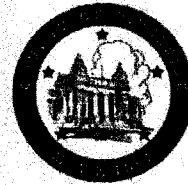


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.19
(ID # 8111)

MEETING DATE:

Tuesday, October 16, 2018

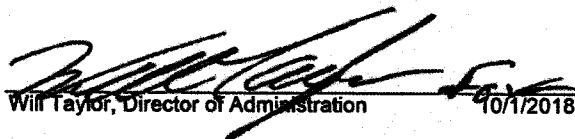
FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the NC4 Street Smart Software-as-a-Service Agreement and Authorize the Chairman of the Board of Supervisor to Execute the Agreement on behalf of the County, and Authorize Purchasing Agent to Issue Purchase Orders to NC4 Public Sector LLC Without Seeking Competitive Bids for Five (5) Years [All Districts], [\$165,000 First Year Cost]; [\$765,000 Five Year Total; Up to \$76,500 in Additional Compensation]; 100% General Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the NC4 Street Smart Software-as-a-Service Agreement and authorize the Chairman of the Board of Supervisor to execute said Agreements on behalf of the County;
2. Approve and authorize the Purchasing Agent to issue purchase orders to NC4 Public Sector LLC for 1,500 licenses under said Software-as-a-Service Agreement without seeking competitive bids for \$165,000 for the first fiscal year and \$150,000 for the subsequent four (4) years; and
3. Authorize Purchasing Agent, in accordance with Ordinance 459, based on availability of fiscal funding, and as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement, including compensation provisions that does not exceed ten (10) percent annually.

ACTION: Policy



Will Taylor, Director of Administration 10/1/2018

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: October 16, 2018
xc: Sheriff, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy
3.19

**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	\$ 165,000	\$ 150,000	\$ 765,000	\$ 0
NET COUNTY COST	\$ 165,000	\$ 150,000	\$ 765,000	\$ 0
SOURCE OF FUNDS: 100% General Fund			Budget Adjustment:	No
			For Fiscal Year:	18/19- 22/23

C.E.O. RECOMMENDATION: Approve

BR 19-015

BACKGROUND:

Summary

The Sheriff's Department currently utilizes various individual software systems such as the Computer Aided Dispatch (CAD), Record Management System (RMS), Jail Information Management System (JIMS), and other systems collecting data for historical crimes, active warrants, home detention, as well as, state prisoner release data and sex, arson, and gang registrant data. The field operation vehicles are equipped with a mapping system to track fleet vehicles which is linked to the CAD for incident plotting of location, file number and type of offense. All the systems provide vital information for law enforcement, but the distribution of data is limited to how detectives and officers share case information, and it is often delayed due to the report writing and approval process.

The Sheriff's Department is seeking the implementation of the Street Smart platform software to leverage all the data systems for law enforcement personnel and other Riverside County public safety departments, with the latest technological tools that focus on intelligence-led policing to modernize intra and interdepartmental communication to dramatically improve operational effectiveness and efficiency. NC4 Public Sector LLC has developed the Street Smart unique application software to provide deputies in the field with critical, real-time information by linking pertinent data through situation-based bulletins, law enforcement incident recaps and mapping. The ability for law enforcement personnel serving our communities to view different data sets on mobile maps and share relevant real-time information will keep law enforcement personnel informed, safe and work more efficiently as they investigate incidents in our communities. NC4 is the sole vendor and developer of Street Smart, and there are fifty other law enforcement agencies currently using this application.

Impact on Citizens and Businesses

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

Citizens of Riverside County will benefit from the real-time policing and immediate actionable data at the field level, this eliminates the delays associated with the workflow processes and/or the dependence on specialized investigative or crime analysts which cannot review every possible case for similarities. The software's ability to analyze historical crime data and real-time field information from a central data location, coupled with providing real-time information to deputies in the field, patrol, and investigative personnel will better equip them to increase productivity, enhance effectiveness and increase officer safety.

Contract History and Price Reasonableness

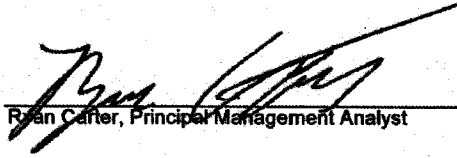
There is a one-time setup fee of \$15,000 which includes implementation, training, and connections to the Department's Computer Aided Dispatch (CAD) and Records Management System (RMS). The annual license fee of \$150,000 includes 1,500 users and covers software upgrades/ updates, maintenance and technician support. The entire application is hosted by NC4 and no new computer hardware or infrastructure is required. The browser-based application will function on our existing Mobile Data Tablets (MDC), desktop computers and cellular telephones.

