

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



**ITEM
3.69
(ID # 3670)**

MEETING DATE:

Tuesday, March 7, 2017

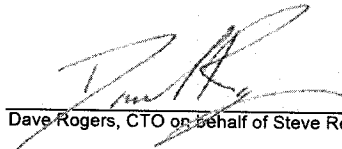
FROM : PUBLIC SAFETY ENTERPRISE COMMUNICATION (PSEC):

SUBJECT: Public Safety Enterprise Communication (PSEC): Approve an Agreement with Radio IP Software, Inc., Without Seeking Competitive Bids, to Provide Multi-IP Support and Maintenance for PSEC, for Five Years. [Districts: All]; [Annual cost \$74,820, total Cost \$397,233 (3 percent annual inflator) - 100% PSEC Operating Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the attached agreement with Radio IP Software, Inc., for Multi-IP software support and maintenance services, in the annual amount of \$74,820, for a period of five years; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel, to: a) sign amendments to the Agreement that do not change the substantive terms of the Agreement; and b) sign amendments to the compensation provisions that do not exceed a 3% annual increase.


ACTION: Policy


Dave Rogers, CTO on behalf of Steve Reneker, CIO 2/23/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 7, 2017
xc: PSEC, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 74,820	\$ 77,065	\$ 397,231	See supplemental
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% PSEC Operating Budget			Budget Adjustment: No	
			For Fiscal Year: 16/17-20/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

During the first year of PSEC operations, Motorola brought in Radio IP Software, Inc., to optimize wireless data downloads to and from public safety vehicles and it has been recommended that this business relationship continue. Under the proposed agreement, Radio IP Software, Inc., will provide continued maintenance, technical support and delivery of all future software updates for their Multi-IP software suite, presently licensed to operate on the PSEC system.

These mobile data computers are installed in all Fire and Sheriff's patrol vehicles and the Multi-IP software enables these vehicles to receive computer aided dispatch (CAD) data wirelessly across the PSEC network, over one of four wireless networks. It also provides a server component that balances the number of vehicles on the system across four virtual servers, which enhances the functionality of the entire network.

The Multi-IP software suite is an optimized Internet Protocol (IP) that has all the functionality of IP connectivity but is specifically designed for a wireless environment. The software suite includes unique products in the public safety and emergency medical services markets. These products are designed to meet the needs and requirements of mobile Transmission Control Protocol and Internet Protocol (TCP/IP) data over hybrid IP based protocols, composed of both private Radio Frequency (RF) and public cellular networks. Radio IP Software, Inc., holds the exclusive rights to this Multi-IP license for maintenance, technical support and software updates.

Impact on Residents and Businesses

This agreement provides mobile Virtual Private Network (VPN) services for county agencies that use those networks to better serve the public.

SUPPLEMENTAL:

Additional Fiscal Information

Table below shows annual cost plus the 3% inflator:

Fiscal Year	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Total
Annual Cost:	\$74,820	\$77,065	\$79,377	\$81,758	\$84,211	\$397,231

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

Contract History and Price Reasonableness:


The Multi-IP software suite is the product Motorola delivered to meet the contractual obligations for the data component of the PSEC system implementation, October 1, 2013 through December 31, 2014, as approved by the Board on October 22, 2013, agenda item 3-52. The pricing is consistent with most software maintenance agreements and money will be saved by entering into this agreement now. Pricing increased only 3% from 2016 support costs, as approved by the Board on January 5, 2016, agenda item 3-21, which represented a savings of \$483 from what would otherwise have been the cost.

Attachments:

Sole Source Justification #17-201
Agreement with Radio IP Software Inc.

*** Previous Agenda Reference:**

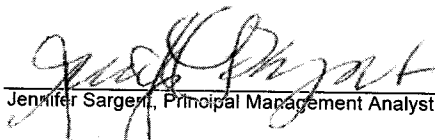
3-21 Approved 1/5/2016
3-52 Approved 10/22/2013
3.11 Approved 3/20/2012
3.9 Approved 7/26/2011
3.60 Approved 7/12/2011
3.41 Approved 2/29/2010
3.33 Approved 3/13/2009
3.42b Approved 1/30/2007
3.19 Approved 4/12/2005


