units– Year Eight	\$2,780
GeoLynx Mobile Software Support and Maintenance – 900 units – Year Eight	\$106,843
9/1/19 – 8/31/20Total	\$136,130
GeoLynx Server Software Support and Maintenance – Year Nine	\$27,302
GeoLynx Mobile Software Support and Maintenance – 26 units– Year Nine	\$2,863
GeoLynx Mobile Software Support and Maintenance – 900 units – Year Nine	\$110,049
9/1/20 – 8/31/21Total	\$140,214
GeoLynx Server Software Support and Maintenance – Year Ten	\$28,121
GeoLynx Mobile Software Support and Maintenance – 26 units– Year Ten	\$2,949
GeoLynx Mobile Software Support and Maintenance – 900 units – Year Ten	\$113,350
9/1/21 – 8/31/22Total	\$144,420

The following is provided for the information of the COUNTY only and is not included in the pricing of this agreement.

Purchase of Mobile licenses exceeding 926 during Phase II

GeoLynx Mobile –additional units exceeding 926	\$345 per unit
GeoLynx Mobile – additional units exceeding 926 Software Support and Maintenance	\$105.47 per unit