Prior to the Department's effort to negotiate, the vendor provided a quoted price of \$556,320 for setup, 1,500 licenses, as well as, three-year maintenance. After negotiations, the vendor provided a quote of \$465,000 for the same services, which is a 20% reduction in cost. The Department was able to negotiate a fixed annual maintenance cost of \$150,000 by committing to a 5-year agreement. The total five-year project cost is \$765,000.

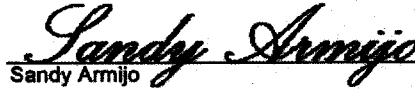
Attachment:

Approved RCIT H-11
Vendor's Sole Source Justification letter
Approved Sole Source Justification
NC4 Street Smart Software-As-a-Service Agreement – 4 copies

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


Ryan Carter, Principal Management Analyst

10/9/2018


Sandy Armijo

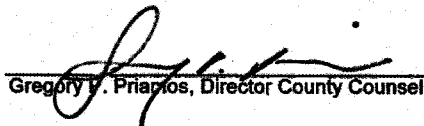
10/1/2018


Paul A. Angulo, County Auditor-Controller

10/1/2018


Teresa Summers, Director of Purchasing

10/1/2018


Gregory V. Priaplos, Director County Counsel

10/1/2018


Jim Smith, Chief Technology Officer

10/1/2018

NC4 STREET SMART® SOFTWARE-AS-A-SERVICE AGREEMENT

This NC4 Street Smart® Software-as-a- Service ("SaaS") Agreement ("Agreement") is entered into as of the last date of signature on the signature page of this Agreement ("Effective Date") by and between NC4 Public Sector LLC, a Delaware limited liability company with its principal office located at 100 N. Sepulveda Blvd., Suite 200, El Segundo, CA 90245 ("NC4"), and the following:

Customer Name: The County of Riverside, on behalf of its Sheriff's Department
("Customer")
Address: 4095 Lemon Street, 2nd Floor
Riverside, CA 92501

RECITALS

WHEREAS, NC4 is the owner of certain computer software programs, including its NC4 Street Smart® software application ("Software"), and also provides configuration training, and other services related to the Software or purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to exchange information necessary for daily law enforcement activities by providing real time data which allows police officers to pinpoint crimes, patterns, and incidents, thus allowing for, among other things, more expeditious crime fighting;

WHEREAS, NC4 provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires NC4 to provide, and NC4 desires to provide, Customer with access to the Software by way of NC4's SaaS offering; and

WHEREAS, NC4 and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

- 1.1. License Grant. During the Term, and subject to the terms and conditions of this Agreement, NC4 hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via NC4's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by NC4 in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers.

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Civilian workers that are directly employed by Customer may also use the Solution. However, Customer shall not provide any third party access to the Software or Solution without NC4's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that NC4 may make available to the Services that Customer procures from NC4.

1.2 **Restrictions on Use.** Customer shall not, and shall not permit others to, without NC4's prior written consent: (i) exceed the number of permitted Sworn Officers set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to NC4 or any third parties.

2. **Initial Set Up and Configuration Services.** Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution. NC4's standard initial set-up includes training and connection to one feed (e.g., computer aided dispatch (CAD), records management system (RMS), or offender data base) as set forth on Schedule A. If Customer desires additional feeds, configuration or customization, a Statement of Work will be entered into and additional fees will apply, as set forth in Section 3 below.

3. **Professional Services and Statements of Work.** If additional Services are requested of NC4 beyond the scope of the initial set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by NC4, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by NC4 on a "time and material" basis at the rates identified in the SOW.

4. **Customer Support.** During the Term, NC4 will provide Customer with the ability to report technical issues 24 hours a day, 7 days a week for the Software/Solution. Response times to resolve issues are set forth at NC4's Customer Support Policy, attached hereto as Schedule B. Telephone support shall be available to not more than three (3) named callers. NC4 support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide NC4 access to production systems for purposes of customer support.

5. **Service Level Agreement.** NC4 will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. **Fees and Payment Terms.**

6.1 **Payment Terms.** Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to NC4 by Customer. Fees for Services for any renewal term ("Renewal Term"), if any, will be mutually agreed upon by the parties and invoiced by NC4 to Customer prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to NC4 all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days after receipt of NC4 invoice. NC4 may charge a service fee on payments made after sixty (60) days from the date the invoice is received by Customer of the lesser of 1.5% per month or the highest rate allowable under applicable law. Unless otherwise instructed by Customer in writing, NC4 shall send all invoices to the address specified at the introduction paragraph of this Agreement.

