

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



ITEM  
3.54  
(ID # 10341)

**MEETING DATE:**

Tuesday, July 23, 2019

**FROM:** SHERIFF-CORONER-PA AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** SHERIFF-CORONER-PA AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Ratify and approve Agreement No. PSA-0001180 with GenCore Candeo, Ltd. for the renewal of Maintenance and Support Services for Genesis proprietary software for five years, effective July 1, 2019 through June 30, 2024, All Districts. [\$489,725-Total Aggregate Cost, (\$89,041-Annually, additional compensation not to exceed \$44,520 of the total aggregate) –Sheriff Budget – 75%, RCIT Budget – 25%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve Agreement No. PSA-0001180 with GenCore Candeo, Ltd. for the renewal of Maintenance and Support Services for Genesis proprietary software with an annual payment of \$89,041 for five (5) years from July 1, 2019 to June 30, 2024, for a total aggregate amount of \$445,205, and authorize the Chairman of the Board to sign three (3) copies of the same;
2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (1) sign amendments that exercise the options of the Agreement, including modifications of the statement of work, that stay within the intent of the Agreement, and (2) sign amendments to the compensation provisions that do not exceed \$44,520; and
3. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Information Technology Department for distribution.

**ACTION:Policy**

*Dennis Vrooman*  
Dennis Vrooman, Assistant Sheriff

7/12/2019

*Dave Rogers*  
Dave Rogers, Chief Information Officer

7/12/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, 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: July 23, 2019  
xc: Sheriff, RCIT

Kecia R. Harper  
Clerk of the Board

By: *Kecia R. Harper*  
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 89,041	\$ 89,041	\$ 445,205	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Sheriff Budget – 75%, RCIT Budget – 25%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20 – 23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside County Information Technology (RCIT) - Public Safety Enterprise Communication (PSEC) division, on behalf of the Sheriff's Department, is requesting a new service agreement to provide maintenance for the GenCore Candeo, LTD (GenCore) products utilized on a daily basis on the PSEC network. GenCore is the only licensed vendor that has a solution that interfaces into the PSEC system and allows for both the Dispatch and system management functionality. This is a five-year contract beginning July 1, 2019 through June 30, 2024, with a total cost of \$445,205. The five-year contract will consist of an annual payment of \$89,041. The recommended action is to approve the renewal of a five-year contract with GenCore, which will allow the County to lock in prices for maintenance and support in accordance with today's market prices. Additionally, the five-year option allows for flat long-term budgeting with a \$17,925 budget savings over five years.

The GenCore solution adds critical features and functionalities that facilitate Riverside Sheriff Department dispatch operations. The solution also adds extensive system management and troubleshooting functionality, enabling faster response times to system outages thereby maintaining operational availability.

The benefit to the County is faster and more accurate dispatch operations which enables first responders to reduce their response time. The additional benefit is more comprehensive system management capabilities which translates into higher reliable service to the Sheriff deputies, City police force, fire personnel, hospital staff, and other County departments (i.e. TLMA, District Attorney's office).

**Impact on Citizens and Businesses**

The PSEC System provides critical countywide communication among County public safety agencies. Maintaining the GenCore products will facilitate the greatest level of safety and support for the residents of Riverside County.

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

**SUPPLEMENTAL:  
Additional Fiscal Information**

<b>GenCore Candeo / Genesis Discount Summary</b>				
<b>Details:</b>		<b># of yrs</b>	<b>Per Year</b>	<b>Extended</b>
<b>1</b>	<b>Years 1-5: PO due each year prior to support expiration GW3-ATIA software tools</b>	5	\$20,456	\$102,280
<b>2</b>	<b>Years 1-5: PO due each year prior to support expiration Additional Client 5-Pack (purchased May 2018 for EMD)</b>	5	At no charge	At no charge
<b>3</b>	<b>Years 1-5: PO due each year prior to support expiration Gadi software tools</b>	5	\$72,170	\$360,850
<b>4</b>	One-time Renewal Incentive	5	(\$3,585)	(\$17,925)
<b>Years 1-5 Subtotals</b>			<b>\$89,041</b>	<b>\$445,205</b>
<b>Total Contract Amount for 5 years \$445,205</b>				

**Contract History and Price Reasonableness**


The Riverside County Information Technology Department has negotiated with GenCore to provide Genesis Software and Technical Support Services for five (5) years to the County of Riverside. The price of the product support is in line with the previous product support contract and CPI. Pricing is consistent with other Public Safety users of these products. Additionally, during negotiations with the vendor an annual discount of \$3,585/year was obtained for a total savings of \$17,925.

