

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



ITEM
3.24
(ID # 9383)

MEETING DATE:

Tuesday, April 2, 2019

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Software License Agreement with International Business Information Technologies Inc., dba LEFTA Systems for Web-based Law Enforcement Field Training Tracking Software Applications and Annual IT Support and Data Hosting Services and Authorize the Chairman of the Board of Supervisor to Execute the Agreement on Behalf of the County for five (5) Years, with an option to renew for an additional five (5) years in one-year increments [All Districts], [\$127,044 First Year Cost]; [\$388,125 Ten Year Total; Up to \$38,812 in Additional Compensation]; 100% General Fund

RECOMMENDED MOTION: That the Board of Supervisors:


1. Ratify and Approve the Software License Agreement with International Business Information Technologies, Inc., dba LEFTA Systems, and authorize the Chairman of the Board of Supervisor to execute said Agreement on behalf of the County;
2. Authorize the Purchasing Agent to issue purchase orders to International Business Information Technologies Inc., dba LEFTA Systems for web-based law enforcement field training tracking software applications for one-time cost of \$127,044 for FY18/19, and on-going IT support and data hosting services for \$29,009 annually for years two (2) thru five (5), with the option to renew for an additional five (5) years, in one-year increments; and
3. Authorize Purchasing Agent, in accordance with Ordinance 459, based on availability of fiscal funding and as approved by County Counsel to execute the options, sign amendments to the Agreement that do not change the substantive terms of the Agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) annually.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 2, 2019
Sheriff, Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy
3.24

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 127,044	\$ 29,009	\$ 426,937	\$ 0
NET COUNTY COST	\$ 127,044	\$ 29,009	\$ 426,937	\$ 0
SOURCE OF FUNDS: 100% General Fund			Budget Adjustment:	No
			For Fiscal Year:	18/19- 27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Record keeping, and the management of training requests and personnel training records within the Riverside County Sheriff's Department have become labor intensive. The manual tracking and recording process is time consuming because the Department is utilizing several data and web-based platforms such as Microsoft Excel, Agency Web (personnel records management), JOOMLA (student attendance management), and Regional Training Program (training course catalogue) to track personnel training records. In addition, where computer platforms are unavailable, paper records are being kept, severely overwhelming storage capabilities. Therefore, the Riverside County Sheriff's Department is seeking web-based software applications from LEFTA Systems to improve the efficiencies related to training requests, the tracking of trainings, records management, and payment.

Currently when a Department member completes the field training program (FTP), the FTP sergeant must collect, organize, and prepare a training (paper) folder. This folder is then sent to the Ben Clark Training Center where it is entered into the Department member's training file. The Department utilizes three clerical personnel to enter and process employee training records. Once the information is entered, it is the clerical supervisor's responsibility to forward the entered information to the California Peace Officer Standards and Training (POST) for final approval and addition to the employee's POST training record. With the LEFTA software applications, the Department can move away from the paper forms and process all trainings digitally. The Department will also benefit from freeing up clerical staff to perform other pending duties.

The applications offered by LEFTA Systems will assist the Department with managing records related to Personnel, Academy Operations, Field Training Program, and Advanced Officer Training courses. With the LEFTA System's FTP application, the completed training information can be forward to the METR (Training Records Management) application, where it will be accessible indefinitely. In addition, it will allow the Department to create, store, and access both sworn and civilian employee training records. Since LEFTA Systems has a partnership with POST regarding the FTP application, this will allow a seamless integration and records keeping. The software contains POST approved forms, which will bring the Department

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STATE OF CALIFORNIA**

in direct line with POST. Since all the POST approved forms will be electronic, storage and form preparation will be instantaneous.

Impact on Residents and Businesses

It is essential for the Department to monitor, track and have accurate, up-to-date information of their personnel trainings record on file. With all the in-house and mandate trainings the officers are required to complete, knowing whether they are in compliance with these trainings is important to minimize the Department's risk and liability. When officers receive the appropriate trainings, they can better serve its citizens and communities.