6.2 Expenses. Customer shall reimburse NC4 for previously-approved reasonable travel expenses incurred while performing Services hereunder, only if NC4 obtained prior written approval from Customer for said expenses. Such expenses are not included in any estimate in a SOW unless expressly itemized.

6.3 Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after NC4 travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets.

6.4 Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. NC4, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by NC4 pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of NC4, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by NC4.

7.2 Documentation and Training Materials. All NC4 documentation and training materials provided by NC4 hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of NC4. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All notices of proprietary rights contained on the NC4 documentation and training materials shall be reproduced on any copies. Subject to applicable open and/or public records laws, copies of NC4 documentation or training materials shall not be provided to any third party or competitor of NC4.

7.3 Customer Data.

(a) Customer hereby represents and warrants to NC4 that it is the owner or licensee of all data and content Customer enters into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that NC4 is not responsible for Customer's use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that NC4 is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is not responsible or liable to Customer or any third party for the Customer Data, to the extent that NC4 has not altered or modified Customer Data in any way. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that NC4 shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to NC4 that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, or other intellectual property right recognized by any applicable

8.2 Services Warranties.

(a) NC4 warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to NC4 in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then NC4's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and NC4's sole liability, shall be the re-performance of the Services at no cost to Customer, and if NC4 fails to re-perform the Services as warranted within the resolution time mutually agreed upon by NC4 and Customer, Customer shall be entitled to a refund of the fees paid by Customer to NC4 for the deficient services and to immediately terminate the particular statement of work without liability.

(c) NC4 AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

8.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide NC4 with the required information or take the required actions in a timely manner.

9. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY NC4 TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NC4 DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL NC4 OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF CUSTOMER DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, NC4'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, TO THE EXTENT THAT SUCH DAMAGES ARE NOT CAUSED BY NC4'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF NC4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF NC4, IN NO EVENT SHALL THE TOTAL LIABILITY OF NC4 AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED

jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes NC4 to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. NC4 will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by NC4's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1. Software/Solution Warranties.

(a) NC4 hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in NC4's published documentation ("Documentation") and to Customer specifications that NC4 has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that NC4 has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of NC4's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to NC4 in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and NC4's sole obligation, under this Software/Solution warranty shall be, at NC4's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If NC4 does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by NC4 to Customer, then NC4 will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to NC4 for the order. Notwithstanding the foregoing, Customer may seek injunctive relief at any time.

(c) NC4 shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY NC4 UNDER THIS SECTION 8.1. NC4 AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ENJOYMENT.

THREE TIMES (3X) THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL NC4 HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OF THE SOLUTION.

10. Indemnification

10.1 General Indemnification. To the extent authorized by applicable law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other against any and all claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer will cooperate and assist NC4 in defending any third-party claim resulting in any way from Customer's actions. NC4 shall cooperate and assist Customer in defending any third-party claim resulting in any way from NC4's actions. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.

10.2 Infringement. NC4 will defend, indemnify and hold harmless Customer against any and all third-party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. NC4 shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies NC4 in writing of such claim in sufficient detail to enable the NC4 to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at NC4's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in NC4's opinion be likely to become, the subject of such a claim of misappropriation or infringement, NC4 at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. NC4 shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Term and Termination.

11.1 Term. This Agreement shall commence as of the Effective Date and continue in full force and effect for the five (5) year Initial Term set forth in Schedule A, unless otherwise terminated in accordance with Section 11.2 below. Any renewal or extension of the Agreement will require mutual written agreement of the parties.

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. There is no right to terminate for convenience during the five (5) year Initial Term set forth at Schedule A.

To NC4: NC4 Public Sector LLC
100 N. Sepulveda Blvd, Suite 200
El Segundo, CA 90245
Attn: Randall Smith
Email: legal-notices@nc4.com

With copy to: NC4 Public Sector LLC
100 N. Sepulveda Blvd, Suite 200
El Segundo, CA 90245
Attn: Contracts & Legal
Email: legal-notices@nc4.com

To Customer: Riverside County Sheriff's Department ("Customer")
Address: 4095 Lemon Street, 2nd floor
Riverside, CA
Attn: Chief Deputy Sheriff Geoffrey Raya

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.21 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

11.2.2 Termination for Cause.

- (a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.
- (b) Either Party may terminate this Agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.
- (c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching Party shall not be liable to the other for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, NC4 shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer. NC4 shall return (subject to Section 11.4 below) or, if agreed to in writing by Customer, destroy all Customer Data received from Customer, or created or received by NC4 on behalf of Customer, and, in the event of destruction, NC4 shall certify such destruction, in writing, to Customer.