**ATTACHMENTS:**

1. Agreement No. PSA-0001180 with GenCore Candeo, Ltd.
2. Sole Source

  
Teresa Summers, Director of Purchasing 7/12/2019

  
Ryan Carter, Principal Management Analyst 7/16/2019

  
Gregory V. Priamos, Director County Counsel 7/15/2019



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contracts Specialist. All procurements valued \$5,000 or more require competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

**Supplier Details**

**Vendor** GenCore Candeo Ltd  
**Fulfillment Address** Partnership - Services: (preferred)  
 The Genesis Group  
 5800 Eagles Nest Blvd  
 Tyler, TX 75703 US  
**Vendor Phone** +1 866-208-2508

**Distribution**

The system will distribute purchase orders using the method(s) indicated below:  
 Check this box to customize order distribution information.   
**Email (HTML Body)** mandy.jentes@genesisworld.com  
**Contract**

**Background Information**

**Please indicate if this is a single or sole source below**

Sole Source

**Have you previously requested and received approval for a sole/single source request for this vendor for your department?**

No

**If selected "yes", please provide the approved SSJ# below**

SSJ# N/A

**If selected "yes", was the request approved for a different project?**

**Purchase Details**

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

Riverside County Information Technology (RCIT)-Public Safety Enterprise Communications (PSEC) in partnership with the Sheriff department is requesting a renewal of the Gencore Candeo, LTD maintenance agreement. The Gencore Candeo, LTD solution provides maintenance support for the Sheriff's dispatch position's specialized radio keyboard. The keyboard enables critical functionality for the dispatch team including providing pre-defined patches, emergency activation and other extend features not provided by the standard dispatch solution.

The Gencore Candeo, LTD solution also provides maintenance services for the GenWatch application which interfaces into the PSEC system and provides real time alarming and statistical reporting. This feature augments the standard system monitoring and alarming functionality of the PSEC system. The real time reports allow for system troubleshooting, system alarming and system loading analysis.

**All Costs**

**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.

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

This is a proprietary software and hardware solution for Riverside County's Regional Countywide Public Safety Radio system and Sheriff's 9-1-1 Dispatch Center. The products and services are solely supported only by the Genesis Corporation. No other source of support exists for this solution which has been in place for five years.

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

Gencore Candeo, LTD is the only licensed vendor that has a solution that interfaces into the PSEC system and allows for both the Dispatch and system management functionality.

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

The Gencore Candeo, LTD solution adds a critical features and functionalities that facilitate Public Safety dispatch operations. The solution also adds extensive system management and troubleshooting functionality, enabling faster response times to system outages thereby maintaining operational availability.

The benefit to the County is faster and more accurate Dispatch operations which enables first responders to reduce their response time. The additional benefit is more comprehensive system management capabilities which translates into higher reliable service to the Sheriff deputies, City police force, fire personnel, hospital staff, and other County departments (i.e. Transportation Land Management Agency (TLMA), District Attorney's office).

**5. Period of Performance** 2019  
**From:**

**6. Period of Performance To:** 2024

**7. Is this an annually renewable contract or is it fixed term?**  
 Fixed Term

**8. Price Reasonableness:**

The price of the product support is in line with the previous product support contract and CPI. Pricing is consistent with numerous other Public Safety users of these products.

Additionally during negotiations with the vendor an annual discount of \$3,585/year was obtained for a total savings of \$17,925.

9. Projected Board of Supervisor Date (if applicable): 7/23/2019

**Commodity Code** 92045

*Describe* all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Year 1 Support Period: July 01, 2019 - June 30, 2020  
 Annual Amount: \$ 89,041.00

*Insert* all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
GenCore, Genesis GW3-ATIA software tools	19,664.00
GenCore, Genesis GADI software tools	69,377.00

*Enter* all ongoing costs in the table below. Label the 'description' with the fiscal year to which the procurement pertains.

FY	20/21 GW3-ATIA software tools & GADI software tools subscription costs: \$89,041.00
FY	21/22 GW3-ATIA software tools & GADI software tools subscription costs: \$89,041.00
FY	22/23 GW3-ATIA software tools & GADI software tools subscription costs: \$89,041.00
FY	23/24 GW3-ATIA software tools & GADI software tools subscription costs: \$89,041.00
FY	N/A
Additional FY Cost	N/A

*Describe* all ongoing costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

GW3-ATIA software tools & GADI software tools  
 Subscription Costs: \$ 89,041.00 Annually  
 Five Year Total: \$445,205.00

**All Costs Total:****89,041.00****Supporting Documentation**

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

Additional supporting documentation includes:

- Previously approved SSJ's
- vendor quote
- other

Internal Attachments

**Justification Guidance**

Please choose from the exceptions listed below. Use the Justification box to provide an explanation of the basis for the cited exception. The justification should include the following information to support the sole source award: an explanation that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the sole source authority; a description of the market research efforts to find an alternative source or an explanation why market research was not conducted; and, any other facts supporting the use of non-competitive procedure. For items purchased from an Original Equipment Manufacturer (OEM), describe any actions being taken to develop competition in the future.