Contract History and Price Reasonableness

The County Purchasing and Fleet Services, on behalf of the Sheriff's Department released a Request for Quotation SHARC-389 by advertising on the County's Internet. The RFQ was sent to forty-one (41) potential bidders, twenty-three (23) of them downloaded the bid, and two (2) vendors submitted their pricing. The bid focused on the following feature requirements: training requests, tracking and record management capabilities, CAD integration, payment process, application interfaces with the POST and support services. In addition, both vendors provided product demo of their applications. LEFTA's applications offered better functionalities, established connectivity with the POST and can interface with the Department's oversight body. As a result of the bidding process and product demo, International Business Information Technologies Inc., DBA LEFTA Systems was the most responsive, responsible bidder. The vendor proposed a one-time cost of \$127,044, which includes licenses, implementation, record integration, training, and the 10% early payment discount. In addition, year two (2) to ten (10) of the contract term, the vendor agreed to an annual fixed rate of \$29,009 for the annual IT technical support and data hosting services.

ATTACHMENTS:

RCIT H-11 Approval

Software License Agreement – Three (3) copies

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Misley Wang, Supervising Accountant

3/22/2019


Teresa Summers, Director of Purchasing

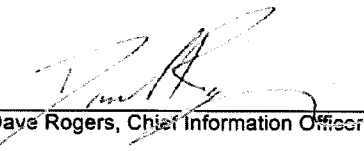
3/22/2019


Melissa Noone, Associate Management Analyst

3/27/2019


Gregory V. Priamos, Director County Counsel

3/22/2019


Dave Rogers, Chief Information Officer

3/25/2019



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

PR2018-07959	
LEFTA SYSTEMS	
Sheriff	
ERIK LUE	Alternate Contact/Phone: Teresa McGuire/
LEFTA Systems' web-based software used to manage training request, tracking of training, records management and payment. Interface with Personnel, Academy Operations, Field Training Program, Advanced Officer Training and with California Peace Officer Standards and Training (P.O.S.T.).	

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

The Sheriff's Department's Ben Clark Training Center (BCTC) is currently utilizing several data and web-based platforms such as Excel spreadsheets, Agency Web (personnel records management), JOOMLA (student attendance management), and Regional Training Program (training course catalogue). In addition, information where spreadsheets or computer platforms are unavailable, paper records are being kept, which severely overwhelm storage capabilities. Record keeping, training requests, and management of personnel within the Sheriff's Department has become labor intensive. Moving towards a web-based software platform that is specifically designed by law enforcement for law enforcement will streamline BCTC's workflow, records management, and payment processing.

Unknown
Run the Business, Grow the Business, Transform the Business
Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies

General Procurement Package all the year 2018							
Item Description	Type	Vendor	Quantity	Unit Cost	Subtotal	Quantity	Price per Unit
ACAD, Law Enforcement Application (unlimited users)	Software - New Purchase	LEFTA SYSTEMS	1	\$40,000.00	\$40,000.00		\$40,000.00
LEFTA, FTO Patrol Application (unlimiter users)	Software - New Purchase	LEFTA SYSTEMS	1	\$20,000.00	\$20,000.00		\$20,000.00
LEFTA - CAD Integration	Software - New Purchase	LEFTA SYSTEMS	1	\$5,000.00	\$5,000.00		\$5,000.00
METR - Employee Training Records	Software - New Purchase	LEFTA SYSTEMS	1	\$2,500.00	\$2,500.00		\$2,500.00
METR User Licenses	Software - New Purchase	LEFTA SYSTEMS	3,558	\$20.00	\$71,160.00		\$71,160.00
METR - Human Resources Integration	Software - New Purchase	LEFTA SYSTEMS	1	\$3,000.00	\$3,000.00		\$3,000.00
METR - Course Evaluation	Software - New Purchase	LEFTA SYSTEMS	1	\$2,500.00	\$2,500.00		\$2,500.00
(Included in cost) California POST Package (Manual, FTO Certification Audit, FTO Evaluation)	Software - New Purchase	LEFTA SYSTEMS	1	\$0.00	\$0.00		\$0.00
(Included in cost) Onsite Training Sessions (Two Days)	Software - New Purchase	LEFTA SYSTEMS	1	\$0.00	\$0.00		\$0.00
(Included in cost) Customization of Application	Software - New Purchase	LEFTA SYSTEMS	3	\$0.00	\$0.00		\$0.00



