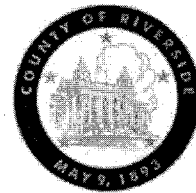


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.61
(ID # 4741)

MEETING DATE:
Tuesday, July 11, 2017

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approval of NICE Inc. as a Sole Source vendor for the purchase of the replacement of the existing NICE recording system, maintenance and support services for Sheriff's Dispatch Centers, ISB Records and Ben Clark Training Center without seeking competition for 5 years and approval of budget adjustments. [All Districts], [\$492,687- 5 Year Cost]; 100% Automated County Warrant System Fund. 4/5 Vote Required

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A; and,
2. Approve and Authorize Amendment 1 to the Agreement to purchase the replacement of existing NICE recording system to include maintenance and support services directly from NICE Inc. without securing competitive bids in the amount of \$352,551 and on-going maintenance service for \$35,034 starting year two through five of the contract terms; and,
3. Authorize Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel; to authorize changes to the services/ products that do not change the substantive terms of the agreement, including changes to the compensation provision that do not exceed 10% annually.

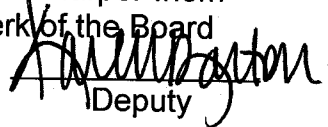
ACTION: 4/5 Vote Required, Policy


Kevin Vest 6/28/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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, Perez and Ashley
Nays: None
Absent: None
Date: July 11, 2017
xc: Sheriff, Auditor, 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	\$ 352,551	\$ 35,034	\$ 492,687	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Automated County Warrant System			Budget Adjustment: Yes	
			For Fiscal Year: 17/18-21/22	

C.E.O. RECOMMENDATION:

BR 18-001

BACKGROUND:

Summary

Currently the Sheriff's Dispatch Communications Centers in Riverside, Palm Desert and Colorado River Station and Warrants and Records Bureau are using a NICE voice recording system to record 9-1-1 emergency and non-emergency telephone calls, radio dispatch audio channels and records and warrant telephone calls. The original recorders were purchased in 2009 and were upgraded in 2012. Due to the age of the Sheriff's recorders, the imminent lack of maintenance support and the need to coordinate all dispatch recording throughout the County, including consoles operated at the Ben Clark Training Center, with the new Motorola radio system, the Sheriff's Department is proposing to purchase a replacement redundant NICE recording system. In addition, NICE notified the Sheriff's Department that they will no longer provide maintenance support for the 2012 recording system after March 2017.

The NICE product is proprietary to NICE Inc. which is the platform selected by Motorola, Inc. for the Public Safety Enterprise Communications System (PSEC) radio system approved by the Board on March 24, 2015; (agenda 3-28). The County competed a Request for Quote (RFQ) # ITARC-256A and Motorola was the only respondent and was also determined they can support and maintain the NICE equipment at the various Sheriff's Dispatch locations.

The NICE recording solution has the software for direct interface with the County's PSEC radio system recorders to record audio files from the radio system. Additionally, the Sheriff's Department has over two (2) years of active recordings and the current playback function is at end of life and will no longer be supported by NICE. The new NICE recording solution will provide continued access to these past 9-1-1 recordings. These recording are essential and are used by the Department in court proceedings.

Impact on Citizens and Businesses

The requested purchase allows the Sheriff's Department to continue to provide essential services by the recording of 9-1-1 emergency and non-emergency calls, calls for active warrants, calls to report non-emergency crime reports and PSEC radio communication. The Automated Warrant System Fund will be used to make this purchase. Per State Penal Code

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

Section 853.7, revenue from the Automated County Warrant System Fund can be utilized for these purchases.

Contract History and Price Reasonableness

The initial investment of hardware (\$141,295 including tax), software (\$141,689), professional service (\$53,300) and silver maintenance package (\$16,267 pro-rated) will cost the Department \$352,551. This total cost also included the negotiation of 35% discount on the software cost. In addition, the vendor agreed to hold their maintenance pricing for year 2-5. The maintenance contract is approximately 10% of the purchase price which is typical of software and hardware agreements.

Attachment

- Amendment No 1 with Nice Inc. Agreement
- Single Source Justification
- Statement of Work
- H11 Approval
- Attachment A: Budget Adjustment

ATTACHMENT A: BUDGET ADJUSTMENT

Increased Appropriations:

10000-2500200000-546280 Capitalized Software	\$141,689
10000-2500200000-546080 Equipment - Computer	\$141,295
10000-2500200000-525440 Professional Services	\$ 53,300
10000-2500200000-521640 Maintenance Software	\$ <u>16,267</u>
 Total	 \$352,551

Memo Line Only:

11087-2500200000-321142 Automated County Warrant System Fund	\$352,551
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SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Misley Wang
Misley Wang 6/28/2017

Lisa Brandl
Lisa Brandl, Director of Purchasing and Fleet Services 6/28/2017

Elizabeth Olson
Elizabeth Olson 7/6/2017

Gregory V. Priapos
Gregory V. Priapos, Director County Counsel 6/28/2017

**COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
NICE Systems, Inc.**

Original Contract Term:	Feb 1, 2016 through March 31, 2017
Contract Term Extended To:	June 30, 2022
Effective Date of Amendment:	July 1, 2017
Original Annual Maximum Contract Amount:	\$42,804 (maintenance only old system)
Amended Annual Maximum Contract Amount:	\$492,687
Contract ID:	SHARC-92827-003-03/17

The Agreement between County of Riverside (COUNTY) and NICE Systems, Inc. (CONTRACTOR), with an effective date of February 1, 2016, is continued and amended as follows:

1. Section 2.1, Period of Performance: Delete the first sentence in its entirety and replace with the following: "This Agreement shall be effective as of July 1, 2017 and continues in effect through June 30 2022, unless terminated earlier."
2. The attached Exhibit H (Statement of Work new system) is made part of the Agreement.
3. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:

"3.1 The COUNTY shall pay CONTRACTOR for all software, equipment professional and maintenance services, and all other items provided by CONTRACTOR pursuant to this Agreement, as stated in Exhibit H or elsewhere in the Agreement. The maximum aggregate payment paid by COUNTY to CONTRACTOR under this Agreement shall not exceed \$492,687, including all expenses and subject to the availability of fiscal funding. 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 H, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

The following is a summary of the five-year total payment to be made by COUNTY to CONTRACTOR:

Description:	FY18	FY19	FY20	FY21	FY22	Total
One-time Costs:						
Software	\$141,689					\$141,689
Hardware (includes tax)	\$141,295					\$141,295
Professional Services	\$53,300					\$53,300
Ongoing Costs:						
Silver Maintenance	\$16,267	\$35,034	\$35,034	\$35,034	\$35,034	\$156,403
Total Costs	\$352,551	\$35,034	\$35,034	\$35,034	\$35,034	\$492,687

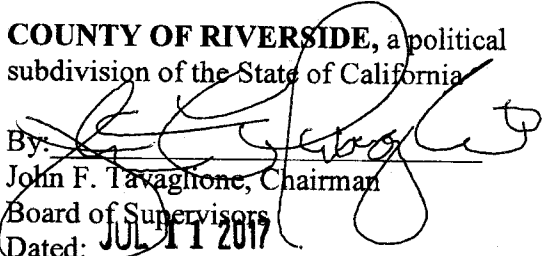
JUL 11 2017 3.61

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
NICE Systems, Inc.

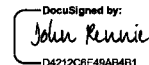
- 4. Exhibit B (Payment Provisions) is deleted in its entirety.
- 5. All other terms and conditions of the Agreement shall remain unchanged and in effect.

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

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

By: 
John F. Tavaghione, Chairman
Board of Supervisors
Dated: JUL 11 2017

NICE Systems, Inc.

By:  Name: John Rennie Title: General Manager, Public Safety Dated: <u>June 23, 2017</u>	DocuSigned by: John Rennie D4212C8E49A84B1	DocuSigned by: Kim Cohen F8C8B7C2FFEC490 Kim Cohen Director, Finance
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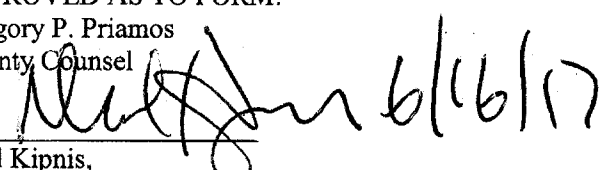
June 23, 2017

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Neal Kipnis,
Deputy County Counsel

**SOFTWARE MAINTENANCE, SOFTWARE AND HARDWARE PURCHASE
AND PROFESSIONAL SERVICE AGREEMENT**

for

INFORM LOGGING SYSTEM

between

COUNTY OF RIVERSIDE

and

NICE SYSTEMS, INC.



COPY

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This Agreement, made and entered into this 1st Day of February, 2016, (the "Agreement Effective Date") by and between (NICE SYSTEMS, INC), (herein referred to as "NICE or 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 and Product Purchases

1.1 The parties agree that this Agreement governs transactions whereby COUNTY may procure Products and Services from CONTRACTOR by submitting a Purchase Order to CONTRACTOR. "**Products**" means collectively the Equipment and Software. "**Services**" means the consulting, installation, implementation, training, maintenance, other services to be provided by CONTRACTOR pursuant to this Agreement.

1.2 CONTRACTOR shall provide all Maintenance Services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and to the Agreement.

1.3 COUNTY may purchase Professional Services subject to the terms and condition contained in Exhibit C, Contractor Professional Services Terms, at the prices set forth in the CONTRACTOR quote provided to County. All references in this Agreement to purchases of Software are intended by the parties to mean purchases of licenses to Software.

1.4 COUNTY may purchase Software subject to the terms and condition contained in Exhibit D, Contractor Software License Terms, at the prices set forth in the CONTRACTOR quote provided to County. All references in this Agreement to purchases of Software are intended by the parties to mean purchases of licenses to Software.

1.5 COUNTY may purchase Equipment subject to the terms and condition contained in Exhibit E, Contractor EQUIPMENT Purchase Terms, at the prices set forth in the CONTRACTOR quote provided to County.

1.6 Purchase(s) of product or services in addition to the Maintenance Services referenced herein will be added by written amendment, as outlined in Section 4, to (a) Exhibit A, Scope of Services, (b) Exhibit B, Payment Provisions and (c) Section 3, Compensation or additional new documents as needed.

1.7 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.

1.8 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 Maintenance Services at the prices stated in Exhibit B. CONTRACTOR is not to perform Services or provide Products for COUNTY unless stated in a written amendment to include additional Services and/or Products.

1.9 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 March 31, 2017, unless terminated earlier. 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 a. Maintenance Services. The COUNTY shall pay CONTRACTOR for Maintenance Services performed, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed forty-two thousand eight hundred four dollars (\$42,804) annually including all expenses for Maintenance Services. 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.

b. Software; Equipment; and Professional Services. CONTRACTOR shall invoice COUNTY in accordance with the requirements in section 3.3 for purchases of Software, Equipment and Professional Services as provided in the applicable Exhibit.

3.2 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 to the fees for Maintenance Service shall not exceed 3%, of the fees paid by COUNTY for Maintenance Services during the immediately preceding calendar year.

Maintenance Service renewals shall 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 the invoice is received by the County. Payment shall be made to NICE only after Services have been rendered or delivery of materials or Products have been made to COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department
Attn: Sheriff Dispatch Accounting
7195 Alessandro Blvd
Riverside, CA 92506

- 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-92827-003-03/17; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices for Maintenance Services shall be rendered once annually at the beginning of the Maintenance Services Term.
- c) Invoices for Services and/or Product shall be rendered upon Services completion and/or Product delivery.

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. 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. In the event COUNTY notifies CONTRACTOR that payment will not be made to CONTRACTOR pursuant to this section 3.4, COUNTY shall immediately return to CONTRACTOR all Software and Equipment for which COUNTY has not made payment and CONTRACTOR shall immediately cease all Professional Services and Maintenance Services and shall not be required to provide COUNTY with any further Professional Services and Maintenance Services for which it will not be paid. For the avoidance of doubt, the County shall not issue to NICE

any Purchase Orders for Software, Equipment, Professional Services or Maintenance for which funds have not been made available.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and/or the COUNTY Purchasing Agent and/or her designee is the only authorized COUNTY representatives who may at any time, by written amendment, 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. The termination of this Agreement will not operate to terminate any existing Exhibits and their related Purchase Orders and Statements of Work, and the terms of this Agreement shall continue to govern such Exhibit(s) and their related Purchase Orders and Statement of Works until completion or the earlier termination of such Purchase Orders and Statement of Work in accordance with this Agreement.

5.2 Either Party may terminate this Agreement, an Exhibit, Purchase Order or Statement of Work for cause, upon written notice to the other party setting forth the effective date of termination, if the other party fails to cure a material breach of this Agreement, the Exhibit, Purchase Order or Statement of Work, respectively, within thirty (30) days after receiving notice thereof. The termination of an Exhibit, Purchase Order or Statement of Work by either party pursuant to this Section 5.2 shall not affect any other Exhibit, Purchase Order or Statement of Work.

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 and for which COUNTY has paid.

5.4 After termination, COUNTY shall make payment only for any outstanding fees due to CONTRACTOR and CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 Intentionally Omitted.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies 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

CONTRACTOR agrees that all materials, reports or products in any form, including electronic, specifically and exclusively created by CONTRACTOR, pursuant to a Statement of Work, 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. COUNTY acknowledges and agrees that the terms of this Section 6 are not intended to, and shall not, apply to any patents, copyrights, trademarks, ideas, concepts, methods, know-how, techniques or other intellectual property rights that existed prior to the Effective Date, or are developed by CONTRACTORS or its licensors independent of the scope of this Agreement

(“**CONTRACTOR Property**”). COUNTY acknowledges that the CONTRACTOR Software constitutes CONTRACTOR Property and, except for the rights granted to COUNTY in Exhibit D, no rights are granted to COUNTY with respect to the CONTRACTOR Software.

7. Conduct of CONTRACTOR

7.1 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 to the best of CONTRACTOR’S knowledge no person or sub-contractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR’S interests, if any, which are or may be perceived as incompatible with the COUNTY’S interests.

7.2 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 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. The COUNTY may also terminate this Agreement for default.

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 the CONTRACTOR.