1. Competition is precluded because of the existence of patent rights, copyrights, trade secrets, control of basic raw materials, or similar circumstances (however the mere existence of such rights or circumstances does not in and of itself justify the use of this exception).
2. The contemplated procurement is for manuscripts to be procured directly from the author.
3. The contemplated procurement is for parts or components being procured as replacement parts in support of equipment specially designed by the manufacturer, where data available is not adequate to assure that the part or component will perform the same function in the equipment as the part or component it is to replace. The existing equipment should be identified.
4. The contemplated procurement requires maintenance, repair, alteration, or inspection by the original manufacturer of the item.
5. The design criteria of a part or item are such that to change manufacturers or brands would result in a major redesign or require expensive lengthy additional testing to re-qualify the new part or item. In this instance the Requisitioner should clearly document past history concerning component selection, what items were considered for a particular system and in general any information that would help Contracts personnel determine if the item should be procured non-competitively.
6. The part or item is the only one known to have the specifications needed to perform a particular job or the proposed company or person(s) is/are an expert in a particular field and is/are the only individual(s) with the expertise and training required to complete a task. These specifications or characteristics and the reason(s) why they are required to meet program needs must be documented in the justification. The justification should also include other sources/items considered and the reason(s) why the others did not meet the needs. In the case of a service by an individual, the justification must clearly document why the proposed person is the ONLY person who can provide the specified services.
7. Under certain circumstances, equipment and supplies can be procured for test and evaluation. The equipment or supplies can be procured on a sole source basis, used and evaluated, and then a formal RFX is sent to those vendors whose product(s) was determined to be acceptable.
8. Lack of time is not justification for sole source procurement, with the exception of an emergency or a situation where unforeseen circumstances pose a threat to life or property.
9. Provide information on any efforts made to see if competition could be accomplished, such as performing market surveys, if any other sources expressed an interest in bidding, review of trade journals, etc.

**Total 89,041.00**

**GENESIS SOFTWARE MAINTENANCE AND SUPPORT SERVICE AGREEMENT**

**between**

**COUNTY OF RIVERSIDE**

**And**

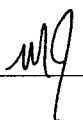
**GENCORE CANDEO, LTD**



A handwritten signature or set of initials, possibly 'MF', is located in the bottom right corner of the page.

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This Agreement made and entered into this 1<sup>ST</sup> day of July 2019, by and between GenCore Candeo, Ltd., a Texas for profit Limited Partnership corporation authorized to conduct business in the State of California (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide products and services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

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

**1.3** CONTRACTOR affirms this it is fully apprised of all the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement without written consent of the COUNTY.

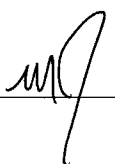
**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective from July 1, 2019 through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed four hundred forty-five thousand two hundred five dollars (\$445,205), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.



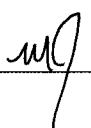
**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

Riverside County Information Technology  
Attn: Accounts Payable  
3450 14th Street, Fourth Floor  
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #PSA-0001180; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered annually.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered annually. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.



**4. Alteration or Changes to the Agreement**

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

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

**5. Termination**

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

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

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

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

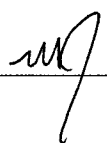
**6. Ownership/Use of Contract Materials and Products**

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

**7. Conduct of Contractor**

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

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



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

**8. Independent Contractor/Employment Eligibility**

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

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

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

8.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR

immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

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

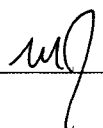
**9. Subcontract for Work or Services**

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

**10. Disputes**

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

**10.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation



session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**11. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

**12. Use By Other Political Entities**

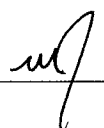
The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to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

**13. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**14. Records and Documents**

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



**15. Confidentiality**

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

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

**16. Administration/Contract Liaison**

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

**17. Notices**

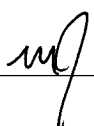
All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Information Technology  
Attn: Procurement Contract Specialist  
3450 14<sup>th</sup> Street, Fourth Floor  
Riverside, CA 92501

**CONTRACTOR**

GenCore Candeo, Ltd.  
Attn: Kim Corso, Genesis Sales Acct Executive  
5800 Eagles Nest Blvd.  
Tyler, TX 75703





**18. Force Majeure**

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


**19. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**20. Hold Harmless/Indemnification**

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

**20.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the



right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**20.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

**21. Insurance**

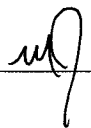
**21.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance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