Chet Ashbaugh, Chairman of the PSEC Steering Committee

2/23/2017


Neal R Kipnis, Deputy County Counsel IV

2/28/2017


Jennifer Sargent, Principal Management Analyst

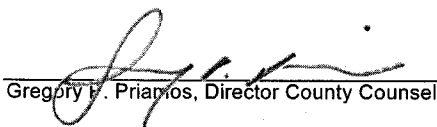
3/2/2017


Lisa Brandl, Director of Purchasing and Fleet Services

2/28/2017


Shelly Barry, RCN Executive Assistant

2/23/2017


Gregory V. Priamos, Director County Counsel

2/28/2017

STEVE RENEKER
Chief Information Officer

DAVE ROGERS
Chief Technology Officer



LOUIS RAJA ARUL DOSS, ACIO
Enterprise Applications Bureau
VEVA HARGUINDEGUY, ACIO
Converged Communications Bureau
JIM SMITH, ACIO
Technology Services Bureau

To: Board of Supervisors/Purchasing Agent

Date: January 18, 2017

Via: RCIT, Procurement Contract Specialist

From: Steve Reneker, Chief Information Officer

Subject: Sole Source Procurement for Multi-IP Software Maintenance Agreement between Radio IP Software Inc. and the County of Riverside.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supplier being requested:** Radio IP Software, Inc.

2. **Vendor ID:** 0000081284

3. **Supply/Service being requested:**

Under this agreement, Radio IP Software Inc. will provide continued maintenance, technical support and delivery of all future software updates for their Multi-IP software suite presently licensed to operate on the PSEC system and installed in all County Fire and Sheriff mobile data computers. Multi-IP is the software product currently installed on Fire and Sheriff mobile data computers and the server components that are operated and supported by RCIT Communications Division.

Multi-IP software suite licenses are listed below:

- a) Multi-IP Mobile VPN Gateway
- b) Multi-IP Mobile VPN Concurrent Gateway Option
- c) Multi-IP Mobile VPN Redundancy and Load Balancing Option
- d) Multi-IP Reporting Server
- e) Multi-IP Mobile VPN Concurrent Client Option
- f) Multi-IP Mobile VPN Client
- g) Multi-IP Reporting Client
- h) Multi-IP Reporting Client Option

4. **Alternative suppliers that can or might be able to provide supply/service and extent of market research conducted:**

No other supplier exists for these proprietary software and services. Multi-IP software suite is a concurrent network technology developed by Radio IP Software Inc. and as such they hold the exclusive rights to these licenses, maintenance and technical support. The Multi-IP software suite is the product Motorola delivered to meet the contractual obligations for data on the PSEC system implementation. No other products were evaluated.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

The Multi-IP software suite is an optimized Internet Protocol (IP) which has all of the functionality of IP connectivity but is specifically designed for a wireless environment. The software suite includes unique products in the Public Safety and Emergency Medical Services (EMA) markets. These are designed to meet the needs and requirements of mobile Transmission Control Protocol and Internet Protocol (TCP/IP) data over hybrid IP based protocols composed of both private Radio Frequency (RF) and public cellular networks.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**

The mobile data computers installed in all Sheriff's patrol vehicles and Fire vehicles receive computer aided dispatch (CAD) data wirelessly across the PSEC network. The Multi-IP software allows these vehicles to receive CAD data over one of four wireless networks:

- a) PSEC high performance data network
- b) PSEC 4.9 data network
- c) The department's own cellular network
- d) PSEC voice network

Multi-IP also provides a server component that load-balances the number of vehicles on the system across four virtual servers which enhances the functionality of the entire network.

Radio IP Software Inc. provides regular updates to the Multi-IP system environment and the updates change and enhance the functionality. This system is life critical for PSEC operations which require maximum availability to support the County Sheriff and Fire departments.

7. **Period of Performance: From 1/1/2017 to 12/31/2021 (5 years)**

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Total
One-time Costs:	\$74,820	\$77,065	\$79,377	\$81,759	\$84,212	\$397,233
Annual pre-payment of support and maintenance for Multi-IP software suite						
Total Costs including annual 3% uplift:						\$397,233

Note: Cost reflects 3% annual uplift

9. **Price Reasonableness:**

Pricing is considered reasonable as it only increased by 3% from 2016 support costs which is within industry standard range of between 3%-5% annually.

10. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?

Yes, the agreement is for ongoing support, maintenance and version updates and as long as the software is being used, there would be support costs. Any future upgrades would be at an additional cost and done on an as needed basis. In the event of an upgrade or additional software license purchases, this request would be amended accordingly.

11. Projected Board of Supervisor Date (if applicable): February 7, 2017
EO submission due by January 26, 2017.

Steve Reneker 2/7/15
Steve Reneker, Chief Information Officer Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 84,312

One time

Annual Amount through 6/30/21

Terrence Sumner 2/16/17 17-201
Purchasing Agent Date Approval Number
(Reference of Purchasing Documents)

List Attachments:

Form 11 for Agreement approval for five years
Agreement with Radio IP Software Inc.

SOFTWARE MAINTENANCE AGREEMENT

for

MULT-IP SOFTWARE MAINTENANCE, SUPPORT and UPGRADES

between

COUNTY OF RIVERSIDE

and

RADIO IP SOFTWARE, INC.



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This Agreement, made and entered into this 1st day of January, 2017, by RADIO IP SOFTWARE, 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 manufactures and provides certain software products as more fully described and set forth in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions and the COUNTY has purchased licenses from CONTRACTOR to use the software. COUNTY wishes to be able to order support and maintenance services provided by CONTRACTOR, thus allowing it to preserve the continuity of operation of the software and to benefit from any updates to the software; and CONTRACTOR is willing to provide such support and maintenance services in accordance with the terms and conditions of this Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 services to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform these services at the prices stated in Exhibit B. CONTRACTOR is not to perform services 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 continues in effect through December 31, 2021 (duration of five years), unless terminated earlier, provided the COUNTY issues annually a purchase order for the renewal of the support covered by this Agreement and CONTRACTOR receives such purchase order before the first day of the renewal term. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed seventy four thousand eight hundred twenty dollars (\$74,820.00) for the first year including all expenses. Maximum annual payment amounts for years 2 through 5 are listed in Exhibit B3. 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.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. 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. Annual increases shall not exceed 3% and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR 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 as described below. Prepare invoices in duplicate. For this Agreement, send the original and duplicate to:

Public Safety Enterprise Communications

7195 Alessandro Blvd.

Riverside, CA 92506

Attention: Accounts Payable

- 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 (PEARC-92004-002-12/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

- b) Invoices shall be rendered annually in advance. COUNTY will pay CONTRACTOR for annual (twelve (12) month term) support services thirty (30) days prior to each renewal term providing CONTRACTOR submits invoice in a timely manner.
- c) Notwithstanding Section 3.3(b), if CONTRACTOR receives such purchase order in the next thirty (30) days following the first day of the renewal term, (along with payment of the applicable maintenance fee) and that such purchase order is for a renewal effective as of the beginning of the renewal term, then this Agreement will retroactively be renewed as of the beginning of the renewal term for a twelve (12) month term.
- d) CONTRACTOR may, at its full discretion, require a reactivation fee from the COUNTY if the purchase order for annual renewal of support has not been issued for more than two (2) months past the renewal date.

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, and invoices shall be rendered as described above. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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/or 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 this Agreement, an equitable adjustment shall be made in the Agreement price schedule 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 service, 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. This Agreement shall be terminated without any notice or delay if any of the following events occur:

(a) The COUNTY sells, assigns, transfers or otherwise disposes of its rights or a portion thereof in a license to the Software covered by this Agreement without obtaining the prior written permission from CONTRACTOR;

(b) The COUNTY or CONTRACTOR breaches or does not respect any term, condition or stipulation contained in this Agreement, or any End User License Agreement (EULA) relating to the Software when a default notice has been sent and such default has not been rectified within five (5) days of receipt of such prior notice.

5.2 Notwithstanding the foregoing, either of the two (2) parties hereto may terminate this Agreement without cause by registered letter upon giving the other party a ninety (90) day prior notice.

(a) If COUNTY exercises the right to terminate this Agreement without cause upon a ninety (90) day prior notice, COUNTY understands and agrees that CONTRACTOR shall not reimburse COUNTY for any maintenance fees paid prior to the date of termination, and that CONTRACTOR shall not continue to provide maintenance services past the date of termination.