9. Independent CONTRACTOR/Employment Eligibility

9.1 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law. These individuals are defined as Covered Individuals.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services

directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

Notwithstanding anything to the contrary contained herein, the parties agree that CONTRACTOR shall have the right to subcontract, in whole or in part, any of the Services to be performed by CONTRACTOR hereunder. CONTRACTOR shall remain liable for the acts and omissions of any third party to whom it subcontracts any Services to be performed hereunder.

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 referred for discussion with CONTRACTOR. Both parties will work in good faith to attempt to quickly reach a mutually acceptable resolution.

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. **Intentionally Omitted -Licensing and Permits**

13. **Use by Other Political Entities: Intentionally Omitted**

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 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 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. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. 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.

16.3 CONTRACTOR Confidential Information.

16.3.1 "**CONTRACTOR Confidential Information**" means any information disclosed by CONTRACTOR to COUNTY in connection with this Agreement, on or after the Effective Date of this Agreement, which is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information.

16.3.2 COUNTY shall keep CONTRACTOR Confidential Information confidential and secure and shall use at least the same standard of care to protect CONTRACTOR Confidential Information as COUNTY employs for the protection of its own proprietary information of a similar nature, but in no event less than a reasonable standard of care. COUNTY will not disclose CONTRACTOR Confidential Information to any third party and shall not use or reproduce in any form CONTRACTOR Confidential Information, except as required to exercise its rights and discharge its responsibilities set forth in this Agreement. COUNTY shall promptly notify CONTRACTOR in writing of any actual or suspected loss or unauthorized use, disclosure, or access of CONTRACTOR Confidential Information of which it becomes aware, and take all steps necessary to limit, stop, or otherwise prevent such loss or unauthorized use, disclosure, or access.

16.3.3 The term "Confidential Information" does not include any information as to which COUNTY is able to demonstrate: (a) is, or after the date of disclosure under this Agreement becomes,

generally available to the public other than as a result of any actions or omissions of COUNTY; (b) was already known by COUNTY prior to the time of disclosure under this Agreement; (c) was disclosed to COUNTY on a non-confidential basis by a third party that did not owe an obligation of confidentiality to CONTRACTOR; or (d) is developed by COUNTY, independently without use of or reference to CONTRACTOR Confidential Information.

16.3.4 COUNTY will restrict the possession, knowledge, and use of CONTRACTOR's Confidential Information to its and its Affiliates' officers, directors, employees, professional advisors, or subcontractors (collectively, "**Representatives**") who have a need to know such Confidential Information for purposes directly related to the exercise of its rights and discharge of its responsibilities as set forth in this Agreement. Prior to such disclosure, COUNTY will inform such Representatives of the confidential nature of CONTRACTOR's Confidential Information and the non-disclosure requirements and limitations on use set forth herein. Without limiting the effect of the previous sentences in this Section COUNTY shall take reasonable actions, legal or otherwise, necessary to cause its Representatives to comply with the provisions of this Section and to prevent any unauthorized disclosure of CONTRACTOR's Confidential Information by any of them. COUNTY shall be responsible for the acts and omissions of its Representatives with respect to CONTRACTOR's Confidential Information.

16.3.5 Notwithstanding anything to the contrary contained herein, COUNTY may disclose Confidential Information of CONTRACTOR pursuant to an order made pursuant to applicable law, regulation or legal process, provided that (a) to the extent permitted under applicable law, COUNTY gives CONTRACTOR prompt written notice of such order so that CONTRACTOR has an opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such order; (b) COUNTY provides CONTRACTOR with all reasonable assistance, at CONTRACTOR's expense, in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information; and (c) COUNTY discloses only such portion of the Confidential Information as is either permitted by CONTRACTOR or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by CONTRACTOR.

16.3.6 COUNTY acknowledges that the unauthorized disclosure or use of CONTRACTOR Confidential Information by COUNTY will irreparably damage CONTRACTOR in such a way that adequate

compensation could not be obtained from monetary damages alone in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give CONTRACTOR the right to seek injunctive relief restraining such unauthorized disclosure or use, without the necessity of proving actual damages, in addition to any other remedy otherwise available to CONTRACTOR.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall also serve as a liaison with CONTRACTOR in connection with this Agreement.

17.1 County Department Project Manager and additional contract liaison shall be:

Alex Harris
Sheriff Information Technology Officer I
7195 Alessandro Blvd
Riverside, Ca 92506

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

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92507
Attn: PCS Liaison for Sheriff Dept.

Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501
Attn: Purchasing Unit

CONTRACTOR

NICE Systems, Inc.
221 River Street 10th Floor
Hoboken, NJ
Attn: Legal Department

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 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; Limitation of Liability; Warranty Disclaimer

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, brought by a third party ("**Third Party Claim**") against the Indemnitees to the extent that such Third Party claim is based or asserted upon any Product or Services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives. The foregoing indemnity shall not apply if a claimed infringement arises out of: (a) specifications or designs furnished by COUNTY and implemented by CONTRACTOR at COUNTY'S request; (b) the Product or Service being modified by, combined with, added to, interconnected with or used with any equipment, apparatus, device, data, software or service not supplied or approved by CONTRACTOR in writing; (c) the modification to a Product or Service by any person or entity other than CONTRACTOR; or (d) use of a Product or Service other than in accordance with its specifications; and 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 Promptly after COUNTY obtains knowledge of the existence or commencement of a Third Party Claim for which it is entitled to be indemnified under Section 21.1 above, COUNTY will notify CONTRACTOR of such Third Party Claim in writing, provided, however, that any failure to give such notice will not waive any rights of COUNTY except to the extent that the rights of CONTRACTOR are actually prejudiced or liability increased thereby. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY unless such settlement: (a) does not include a release of all covered claims pending against COUNTY; (b) contains an admission of liability or wrongdoing by COUNTY; or (c) imposes any obligations upon COUNTY other than an obligation to cease using any infringing items.

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.

21.5 a. SUBJECT TO SECTION 21.5b. BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOST REVENUE AND/OR PROFITS, SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY (EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT) OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD

RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (b) DIRECT DAMAGES IN EXCESS OF THE AMOUNTS PAYABLE UNDER THIS AGREEMENT.

b. The limitations in Section 21.5a above shall not apply to: (a) damages occasioned by the breach by either party, including by their representatives, of its obligations of confidentiality; (b) CONTRACTOR's indemnification obligations or c) damages occasioned by either Party's gross negligence or willful misconduct.

21.6 **Warranty Disclaimer.** CONTRACTOR DOES NOT WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, CONTRACTOR'S EFFORTS OR ANY PRODUCTS OR SERVICES PROVIDED BY CONTRACTOR WILL FULFILL ANY OF CONTRACTOR'S PARTICULAR PURPOSES OR NEEDS, NOR DOES CONTRACTOR WARRANT THAT ANY INFORMATION, COMPUTER PROGRAM, CONTRACTOR'S EFFORTS OR ANY PRODUCTS OR SERVICES PROVIDED BY CONTRACTOR WILL FULFILL ANY OF COUNTY'S PARTICULAR PURPOSE OR NEEDS, NOR DOES CONTRACTOR WARRANT THAT THE OPERATION OF THE PRODUCTS OR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT (INCLUDING ANY PART THEREOF) OR ANY SYSTEM DOCUMENTATION PROVIDED BY CONTRACTOR TO COUNTY.

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 (except for the Products Liability Insurance).

A. 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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.

D. Products Liability Insurance:

Written on a "claims made" basis covering CONTRACTOR's legal liability resulting from bodily injury and/or property damage caused in connection with completed operation or product manufactured, repaired, installed, supplied, sold marketed or handled by CONTRACTOR, for the limit of liability of \$5 million for any one claim and in the aggregate.

E. 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 exceeds \$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 County'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 a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. 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 Certificate of Insurance and 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 Certificate (s) of Insurance and copies of endorsements. An individual authorized by the insurance carrier 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 (except the Products Liability 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 sub-contractors 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 Intentionally Deleted

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.

23.12 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. The parties agree that: (a) this Agreement, including any transactional documents related to this Agreement, and any amendments thereto, may be signed using electronic signatures facilitated by a U.S. E-SIGN Act-compliant (i.e., the Electronic Signatures in Global and National Commerce Act - ESIGN, Pub.L. 106-229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96) electronic signature provider ("e-signatures"); (b) e-signatures shall have the same effect as original signatures; and (c) the Parties are subject to the provisions of the U.S. E-SIGN Act.

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

By: [Signature]
Name: Cedric Cason
Title: Procurement Contract Specialist
County Purchasing

Dated: 4/19/17

NICE SYSTEMS, INC.

By: [Signature] EVF
Name: Cheryl S. Wright
Title: EVF

Dated: 2/27/17

NICE SYSTEMS, INC.

By: Kim Cohen
Name: Kim Cohen
Title: Director, Finance

Dated: 2/24/17

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 2/2/17
NEAL R. KIPNIS DATE

COPY

**EXHIBIT A
SCOPE OF SERVICES**

A1 DEFINITIONS

- A1.1 Definitions and Interpretation.** For purposes of this EXHIBIT A, the terms listed below shall have the meanings indicated beside them:
- A1.2 “Business Day”** means Monday through Friday, excluding Contractor’s Observed Holidays as noted in Exhibit F.
- A1.3 “Business Hour”** means an hour that occurs on a Business Day during Standard Hours.
- A1.4 “Call Back Response Time”** means the time by which Contractor will initiate a call back to COUNTY in response to a Service Request initiated by the Designated Contact in accordance with the Severity Level of the Error. The Call Back Response Time commences at the time when Contractor receives the mandatory data required to create a Service Request from the Designated Contact, as described in Section 4.6 below.
- A1.5 “Contractor Helpdesk”** means the first point of contact for COUNTY to obtain Maintenance Services.
- A1.6 “Contractor Personnel”** means Contractor certified technical personnel who provide Maintenance Services.
- A1.7 “Documentation”** means the documentation, such as user manuals and/or user support portals, that accompanies the Vendor Products.
- A1.8 “Error(s)”** means a reproducible problem that causes a failure of the Products to operate in all material respects in accordance with the applicable Documentation under conditions of normal use. A non-conformity shall not be considered an Error if it results from: (a) COUNTY’s use of the Products other than in accordance with the applicable Documentation; or (b) COUNTY’s introduction of data into any data structures or tables used by the Products by any means other than in accordance with the Documentation; or (c) any third party software or third party equipment not authorized by Contractor in the Documentation.
- A1.9 “Extended Hours”** means twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
- A1.10 “Hot Fix(es)”** means a software patch to address Severity 1 or Severity 2 Errors.
- A1.11 “Hours of Support”** means the timeframe during which Contractor shall perform Maintenance Services.
- A1.12 “Maintenance Services”** means the maintenance services provided by Contractor as described herein this Exhibit A.

- A1.13 “**Microsoft Service Pack(s)**” means a patch or collection of patches issued by Microsoft to correct errors or defects in Microsoft applications.
- A1.14 “**Minor Release(s)**” means any modification or addition to Contractor’s proprietary Software, that, in Contractor’s opinion, results in minor changes to the overall utility or functional capability of the Software and may contain Error corrections. Minor Releases are represented by a change to the right of the decimal point in the version number of the particular Software (e.g., v1.0 to v1.1).
- A1.15 “**Named User(s)**” means, as applicable: (a) any individual who can log in to a Product; or (b) COUNTY’s supervisory and quality management personnel identified and authorized by COUNTY to have access to the Products.
- A1.16 “**Next Business Day**” means the next Business Day during Standard Hours.
- A1.17 “**On Site Support**” means Contractor’s performance of Maintenance Services related to Equipment installed at the COUNTY’s location.
- A1.18 “**On Site Response Time(s)**” means the period of time by which Contractor Personnel are to arrive at the COUNTY’s location where an Equipment Error has occurred. On Site Response Times are measured beginning at the time that a determination is made that On Site Support is required. On Site Response Times may be adjusted to coincide with the delivery of Repair Parts.
- A1.19 “**Production Environment**” means an operational environment used for the purpose of handling live interactions, data processing, or COUNTY’s fulfillment activities (i.e., as opposed to a testing/lab environment).
- A1.20 “**Release(s)**” means, collectively, Minor Releases and Hot Fixes. Releases are available solely for the same number of licenses and for the current version of Contractor’s proprietary Software purchased by COUNTY from Contractor under the Agreement on or after the Effective Date. Releases provided hereunder shall be deemed to be included within the definition of Software.
- A1.21 “**Remote Support Coverage**” means the period of time during which Contractor Personnel are to provide Maintenance Services by phone or remote access to the Products via VPN, Webex, or PC anywhere.
- A1.22 “**Response Time(s)**” means collectively, the Call Back Response Time and the On Site Response Time.
- A1.23 “**Second Business Day**” means two (2) Business Days following the current Business Day during Standard Hours.
- A1.24 “**Self-Service Portal**” shall mean the web site located at <http://www.extranice.com>.

A1.25 “**Service Request**” shall mean a request issued by a Designated Contact containing the following information (as applicable) that must be supplied to Contractor prior to Contractor’s performance of Maintenance Services:

- (a) Company name
- (b) Site name
- (c) Country
- (d) Requester’s full name
- (e) Phone number
- (f) Mobile number
- (g) Alternate contact information (if any)
- (h) VPN access information
- (i) Email address
- (j) Serial number of the Products
- (k) Description of the issue
- (l) IP address of the server (if applicable)
- (m) The Service Request number (if calling about a previously reported issue).

A1.26 “**Severity Level**” shall mean the classification of an Error, which shall be determined by the definitions set forth herein.

A1.27 “**Standard Hours**” means 8 AM to 5 PM (Mountain Time) on each Business Day, excluding Contractor’s observed holidays.

A1.28 “**Sunset Policy**” means the document published by Contractor from time to time and available on the Self-Service Portal, which sets forth the lifecycle of the Products. The Sunset Policy in place at the time of this Agreement has been incorporated as Exhibit G.

A1.29 “**Sunset Products**” means the Product versions for which, pursuant to the Sunset Policy, the final date on which Contractor offers Maintenance Services (including technical support, help desk support, training and spare parts) has passed.

A1.30 “**Workaround**” means a modification or a change in process for a particular version of the Products, which may be of a temporary or interim nature, to mitigate the effects of an Error.