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

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						
Account	Account (5 digits)	Object (6-10 digits)	Project (5 digits)	Class (5 digits)	Grant (9 digits)	Project Code (10 digits)
Department Head or Authorized Designee Signature: Lt Vallejo				Date: 12/21/2018 10:37 AM		
RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status						
Recommended: Yes		By:		Date: 1/2/2019 2:54 PM		
Denial Explanation:						
ADP Review - ADP Review Status						
Recommended: Yes		BY:		Date: 1/2/2019 2:54 PM		
Denial Explanation:						
ITD Review (Purchases and renewals > \$100K) - ITD Review Status						
Recommended:		By:		Date:		
Denial Explanation:						
TSOC Review (Purchases and renewals > \$100K) - TSOC Review Status						
Recommended: Yes		By: Steve Reneker		Date: 1/2/2019 2:55 PM		
Denial Explanation:						

SOFTWARE LICENSE AGREEMENT

This **SOFTWARE LICENSE AGREEMENT** (this "Agreement") is made and entered into on this 11 day of March 2019, by and between the County of Riverside, on behalf of its Sheriff's Department ("Organization"), and **International Business Information Technologies, Inc., d.b.a. LEFTA Systems** ("LEFTA"), located at 10950-60 San Jose Blvd., Suite 101, Jacksonville, Florida 32223.

1. License Scope

- 1.1. **Grant of License.** LEFTA Systems hereby grants to Organization, and Organization accepts, on the terms and conditions set forth herein, a perpetual, nonexclusive, nontransferable, royalty-free right and license to use, execute, display, install and perform the software programs listed on Exhibit A attached hereto (the "Programs") in object code and source code form and the associated users' information and, other documentation made available on-line by LEFTA Systems (collectively, the "Documentation"). The Programs and the Documentation are hereinafter collectively referred to as the "Software". The employees, agents, and contractors of Organization may use the Software for Organization purposes in accordance with the terms of this Agreement.
- 1.2. **Copying of the Software.** Copying of the Software, alteration, translation, decompilation, or reverse engineering of the Software is prohibited without the express written consent of LEFTA Systems.
- 1.3. **Transfer of Software.** The Software may be transferred and used on any computer system at any location of Organization.

2. Training.

- 2.1. **LEFTA Systems** shall provide, at no additional charge, to Organization two (2) days of on-site training between the hours of 8am-5pm PST each. The training will be on consecutive days and at a date mutually agreeable to both parties.

3. Price; Payment

3.1. Price.

- 3.1.1. The Software applications shall be provided to the Organization with the following terms (Exhibit A: Proposal):
 - 3.1.1.1. Academy Software: \$40,000
 - 3.1.1.2. FTO Software: \$20,000
 - 3.1.1.2.1. CAD Integration: \$5,000
 - 3.1.1.3. Training Records Management Software: \$73,660
 - 3.1.1.3.1. Training Course Evaluation: \$2,500
 - 3.1.1.4. Annual Technical Support starting year two (2-10) is 20% per year of the total purchase price. After discount: \$25,408.80

APR 02 2019 3.24

SOFTWARE LICENSE AGREEMENT

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 - 3.1.1.3.1. Training Course Evaluation: \$2,500
 - 3.1.1.4. Annual Technical Support starting year two (2-10) is 20% per year of the total purchase price. After discount: \$25,408.80

3.1.1.5. Hosting of each application starting year two (2) for up to 25GB for each software application: \$3,600

3.1.1.6. One-time multi-application/early payment discount: \$14,416

3.1.2. Maximum payments by Organization to LEFTA shall not exceed one hundred and twenty-seven thousand and forty-four dollars (\$127,044) for year one (1) and twenty-nine thousand and nine dollar (\$29,009) starting year two including all expenses. Organization 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 here in this Section 3.1, Organization shall not be responsible for payment of any of LEFTA's expenses related to this Agreement.

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

3.2. Payment.

3.2.1. The license fee is payable within 30 days after each portion of the purchase has been delivered and client notified via email. All other invoices such as IT support and hosting fees are also payable within 30 days.

3.2.1.1. ATRAX: 30 days after Agreement signed

3.2.1.2. LEFTA: 30 days after Agreement signed

3.2.1.3. LEFTA-CAD Integration: 30 days after completion of the development of additional features requested by the Organization.

3.2.1.4. METR and licenses: 30 days after Agreement signed

3.2.1.5. METR Course Evaluation: 30 days after completion of the development of additional features requested by the Organization.