(b) If CONTRACTOR exercises the right to terminate this Agreement without cause upon a ninety (90) day prior notice, CONTRACTOR agrees to continue to provide maintenance services for maintenance fees already paid for by the COUNTY. The terms and conditions of this Agreement shall continue to apply only in respect of such maintenance contracts and compliance therewith, including payment of maintenance fees to CONTRACTOR by the COUNTY, is a condition of their survival.

5.3 In the event that the COUNTY has paid any fees in advance for a given period and if this Agreement is terminated before the expiration of said period, if the default is attributable to CONTRACTOR, CONTRACTOR agrees to reimburse a prorated amount of the fees to the COUNTY equivalent to the amounts received which are applicable to the period having been the object of the termination.

5.4 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.

5.5 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, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the 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.

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 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 the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 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 (This section intentionally omitted)

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 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 (This section intentionally omitted)

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 particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Chief Information Officer (CIO), 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.

17.1 PSEC project manager:
Radio Engineer II / Phone: 951-955-0582

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

Public Safety Enterprise Communications
7195 Alessandro Blvd
Riverside, CA 92506
Attn: Contracts Administration

CONTRACTOR

Radio IP Software Inc.
1111 St. Charles West, East Tower, Suite 555
Longueuil, Quebec, Canada J4K5G4
Attn: Roch Tremblay, Chief Operating Officer
Email: Roch.Tremblay@radio-ip.com
Phone: +1 (514) 890-6070 ext. #630

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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 indemnification to Indemnitees as set forth herein.

21.3 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.

21.4 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.

22. Insurance

22.1 Radio IP holds the "TechConnect Custom Information Technology Policy" with the Berkley Insurance Company. This Policy is valid from September 7th 2016 to September 7th 2017, and is registered under Renewal Policy Number: BC 90000673. This Policy includes Professional Services Liability, and Electronic Media Liability (Coverage of 2,000,000.00\$). Network Security and Privacy Breach Liability

(Coverage of 2,000,000.00\$, and Privacy Breach Expense 50,000.00\$). Information Asset Loss (Coverage of 100,000.00\$), and Business Interruption Loss (Coverage of 50,000.00\$). This Policy also contains a Commercial General Liability coverage of 5,000,000.00\$.

22.2 Complete policy document available upon request.

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 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.

23.5 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.

23.6 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.

23.7 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.

23.8 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.

23.9 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

24 Limited Warranty

24.1 CONTRACTOR warrants to COUNTY that the Services to be provided hereunder will be performed in a diligent, workmanlike and professional manner, in compliance with industry standards.

24.2 EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES OF CONTRACTOR, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SOFTWARE, SERVICES, DOCUMENTATION OR OTHER ITEMS OR FACILITIES PROVIDED UNDER OR IN CONNECTION WITH THIS SMA. CONTRACTOR DOES NOT WARRANT THAT THE SOFTWARE, DOCUMENTATION OR THE SERVICES SUPPLIED HEREUNDER SHALL OPERATE WITHOUT INTERRUPTIONS OR BE ERROR FREE.

25 Limitation of Liability

25.1 IN NO EVENT SHALL THE AGGREGATE, CUMULATIVE LIABILITY OF CONTRACTOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS TO COUNTY, FOR CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE FEES PAID BY COUNTY FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FIRST AROSE.

25.2 To the maximum extent permitted by law, and except as otherwise provided in this Agreement, under no circumstances and under no legal theory, whether in tort (including negligence), contract or otherwise, shall CONTRACTOR be liable to the other Party for any special indirect, punitive, incidental or consequential damages incurred by the COUNTY resulting from or arising out of or in connection with this Agreement even if the other Party has been informed of the possibility of those damages.

26 **Limitation of Support**

26.1 CONTRACTOR SHALL NOT SUPPORT MOBILE UNITS IF THE SERVER TO WHICH THE UNITS ARE CONNECTED IS NOT COVERED UNDER A SOFTWARE MAINTENANCE AGREEMENT.