A1.31 **“Written Amendment”** means a Written Amendment to the Contract consisting of but not limited to an Exhibit, a “Statement or Work”, a Purchase Order, or a Change Order.

A2 - MAINTENANCE SERVICES

A2.1 Subject to the Sunset Policy, herein incorporated as Exhibit G, as may be updated from time to time, CONTRACTOR shall provide the Maintenance Services described in herein to COUNTY as follows:

A2.1.1 For the initial period of fifteen (15) months commencing on the date of shipment by CONTRACTOR of COUNTY's initial order of Products purchased on or after the Agreement Effective Date ("**Initial Maintenance Services Term**").

A2.1.2 The Initial Maintenance Services Term may be extended annually for additional periods of twelve (12) months (each an "**Extended Maintenance Services Term**"). Maintenance Extension terms are subject to the availability of funds. COUNTY will provide at least thirty (30) days prior written notice to the conclusion of the Initial Maintenance Services Term of its intent to purchase an Extended Maintenance Services Term. Either Party may provide the other Party with written notice of termination (a "**Non-Renewal Notice**"), which Non-Renewal Notice shall be effective on the date of the expiration of the Initial Maintenance Services Term, at which time, performance of the Maintenance Services shall cease. Each Extended Maintenance Services Term, if any, shall be extended or terminated in the same manner as the Initial Maintenance Services Term in accordance with this Section, provided that a Non-Renewal Notice for any Extended Maintenance Services Term shall be effective at the end of the then current Extended Maintenance Services Term. The Initial Maintenance Services Term and Extended Maintenance Services Term are collectively referred to herein as the "**Maintenance Services Term**".

A.2.2 Additional Products purchased by COUNTY during the Maintenance Services Term ("**Added Products**") shall become subject to this Agreement on the date of CONTRACTOR's shipment to COUNTY of such Added Products.

A3 - INVOICING

A3.1 CONTRACTOR shall invoice COUNTY as follows for Maintenance Services:

- a) for the Initial Maintenance Services Term, upon shipment by CONTRACTOR to COUNTY of COUNTY's initial order of Products to be covered by the Maintenance Services; and
- b) for each Extended Maintenance Services Term, if any, on an annual basis sixty (60) days in advance of the applicable Extended Maintenance Services Term.

A3.2 CONTRACTOR shall invoice COUNTY as follows for Added Products:

- a) for the first twelve (12) months of Maintenance Services upon CONTRACTOR's shipment to COUNTY of the Added Products; and
- b) for the first Extended Maintenance Services Term following the COUNTY's purchase of Added Products to the Maintenance Services, CONTRACTOR shall make the Maintenance Services Fees for all Products coterminous and invoice COUNTY for such Extended Maintenance Services Term in accordance with Section A3.1(b) above. The invoice for such Extended Maintenance Services Term shall include the pro-rated Fees for Maintenance Services related to such Added Products. The annual Maintenance Services Fees for the subsequent Extended Maintenance Services Term shall include the Maintenance Services Fees for all Products, inclusive of Added Products, and shall be invoiced in accordance with Section A3.1(b) above.

A3.3 Notwithstanding anything to the contrary contained in Section 5 of this Agreement, if COUNTY fails to make payment to CONTRACTOR of any Fees for Maintenance Services in accordance with Section 3 of this Agreement, and fails to cure such default within ten (10) calendar days after its receipt of written notice thereof from CONTRACTOR, then CONTRACTOR, without limiting any other remedies available to CONTRACTOR under the Agreement, shall have the right to terminate or suspend the performance of any Maintenance Services hereunder.

A4 - RESPONSIBILITIES of COUNTY: To enable CONTRACTOR to successfully provide Maintenance Services, COUNTY shall, throughout the Maintenance Services Term, and at no charge to CONTRACTOR:

A4.1 Assign designated personnel to perform the administrative duties described in the Documentation for the applicable Products ("**Administrator(s)**"). COUNTY shall provide Administrators the credentials necessary to perform all required administrative tasks, such as: set-up and maintenance of Named User login IDs and passwords; alteration of welcome messages and announcements on the home page using the standard interface of the Products; and the scheduling of Named Users. Prior to performance of such duties, Administrators shall successfully complete the applicable CONTRACTOR training course(s), and any such supplements thereto that may be offered by CONTRACTOR from time to time. As reasonably required by CONTRACTOR, Administrators shall assist CONTRACTOR Personnel in troubleshooting problems with the Products.

A4.2 Assign two (2) individuals, who shall perform the following tasks in connection with the Maintenance Services ("**Designated Contact(s)**"):

- a) Successfully complete the same CONTRACTOR training requirements as Administrators.
- b) After successful completion of such training, perform Triage Support as described in Section 5.3 below, and submit Service Requests as described in Section 5.6 below.
- c) Develop knowledge and understanding of the currently deployed Products.
- d) Accurately characterize problems and describe their business impact.
- e) Reasonably describe symptoms of problems.
- f) Provide background information leading up to problems.
- g) Describe the steps or actions taken to try and resolve such problems.
- h) Provide timely and accurate responses to CONTRACTOR requests related to the delivery of the Maintenance Services.
- i) Provide timely feedback on fixes and recommendations.

A4.3 Prior to submitting a Service Request, the Designated Contacts shall:

- a) Assist a Named User with usage of the Products or the Documentation.
- b) Identify and document a reported problem in the Products and the issues causing the condition reported by a Named User.
- c) Commence troubleshooting the reported problem ("**Triage Support**"). As part of Triage Support the Designated Contacts shall:
 - i. Document the reported problem.
 - ii. Analyze or reproduce the reported problem or determine that the reported problem is not reproducible.
 - iii. Resolve any Named User issue caused by an Error in the Software for which CONTRACTOR has provided the needed support action to the Designated Contacts.
 - iv. Identify and implement any Workarounds provided by CONTRACTOR Personnel.
 - v. Maintain contact information and be available as an escalation point.

A4.4 Upon completion of Triage Support, should the Designated Contact be unable to resolve an issue reported by a Named User, the Designated Contact shall:

- a) Submit a Service Request

- b) Track new Service Requests and updates to existing Service Requests
- c) Provide sufficient information to CONTRACTOR for CONTRACTOR to duplicate the circumstances (if possible) indicating a reported Error. Throughout the duration of a Service Request, the Designated Contact shall:
 - i. Where applicable, promptly approve CONTRACTOR's implementation of Hot Fixes and Workarounds;
 - ii. Reasonably cooperate with CONTRACTOR, provide full information and remote and physical access to the Products as well as the data relating to the operation of the Products; and
 - iii. Provide CONTRACTOR Personnel, with any key or other means required for undoing any type of encryption in the Products.

A4.5 COUNTY shall, at all times, be responsible for the following:

- a) Ensure the physical and virtual security of the Products, including proper installation of new Microsoft Service Packs that have been verified by CONTRACTOR
- b) In accordance with the Documentation and the written instructions of the CONTRACTOR Personnel, COUNTY shall:
 - i. Operate the Products, and perform administration relating to the Products
 - ii. Maintain the site(s) where the Products are installed
 - iii. Maintain third party servers and third party software used in connection with the Products
 - iv. Perform routine database maintenance.

A4.6 Following CONTRACTOR's receipt of a Service Request, the CONTRACTOR Personnel handling the call will respond within the Call Back Response Time defined herein. The Designated Contacts may submit Service Requests for Severity 1 Errors After-Hours.

A4.7 When CONTRACTOR considers it necessary for the performance of the Maintenance Services hereunder, COUNTY shall promptly provide CONTRACTOR with remote access to the Products, consistent with COUNTY's reasonable security requirements, and shall provide reasonable assistance and facilities as requested to expedite the performance of the Maintenance Services by CONTRACTOR. Remote access will be accomplished through a secure LAN-to-LAN VPN tunnel, which can be created using CONTRACTOR's VPN Concentrator and any compatible COUNTY device.

A5 - EXCLUSIONS FROM MAINTENANCE SERVICES

A5.1 CONTRACTOR may with 5 days written notice to COUNTY ("**Notice Period**") exclude from Maintenance Services any Equipment that has been:

- a) Modified, repaired or serviced by anyone other than CONTRACTOR Personnel, unless otherwise authorized by CONTRACTOR in writing.
- b) Subjected to unusual physical or electrical stress, whether such stress results from accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or any other cause other than ordinary use.
- c) Relocated from its place of installation, unless otherwise authorized by CONTRACTOR in writing
- d) Connected to, or integrated with, any systems or servers not certified by CONTRACTOR to operate with the applicable Product, unless otherwise authorized by CONTRACTOR in writing.
- e) Any Product that experiences an Error resulting from COUNTY's use of the Equipment other than in accordance with the applicable Documentation.
- f) A5.1.1 Contractors performance shall be excused during the Notice Period.

A5.2 CONTRACTOR may, with 30 days written notice to COUNTY, exclude from Maintenance Services any Software that experiences an Error resulting from:

- a) COUNTY's use of the Software other than in accordance with the applicable Documentation
- b) The introduction of data into any data structures or tables used by the Software by any means other than contemplated by the applicable Software Documentation
- c) The modification or servicing of the Software by anyone other than CONTRACTOR Personnel, unless otherwise authorized by CONTRACTOR in writing.

A5.3 Maintenance Services shall not be provided in respect of Sunset Products.

A5.4 CONTRACTOR shall not perform any work external to the Products, such as electrical work or support of attachments to the Products or other devices connected to, or interconnected with, the Products (e.g., a COUNTY network or third party equipment) that are not furnished by CONTRACTOR.

A5.5 CONTRACTOR's performance of Maintenance Services shall be excused in the following circumstances:

- a) Repairs which are impractical for CONTRACTOR to perform due to the connection of the Products or any part thereof to another device, or the inaccessibility of the Products or any part thereof.

- b) Installation of any software on the same server on which the Software is installed, or the combination of any software with the Products, unless such software was provided or approved by CONTRACTOR in writing.
- c) COUNTY's failure to meet any of its responsibilities set forth herein. CONTRACTOR shall notify COUNTY promptly following any of the events described in this Section 6.5, and CONTRACTOR's performance of Maintenance Services shall be excused until such failure has been cured.

A6 – ELIGIBILITY for COVERAGE: If the Parties agree to add any products to the Maintenance Services which were not, as of the Agreement Effective Date, covered by a separate direct CONTRACTOR maintenance agreement, in addition to COUNTY paying the current Fees for Maintenance Services for such products, prior to the inclusion of such products under the Maintenance Services, COUNTY shall pay for any labor, materials, adjustments and upgrades deemed necessary by CONTRACTOR to place such products in good operating condition. Any such products added to the Maintenance Services shall be deemed to be Added Products pursuant to Section A2.2 above.

A7 – OTHER SERVICES: Any services which are not specifically included in the Maintenance Services and which COUNTY wishes CONTRACTOR to perform shall be at an additional cost to COUNTY and shall be performed, if at all, pursuant a separately executed Professional Services Attachment or written amendment to the Agreement.

A8 – MAINTENANCE PROGRAM:

A8.1 - The following table describes the Maintenance Program:

Maintenance Program	Gold
Hours of Support	
Remote support coverage	Extended Hours
On Site Support	Extended Hours

A8.2 - The following table describes the Response Times:

Severity	Severity 1	Severity 2	Severity 3	Severity 4
Service				
Call Back Response Time	60 minutes	120 minutes	Next Business Day	Next Business Day
On Site Response Time	Next Business Day	Next Business Day	Second Business Day	Second Business Day

A8.3 Severity Definitions: COUNTY and CONTRACTOR shall jointly determine the Severity Level to be assigned to a particular Error reported by the Designated Contact(s) to CONTRACTOR in a Service Request. Such Errors shall be classified in accordance with the following chart:

Severity Level	Severity Level Definitions
Severity 1	Critical - Any failure in the operation of the Products which results in the loss of recording channels or data, that if permitted to persist would result into a loss of the recording functionality.
Severity 2	Major - Any problem resulting in loss of the ability to retrieve calls or the loss of the replay functionality for two (2) or more workstations.
Severity 3	Minor - Any problem affecting one (1) or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance. For example: An administrator loses the ability to add or delete users.
Severity 4	Issue(s) or questions(s) related to the operation of the Products, or any planned intervention.

A8.4 Maintenance Services. Subject to COUNTY's fulfilment of its obligations defined in this EXHIBIT A, the following services shall be performed by CONTRACTOR during the Maintenance Services Term in accordance with the Maintenance Program:

A8.4.1 Service Requests for issues (all Severity Levels) shall be initiated by COUNTY by contacting the CONTRACTOR Helpdesk. Designated Contact may open a Service Request through the Self-Service Portal, or by calling (800) 642-3611.

A8.4.2 CONTRACTOR shall be perform Maintenance Services in accordance with the Hours of Support, the Response Times and the Severity assigned to an Error as described in Sections A8.1 through A8.3, as applicable.

A8.4.3 Upon CONTRACTOR's determination that a Service Request is an Error, such Error shall be worked on until the Products are restored to pre-Error functionality. Restoration may be in the form of a Workaround or a Release.

A8.4.4 CONTRACTOR shall provide COUNTY with access to Releases, if and when such Releases are made commercially available by CONTRACTOR to its COUNTYs generally.

A8.4.5 To the extent that CONTRACTOR's proprietary hardware is covered under the Maintenance Services, CONTRACTOR shall perform analysis, diagnosis and repair or, at CONTRACTOR's discretion, replacement of faulty hardware components, which includes dispatch of required parts to repair faulty hardware components ("Repair Parts") and, where CONTRACTOR considers it necessary provide On Site Support. Unless otherwise agreed upon by CONTRACTOR and COUNTY, Repair Parts will be shipped overnight.