11.4 Data Release. NC4 will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Upon such request, NC4 shall provide a work order to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within sixty (60) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within sixty (60) days, the work order will be deemed to be rejected, and NC4 shall have the right to remove, delete, or destroy the Customer Data from the Solution.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. **General Provisions.**

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "Confidential Information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement, regardless of whether it has been marked "Confidential" that should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, and trade secrets, subject to the parties' disclosure obligations under applicable law. Each Party shall destroy any Confidential Information received from the other

following the completion of the purpose for which the Confidential Information was disclosed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement is not assignable by either Party without the prior written consent of the other.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Right to Subcontract. NC4 may subcontract for the provision of certain portions of the Solution under this Agreement. NC4 shall be fully responsible and liable for any breach of the terms of this Agreement by its subcontractors to the same extent as if NC4 itself has committed such breach.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of California, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in Riverside County, California.

12.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Publicity. No publicity, including, but not limited to press releases concerning this Agreement, or the relationship between the Parties, shall be issued by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document. If there is any conflict between the terms and conditions of this Agreement and any purchase order or similar document, the terms and conditions of this Agreement shall govern. The parties expressly agree that different or additional terms shall govern unless by a formal amendment to this Agreement signed by the parties.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

NC4 PUBLIC SECTOR LLC

By 

Name Randall Smith

Title Chief Financial Officer

Date 09/20/18

County of Riverside

By 

Name CHUCK WASHINGTON

Title CHAIRMAN, BOARD OF SUPERVISORS

Date OCT 16 2018

FORM APPROVED COUNTY COUNSEL

BY:  9/25/18
SUSANNA N. OH DATE

ATTEST

KECIA HARPER-JHEM, Clerk

By 
DEPUTY

SCHEDULE A PRODUCTS & PRICING SCHEDULE

Customer Name and Address: County of Riverside, on behalf of its Sheriff's Department
("Customer")
4095 Lemon Street, 2nd Floor
Riverside, CA 92501

Attn: Chief Deputy Sheriff Geoffrey Raya

Prepared By: Mary Woodard
NC4 Contracts Rep: Vicki Hamilton

Initial Term: Five (5) Years following the Effective Date of Agreement

Product/Services Selected: NC4 Street Smart® SaaS Solution

Number of Sworn Officers: [1500] sworn officers

FEES	
Initial Set-up Fee (One-time) Includes training and connection to one (1) computer aided dispatch (CAD) feed, not to exceed 20 hours. If additional hours are required for feed development, or if additional feeds, configuration or customization is desired, additional fees will apply at NC4's then-current rates on a time-and-material basis.	\$ 15,000
Street Smart SaaS Solution Fees	
Year 1 SaaS Fees	\$ 150,000
TOTAL FEES – [Three] (3) Year Cost of NC4 Street Smart SaaS Solution	
Set-Up Fees	\$ 15,000
SaaS Fees (1 year)	\$ 150,000
Total Year 1 Fees	\$ 165,000
Year 2 Fees	\$ 150,000
Year 3 Fees	\$ 150,000
Year 4 Fees	\$ 150,000
Year 5 Fees	\$ 150,000
INVOICING AND PAYMENT TERMS	
<p>Invoicing. NC4 will invoice Customer for the Year 1 Fees at the execution of this Agreement, to include Year 1 SaaS Fees and the Initial Set-up Fees, for a total Year 1 cost of \$165,000. Year 2, 3, 4 and 5 fees will be invoiced at the anniversary date of the Agreement.</p>	
<p>Payment Terms. Payments are due no later than thirty (30) days after receipt of NC4 invoice.</p>	
<p>Additional Fees. Credit card payments are subject to a 3% processing fee.</p>	

SCHEDULE B

NC4 STREET SMART® SAAS SOLUTION Service Levels and Standard Customer Support Policy

Three ways to contact Support:

Phone: 800-209-2312

Email: support@nc4.com

Support site: <https://supportcenter.nc4.com>

Uptime Availability

NC4 will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to NC4's Customer) measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less ("Scheduled Maintenance"). NC4 will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 8PM ET ("Normal Business Hours"). Emergency repairs will be performed as required and NC4 will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the NC4 Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
 - Data issues including integrity and accuracy
 - Problems with maps including geo-location inaccuracies
 - Problem with CAD or other related Crime data feeds
 - Problems with included third-party components
 - Server imbalance
 - Performance issue
 - Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

Severities


Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. NC4 will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. NC4 support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 8PM EST. Requests will be responded to within 4 hrs during these business hours. NC4 will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. NC4 support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Date").