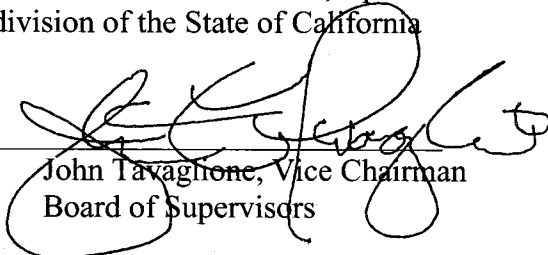
26.2 ANY ADDITIONAL LICENSE PURCHASED BY THE COUNTY TO FUNCTION WITH A SERVER WHICH IS NOT COVERED UNDER A SOFTWARE MAINTENANCE AGREEMENT WILL ONLY BE ENTITLED TO AN ACTIVATION KEY AND THE SOFTWARE RELEASE COMPATIBLE WITH THE SOFTWARE VERSION INSTALLED ON THE SERVER AT THE TIME THE ADDITIONAL LICENSE IS PURCHASED.

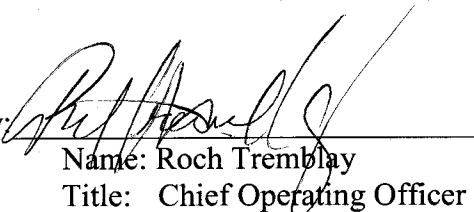
26.3 CONTRACTOR SHALL NOT SUPPORT MOBILE UNITS PURCHASED BY AN AGENCY OF THE COUNTY IF THE COUNTY'S SERVER IS NOT COVERED UNDER A SOFTWARE MAINTENANCE SMA.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

RADIO IP SOFTWARE, INC.

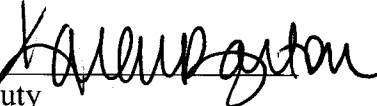
By: 
John Tavaghone, Vice Chairman
Board of Supervisors

By: 
Name: Roch Tremblay
Title: Chief Operating Officer

Dated: MAR 07 2017

Dated: 2/10/2017

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel


By:  2/22/17
Neal Kipnis,
Deputy County Counsel

EXHIBIT A SCOPE OF SERVICES

A1 – MAINTENANCE SERVICES:

A1.1 CONTRACTOR shall deploy all reasonable efforts to correct errors, bugs and programming defects, as reported by the COUNTY, that stem from the Software and that interfere with the proper functioning of the Software, as described in the specifications published by CONTRACTOR. CONTRACTOR shall not be responsible for the correction of any errors, bugs or defects affecting any equipment or software used in conjunction with the Software or due to such equipment or software. The COUNTY agrees to communicate to CONTRACTOR all the details of which it is aware concerning any errors, bugs and programming defects affecting the Software, in order to allow CONTRACTOR to properly perform its obligations hereunder. If, pursuant to such communication by the COUNTY, CONTRACTOR concludes that such errors, bugs and defects were non-existent or were caused by the equipment or software used in conjunction with the Software, or attributable to another cause to the Software, CONTRACTOR may, at its discretion, require the COUNTY to pay for time spent to detect and correct such errors, bugs and defects, at the daily consultation rate for professional services in force at such time.

A1.2 CONTRACTOR agrees to provide a telephone assistance service for the Software. The telephone assistance service of CONTRACTOR is available between 9:00 a.m. and 5:00 p.m. Canadian Eastern time, from Monday to Friday, except for legal holidays in effect in the Province of Quebec. CONTRACTOR shall ensure that calls from the COUNTY are returned within four (4) business hours. The purpose of the telephone assistance service of CONTRACTOR is to attempt to identify and resolve functional problems in the Software. Its purpose is not to identify nor resolve functional problems of hardware, software or equipment used in conjunction with the Software, nor to provide training to employees or consultants of the COUNTY with regard to the Software, and shall not be used as such by the COUNTY.

A1.3 CONTRACTOR agrees to provide an emergency telephone assistance service outside of regular telephone assistance service hours described at paragraph 1.2 of this Agreement. CONTRACTOR shall ensure that emergency calls are returned within four (4) hours. The purpose of the service is to attempt to identify and resolve urgent and major problems in the Software, which cause a stoppage of service and

which persist after a shutdown and restart of the server. If an emergency service call concerns a non-urgent matter, a problem that is not major or a problem which results from a cause other than from the Software, the COUNTY agrees to remunerate CONTRACTOR for the time spent to identify and resolve the problem at the daily consultation rate for professional services valid at the time.