EXHIBIT B PAYMENT PROVISIONS

Pursuant to the COUNTY's payment to NICE of the Maintenance Services fees set forth below in Table B1, NICE shall deliver the Gold Maintenance Services in accordance with Exhibit A- Scope of Services during the period set forth below:

Table B1 – Payment for FY16/17

Riverside County Sheriff				
Customer Name: <u>Riverside County Sheriff</u>		Quote Date: <u>42552</u>		
Contact: <u>Alex Harris</u>		Maintenance Term: <u>7/1/2016 - 3/31/2017</u>		
E-mail: <u>AHARRIS@riversidesheriff.org</u>		Contract Number: <u>26962</u>		
End Customer: <u>Riverside County Sheriff</u>		Contract Manager: <u>Kathie McGulgan</u>		
Quote Number: <u>26962KM033116</u>		Tel: <u>720-264-4043</u>		
		E-mail: <u>kathleen.mcgulgan@nice.com</u>		
Description				
PLEASE NOTE: The equipment listed below passed the End of Support Date effective on 12/31/2015. See terms applicable to the Sunset Policy.				
Equipment				
Part #	Description	Qty		Annual Gold Maintenance
System 46818801 and SW 47068901 Dispatch Alessandro Logger				
PSRAS-96E	96 channel logger - software bundle for public safety	1	-	\$9,800
PSHR34000RSNHS	Total of 34000 hours + Hot Swappable RAID-5 resiliency	1	-	\$1,380
EXT-SQCH	Activity detection by external trigger (squelch) (per 24 inputs)	2	-	\$800
CA21	Centronics 50pin, Male to Male - 20m long	3	-	\$120
System 46818802 Dispatch Alessandro Inform server				
PS-SQL-CAL	SQL Server Client Access License, per system user license	25	-	\$5,000
PS-SC-CHANLIC	Storage Center -per 50 NiceLog Channels licenses	8	-	\$3,200
PS-SC-SRVR	Storage Center - basic server SW	1	-	\$600
PS-DCHANNEL-8	D-Channel support for ISDN PRI, BRI and dig extensions support, per 8 channels	7	-	\$560
CSTRCK-SNMP2	Castle Rock SNMP solution	1	-	\$480
PSCLS89-SW-SRV	CLS bundle for public Safety	1	-	\$400
PS-CLS-89-VOX2	Public Safety Vox driver for Nice CLS 9.0	1	-	\$200
CD-89-ANI/ALI	ANI-ALI Annotator	1	-	\$200
System 46818804 Dispatch Alessandro Support Servers, Alarm, storage,CLS				
PS-DCHANNEL-8	D-Channel support for ISDN PRI, BRI and dig extensions support per 8 channels	2	-	\$160
System 32629901 Alessandro				
INFRM-ORG-CON	NICE Inform Organizer module concurrent user license, per single license	23	-	\$7,020
INFRM-VOICE	NICE Inform voice channel license, per voice channel	234	-	\$7,000
INFRM-RCON-CON	NICE Inform Reconstruction module concurrent user license, per single license	20	-	\$1,920
INFRM-MONRCR-CON	NICE Inform Monitor/Recent Call Replay module concurrent user license, per single license	8	-	\$1,000
INFRM-ORG-IMP	NICE Inform Media Player license - per Inform Server	1	-	\$540
INFRM-VER-CON	NICE Inform Verify concurrent user license, per single license	9	-	\$400
INFRM-SRV	NICE Inform Server license	1	-	\$240
INFRM-MONRCR	NICE Inform Monitor and Recent Call Replay module software license	1	-	\$150
System 33078702 Alessandro, Interface to PSEC				
INFRM-VOICE	NICE Inform voice channel license, per voice channel	5	-	\$240
System 468162012 Alessandro extensions				
PS-DCHANNEL-8	D-Channel support for ISDN PRI, BRI and dig extensions support per 8 channels	3	-	\$2,400
System 46816209 and SW 32629914 ISB				
PSBAS-24B	24 channel logger - software bundle for public safety	1	-	\$2,000
PS-INS-HW-A	Hardware Platform for up to 120 Channels	1	-	\$1,380
PSHR34000RSNHS	Total of 34000 hours + Hot Swappable RAID-5 Resiliency	1	-	\$1,380
System 46818806 ISB				
PS-DCHANNEL-8	D-Channel support for ISDN PRI, BRI and digital extensions support per 8 channels	1	-	\$80
System 46818803 PD5 logger replaced by 47751501				
PSBAS-24B	24 channel logger - software bundle for public safety	1	-	\$2,400
PSHR34000RSNHS	Total of 34000 hours + Hot Swappable RAID-5 resiliency	1	-	\$1,380
System 46810805 BLYTHE				
PSBAS-16B	16 channel logger - software bundle for public safety	1	-	\$1,600
PSHR34000RSNHS	Total of 34000 hours + Hot Swappable RAID-5 resiliency	1	-	\$1,380
ANNUAL MAINTENANCE COST				\$42,804
Gold Maintenance				\$42,804
Please note Pricing and SLA's are based on having remote access to the equipment				

B2 - Notwithstanding anything to the contrary contained in, but subject in all cases to, NICE's Sunset Policy, NICE agrees to continue to provide Maintenance Services to COUNTY for the period of 7/1/2016 - 03/31/17, for the fees set forth in this EXHIBIT B, and subject to the following additional terms. COUNTY understands and acknowledges that:

- a) Repair parts for Sunset Products may be limited and, in certain, cases no longer available.
- b) Notwithstanding anything to the contrary contained in any agreement between NICE and COUNTY, NICE's Maintenance Services obligations hereunder with respect to Sunset Products is limited to NICE's good faith and commercially reasonable investigation with respect to Maintenance Services-related issues, and NICE's commercially reasonable efforts to repair or correct such issues, if possible and practicable.
- c) NICE providing NICE software bug fixes or hotfixes or service packs to COUNTY in respect of Sunset Products is limited to NICE software fixes that are released by NICE for general availability, if and when available, in accordance with the Sunset Policy, that NICE reasonably believes will be compatible with the Sunset Products, provided, however, that NICE makes no representation with respect to such compatibility, and COUNTY assumes any and all risk associated with COUNTY's decision to implement any such NICE Software Update.
- d) In the event that COUNTY makes any changes to its environment in which the Sunset Products are installed, and such change negatively affects NICE's ability to perform Maintenance Services in respect of the Sunset Products, NICE may, at its discretion and upon prior written notice to COUNTY, cease the performance of such Maintenance Services until such negative condition is removed by COUNTY

EXHIBIT C
CONTRACTOR Professional Services Exhibit

1. **Professional Services.** The “Professional Services” to be performed under this Agreement shall be in the nature of consulting, installation, implementation, training, and other professional services, and shall not include CONTRACTOR’s Maintenance Services. Services to be performed under this Exhibit may be described in an applicable Statement of Work. A “**Statement of Work**” or “**SOW**” shall mean a signed written amendment executed by CONTRACTOR and COUNTY pursuant to this Agreement, which describes, among other things, certain Professional Services to be provided by CONTRACTOR to COUNTY under an applicable Exhibit. Upon execution by both Parties, each Statement of Work will be deemed to be a part of the Agreement.

2. **Invoicing & Expenses.** Unless otherwise set forth in a SOW, (a) CONTRACTOR shall invoice COUNTY for Professional Services upon completion of the applicable Professional Services; and (b) COUNTY shall reimburse CONTRACTOR for all reasonable out-of-pocket travel expenses incurred by CONTRACTOR in connection with CONTRACTOR’s performance of the Professional Services, in accordance with CONTRACTOR’s travel and expense policy. CONTRACTOR will be reimbursed for travel and related expenses only if stated in the written amendment that describes the Professional Services purchased by COUNTY. Any reimbursable travel and related expenses shall be incurred by CONTRACTOR in substantial compliance with the County travel policy (Board Policy D-1).” With the exception that meals will be reimbursed at a \$50 per day per diem flat rate and COUNTY Shall appoint a single point of contact for approval and management of travel and expenses.

3. **Change Order.** If either party proposes changes to a Statement of Work (each a “**Change Item**”), the parties will follow the change procedures specified in this Section. The party proposing a Change Item will contact the other Party with a description of the proposed Change Item. CONTRACTOR will then prepare a proposed change order to the Statement of Work in respect of the Change Item in a form mutually agreeable to the parties (“**Change Order**”) for COUNTY and CONTRACTOR’s review and, if acceptable to both parties, execution. A Change Order shall include: (a) the details of the Change Item; (b) an analysis of the impact of the Change Item on the Statement of Work, including changes to expected or target completion dates; and (c) the time, materials, and aggregate costs required to address the Change Item. Neither party will be held liable for any Change Item without a Change Order being executed by an authorized representative of each party.

4. **Warranty.** CONTRACTOR warrants that all Professional Services performed pursuant to this Exhibit will be performed in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices prevailing.

EXHIBIT D
CONTRACTOR Software License Terms

DEFINITIONS:

“Products” means collectively the Equipment and Software, except that all references in this Agreement to purchases of Software are intended by the Parties to mean purchases of licenses to Software.

“Software” means software provided to COUNTY pursuant to this Exhibit D.

1. Software License.

1.1 CONTRACTOR grants to COUNTY a non-exclusive, perpetual, worldwide, non-transferable, fully-paid license to use the Software, together with the specifications and user documentation that accompany the Software (collectively “Software Documentation”), for the total number of licenses COUNTY has purchased from CONTRACTOR. Such use shall be on the terms and subject to the conditions set forth in this Exhibit.

1.2 No title or ownership of the Software or Software Documentation is transferred to COUNTY by way of this Exhibit. Ownership of the Software, Software Documentation, and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein and thereto shall remain at all times with CONTRACTOR.

1.3 The Software and Software Documentation contain material that is protected by United States and international copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to COUNTY herein are reserved to CONTRACTOR. COUNTY shall not remove any proprietary notice of CONTRACTOR from any copy of the Software or Software Documentation. COUNTY may make a reasonable number of copies of the Software Documentation, provided such reproductions shall include any copyright or proprietary labels, legends or notices placed upon or included in the Software Documentation by CONTRACTOR. COUNTY may make one (1) back-up archival copy of the Software, provided COUNTY reproduces all confidentiality and proprietary notices on such copy.

1.4 COUNTY shall not publish, disclose, rent, lease, modify, loan, distribute, alter or create derivative works based on the Software or any part thereof. COUNTY shall not reverse engineer, decompile, translate, adapt, or disassemble the Software, nor shall COUNTY attempt to create the source code from the object code for the Software.

2. Warranty.

2.1 CONTRACTOR warrants that, during the period beginning upon the Availability Date (as defined below) of the applicable Software and ending on the date that is ninety (90) days thereafter ("Warranty Period"), the Software will operate in all material respects with the applicable Software Documentation.

2.2 Should the Software fail to comply with the warranty set forth in Section 2.1 above during the Warranty Period, COUNTY's sole and exclusive remedy and CONTRACTOR's sole obligation with respect to Software shall be, in CONTRACTOR's sole discretion, to correct or replace any portion of the Software not in compliance with Section 2.1 at no additional charge to COUNTY.

2.3 The warranty provided in Section 2.1 above does not include damage to Software resulting from a cause other than a defect or malfunction, including: (a) installation, maintenance, servicing or modification of the Software or part thereof by anyone other than CONTRACTOR; or (b) use of the Software other than in accordance with the Software Documentation.

3. Delivery. After CONTRACTOR's receipt and acceptance of a Purchase Order, CONTRACTOR shall deliver the Software to the COUNTY via CONTRACTOR's electronic software delivery system. CONTRACTOR shall provide email notification to COUNTY of the date on which the Software becomes available for download ("Availability Date"). Such Availability Date shall be deemed the shipment date of the Software for all purposes under the Agreement. Where the Parties agree in writing that the Software shall be delivered via physical shipment of media, COUNTY shall be responsible for all shipping and insurance costs for the shipment of the Software media to the applicable location identified in the Purchase Order. Delivery of Software media shall be F.O.B. CONTRACTOR's premises ("F.O.B. Site"). Risk of loss to Software media shall pass to COUNTY immediately upon the Software media leaving the F.O.B. Site.

4. Invoicing. CONTRACTOR shall invoice COUNTY for Software on the Availability Date of the applicable Software.

5. Termination.

5.1 Notwithstanding anything to the contrary contained in Section 5 of the Agreement, CONTRACTOR shall have the right to terminate the license for the Software granted hereunder by giving written notice of termination to COUNTY, if COUNTY fails to pay the specified license Fees for the Software when due or fails in any other material

respect to comply with its obligations regarding the use and protection of the Software and Software Documentation, and such failure to pay or to comply is not remedied within thirty (30) days after COUNTY receives written notice thereof from CONTRACTOR.

5.2 Upon the termination of the license for the Software by CONTRACTOR pursuant to Section 5.1 above or in accordance with Section 5 of the Agreement, COUNTY shall: (a) within thirty (30) days after the date of termination of the license, and at CONTRACTOR's option, destroy or return to CONTRACTOR all copies of the Software and Software Documentation; and (b) upon the destruction or return of all copies of the Software and Software Documentation, certify to CONTRACTOR in writing that it has either destroyed or returned to CONTRACTOR all copies of the Software and Software Documentation.

5.3 Notwithstanding anything to the contrary contained in Section 5 of the Agreement, the license to the Software shall, subject to Section 5.1 above, survive any termination of the Exhibit.

EXHIBIT E

CONTRACTOR Equipment Purchase Terms

DEFINITIONS.

“**Equipment**” means hardware sold by CONTRACTOR to COUNTY pursuant to this Exhibit E.

1. **Warranty.**

1.1 CONTRACTOR warrants that, during the period beginning upon the date of shipment of the applicable Equipment and ending on the date that is ninety (90) days thereafter (“**Equipment Warranty Period**”), the Equipment will be free from defects in materials and workmanship under conditions of normal use and will operate in all material respects with the applicable specifications and user manuals that accompany the Equipment (“**Equipment Documentation**”).

1.2 Should the Equipment fail to comply with the warranty set forth in Section 1.1 above during the Warranty Period, COUNTY’s sole and exclusive remedy and CONTRACTOR’s sole obligation with respect to such Equipment shall be, in CONTRACTOR’s sole discretion, to correct or replace any portion of the Equipment not in compliance with Section 1.1 at no additional charge to COUNTY.

1.3 The warranty provided in Section 1.1 above does not include damage to Equipment resulting from a cause other than defect or malfunction, including: (a) improper storage, misuse or unreasonable use; (b) neglect, accident, fire, lightning, power or air conditioning failure, unusual physical or electrical stress caused by forces or elements external to the Equipment, or other hazard; or (c) installation, testing, maintenance, servicing or modification of the Equipment or part thereof by anyone other than CONTRACTOR. The warranty in Section 1.1 above shall not apply to any Equipment if the original identification marks (e.g., serial number) have been removed or altered.