IWF Expenditure Request Form

Inmate Welfare Fund

Requested By:	CD II Lamon N4708
Date:	24-Jul-18
Phone #:	951 922-7727

Supervisor Reviewed:	
Date:	7/24/18 08/13/18
Phone #:	951-922-7727
Account Code (AC):	520105
AC Budget Balance:	
Program:	Occ. Tech 58043E

***Expenditure Requested:** (Detail each item to be purchased)

Item	Quantity	Price
Coffee	2	@ 11.49 = 22.98
Creamer	1	@ 9.99 = 9.99
Sugar	1	@ 9.99 = 9.99
Distilled Water	5	@ 1.50 = 7.50
Gatorade	2	@ 9.99 = 19.98
Candy Bars	2	@ 20.00 = 40.00
Total		\$110.44

Justification: (Detail the purpose of the expenditure requested. Please attach order forms, quotes, and any other pertinent information.)

Coffee is served to the inmates participating in the Occupational Technology program as part of incentive based programming. The creamer is for use in the coffee. The candy bars are for incentives for the Occ. Tech clients. The distilled water is for the batteries in Electric Utility Vehicles.

*Must follow Purchasing Guidelines

Vendor Information	
Company Name:	Smart & Final
Contact Name, Title:	
Address:	2971 W. Ramsey St.
City, State Zip:	Banning, CA 92220
Phone #:	951 849-5658

Cost	
Price:	\$ 110.44
Freight:	
Misc Mon-Taxable Items:	
Misc Taxable Items:	
Tax:	\$ -
Shipping/handling:	
TOTAL:	\$ 110.44

The signature below signifies the facility commander has reviewed the requested expenditure and authorizes it be ordered in accordance with the IWF Processing Procedures for purchasing general materials, supplies, and equipment for Non-Stock items.

☐ REVIEWED

CAPTAIN 

DATE

Request reviewed and ☒ meets ☐ does not meet the IWF funding criteria.

Budget reviewed and funds ☒ were ☐ were not appropriated in the Annual IWF Operations Report.

☒ APPROVED


SITE-B PROGRAMS MANAGER


DATE

☐ PENDING

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically a workaround is available. Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs. NC4 will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. NC4 support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	NC4 support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

Remedy

If NC4 does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with NC4 and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of NC4's control.

RIVERSIDE COUNTY

STANLEY SNIFF, SHERIFF-
CORONER



Sheriff

ACCOUNTING & FINANCEE P.O. BOX 512 □ RIVERSIDE, CALIFORNIA
92502 □ (951) 955-2700 FAX (951) 955-2720

Date: August 14, 2018
From: Will Taylor, Director of Administration
To: Board of Supervisors
Via: Geoff Raya, Chief Deputy
Subject: Sole Source Procurement; Request for 1500 licenses for NC4 Street Smart software

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

1. Supplier being requested: NC4 Public Sector LLC

2. Vendor ID: 221477

3. ☐ Single Source ☒ Sole Source

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? *(If yes, please provide the approved sole or single source number).*

☐ Yes ☒ No
SSJ# _____

4a. Was the request approved for a different project?

☐ Yes ☒ No

5. Supply/Service being requested:

The request is to procure 1500 licenses for the NC4 Street Smart application. This software provides deputies in the field with critical, real-time information by linking pertinent data through situation-based bulletins, law enforcement incident recaps and mapping. The ability for personnel (deputies, investigators, crime analysts) serving our communities to view different data sets on mobile maps and share relevant real-time information will keep our law enforcement personnel informed, safe and work more efficiently as they investigate incidents within our communities.

Currently there are fifty (50) law enforcement agencies using this application and they all completed the sole source justification for the purchase of this software.

6. Unique features of the supply/service being requested from this supplier.

Street Smart is one of the latest technological tools that focus on intelligence-led policing to modernize intra and interdepartmental communication to dramatically improve operational effectiveness and efficiency. The software leverages the Sheriff Department's existing Computer Aided Dispatch (CAD) and Record Management System (RMS) data, as well as integrating existing data sources such as historical crimes, active warrants, jail bookings, release and home detention data, as well as state prisoner release data and sex, arson and gang registrant data sets. Other Riverside County public safety departments can also share data (Probation, District Attorney, Emergency Management Department) which can also be mapped for immediate access to information that currently requires telephone calls or computer access into other agency systems.