A1.4 CONTRACTOR shall provide to the COUNTY the revised versions of the Software within a reasonable delay from the time they are offered on a commercial basis, as well as, where applicable, the terms and conditions of the End User License Agreement relating to the Software upon which the updates are offered (the “EULA”).

A1.5 COUNTY is deemed to have accepted the EULA if it installs the Software updates so provided. It is understood that in order to have a right to the Software updates (which includes, fixes, patches and Service Packs) in relation to specific copies of the Software, the COUNTY must have been party to a valid Agreement since the expiry of the warranty period of the Software or must retroactively disburse maintenance fees for the entire period not covered by an Agreement.

A1.6 CONTRACTOR is not obliged to offer installation services of the Software updates in the context of this Agreement. Any Software update is provided to the COUNTY, subject to the COUNTY abiding by the EULA entered into by the COUNTY for the initial version of the Software, including the number of permitted copies and the EULA communicated with the Software updates.

A1.7 It is understood that the COUNTY will have no right to receive or use any new software developed by CONTRACTOR, even if this new software can fulfill, in whole or in part, the same needs as the Software. CONTRACTOR shall have the sole discretion to determine whether such software constitutes a Software update, without additional fees being paid by the COUNTY, or an upgrade (new functionalities) for which licensing fees must be paid by the COUNTY.

A1.8 It is understood that CONTRACTOR is not required to proceed with modifications or improvements requested by the COUNTY or to provide other maintenance services not mentioned explicitly in this Agreement. Pursuant to a separate written Agreement with the COUNTY, CONTRACTOR may, at its sole discretion, proceed to such modifications or improvements with remuneration at the daily consultation rate for professional services in force at such time.

A2 – COUNTY RESPONSIBILITIES:

A2.1 COUNTY shall ensure that the equipment and software used in conjunction with the Software conform to the specifications which may be set out from time to time in the documentation provided with the Software, and ensure that these equipment and software are functional and do not impede the proper operation of the Software.

A2.2 COUNTY shall be solely responsible for the installation and configuration, at its cost, of any revised version of the Software that is communicated by CONTRACTOR pursuant to this Agreement. CONTRACTOR may designate certain revised versions as being mandatory updates, in which case the COUNTY shall install and configure the revised versions within thirty (30) days of transmittal of such update. If the COUNTY refuses or neglects to install the mandatory updates of the Software, CONTRACTOR shall not be required to provide maintenance services on such Software until installation of these mandatory updates is completed.

A2.3 To receive the full benefit of maintenance services provided under this Agreement, the COUNTY's server must be equipped with a secured high speed Internet access (VPN) to the CONTRACTOR server. This will enable persons providing maintenance services to connect to the COUNTY's server in accordance with agreed security standards, which may be necessary to address certain problems affecting the Software.

A2.4 COUNTY agrees that the maintenance services described in this Agreement shall be remotely provided and that CONTRACTOR shall have no obligation to travel to the location or the site of the COUNTY.

A3 DETAILED SOFTWARE DEFINITIONS (Referenced herein as "Software" for the purpose of what software is covered by this Agreement. Covered Software is listed by name and part number in Exhibit B Payment Provisions.)

A3.1 Multi IP Mobile VPN Solution Components is the CONTRACTORS flagship secure mobile VPN solution extends the reach of your corporate LAN over concurrent private and public wireless networks. Multi-IP employs gateways to route packets to and from mobile devices, LAN servers (application, authentication and mail) and the Internet over a virtual segment isolated from the corporate LAN.

A3.2 Multi IP Mobile VPN Solution Components consists of the following:

- a) Multi-IP Mobile VPN Gateway for support of IP Drivers on broadband networks. 1
Licence required per Gateway

- b) Mult-IP Mobile VPN Premium Gateway Option for support of narrowband networks. 1 Licence required per complete system.
- c) Mult-IP Mobile VPN Client for Support of IP Drivers on broadband networks. 1 licence required per user.
- d) Mult-IP Mobile Premium VPN Client Option for support of narrowband networks. 1 licence required per user.

EXHIBIT B
PAYMENT PROVISIONS

B1 - ANNUAL MAINTENANCE FEES

B1.1 In consideration of obtaining access to CONTRACTORS maintenance services described herein, COUNTY agrees to the maintenance Fees listed in Section B2 hereto, whether these Software licenses were acquired at a discounted rate or free of charge (the “Fees”).