2. **Delivery.** After CONTRACTOR's receipt and acceptance of a Purchase Order that includes Equipment, CONTRACTOR shall deliver the Equipment to the COUNTY site or sites designated in such Purchase Order. COUNTY shall be responsible for all shipping and insurance costs for the shipment of the Equipment to the applicable site identified in the Purchase Order. Delivery of Equipment shall be F.O.B. CONTRACTOR's premises (“**F.O.B. Site**”). Title and risk of loss to Equipment shall pass to COUNTY immediately upon the Equipment leaving the F.O.B. Site.

3. **Invoicing.** CONTRACTOR shall invoice COUNTY for Equipment upon shipment of such Equipment to COUNTY. Invoices will be sent to COUNTY by CONTRACTOR via e-mail. For calculating due dates for payment term of Net 30, the County will use either date that the invoice is received by the County, whichever is later.

EXHIBIT F
CONTRACTOR OBSERVED HOLIDAYS

New Year's Day (Observed)
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

EXHIBIT G
CONTRACTOR SUNSET POLICY

January 2012

MN1242

Updated NICE Enterprise Solutions Sunset Policy

NICE is updating its Sunset Policy in order to maintain proper product lifecycle management.

Products reach the end of their lifecycle for various reasons including technology refresh, technology innovation, changes in market demand, or simply maturing over time. They, therefore, need to be replaced by richer functionality and technology. While this is a standard part of the product lifecycle, NICE recognizes that product end-of-life milestones enable customers to review their long-term plans and take all of the necessary steps to be ready for essential upgrades on time.

NICE's updated Sunset Policy is designed to help customers better manage their transition to the latest NICE solutions. The Sunset Policy and NICE Maintenance Program which includes upgrades, ensures that customers stay up-to-date with the most recent NICE functionality and technology available in software updates and upgrades.

The updated Sunset Policy describes the process terminology and applicability. The policy extends the end-of-expansion sale date to provide sufficient advance notice in order to ease migration to a newer release while also enabling enough business flexibility until the upgrade takes place.

Note: This Marketing Note (MN1242) replaces the previous Sunset Policy described in MN1120 and MN1198. This updated policy will not affect the products and releases which were included in the previous sunset announcement. For those products and releases, MN1120 and MN1198 are still valid.

Sunset Policy Principles and Incentives

- Maintain expansion period
 - Allows existing customers sufficient time to expand their current solution without affecting their business operations
- Maintain software support period
 - Encourages customers to upgrade to the latest release and updated version
- NICE Maintenance Program
 - Offers professional and cost effective maintenance services as well as the latest software upgrades to ensure that NICE solutions are technologically up-to-date and fully operational
 - Provides end-to-end maintenance and support with first class service throughout delivery and post-sale provided by NICE personnel dedicated to delivering world class support

- Ensures customers that NICE's service and support professionals are ready to assist when needed in order to keep the business running smoothly and with minimal interruption

Terminology

- **Sunset:** The cessation of support for the product because NICE or a third-party vendor will no longer provide new features, improvements or technical assistance for that product.
- **Product:** An individual offering, system subset, suite of hardware, and/or software components that form part of a packaged or customized solution.
- **Version:** A specific edition of a product as indicated by its number, normally in the format of NICE Perform Release x.y. The x designates a major release and y designates a minor release. (A product may or may not include a product version number. For example, with version number: NICE Perform Release 3.2; without version number: NiceCall Focus III. The term 'product version' in this document refers to both products with a version number and products without version numbers.)
- **Major Release:** A release containing major new features, enhancements and developments over the previous release architecture (i.e. NICE Perform Release 3).
- **Minor Release:** A release containing minor new features and enhancements (i.e. NICE Perform Release 3.1).
- **Update Pack:** A bundled group of software updates released on a regular basis. A separate update pack is issued for each NICE Perform version. Update packs are numbered sequentially for each version and each contains the updates of all previous update packs issued for that version. Each update pack is given a unique identifier using the format x.y.z (x designates a major release, y designates a minor release, and z designates the update pack version).

Sunset Milestones

Any new sunset that is announced will follow these sunset milestones:

- **End-of-sale date:** The final date when a product version will be available for sale. After this date, it will not be possible to order new systems of the sunset release.
- **End-of-expansion sale date:** The final date when a product version, hardware or software, can be expanded within the same product version of an existing installation. After that date NICE will not allow adding licenses or capabilities to an existing deployment.
- **End-of-mainstream software support date:** The final date when NICE will cease to provide code fixes, software updates and changes to a product version. After that date, NICE will not support proactive development for new environments such as CTI integrations, proactive language pack certifications and third-party software certification.
- **End-of-extended software support date:** The final date when NICE will cease to provide critical code fixes and changes for a product version. Requests for Microsoft security patches, security advisory patches, daylight savings updates and service packs, as well as Internet Explorer update certifications may require an upgrade to a newer minor/major release.

- **End-of-support date:** The final date when NICE will cease to provide support for a product version including technical support, on-site support, help desk support, training and spare parts.

Sunset Policy Timelines

Upon NICE's decision to start the sunset for a specific product version, an announcement will be made with the following milestones

Table 1: Standard Guidelines for Sunset Milestones

Milestone	T	T+6M	T+12M	T+18M	T+24M	T+60M
Sunset announcement period						
End-of-sale date	← 6M →					
End-of-expansion sale date	← Expanded to 1.5Y →					
End-of-mainstream software support date (see Table 2)	← 1.5Y →					
End-of-extended software support date (see Table 2)	← 2Y →					
End-of-support date (see Table 2)	← 5Y →					

T= Sunset announcement date M= Month
Y= Year

Table 2: Software Support Stages

Support Stage	Mainstream Software Support	Extended Software Support	Service Support
Technical support	Yes	Yes	Yes
Service request (SR) handling	Code fixes (delivery as part of update packs)	Code fixes for critical* SRs only (delivery as part of update packs or dedicated hotfix)	Help desk and tier support. No code fixes.
Third-party software certifications (according to the NICE Software Certification Policy)	Yes	Support for Microsoft security patches, security advisory patches, daylight savings updates and service packs, as well as Internet Explorer updates. Excludes certification for new releases of Windows OS, SQL Server, .NET, Internet Explorer and other third-party software that is proactively certified by NICE.**	No
Telephony and CTI proactive certification plan	Yes	No	No
Commitments to new CTI/switch releases	Evaluating according to commitment process/criteria	Considered only upon vendor backward compatibility	No
Commitment to new CTI functionality	Evaluating according to commitment process/criteria	No	No
Proactive certification of language packs	Yes	No	No

*Critical = based on severity and priority

** Validation of the above mentioned software ceases when Microsoft no longer supports the respective operating system required to run this product version (for example, when Microsoft ceases to release patches and service packs for the operating system in question)

Hardware Spare Part Support

NICE will provide third-party hardware spare parts for its hardware system components under the Return Material Authorization (RMA) process as follows:

- For RoHS hardware components- up to 5 years after the end-of-sale date
- For non-RoHS hardware components (systems issued prior to 2007)- up to 1 year after the end-of-sale date

The above is subject to the following policy:

1. NICE hardware support is subject to the sunset policy of its vendors
2. NICE will make every effort possible to find a hardware substitute
3. If a hardware substitute cannot be found, NICE will:
 - a. Announce a "last buy" date for NICE Business Partners
 - b. Deliver spare part orders on a first come/first serve basis

Note: NICE reserves the right to restrict the number of spare parts for orders.

Sunset Policy Marketing Notes and Validity

Listed below are references to previous marketing notes describing the NICE Sunset Policy and their validity:

Marketing Note	Issued Data	Validity Period
MN1242	January 2012	Sunset announcement from January 2012 and beyond
MN1198	November 2009	Sunset announcement from November 2009 to January 2012
MN1120	January 2005	Sunset announcement from January 2005 to November 2009

For any additional information, contact your NICE sales representative. For additional announcements, updates and information, visit www.extranice.com

Date: July 11, 2017
From: Will Taylor, Director of Administration
To: Board of Supervisors
Via: Alex Harris, Information Technology Officer, Sheriff's Department, 951-955-2529
Subject: Sole Source Procurement; Request to replace the existing NICE voice recording system and purchase maintenance services to support the system

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:** NICE Inc.
2. **Vendor ID:** 56825
3. **Supply/Service being requested:** Replace the existing NICE voice recording system and purchase the associated maintenance services for year 2-5. This recording system will support the Sheriff's 911 dispatch centers, ISB records and Ben Clark Training Center.

(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.)

Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted: None, the NICE product is proprietary to NICE Inc. which is the platform selected by Motorola, Inc. for the Public Safety Enterprise Communications System (PSEC) radio system approved by the Board on March 24, 2015 (agenda 3.28). In addition, the County competed a Request for Quote (RFQ) # ITARC-256A and Motorola was the only respondent and they can support and maintain the NICE equipment at various Sheriff's Dispatch locations.

4. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide** (if proprietary software or machinery, hardware, please provide a supporting letter from the manufacturer): The NICE logging recorder is used to record audio files from the radio system. The NICE recording solution is the only Motorola certified system for the direct connection from the dispatch center recordings to the PSEC radio system. Additionally, the Sheriff's Department has more than two years of active recordings and the current playback function is at end of life and will no longer be supported by NICE. The new NICE recording solution will provide continued access to these past recordings.
5. **Reasons why my department requires these unique features and what benefit will accrue to the county:** As stated above, the NICE recording solution has the software for direct interface with the County's PSEC radio system recorders. Staff will have the ability to retrieve radio voice audio directly from the County's system. Additionally, historical audio from 9-1-1 call recordings and radio transmissions (voice) will continue to be accessible with the new upgraded system. These recording are essential and are used by the Department in court proceedings.
6. **Period of Performance:** From: July 2017 to July 2022

(total number of 5 years)

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

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval.)



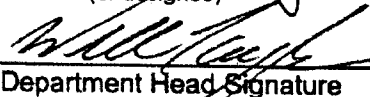
7. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed 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.)

One-time Costs:						
Software	\$141,689					\$141,689
Hardware (includes tax)	\$141,295					\$141,295
Professional Services	\$53,300					\$53,300
Ongoing Costs:						
Silver Maintenance	\$16,267	\$35,034	\$35,034	\$35,034	\$35,034	\$156,403
Total Costs	\$352,551	\$35,034	\$35,034	\$35,034	\$35,034	\$492,687

Note: Insert additional rows as needed

8. Price Reasonableness: (Explain why this price is reasonable or cost effective, and if this service/commodity will be bid out in the future.). The department was able to negotiate a 35% discount on the software's cost and had the vendor agree to provide the same maintenance pricing for year 2-5. The maintenance contract is approximately 10% of the purchase price which is typical of software and hardware agreements.

9. Projected Board of Supervisor Date (if applicable): July 11, 2017
 (Form 11s must accompany the sole source request for Purchasing Agent approval.)

	Kevin Vest	6/16/17
Chief Deputy Signature (or designee)	Print Name	Date
	Raymond Gregory	6/26/2017
Assistant Sheriff Signature (or designee)	Print Name	Date
	Will Taylor	6/26/17
Department Head Signature (or designee)	Print Name	Date

Purchasing Department Comments:
 Form # 116-333 rev 7/23/15

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ pa chart #7 One time Annual Amount through July 31, 2022
(Date)

Sgt Brandl 8/27/17 18-017
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

List Attachments:

Quote per each site and cost summary
Statement of Work for the Project



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2017-05297		
Requested Purchase:	NICE Recording System - Dispatch		
Department/Agency:	Sheriff		
Primary Contact/Phone:	Teresa McGuire	Alternate Contact/Phone:	ERIK LUE/
Purchase Request Type:			
Describe Requested Purchase:	Replacement of NICE recording system		

Terms:	Is this a Multi Year Contract?: False Length of Contract: Start Date: End Date: Special Terms and Conditions:
---------------	---

Business Needs Addressed:	The existing system is approximately 5 years old, components are failing, and the equipment has reached end of life and will not be supported by the vendor after March 31, 2017.
----------------------------------	---

Are there other county systems that provide the same functionality?	
--	--

Business Criticality:	Run the Business
------------------------------	------------------

Business Impact:	Support Current Operations, Improve Operational Efficiencies
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Current Cost itemization (Include all the year 1 cost)

Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
Replacemrnt Redundant NICE Recording System	Equipment - Replacement	Unknown	1	\$350,912.00	\$350,912.00		\$350,912.00
Maintenance years 2-5	Equipment - Replacement	Unknown	1	\$35,034.00	\$35,034.00		\$35,034.00

Annual Costs

Item Description	Payment Type	Terms (In Years)	Payment amount	Total Annual Payments
------------------	--------------	------------------	----------------	-----------------------

Accounting String
To be completed for pass-thru purchases that will be processed by RCIT Only

%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)
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Department Head Signature: Lt. Mark Potter (or Authorized designee)	Date: 3/15/2017 9:21 AM
---	-------------------------

RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended: Yes	By:	Date: 4/5/2017 3:49 PM
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Denial Explanation:

ACIO Review (Non standard purchases and renewals between \$0K and \$100K) - ACIO Review Status

Recommended: Yes	BY:	Date: 4/5/2017 3:49 PM
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Denial Explanation:



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

CIO Review (Purchases and renewals >\$100K) CIO Review Status		
Recommended:	By:	Date:
Denial Explanation:		

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status		
Recommended: Yes	By: Steve Reneker	Date: 4/5/2017 3:49 PM
Denial Explanation:		



NICE Systems, Inc.
Statement of Work

County of Riverside, CA
Riverside County Sheriff Department
NRX Upgrade

NICE® ■ Intent. Insight. Impact.™

PROPRIETARY AND CONFIDENTIAL INFORMATION

00151570

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Version No.	Date	Revised by	Description
1.0	03282017		First draft - AVico
1.1	04242017	AVico	Edits done to meet customer request
1.2	05222017	AVico	Final
1.3	05232017	AVico	Minor edits

1. CONTRACT REFERENCE

This statement of work ("Statement of Work" or "SOW") is entered into as of _____, and is issued under the Software Maintenance; Software and Hardware Purchase and Professional Services Agreement dated February 01, 2016 between NICE Systems, Inc. ("NICE") and County of Riverside, CA. (the "Agreement"). The detailed services to be performed under this SOW ("Services") are described below and shall be provided by NICE for the benefit of end customer, Riverside County Sheriff Department ("End User"). The terms and conditions of the Agreement are incorporated into and made a part of this SOW. Capitalized terms used in this SOW and not otherwise defined herein shall have the meaning assigned to such terms under the Agreement.