This data is provided in real-time to greatly enhance the situational awareness of the officer in the field, and dramatically improve his or her analysis capability. Street Smart centralizes all known crime-related data, including bulletins generated from the department and other law enforcement agencies and incident related communication between officers into a single data source for easy and immediate accessibility in real-time. For instance, the bulletin management feature provides officers with all related crimes, offenders, officer safety, and allied agency alerts which can provide the foundation for collaborative communication among all levels of the Department and allied law enforcement agencies. Currently there are limitations to how detectives and officers share case information and it is often delayed due to the report writing / approval process. The incident recap feature allows officers to begin or add to discussion threads that can be sorted, searched, reviewed and shared with anyone in the Department and other participating agencies for better collaboration across jurisdictions. The ability for everyone in the department to be a part of the same information flow where they all are contributing to the creation and update of bulletins and recaps are vital to the safety and well-being of officers patrolling communities and the rapid closure of active crime series. This collaborative, problem solving effort amongst officers across shifts, stations, agencies without delay will dramatically improve awareness and analysis while maximizing the Department effectiveness to solve and reduce crimes. Street Smart also supports the integration of data feeds from other Riverside County law enforcement agencies and can allow agencies to view crime data and incident recaps across city limits as soon as the data is entered.

Currently, this cycle of leveraging our RMS and other crime/criminal information sources is done by a station level crime analyst or the assigned investigator and can take days to accomplish. Street Smart software will make our existing patrol information and officer safety information immediately available, including unstructured data such as the hundreds of bulletins that typically are distributed via email, are difficult to access, and impossible to search. By utilizing this technology, our deputies will be able to instantly share and discuss relevant incident information (location/suspect/evidence) across the entirety of the Riverside County Sheriff's Department and other participating agencies.

The Sheriff's Department currently uses GeoLynx Server as a mapping system to track fleet vehicles. This mapping system also pulls information from CAD and plots those incidents on a map layer. The CAD information is limited to location, file number and type of offense unlike Street Smart, which pulls the entire call information and allows it to be quickly turned into an incident recap that is searchable. In addition, Street Smart pulls in data from RMS and gives the users historical information about locations as well as past calls in the immediate area. GeoLynx does not have this capability. The GeoLynx Server allows different map layers and mark ups that are invaluable during a natural disaster response or civil unrest event. Although these options mimic some of Street Smart features, they are not intelligence driven and do not give users the ability to quickly identify trends or input information and receive feedback. Street Smart will allow users to share incident recap

information, which can be read by other users immediately after being written. This type of information sharing is not possible on the GeoLynx server as that is not the purpose of that application.

Street Smart software's unique approach of leveraging data from existing systems presenting it in near real-time in a mapped format makes this data immediately actionable at the field level, eliminates the delays associated with our workflow processes and/or the dependence on specialized investigative or crime analysts which cannot review every possible case for similarities.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** The Departments current CAD and RMS systems lack the intuitive feature Street Small employs and are in the process of being replaced with new vendors. As a result of the software's ability to analyze historical crime data and real-time field information from a central data location, coupled with providing real-time information to deputies in the field, patrol and investigative personnel will be better equipped to increase productivity, enhance effectiveness and increase officer safety.

Further, this centralized data set, available to deputies in the field will allow patrol personnel to have real-time information, identify crime patterns and threats, and solve crimes collectively, thus enabling the reduction of crime and the removal of criminal offenders from the community.

8. **Period of Performance:** From: Last date of signature on the signature page of contractual Agreement to 5 years after signature date on Agreement
(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 multi-year 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. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Total
One-time Costs:						
Set-Up Fee includes training implementation and connection to computer aided dispatch (CAD) feed	\$15,000					
Ongoing Costs:						
Previous SSJ Approved Amounts:						
1500 user connections to NC4/Street Smart Solutions.	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Total Costs	\$165,000	\$150,000	\$150,000	\$150,000	\$150,000	\$765,000

Note: Insert additional rows as needed

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

There is a one-time setup fee of \$15,000 which includes implementation, training, and connections to the Department's Computer Aided Dispatch (CAD) and Records Management System (RMS). The annual license fee of \$150,000 includes 1,500 users and covers software upgrades/ updates, maintenance and technician support. The entire application is hosted by NC4 and no new computer hardware or infrastructure is required. The browser-based application will function on our existing Mobile Data Tablets (MDC), desktop computers and cellular telephones.