4. Term and Termination.

4.1. Term of Agreement.

4.1.1. The term of this Agreement shall commence upon the date signed and continue until March 31, 2024, with the option to renew for an additional five (5) years, in one-year increments.

4.2. Termination of Agreement.

4.2.1. Organization may terminate this Agreement without cause upon 30 days written notice served upon LEFTA stating the extent and effective date of termination. Either party may terminate this Agreement based on the breach of this Agreement by the other party

so long as the terminating party has given the other party 30 days written notice specifying the circumstances of the breach. The termination shall become effective after the lapse of such 30 days, unless the events or circumstances specified in the notice have been remedied or a plan for remedying them in a prompt and effective manner has been proposed to and accepted by the terminating party and the other party has proceeded diligently to cure. Any license of Software hereunder may also be terminated by Organization destroying the Software together with all copies, modifications and merged portions in any form. All fully-paid licenses granted under this Agreement shall survive any termination of this Agreement and shall continue in perpetuity. Organization agrees upon termination of a license for nonpayment of the license fee to destroy the affected Software together with all copies, modifications, and merged portions in any form.

5. General Terms.

5.1. Confidentiality of Material.

5.1.1. During the performance of services under this Agreement it may be necessary for either party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions:

5.1.1.1. (a) The term "**Organization Confidential Information**" shall mean any material, data, systems, procedures and other information of or with respect to Organization, which may not be accessible or known to the general public, including information concerning its or their hardware, software, business plans or opportunities, business strategies, finances or employees and third-party proprietary or confidential information that Organization treats as confidential. Any Organization Confidential Information acquired by LEFTA Systems shall not be used, published, or divulged by LEFTA Systems to any other person, firm, or corporation, in any advertising or promotion regarding LEFTA Systems or its business, or in any other manner or connection whatsoever without first having obtained the written permission of Organization which permission Organization may withhold at its sole discretion.

5.1.1.2. (b) The term "**LEFTA Confidential Information**" means LEFTA System's Software, as well as information relating to LEFTA System's confidential pricing, financial data, clients, software development plans and software support, as LEFTA Systems specifically identifies to Organization in writing. Organization agrees to limit disclosure of any LEFTA Systems Confidential Information received by Organization to those of its employees, agents and contractors who have a need to know LEFTA Systems Confidential Information to affect the use permitted herein. However, Organization shall be entitled to disclose the terms of this Agreement as necessary for the proper approval and execution of this Agreement.

5.1.1.3. (c) Each party agrees to protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care as may be reasonably necessary to prevent any confidential information from being disclosed or used, other than in connection with the performance of services hereunder or to effect the use of the

Software permitted hereunder. The obligations of each party to protect confidential information received from the other party shall not apply to information which: (i) is publicly known or becomes publicly known through no act or failure to act on the part of the recipient; (ii) was rightfully in the recipient's possession prior to disclosure by the disclosing party; (iii) became rightfully known to the recipient, without confidential or proprietary restrictions, from a source other than the disclosing party; (iv) is approved by the disclosing party for disclosure without restriction, in a written document that is signed by a duly authorized officer of that party; or (v) is or was developed independently by the recipient without use of or reference to any of the confidential information and without violation of any confidentiality restriction. Further, it shall not be a breach of this Agreement if either party's Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, provided the party served with such process promptly notifies the other party and provides reasonable assistance so that the other party may seek a protective order against public disclosure (except to the extent providing such notification is legally prohibited).

5.2. Indemnification.

5.2.1. LEFTA shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of LEFTA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LEFTA 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. With respect to any action or claim subject to indemnification herein by LEFTA, LEFTA shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Organization; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LEFTA indemnification to Indemnitees as set forth herein. LEFTA's obligation hereunder shall be satisfied when LEFTA has provided to Organization the appropriate form of dismissal relieving Organization from any liability for the action or claim involved.

5.3. Survival.

5.3.1. The provisions of Section 5 shall survive acceptance and, payment under, and termination of, this Agreement.

6. Customization of Applications

6.1. General.

- 6.1.1. Customization of the applications is included in the cost of the applications. LEFTA Systems will customize the applications by utilizing the information on the Customization Sheet that is provided to Organization.
- 6.1.2. Development of customized features such as the Course Evaluation document will commence upon LEFTA Systems receiving a fully executed agreement. Development time is affected by client's response time to requested items and should not exceed 3-6 months. Applications can be used prior to the completion of the custom development feature.