2. APPENDICES

The following appendices are incorporated into and made a part of this SOW:

- Appendix A: Description of Services
- Appendix B: Training
- Appendix C: NICE Services Pricing Detail
- Appendix D: Change Order Request Form
- Appendix E: Additional Assumptions and Dependencies

3. SOLUTION OVERVIEW

NICE will provide End User with Services relating to a total of five (5) locations designated by the Riverside County Sheriff Department.

Installation Phases – ISB will be the first site requiring installation. The remaining sites will be implemented at the direction of the Sheriff's department in coordination with NICE project management. NICE advises installation of the NRX recorders to come after the 911 upgrades take place. The timeline of the 911 upgrades at this time are to take place in mid-October 2017.

These are as follows:

- Alessandro
- Palm Desert
- Blythe
- ISB
- Ben Clark Training Center

Alessandro Site

Channel Matrix:

Proposed Solution for the recording of the following audio sources:

- 45 Analog Channels
- 40 VoIP Channels (8 x Cisco / 32 x Airbus Vesta™ using SPAN ports for passive recording)

Total channel count is: **85 Channels**

All analog audio inputs to NICE TDM recorders are 2-wire.

All passive VoIP recorders require a mirrored (SPAN) port to capture RTP packets from each data switch connected to the IP phones IP consoles to be recorded.

The logger is configured with RAID1 drives for the OS, Application, and data storage.

The analog interface will connect to the punch down blocks via 2-wire connection for each analog source.

The existing NRX at the Alessandro Site has twenty-two (22) analog channels installed using a single analog interface card. A second analog card will be installed and the total analog channel count will be increased to 45 through an updated NRX license.

In addition to the analog channels, the following changes will also be made:

- 8 VoIP channels will be added to the existing NRX for the recording of Cisco IP phone sets.
- 32 VoIP channels will be added for the recording of Airbus Vesta™ 911 IP consoles.

The Alessandro site will have three (3) Airbus Vesta™ switches that connect to the IP consoles. Each switch will require a SPAN port for recording of console audio. The SPAN port will be directly connected to a NIC connection on the NRX server.

The NRX contains a total of four (4) network interface cards (NICs). One will be for allowing administration of the logger on the recording network. The other three will be connected to the Airbus switches.

A second NRX will be implemented in parallel with the same configuration of 45 analog and 40 VoIP channels. The analog channels will require double punching or pairing of the 2-wire analog connections to allow the parallel recording of the audio.

The Airbus Vesta™ will require a second SPAN port for each of the three switches to allow the parallel recording of IP console audio.

A second NIC card will be installed in each of the two (2) NRX servers to allow for an additional network connection to another SPAN port on the administration phone system to allow the recording of Cisco IP sets using a passive method of RTP capture. Configuration of the SPAN port is the responsibility of the customer IT department under guidance by NICE to ensure proper operation for recording of the audio packets.

**** The customer is responsible for contacting Airbus directly well in advance of the recording system installation to coordinate the implementation of the recording system on the Airbus secure network. ****

Audio Archiving:

Audio will be recorded initially on internal drives in the NRX loggers. Software included with the NRX system will allow for the archiving of audio to the external network based server as proposed. This makes the audio available to the users when searching via Inform applications.

NICE Inform:

The existing Inform master system will be upgraded from V5.x to V7.2. All user applications will also be upgraded during this process. The upgrade includes SQL2012 for Inform.

SNMP Alarming:

The system status and alerts are monitored via Castle Rock SNMP management application. This application is deployed on a separate workstation PC and can interface to the Customer's e-mail server to allow alert notifications to be sent to the appropriate personnel. The configuration of the external alerts is the responsibility of the customer.

The workstation to host the SNMP application is included in the proposal.

ANI/ALI:

The ANI/ALI output from the 911 Controller will be captured and made available to users as search criteria for audio using Inform Reconstruction. The 911 Controller must be NENA compliant.

The proposed DigiPort™ Port Server will be used to convert the serial output of the 911 system to IP which is then transmitted over the recording network which includes the NRX servers. Drivers will be installed on each NRX that looks for the IP packets from the Port Server and accepts the ANI/ALI data, parses it, and adds it to the ANI/ALI table matched to the position that the call was taken.

A total of four (4) NRX servers can receive data from a single Port Server.

CABLING

Analog / Digital TDM Channels:

The customer is responsible for wiring from each demarcation block to the rear of the voice logger. Cables with Amphenol connectors for the recorder connection and open leads for the punch down block are provided by NICE for each interface card.

The customer is responsible for the field wiring to each punch down block and the physical punch down blocks. NICE does not provide wiring services to connect field wiring to the loggers.

Palm Desert Site

Channel Matrix:

Proposed Solution for the recording of the following audio sources:

- 5 Analog Channels
- 10 VoIP Channels for Airbus Vesta™

Total channel count is: **15 Channels**

All analog audio inputs to NICE TDM recorders are 2-wire.

All passive VoIP recorders require a mirrored (SPAN) port to capture RTP packets from each data switch connected to the IP phones IP consoles to be recorded.

The logger is configured with RAID1 drives for the OS, Application, and data storage.

The analog interface will connect to the punch down blocks via 2-wire connection for each analog source.

In addition to the analog channels, 10 VoIP channels will be configured to connect to the Airbus Vesta™ via SPAN ports.

The Palm Desert site will have two (2) Airbus Vesta™ switches that connect to the IP consoles. Each switch will require a SPAN port for recording of console audio.

The NRX contains a total of four (4) network interface cards (NICs). One will be for allowing administration of the logger on the recording network. The other two will be connected to the Airbus Vesta™ switches.

A second NRX will be implemented in parallel with the same configuration of 5 analog and 10 Airbus Vesta™ VoIP channels.

**** The customer is responsible for contacting Airbus directly well in advance of the recording system installation to coordinate the implementation of the recording system on the Airbus secure network. ****

Audio Archiving:

Audio will be recorded initially on internal drives in the NRX loggers. Software included with the NRX system will allow for the archiving of audio to the external network based server as proposed. This makes the audio available to the users when searching via Inform applications.

NICE Inform:

Users will connect to the master Inform server for authentication and user application access.

SNMP Alarming:

The system status and alerts are monitored via Castle Rock SNMP management application at the Alessandro site. The network must be configured to allow communication between the servers at Palm Desert and the SNMP host at Alessandro.

ANI/ALI:

The ANI/ALI output from the 911 Controller will be captured and made available to users as search criteria for audio using Inform Reconstruction. The 911 Controller must be NENA compliant.

The proposed DigiPort™ Port Server will be used to convert the serial output of the 911 system to IP which is then transmitted over the recording network which includes the NRX servers. Drivers will be installed on each NRX that looks for the IP packets from the Port Server and accepts the ANI/ALI data, parses it, and adds it to the ANI/ALI table matched to the position that the call was taken.

A total of four (4) NRX servers can receive data from a single Port Server.

CABLING

Analog / Digital TDM Channels:

The customer is responsible for wiring from each demarcation block to the rear of the voice logger. Cables with Amphenol connectors for the recorder connection and open leads for the punch down block are provided by NICE for each interface card.

The customer is responsible for the field wiring to each punch down block and the physical punch down blocks. NICE does not provide wiring services to connect field wiring to the loggers.

Blythe Site

Channel Matrix:

Proposed Solution for the recording of the following audio sources:

- 2 Analog Channels
- 2 VoIP Channels for Airbus Vesta™

Total channel count is: **4 Channels**

All analog audio inputs to NICE TDM recorders are 2-wire.

All passive VoIP recorders require a mirrored (SPAN) port to capture RTP packets from each data switch connected to the IP phones IP consoles to be recorded.

The logger is configured with RAID1 drives for the OS, Application, and data storage.

The analog interface will connect to the punch down blocks via 2-wire connection for each analog source.

In addition to the analog channels, 2 VoIP channels will be configured to connect to the Airbus Vesta™ via SPAN ports.

The Blythe site will have two (2) Airbus Vesta™ switches that connect to the IP consoles. Each switch will require a SPAN port for recording of console audio.

The NRX contains a total of four (4) network interface cards (NICs). One will be for allowing administration of the logger on the recording network. The other two will be connected to the Airbus Vesta™ switches.

A second NRX will be implemented in parallel with the same configuration of 2 analog and 2 Airbus Vesta™ VoIP channels.

**** The customer is responsible for contacting Airbus directly well in advance of the recording system installation to coordinate the implementation of the recording system on the Airbus secure network. ****

Audio Archiving:

Audio will be recorded initially on internal drives in the NRX loggers. Software included with the NRX system will allow for the archiving of audio to the external network based server as proposed. This makes the audio available to the users when searching via Inform applications.

NICE Inform:

Users will connect to the master Inform server for authentication and user application access.

SNMP Alarming:

The system status and alerts are monitored via Castle Rock SNMP management application at the Alessandro site. The network must be configured to allow communication between the servers at Palm Desert and the SNMP host at Alessandro.

ANI/ALI:

The ANI/ALI output from the 911 Controller will be captured and made available to users as search criteria for audio using Inform Reconstruction. The 911 Controller must be NENA compliant.

The proposed DigiPort™ Port Server will be used to convert the serial output of the 911 system to IP which is then transmitted over the recording network which includes the NRX servers. Drivers will be installed on each NRX that looks for the IP packets from the Port Server and accepts the ANI/ALI data, parses it, and adds it to the ANI/ALI table matched to the position that the call was taken.

A total of four (4) NRX servers can receive data from a single Port Server.

CABLING

Analog / Digital TDM Channels:

The customer is responsible for wiring from each demarcation block to the rear of the voice logger. Cables with Amphenol connectors for the recorder connection and open leads for the punch down block are provided by NICE for each interface card.

The customer is responsible for the field wiring to each punch down block and the physical punch down blocks. NICE does not provide wiring services to connect field wiring to the loggers.

ISB Site

Channel Matrix:

Proposed Solution for the recording of the following audio sources:

- 35 Cisco VoIP Channels

Total channel count is: **35 Channels**

All passive VoIP recorders require a mirrored (SPAN) port to capture RTP packets from each data switch connected to the IP phones IP consoles to be recorded.

The logger is configured with RAID1 drives for the OS, Application, and data storage.

The ISB site is to record Cisco IP phone sets connected to Cisco data switches. Each switch will require a SPAN port for recording of console audio. Up to a maximum of three (3) SPAN ports can be connected to the NRX loggers.

The NRX contains a total of four (4) network interface cards (NICs). One will be for allowing administration of the logger on the recording network. The other three are available to connect to the Cisco switches to capture the RTP audio.

A second NRX will be implemented in parallel with the same configuration of 35 VoIP channels.

Audio Archiving:

Audio will be recorded initially on internal drives in the NRX loggers. Software included with the NRX system will allow for the archiving of audio to the external network based server as proposed. This makes the audio available to the users when searching via Inform applications.

NICE Inform:

Users will connect to the master Inform server for authentication and user application access.

SNMP Alarming:

The system status and alerts are monitored via Castle Rock SNMP management application at the Alessandro site. The network must be configured to allow communication between the servers at Palm Desert and the SNMP host at Alessandro.

CABLING

Analog / Digital TDM Channels:

The customer is responsible for wiring from each demarcation block to the rear of the voice logger. Cables with Amphenol connectors for the recorder connection and open leads for the punch down block are provided by NICE for each interface card.

The customer is responsible for the field wiring to each punch down block and the physical punch down blocks. NICE does not provide wiring services to connect field wiring to the loggers.

Ben Clark Training Center Site

Channel Matrix:

Proposed Solution for the recording of the following audio sources:

- 7 Analog Channels
- 7 VoIP Channels for Airbus Vesta™

Total channel count is: **14 Channels**

All analog audio inputs to NICE TDM recorders are 2-wire.

All passive VoIP recorders require a mirrored (SPAN) port to capture RTP packets from each data switch connected to the IP phones IP consoles to be recorded.

The logger is configured with RAID1 drives for the OS, Application, and data storage.

The analog interface will connect to the punch down blocks via 2-wire connection for each analog source.

In addition to the analog channels, 2 VoIP channels will be configured to connect to the Airbus Vesta™ via SPAN ports.

The Ben Clark site will have two (2) Airbus Vesta™ switches that connect to the IP consoles. Each switch will require a SPAN port for recording of console audio.

The NRX contains a total of four (4) network interface cards (NICs). One will be for allowing administration of the logger on the recording network. The other two will be connected to the Airbus Vesta™ switches.

**** The customer is responsible for contacting Airbus directly well in advance of the recording system installation to coordinate the implementation of the recording system on the Airbus secure network. ****

Audio Archiving:

Audio will be recorded initially on internal drives in the NRX loggers. Software included with the NRX system will allow for the archiving of audio to the external network based server as proposed. This makes the audio available to the users when searching via Inform applications.

NICE Inform:

Users will connect to the master Inform server for authentication and user application access.

SNMP Alarming:

The system status and alerts are monitored via Castle Rock SNMP management application at the Alessandro site. The network must be configured to allow communication between the servers at Palm Desert and the SNMP host at Alessandro.

ANI/ALI:

The ANI/ALI output from the 911 Controller will be captured and made available to users as search criteria for audio using Inform Reconstruction. The 911 Controller must be NENA compliant.

The proposed DigiPort™ Port Server will be used to convert the serial output of the 911 system to IP which is then transmitted over the recording network which includes the NRX servers. Drivers will be installed on each NRX that looks for the IP packets from the Port Server and accepts the ANI/ALI data, parses it, and adds it to the ANI/ALI table matched to the position that the call was taken.

A total of four (4) NRX servers can receive data from a single Port Server.

CABLING

Analog / Digital TDM Channels:

The customer is responsible for wiring from each demarcation block to the rear of the voice logger. Cables with Amphenol connectors for the recorder connection and open leads for the punch down block are provided by NICE for each interface card.

The customer is responsible for the field wiring to each punch down block and the physical punch down blocks. NICE does not provide wiring services to connect field wiring to the loggers.

For a detailed description of the Services included pertaining to the Solution, refer to Appendix A of this SOW.