Prior to the Department's effort to negotiate, the vendor provided a quoted price of \$556,320 for setup, 1,500 licenses, as well as, three-year maintenance. After negotiations, the vendor provided a quote of \$465,000 for the same services, which is a 20% reduction in cost. The Department was able to negotiate a fixed annual maintenance cost of \$150,000 by committing to a 5-year agreement. The total five-year project cost is \$765,000.

11. Projected Board of Supervisor Date (if applicable): October 16, 2018
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

[Signature]
Chief Deputy Signature
(or designee)

Scott Raya
Print Name

8/15/18
Date

[Signature]
Assistant Sheriff Signature
(or designee)

Kevin L. Vest
Print Name

8/14/18
Date

[Signature]
Department Head Signature
(or designee)

William A. D. Yorio
Print Name

8/15/18
Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

☐ One-time \$ _____

☐ Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY 18/19 : \$ 165,000

FY 19/20 : \$ 150,000

FY 20/21 : \$ 150,000

FY 21/22 : \$ 150,000

FY 22/23 : \$ 150,000

[Signature]
Purchasing Agent

9/21/18
Date

19-054
Approval Number
(Reference on Purchasing Documents)



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2018-07324						
Requested Purchase:	NC4 Street Smart SaaS Solution						
Department/Agency:	Sheriff						
Primary Contact/Phone:	ERIK LUE				Alternate Contact/Phone:	Teresa McGuire/	
Purchase Request Type:							
Describe Requested Purchase:	Purchase NC4 Street Smart Software as a Service Solution						
Terms:	<p>Is this a Multi Year Contract?: False</p> <p>Length of Contract:</p> <p>Start Date:</p> <p>End Date:</p> <p>Special Terms and Conditions:</p>						
Business Needs Addressed:	NC4 Street Smart SaaS Solution provides world-class approach to situational awareness, crime-fighting, risk management and emergency management. NC4 Street Smart provides solutions to enhanced information sharing, resource tracking, improved communication and collaboration, as well as situational analysis for critical decision-making. NC4 Street Smart gives law enforcement an information-based resource for apprehending suspects, quickly responding to emergencies, strategically placing field personnel and executing programs to deter crime. NC4 Street Smart provides the ability to access real-time data to pinpoint crimes, patterns and incidents and to provide situational awareness of officers in the field.						
Are there other county systems that provide the same functionality?	Unknown						
Business Criticality:	Run the Business, Transform the Business						
Business Impact:	Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies						
Current Cost Itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub Total	Item Tax	Total Cost
Initial One-Time Set-Up Fee - NC4 Street Smart Solution	Software - New Purchase	NC4 Public Sector	1	\$15,000.00	\$15,000.00		\$15,000.00
NC4 Street Smart SaaS Solution - Software Subscription	Software - New Purchase	NC4 Public Sector	1	\$150,000.00	\$150,000.00		\$150,000.00
Annual Costs							
Item Description	Payment Type	Term (In Years)	Payment amount	Total Annual Payments			
NC4 Street Smart SaaS Solution - Software Subscription	778340000	5.00	\$150,000.00	1			
Subtotal Annual Costs:				\$150,000.00			
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)	
Department Head or Authorized Designee Signature: Lt. Vallejo					Date: 7/26/2018 4:47 PM		



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

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

Recommended: Yes By: Date: 8/14/2018 8:22 AM

Denial Explanation:

ACIO Review - ACIO Review Status

Recommended: Yes BY: Date: 8/14/2018 8:21 AM

Denial Explanation:

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: 8/14/2018 8:22 AM

Denial Explanation:

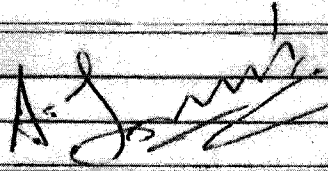
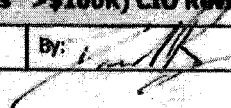