7. Technical Support

7.1. General

- 7.1.1. All applications provide access to the User Manual within the Administrative Links. Technical Support E-mails can be sent to: support@leftasystems.org. Technical support is available from 8am until 5pm EST, Mondays – Fridays.

7.2. Upgrades and Bug Fixes

- 7.2.1. All upgrades and bug fixes are included in the annual technical support.
- 7.2.2. Upgrades for applications where IT support has expired are not available for 1 year after IT support has been renewed.

8. Hosting.

8.1. General.

- 8.1.1. LEFTA Systems host its software applications on Microsoft Azure Government servers. This allows for users to have access to the application anywhere there is internet access provided the user has their encrypted login credentials. The cost of hosting the application is based on the memory used by the Organization and is measured/billed annually:

Disk Space Memory	Annual Fee
up to 25 GB <u>each</u> <u>application</u>	\$3,600
25.01 - 50 GB	\$4,500
50.01 – 100 GB	\$6,000

9. Timeline

- 9.1. All items with the exception of the CAD integration and the Course Evaluation can be completed within 90 days of a signed contract. The CAD integration may take an additional 3-6 months as

the timeline is affected by another vendor's response time. The Course Evaluation form will be custom developed and is available within 3 months after a signed agreement.


10. Notice Address.

Organization Name: The County of Riverside, on behalf of its Sheriff's Department	International Business Information Systems, Inc. (IBIT) d.b.a. LEFTA Systems
Organization Address: 16791 Davis Ave Riverside, Ca 92518	10950-60 San Jose Blvd., Suite 101 Jacksonville, FL 32223
Organization Representative: Sergeant Patrick Carroll	IBIT Representative: Bryan Selzer

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, to be effective as of the date first written above.

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

International Business Information Technologies, Inc. (d.b.a. LEFTA Systems):

By: 

By: Bryan Selzer

Name: KEVIN JEFFRIES

Name: Bryan Selzer

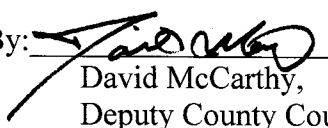
Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: CEO

Date: APR 02 2019

Date: 3-11-19

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
David McCarthy,
Deputy County Counsel

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY



LEFTA SYSTEMS

International Business Information Technologies, Inc.

d.b.a. **LEFTA Systems**

10950-60 San Jose Blvd., Suite 101

Jacksonville, FL 32223

(800) 405-3109 – Toll Free

Proposal No. 2018-CARSOACLEME-02

CUSTOMER				
AGENCY:	Riverside County Sheriff's Department			
ADDRESS:	4095 Lemon Street			
CITY:	Riverside	STATE:	CA	ZIP: 92501
ATTN:	Patrick Carroll			

INFO	
DATE:	01/14/19
REP:	Bryan Selzer
PROGRAM:	AT-LE-ME

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	ATRAX, Law Enforcement Application <i>(unlimited users)</i>	\$40,000	\$40,000
1	LEFTA, FTO Patrol Application <i>(unlimited users)</i>	\$20,000	\$20,000
1	LEFTA - CAD integration	\$5,000	\$5,000
1	METR	\$2,500	\$2,500
3,558	METR User Licenses <i>(additional licenses can be bought in batches of 5)</i>	\$20 each	\$71,160
1	METR – Course Evaluation	\$2,500	\$2,500
1	California POST Package (Manual, FTO Certification Audit, FTO Evaluation)	Included	Included
3	Customization of Application	Included	Included
1	Onsite Training Sessions. Two days of onsite training (8am-5pm)	Included	Included
		Sub-Total	\$141,160
1	10% multi-application/early payment discount		-\$14,116
		Total	\$127,044
Annual IT Support and Hosting Beginning Year 2			
1	Annual IT Support @ 20% of Total Purchase Price <i>Includes application updates and technical support calls.</i>	20%	\$25,408.80
1	Annual Hosting of Application @ \$100/Month for up to 25 GB of data per application	\$1,200 each	\$3,600

Price quote proposals are based on information provided to LEFTA Systems by the agency listed above and are good for 90 days from the date of this proposal.

LEFTA Systems Authorized Signature

01/14/2019

Date