4. PROJECT ASSUMPTIONS

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the project schedule, fees and expenses, tasks, and the level of effort required to perform the Services covered by the SOW.

General Assumptions

- End User shall be responsible for the responsiveness and performance of any third-party vendor and/or subcontractor engaged by End User in connection with the Solution described in this SOW.
- End User will provide reasonable access to the necessary End User facilities, and suitable workspace for all NICE project team members when working at the End User's site when necessary. Suitable workspace includes, but is not limited to, desks, telephones, access to the system and meeting rooms.
- End User will identify and schedule training class attendees and facilities in connection with any training to be provided by NICE hereunder.
- All training and consulting Services to be provided by NICE under this SOW must be used by End User within twenty-four (24) months following the date of completion of the installation Services to be performed hereunder, signified by NICE's notification to Business Partner of its completion of the NICE installation test procedure. If End User fails to use the consulting/training Services within the aforementioned twenty-four (24) months period: (a) End User shall forfeit its right to receive and use such Services; and (b) NICE shall invoice Business Partner for the fees for such training and consulting Services, which shall be paid by County of Riverside in accordance with the payment terms set forth in the Agreement.
- If there is a need for an escort across the site facility, End User will allocate a dedicated security person as needed.
- NICE implementation resource allocation and assignment will be at NICE's discretion based on needs and availability.
- Installation of Products and application migration and testing will be performed during NICE normal business hours (Monday-Friday 8:00 a.m. – 5:00 p.m. local time).

Technical and Functional Assumptions

- NICE will provide the NICE Site Preparation Checklist at the project kickoff meeting as outlined in Attachment A. End User will complete all items on the NICE Site Preparation Checklist approximately two (2) weeks prior to the commencement of installation.
- County of Riverside understands that all site readiness activities shall be completed no later than two (2) weeks prior to scheduled implementation date including formal review and agreement of Site Preparation Checklist.
- NICE will install the servers onsite. County of Riverside must confirm that all servers meet the following conditions:
 - NICE certified updated Antivirus with active licensing. Current list of certified versions are available for download at www.ExtraNICE.com.
 - NICE certified MS Windows and SQL patches. Current list of certified versions are available for download at www.ExtraNICE.com.
 - End User will confirm and provide network IP addresses, firewall access, and required open ports per NICE's specifications.
 - End User will provide a lab (staging area) that is ready to be used for a testing environment.

5. ROLES AND RESPONSIBILITIES

NICE Resources

Following the execution of this SOW by both parties, NICE will assign a project manager ("NICE PM") in connection with its performance of the Services to be performed hereunder. The NICE PM will serve as the primary point of contact for NICE in connection with the Services, and will be responsible for working with the project manager, including the development of a project plan, and NICE's coordination of the Services to be performed by it hereunder.

NICE Roles and Responsibilities

- NICE Project Manager – Responsibilities of the NICE PM include:
 - Be a proactive and customer-centric interface between Customer and NICE, while providing internal customers, technical staff, and upper management with project status.
 - Plan, estimate, and organize overall implementation of NICE Solution while being applied in Customer environments.
 - Provide daily direction, motivation, and support to project team.
 - Plan for project contingencies and anticipate variations that may affect on-time and within budget Solution delivery.
 - Serve as the communication link between Customer and NICE throughout the project life cycle.
- NICE Professional Services Engineer ("PSE") – The NICE PSE will verify site prerequisites, install the Solution while documenting the procedure and load the necessary software on the equipment. The PSE will also conduct the Installation Test Procedure.
- NICE Education Specialist ("NICE ES") – The NICE ES will implement all aspects of the training as required by the purchased Solution, including preparing and conducting training classes.

End User Resources

County of Riverside will request that the End User assign a project manager ("End User PM") in connection with the Services to be performed hereunder. The End User PM will serve as the primary point of contact for End User in connection with the Services, and will be responsible for working with County of Riverside and NICE teams, including the development of a project plan, and Business Partner and End User's internal coordination of the Services to be performed by NICE hereunder.

- Business Partner Project Manager – The NICE PM and Business Partner project manager ("Business Partner PM") will work together to act as the main vehicle for all communications and implementation-related activities.
- System Administrator – This End User will be familiar with all operational aspects of the NICE Solution that is installed. They will understand the basic functional components of the Solution and how they should be deployed within the End User contact center infrastructure. The System Administrator will have the most technical responsibility within the project.
- Telephony Administrator / Specialist – This End User may be needed to address telecom-related issues.

6. INSTALLATION / REMOTE ACCESS

Installation of the Solution will be performed on-site, however, remote access is a key activity detailed on the NICE Site Preparation Checklist and is an implementation milestone. Remote VPN access is required. Access to the Products is required when performing various installation and maintenance support activities for the Solution. Local administrative rights are also required for some installation activities and maintenance activities. Onsite access may be necessary for certain activities.

7. CHANGE MANAGEMENT PROCESS

Any changes to the Solution design and scope following execution of this SOW may impact project dates resulting in additional product and Services fees, as well as elevated risk to the project. Changes to the Solution design, project scope, project dates, and any associated project dates, and any associated additional charges and/or costs must be mutually agreed by Riverside County Sheriff and NICE in writing prior to the performance of any Services related to such changes, and will only be valid when agreed upon in writing by both parties using the Change Order Request Form in Appendix E of this SOW. All changes to Services scope are subject to resource availability.

8. SERVICES FEES AND INVOICING TERMS

The total value of the Professional Services is Fifty-Three Thousand Three Hundred Dollars (\$53,300).

NICE shall invoice Riverside County for Services per site:

Alessandro \$27,300

Palm Desert \$6,000

Blythe \$6,000

ISB \$6,000

Ben Clark \$8,000

as outlined in Appendix C: NICE Services Pricing Detail.

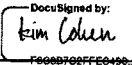
The Services fees are inclusive of up to Seventeen Thousand Five Hundred Dollars (\$17,500.) for travel and out-of-pocket expenses incurred by NICE in connection with its performance of the Services ("Expenses"), including, but not limited to project kickoff meetings, training and business consulting engagements, onsite installation and testing, if required. NICE shall invoice Business Partner for Expenses monthly in arrears, and Customer shall pay such invoices in

accordance with the payment terms set forth in the Agreement. Any Expenses incurred by NICE shall conform to NICE's Expense Reimbursement Policy and shall be invoiced at cost without mark-up. NICE travel Expenses include a fifty dollar (\$50) meal per diem that will be included for reimbursement without receipts.

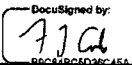
The Parties have caused this SOW to be executed by their respective authorized signatories as of the date first set forth above.

NICE Systems, Inc.

County of Riverside

By:  _____
 Name: Kim Cohen
 Title: Director, Finance
 Date: May 31, 2017

By: _____
 Name: _____
 Title: _____
 Date: _____

By:  _____
 Name: Fran Carlo
 Title: VP Security Services
 Date: May 30, 2017

APPENDIX A: DESCRIPTION OF SERVICES

Project Activities:

NICE follows industry standard PMI implementation methodology. The Solution will be implemented in accordance with the following phases and activities:

Activity	Description	Primary Responsibility	Output
Initiation Phase			
Project Validation	<ul style="list-style-type: none"> ▪ End User and County of Riverside assigns Project Manager ▪ NICE assigns Project Manager ▪ NICE Project Manager reviews End User-purchased Solution. 	NICE / County of Riverside /End User	
Sales to Services Handover	<ul style="list-style-type: none"> ▪ NICE Project Manager reviews Sales Milestone Kit and accepts project. ▪ NICE Project Manager conducts Post-PO Sales to Service ("S2S") internal call with NICE Account Team to review SOW, Pricing and Solution Design relative to End User business need. 		
Planning Phase			
Internal Kickoff Meeting	<ul style="list-style-type: none"> ▪ Preparation for Client Kickoff Meeting ▪ Preliminary Project Plan is developed 	NICE	Preliminary Project Plan
Customer Kickoff Meeting conducted	<ul style="list-style-type: none"> ▪ Review and finalize proposed Project Plan ▪ Review executed Statement of Work ▪ Review NICE Site Preparation Checklist. 	NICE/County of Riverside	Final Project Plan

Activity	Description	Primary Responsibility	Output
Execution Phase			
Site Preparation Checklist completed	<ul style="list-style-type: none"> ▪ End User completes all items on the Site Preparation Checklist at least two (2) weeks prior to the installation date. ▪ The NICE PM receives the completed NICE Site Preparation Checklist ("SPC") from Business Partner. 	End User/County of Riverside NICE	SPC
Solution installed	<ul style="list-style-type: none"> ▪ Remote software installation and hardware verification will be completed by the NICE Professional Services Engineer ("PSE") in collaboration with End User. An End User representative will be available for the NICE Professional Services Engineer ("PSE") to contact for support. ▪ System includes components as described in the Solution Overview section of this SOW. 	NICE	

Activity	Description	Primary Responsibility	Output
Execution Phase			
Installation Test Procedure ("ITP") completed – Alessandro site	<ul style="list-style-type: none"> While NICE conducts the ITP, County of Riverside and End User representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, NICE shall provide a copy of the ITP to Business Partner. NICE and County of Riverside will retain a copy of the document, signifying the completion of the installation. County of Riverside point of contact is responsible for notifying all End User parties that the ITP has been completed. 	NICE/ /End User	Completed ITP
Installation Test Procedure ("ITP") completed – Palm Desert site	<ul style="list-style-type: none"> While NICE conducts the ITP, County of Riverside and End User representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, NICE shall provide a copy of the ITP to Business Partner. NICE and Business Partner will retain a copy of the document, signifying the completion of the installation. County of Riverside point of contact is responsible for notifying all End User parties that the ITP has been completed. 	NICE/ County of Riverside / End User	Completed ITP
Installation Test Procedure ("ITP") completed – Blythe site	<ul style="list-style-type: none"> While NICE conducts the ITP, County of Riverside and End User representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, NICE shall provide a copy of the ITP to Business Partner. NICE and County of Riverside will retain a copy of the document, signifying the completion of the installation. County of Riverside point of contact is responsible for notifying all End User parties that the ITP has been completed. 	NICE/ County of Riverside / End User	Completed ITP

Activity	Description	Primary Responsibility	Output
Execution Phase (continued)			
Installation Test Procedure ("ITP") completed – ISB site	<ul style="list-style-type: none"> ▪ While NICE conducts the ITP, County of Riverside and End User representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, NICE shall provide a copy of the ITP to Riverside County. NICE and County of Riverside will retain a copy of the document, signifying the completion of the installation. County of Riverside point of contact is responsible for notifying all End User parties that the ITP has been completed. 	NICE/ County of Riverside / End User	Completed ITP
Installation Test Procedure ("ITP") completed – Ben Clark site	<ul style="list-style-type: none"> ▪ While NICE conducts the ITP, County of Riverside and End User representative will be available to actively participate in the process. Upon completion of the tests set forth in the ITP, NICE shall provide a copy of the ITP to County of Riverside. NICE and County of Riverside will retain a copy of the document, signifying the completion of the installation. County of Riverside point of contact is responsible for notifying all End User parties that the ITP has been completed. 	NICE/ County of Riverside / End User	Completed ITP
Closure Phase			
Solution begins working	<ul style="list-style-type: none"> ▪ Solution begins working in End User environment(s). ▪ Outstanding issues are addressed. ▪ Transition of support to NICE Customer Support Center ("CSC") takes place. 	NICE/ County of Riverside / End User	

APPENDIX B: TRAINING

Training is typically scheduled at least 6-8 weeks in advance. The agenda for each End User may vary and can be modified based on their Solution or to accommodate specific End User requests. Depending on the configuration and specific End User requests, training session(s) typically cover the modules listed below.

Course Description
On Line Self-Paced applications training for NICE Recording – one year access (Price per-user)
<p>NICE Inform Evaluator QA and Reporter Applications Training - This is a 2 (two) day led training for up to 6 (six) students held at the client site. NICE Inform Evaluator session(s) typically cover the modules listed below:</p> <p><u>System / User Administrator</u></p> <ul style="list-style-type: none"> ▪ Upgrading Clients ▪ Adding / Editing Users ▪ Editing Profiles ▪ Reporter Warehouse <p><u>Template Designer</u></p> <ul style="list-style-type: none"> ▪ Creating Question Types ▪ Creating Evaluation Forms <p><u>Evaluator</u></p> <ul style="list-style-type: none"> ▪ Defining QA Processes ▪ Defining Supervisor Processes ▪ Selecting Audio to Evaluate ▪ Evaluating Audio ▪ Evaluation Status(s) ▪ Adding Notes ▪ Searching for Evaluations by Status/User ▪ Scheduling Evaluations

Course Description

Reporter

- Defining QA Processes
- Defining Supervisor Processes
- Selecting Audio to Evaluate

Course Description

Education Portal: This portal is the one-stop shop for all NICE users, who want to learn more about how to utilize NICE solutions for maximum benefit. The portal is managed by the NICE Customer Training Services team, bringing to you the expert knowledge of our NICE Education Specialists.

The Education Portal is an ideal solution as a post-training complementary learning aid and includes the following:

- **Full lessons** – Self-paced eLearning modules, available 24/7, covering basic and advanced usage of NICE products
- **Learning Bytes** – Quick, self-paced clips that provide tips, tricks and "how-to's"
- **Webinars** – Live eLearning events, hosted by NICE Education Specialists, held periodically to cover various topics around NICE products and best practices
- **Documents** – User guides, reference guides and more
- **Ask-A-Trainer Forums** – Interact with other NICE users and with NICE Education Specialists to ask and answer questions related to using NICE applications
- **Notifications** – Receive information about latest NICE training promotions and news
- **Updates** – Learn about new updates and features from NICE

Note: Business Partner has purchased access for one (1) user for a period of one (1) year.