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2018-07324						
Requested Purchase:	NC4 Street Smart SaaS Solution						
Department/Agency:	Sheriff						
Primary Contact/Phone:	ERIK LUE	Alternate Contact/Phone:	Teresa McGuire/				
Purchase Request Type:							
Describe Requested Purchase:	Purchase NC4 Street Smart Software as a Service Solution						
Terms:	<p>Is this a Multi Year Contract?: False</p> <p>Length of Contract:</p> <p>Start Date:</p> <p>End Date:</p> <p>Special Terms and Conditions:</p>						
Business Needs Addressed:	NC4 Street Smart SaaS Solution provides world-class approach to situational awareness, crime-fighting, risk management and emergency management. NC4 Street Smart provides solutions to enhanced information sharing, resource tracking, improved communication and collaboration, as well as situational analysis for critical decision-making. NC4 Street Smart gives law enforcement an information-based resource for apprehending suspects, quickly responding to emergencies, strategically placing field personnel and executing programs to deter crime. NC4 Street Smart provides the ability to access real-time data to pinpoint crimes, patterns and incidents and to provide situational awareness of officers in the field.						
Are there other county systems that provide the same functionality?	Unknown						
Business Criticality:	Run the Business, Transform the Business						
Business Impact:	Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies						
Current Cost Itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vender	Quantity	Unit Cost	Sub Total	Item Tax	Total Cost
Initial One-Time Set-Up Fee - NC4 Street Smart Solution	Software - New Purchase	NC4 Public Sector	1	\$15,000.00	\$15,000.00		\$15,000.00
NC4 Street Smart SaaS Solution - Software Subscription	Software - New Purchase	NC4 Public Sector	1	\$150,000.00	\$150,000.00		\$150,000.00
Annual Costs							
Item Description	Payment Type	Terms (In Years)	Payment amount	Total Annual Payments			
NC4 Street Smart SaaS Solution - Software Subscription	778340000	5.00	\$150,000.00	1			
Subtotal Annual Costs:				\$150,000.00			
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)	
Department Head or Authorized Designee Signature: Lt. Vallejo					Date: 7/26/2018 4:47 PM		



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status		
Recommended:	By:	Date:
Denial Explanation:		
ACIO Review - ACIO Review Status		
Recommended: YES	By: 	Date: 7/30/18
Denial Explanation:		
CIO Review (Purchases and renewals > \$100K) CIO Review Status		
Recommended: YES	By: 	Date: 7-30-18
Denial Explanation:		
TSOC Review (Purchases and renewals > \$100K) TSOC Review Status		
Recommended: YES	By: 	Date: 8/14/18
Denial Explanation:		



July 10, 2018

Assistant Sheriff Vest
4095 Lemon Street, 2nd floor
Riverside, CA

Assistant Sheriff Vest,

NC4 is happy to provide the following information to assist you in the preparation of a Sole Source Justification for our NC4 Street Smart® solution. The NC4 Street Smart solution is a unique and proprietary Internet-based law enforcement application designed for officers and commanders in the field. It maximizes policing effectiveness with continuous updates of crime maps, bulletins, and the ability to share all relevant information quickly and providing patrol officers a daily-use tool for logging and quickly locating crime-related information and intelligence in real-time. The typical customers are city and county law enforcement agencies.

NC4 Street Smart leverages your existing CAD and RMS system as well as other existing data sources to greatly enhance the situational awareness of the officer and dramatically improve his/her analysis capability. Essentially NC4 Street Smart, in this context, improves intelligence analysis with the ability to integrate newly acquired on-scene information with existing information sources, fusing them in near real-time for dramatically improved awareness and intelligence. This cycle of leveraging RMS and other crime/criminal information sources traditionally is done with a "home office" intelligence analyst and can take hours or days to accomplish. NC4 Street Smart enables every officer to do this, in real-time dramatically compressing the crime-to-arrest cycle.

NC4 Street Smart makes your existing information immediately available including unstructured data such as the hundreds of bulletins that typically end up buried in emails and difficult to access. Using BLOG technology, officers are able to instantly share and discuss relevant incident information (location/suspect/evidence) across divisions and precincts.

This unique approach of leveraging existing systems and their data in near real-time and making this data immediately actionable at the field level eliminates the delays associated with typical law enforcement data systems and/or the dependence on specialized intelligence analysis teams.

NC4 Street Smart is currently deployed in several law enforcement agencies and has had a demonstrably positive impact on accelerating the crime to arrest cycle, getting criminals off the street and thus reducing crime in the cities that are using it.

Because NC4 Street Smart is a totally new and innovative approach to crime fighting, enabling the officer in the patrol car via Blogs and quick access to integrated data from multiple sources, to our knowledge, there is no direct competitive commercially available product or custom implementation that matches it.



NC4 is the sole owner of NC4 Street Smart software and has not authorized any third party to deliver maintenance or edit and modify the source code. Additionally, NC4 is the sole provider of the software.

If I can be of further assistance, please do not hesitate to contact me at (314) 258-0568.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Wolf". The signature is fluid and cursive, with the first name "Robert" and last name "Wolf" clearly distinguishable.

Robert Wolf
Vice-President, Public Sector