B1.2 This amount shall be paid within thirty (30) days of the Effective Date, or, in the case of renewals, within thirty (30) days of the start of each renewal term.

B1.3 If the warranty period of additional licensed copies of the Software purchased by the COUNTY expires during the term of this Agreement or any renewal term, the COUNTY undertakes to pay a percentage, as per the current price list, of the cost of obtaining the relevant licenses for the Software, in proportion to the period of time between the end of the warranty period and the end of the current maintenance term.

B1.4 It is understood that the COUNTY shall not claim any credit for any period of time during which it did not have recourse to CONTRACTOR’s maintenance services.

B1.5 CONTRACTOR may modify the amount or the method of calculating maintenance fees or the conditions of this Agreement by providing to the COUNTY a ninety (90) days’ notice. These modifications will come into force immediately regarding any new order for maintenance services and, for maintenance contracts already benefiting the COUNTY, on the following January 1st upon written acceptance by COUNTY.

B1.6 Unless otherwise specified, all amounts payable to CONTRACTOR hereunder shall be in U.S. funds.

B2 YEAR 1 MAINTENANCE FEES:

Reference Quote Number: QUO-10844-W8T2Y1-0

QTY	Service or Item #	DESCRIPTION	Support Begin Date	Support End Date	Total Cost
6	SERVICE	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-G-IP - MVPN-MLT-G-IP / Mult-IP Mobile VPN Gateway (per gateway) IP Only] Renewal dates from 2017-01-01 to 2017-12-31	1/1/2017	12/31/2017	\$1,339.02
6	SERVICE	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-G-CON - MVPN-MLT-G-CON / Mult-IP Mobile VPN Concurrent Gateway Option (1 per gateway Farm)] Renewal dates from 2017-01-01 to 2017-12-31	1/1/2017	12/31/2017	\$669.48
1	SERVICE	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-RD - MVPN-MLT-RD / Mult-IP Mobile VPN Redundancy and Load Balancing Option (1 per Gateway Farm)] Renewal dates from 2017-01-01 to 2017-12-31	1/1/2017	12/31/2017	\$542.99
1	SERVICE	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-G-RP - MVPN-MLT-G-RP / Mult-IP Reporting Server (1 per Gateway Farm)] Renewal dates from 2017-01-01 to 2017-12-31	1/1/2017	12/31/2017	\$133.90
1413	SERVICE	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-CL-CON - MVPN-MLT-CL-CON / Mult-IP Mobile VPN Concurrent Client Option] Renewal dates from 2017-01-01 to 2017-12-31	1/1/2017	12/31/2017	\$28,373.04
1413	SERVICE	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-CL-IP - MVPN-MLT-CL-IP / Mult-IP Mobile VPN Client] Renewal dates from 2017-01-01 to 2017-12-31	1/1/2017	12/31/2017	\$37,840.14
475	SERVICE	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-CL-RP - MVPN-MLT-CL-RP / Mult-IP Reporting Client Option] Renewal dates from 2017-01-01 to 2017-12-31	1/1/2017	12/31/2017	\$1,904.75
999	SERVICE	Service Contract Renewal Customer: Riverside County Information Technology [MVPN-MLT-CL-RP - MVPN-MLT-CL-RP / Mult-IP Reporting Client Option] Renewal dates from 2017-01-01 to 2017-12-31	1/1/2017	12/31/2017	\$4,015.98
				Total Annual Cost	\$74,819.30
				2017	

B3 Annual Cost:

Contract Year and Period of Performance	Previous Year and Total Annual Cost	Annual uplift @ 3%	Total Annual Cost
Year 2: 1/1/2018 – 12/31/2018	Year 1 / \$74,819.30	\$2,244.58	\$77,063.88
Year 3: 1/1/2019 – 12/31/2019	Year 2 / \$77,063.88	\$2,311.92	\$79,375.80
Year 4: 1/1/2020 – 12/31/2020	Year 3 / \$79,375.80	\$2,381.28	\$81,757.08
Year 5: 1/1/2021 – 12/31/2021	Year 4 / \$81,757.08	\$2,452.72	\$84,209.80