APPENDIX C: NICE SERVICES PRICING DETAIL

Alessandro Site Professional Services

Alessandro - Professional Services						
Professional Services	Description	Qty.	Unit List Price	Unit Net Price	Total Net Price	Invoicing Terms
PS-IN-RPI31-PS	First day on site per person per week. Not required for remote installations.	3	\$1,000.00	\$1,000.00	\$3,000.00	NICE will invoice upon notification to Enduser of NICE's completion of the Installatoin Test Procedure ("ITP")
PS-IN-RPI36-PS	T&E per person per week North America. Not required for remote installations.	3	\$2,500.00	\$2,500.00	\$7,500.00	NICE will invoice Enduser up to \$7,500 at cost and without markup, for actual expenses incurred monthly in arears.
PS-TEC-IEIP-02-PS	Tech Implementation (Install and PM) First Recording System, up to 96 channels	1	\$7,500.00	\$7,500.00	\$7,500.00	NICE will invoice upon notification to Enduser of NICE's completion of the Installatoin Test Procedure ("ITP")
PS-TEC-IEIP-05PS	Tech Implementation (Install and PM) Additional Recording System, Same Site, up to 96 channels	0	\$2,000.00	\$2,000.00	\$0.00	NICE will invoice upon notification to Enduser of NICE's completion of the Installatoin Test Procedure ("ITP")
PS-IN-VAR05-PS	Setup of SNMP traps and SNMP management consoles Castle Rock	1	\$1,000.00	\$1,000.00	\$1,000.00	NICE will invoice upon notification to Enduser of NICE's completion of the Installatoin Test Procedure ("ITP")
PS-IN-ASC02-PS	Additional CTI/CDR driver installation for NPX, NR, NP or NIM	1	\$2,000.00	\$2,000.00	\$2,000.00	NICE will invoice upon notification to Enduser of NICE's completion of the Installatoin Test Procedure ("ITP")
PS-TR-EP-NR01-PS	Online self-paced applications training for NICE Recording - 1 year access (price per user)	1	\$300.00	\$300.00	\$300.00	NICE will invoice Enduser upon delivery.
PS-TR-EU12-PS	NICE Inform 2-day instructor led training for up to 6 students held at the client site. Covers Verify, Monitor, Reconstruction, Organizer and Reporter, as well as administration applications. (Excludes Evaluator QA).	1	\$6,000.00	\$6,000.00	\$6,000.00	NICE will invoice upon notification to Enduser of NICE's completion of the Installatoin Test Procedure ("ITP")
Total Professional Services:					\$27,300.00	

Palm Desert Professional Services

Palm Desert - Professional Services					
Professional Services	Description	Qty	Unit Net Price	Total Net Price	Invoicing Terms
PS-IN-RPI31-PS	First day on site per person per week. Not required for remote installations.	1	\$1,000.00	\$1,000.00	Nice will invoice upon notification to End User of NICE's completion of the Installation Test Procedure ("ITP")
PS-IN-RPI36-PS	T&E per person per week North America. Not required for remote installations.	1	\$2,500.00	\$2,500.00	NICE will invoice End User upon completion
PS-TEC-IEIP-07-PS	Tech Implementation (Install and PM) Additional Recording System, Different Site, up to 48 channels	1	\$2,500.00	\$2,500.00	Nice will invoice upon notification to End User of NICE's completion of the Installation Test Procedure ("ITP")
Total Professional Services:				\$6,000.00	

Blythe site - Professional Services

Blythe - Professional Services					
Professional Services	Description	Qty	Unit Net Price	Total Net Price	Invoicing Terms
PS-IN-RPI31-PS	First day on site per person per week. Not required for remote installations.	1	\$1,000.00	\$1,000.00	Nice will invoice upon notification to End User of NICE's completion of the Installation Test Procedure ("ITP")
PS-IN-RPI36-PS	T&E per person per week North America. Not required for remote installations.	1	\$2,500.00	\$2,500.00	NICE will invoice End User upon completion
PS-TEC-IEIP-07-PS	Tech Implementation (Install and PM) Additional Recording System, Different Site, up to 48 channels	1	\$2,500.00	\$2,500.00	Nice will invoice upon notification to End User of NICE's completion of the Installation Test Procedure ("ITP")
Total Professional Services:				\$6,000.00	

ISB Site – Professional Services

ISB - Professional Services						
Professional Services	Description	Qty.	Unit New Price	Total Net Price	Invoicing Terms	
PS-IN-RPI31-PS	First day on site per person per week. Not required for remote installations.	1	\$1,000.00	\$1,000.00	Nice will invoice upon notification to End User of NICE's completion of the Installation Test Procedure ("ITP")	
PS-IN-RPI36-PS	T&E per person per week North America. Not required for remote installations.	1	\$2,500.00	\$2,500.00	NICE will invoice End User upon completion	
PS-TEC-IEIP-07-PS	Tech Implementation (Install and PM) Additional Recording System, Different Site, up to 48 channels	1	\$2,500.00	\$2,500.00	Nice will invoice upon notification to End User of NICE's completion of the Installation Test Procedure ("ITP")	
Total Professional Services:				\$6,000.00		

Ben Clark Site – Professional Services

Ben Clark - Professional Services						
Professional Services	Description	Qty	Unit List Price	Unit Net Price	Total Net Price	Invoicing Terms
PS-IN-RPI31-PS	First day on site per person per week. Not required for remote installations.	1	\$1,000.00	\$1,000.00	\$1,000.00	NICE will invoice upon notification to Enduser of NICE's completion of the Installatoin Test Procedure ("ITP")
PS-IN-RPI36-PS	T&E per person per week North America. Not required for remote installations.	1	\$2,500.00	\$2,500.00	\$2,500.00	NICE will invoice Enduser up to \$2,500 at cost and without markup, fpor actual expenses incurred monthly in arrears
PS-UG-01-PS	Daily Services fee for Moves/Add/Changes (8-5 M-F)	1	\$2,000.00	\$2,000.00	\$2,000.00	NICE will invoice upon notification to Enduser of NICE's completion of the Installatoin Test Procedure ("ITP")
PS-TEC-IEIP-07-PS	Tech Implementation (Install and PM) Additional Recording System, Different Site, up to 48 channels	1	\$2,500.00	\$2,500.00	\$2,500.00	NICE will invoice upon notification to Enduser of NICE's completion of the Installatoin Test Procedure ("ITP")
Total Professional Services:				\$8,000.00		

APPENDIX D: CHANGE REQUEST FORM

Business Partner Information	
Fully-Executed SOW	Fully-Executed SOW opportunity number and date <<Insert SOW Effective Date here, located in the first paragraph of the SOW>> << If there is no SOW for the Project mark "N/A" >>
NICE Engagement Number	<<Insert ENG-xxxx-xxxxxxx>
Business Partner Entity Name	
Site Address (where installation takes place)	
Business Partner Name	
Business Partner Phone Number	

Date Requested: _____

Requested by: _____

Date Desired: _____

Priority Requested: (check one)

High Medium Low

Software Release / Version: _____

Change Overview:

<<Explain in detail the change in scope of Services or Product under the Change Order>>

NICE Systems Statement of Work

Part Number	Product or Services Description	Quantity	Unit Cost	Extended Fees
<<Insert Part Number from quote>>	<<Insert description from quote>>	<<Insert quantity>>	<<Insert Unit Cost from quote>>	<<Insert fees from quote>>
Other Items For Consideration:				

Except as modified by this Change Order, the SOW will remain in full force and effect; In the event of a conflict between the terms of the SOW and the terms of this Change Order, the terms of the Change Order will govern. All Services will be invoiced upon completion.

The Parties have caused this Change Order to be executed by their respective authorized signatories as of the date first set forth below.

NICE Systems, Inc.

County of Riverside, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS 6/26/17
 DATE

APPENDIX E: ADDITIONAL ASSUMPTIONS AND DEPENDENCIES

General

Customer to provide detailed schematic of infrastructure, including details of all routers/switches for the data network relating to the recorder system and the mapping of phone lines in the system.

The Customer/Partner must notify NICE of any compulsory Site Safety induction required for site access. Non notification will result in project delays and incur additional services costs.

The Customer/Partner must notify NICE of any compulsory server hardening policies.

Cabinet and Rack Mounting

All third party servers ordered directly from NICE include rail kits for 4-post cabinet mounting.

If third party servers are sourced by the Customer from a vendor other than NICE, all mounting hardware is the responsibility of the Customer.

Whenever 2-post racks/cabinets are to be used, it is up to the supplier of the cabinet to provide appropriate shelving for all hardware purchased from NICE. NICE provides no shelving.

Facilities (Electrical, HVAC and Dimensions)

Customers are responsible for providing the required power for the proposed system including all associated wiring, hardware, outlets, grounding etc.

Electrical connectors for all NICE recording systems are standard NEMA 5-15P, 3-wire, non-locking, straight blade, grounded plugs.

All electrical outlets for the proposed system should be located no more than three (3) feet from the rear of the equipment location.

Customers are responsible for providing sufficient heat dissipation for the proposed system as defined in the environmental specifications.

If Customer wishes to have parallel operation of new NICE system and legacy recording system, the Customer shall provide sufficient space (floor, rack, etc.) in work area.

The Solution is not certified for seismic activity and does not include any hardware or subsystems making it more or less susceptible to seismic activity.

To ensure operation during a power failure, all recording equipment associated to the recording process should be protected by an Uninterruptable Power Supply (UPS). It is also recommended that the dual power supplies on the NICE supplied servers be connected to separate circuits for added protection.

Demarcation

- Unless specifically stated otherwise, the demarcation point will be defined as the back of the recorder and/or other server hardware that NICE provides.
- Customer is responsible for ensuring the availability and proper function of all audio for recording up to and including the demarcation point.
- Customer is responsible for ensuring the availability and proper function of any data feeds being utilized for capture by the recording system including but not limited to ANI/ALI, Caller ID, CTI, etc. up to and including the demarcation point whether hard point or LAN based.
- All audio and LAN connections should be terminated within no more than ten (10) feet of the equipment location.
- Unless specifically stated and previously agreed by both parties, all telephony audio feeds for recording must be in two-wire format.
- All TDM inputs to be recorded must be presented to punch-blocks within 10 meters (30 feet) of the rear of the logger servers.
- Refer to the NICE IDD for details on supported cable lengths and distances between PBX and digital phone sets and the tap length to ensure cable distances are within specification for correct operation of the logger without disrupting phone operation.

Interfaces

- The Customer is responsible for providing ANI/ALI data to the rear (demarc) of the NICE recorder or capture device server. If ANI/ALI is delivered via RS232 the cable supplied by the customer must be terminated in a DB9 FEMALE connector.
- Customer is responsible for providing a data capture file for ANI/ALI prior to confirmation of ANI/ALI driver operation.
- Customer is responsible for providing all necessary hardware, software, licensing and installation of CTI, CDR and SMDR feeds for any and all PBX's to meet the integration requirements.

Labor

- Customer will ensure that all contracted union or other labor will not delay acceptance, unloading, delivery, locating and affixing system cabinets and components in designated space.
- Customer will not require union or other "non-NICE" labor after siting (placement and wiring) of equipment.

Inform

- Customer supplied replay workstations must support the Microsoft .NET infrastructure.
- Customer is responsible for all on-going management of all sub-systems in the solutions (e.g.. NICE Recorder, Inform, etc.), including database back-ups, archive management, etc.

Network

- Customer is responsible for all data network infrastructure not purchased from NICE including (but not limited to) switches, hubs, bridges, routers, firewalls, external caching devices and cabling.
- NICE recorders and servers require a static IP address for each device.
- The Customer will provide one network connection (minimum CAT5/RJ45 cable) for each system component requiring network access.
- Network utilizes Microsoft's TCP/IP protocol stack.
- Network supports minimum 100BaseT Ethernet.
- Customer will provide signals from the Customer network on minimum CAT 5/6 (RJ45 terminated).
- LAN/WAN latency is assumed to be less than 30 milliseconds.
- Automated system processes such as automatic installation of patches, application pushes, automated anti-virus updates, etc. are not to be run on logging system components (loggers, servers, etc.), unless specifically addressed in this SOW.
- The Customer is responsible for any port spanning/mirroring or packet duplication to facilitate passive VOIP recording.
- The customer is responsible for any configuration of duplicate audio/SIP streams for "2N" or secondary recording system.

Archiving

- The proposed solution provides initial storage internal to the logger. Long term audio archiving will take place on a proposed server with 12TB of storage space. The retention period for Riverside County Sheriff is stated to be two (2) years + one (1) day. Unless specifically stated, NICE makes no claim as to the retention period this Solution will support as it is entirely dependent on the amount of audio the Customer generates each day.
- The solution includes a SQL database (with appropriate SQL licensing) for each logger. It is the responsibility of the Customer to back-up these databases on a regular basis.
- If the Customer is archiving to network storage, the LAN/WAN latency in the network is assumed to be less than thirty (30) milliseconds.

Implementation and Cut-Over

- If parallel recording is included in this proposal, will be the responsibility of the Customer to provide all duplicate/parallel connectivity and data feeds to enable the second/parallel system to capture the desired audio and associated data.
- NICE is not responsible for the moving or removal of the legacy recording system.
- Customer is responsible for all replay workstations unless specifically stated otherwise.
- Customer will identify designated internal IT/Telephony/Network staff dedicated to the implementation of the Solution, in writing, prior to the commencement of the on-site implementation.
- For the installation/implementation of product, the Customer is responsible for notifying the identified NICE Point of Contact (POC) in writing at least seventy-two (72) hours in advance of schedule change or cancellation of services. Exception: Training (see below).
- For user training, the Customer is responsible for notifying the identified NICE POC in writing at least fifteen (15) days in advance of the schedule change or cancellation.
- Customer will provide all required site clearances for NICE staff from commencement of project (i.e. project kickoff meeting) through project completion. Project completion is defined as completion of the ITP and transition of support to NICE Customer Support Center.
- Customer will designate an authorized representative to participate in the Installation Test Procedure ("ITP") in its entirety. This representative will be identified prior to start of on-site implementation.

Project Completion, Post Implementation, and Maintenance

- Customer will ensure that all radio, dispatch, telephony and network systems are available and fully operational prior to the arrival of the NICE equipment.
- Customer will ensure availability of designated staff to assist in commissioning / implementation issues within a reasonable time once notified by NICE staff that their assistance is required.
- Customer will provide reasonable and necessary access to all required equipment upon verbal or written request by NICE Staff within a reasonable time period upon request.
- Customer is responsible for full-time system management subsequent to completion of implementation and training of Customer staff.

Airbus Services VESTA Interface

- Customer will engage Airbus for the implementation of the VESTA consoles for station side recording via IP for audio and metadata.
- All costs associated with the Airbus interface are the responsibility of the Customer.