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

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



**C. Vehicle Liability:**

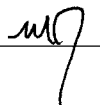
If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of



insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

## **22. General**

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

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

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

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

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

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

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

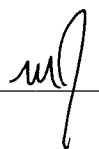
**22.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

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

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

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


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



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

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

**GENCORE CANDEO, LTD.**  
a Texas for profit Limited Partnership

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

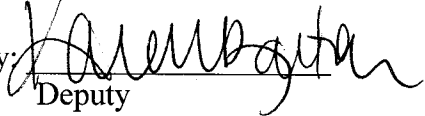
By:   
Name: MANDY JENTES  
Title: ORDER & SERVICE COORDINATOR

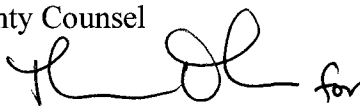
Dated: JUL 23 2019

Dated: 7-10-2019

ATTEST:  
Kecia Harper  
Clerk of the Board

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Deputy

By:  for  
Susanna N. Oh,  
Deputy County Counsel

**Exhibit A**  
**Scope of Service**

A.1 General Information

A. Definitions

1. GW3- Genwatch3
2. ATIA – Air Traffic Information Access
3. UEM – Universal Event Manager
4. GADI – Genesis Aided Dispatch Interface
5. DSR – Dynamic System Resilience
6. Genesis – CONTRACTOR (as defined in the Agreement)
7. Customer – COUNTY (as defined in the Agreement)

B. Included Essential Services

Essential Service Agreement includes telephone and remote support, system analysis, software updates and upgrades from 8:00 am-5:00 pm CST Mon. - Fri. System down emergencies are supported 24/7. t Software Products Covered

- GW3-ATIA for single zone plus DSR
- 15 client users,
- ATIA Replay
- Data Warehouse, Enhanced Data Reports
- UEM GADI: Server & Hot Standby
- Emer. Display (36)
- Emer. Tone Management (36)
- Emer. Hangtime (2), Emer. Volume Management (36)
- Emer. Unattended (36)
- Patch (36), Multiselect (36)
- Radio Activity (36), Filtered Activity List (36)
- Riverboard Module (36)

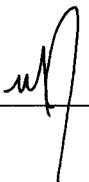
C. Excluded

On- site work, training, and hardware are excluded but can be quoted upon request. Cost for any additional client licenses and will be addressed with a separate quote directly to those customers.

Software Products not Covered

- GW3-ATIA client users (10)
- GADI Active Patch (36)

- D. CONTRACTOR's Essential Service Agreement (ESA), which is attached as Exhibit C and incorporated herein by reference, for maintaining Genesis software solutions includes the following. The parties agree that in the event of any conflict between a term in the ESA and this Agreement, the terms of this Agreement shall control.



**Exhibit B  
Payment Provisions**

B.1 Payment Schedule – MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS  
The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2019 through June 30, 2020	\$89,041
July 1, 2020 through June 30, 2021	\$89,041
July 1, 2021 through June 30, 2022	\$89,041
July 1, 2022 through June 30, 2023	\$89,041
July 1, 2023 through June 30, 2024	\$89,041
Total	\$445,205

B.2 COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance under this Agreement according to the Details attached hereto and incorporated herein by this reference

<b>Details:</b>		<b># of yrs.</b>	<b>Per Year</b>	<b>Extended</b>
1	<b>Years 1 - 5:</b> PO due each year prior to support expiration <b>GW3-ATIA software tools</b>	5	\$20,456	\$102,282
2	<b>Years 1 - 5:</b> PO due each year prior to support expiration <b>Additional Client 5-Pack</b> (purchased May 2018 for EMD)	5	At no charge	At no charge
3	<b>Years 1 - 5:</b> PO due each year prior to support expiration <b>GADI software tools</b>	5	\$72,170	\$360,848
4	One-time Renewal Incentive	5	(\$3,585)	(\$17,925)
<b>Years 1 - 5 Subtotals...</b>			\$89,041	\$445,205
<b>Annual Payment Totals...</b>				\$445,205



**Exhibit C**  
**Essential Service Agreement (ESA)**



**SERVICE AGREEMENT OVERVIEW**

Updated: 7/8/2019

For: Riverside County, CA – Public Safety Enterprise Communication

Re: 5-year Essential Service Agreement fixed term

**1. Essential Service Agreement includes:**

- 1.1. Software upgrades: Professional Service fees may apply for circumstances requiring urgency from the Technical Support team. Possible causes: gap of 2 or more versions to latest release poor remote connectivity, above-average database size. A quote will be provided prior to an upgrade.
  - 1.1.1. Hardware replacement or modification to meet Genesis software spec requirements, is not included. Hardware can be purchased through Genesis or sourced privately.
- 1.2. Renewal rates: A percentage of the current list price value of all Genesis software products running at a customer location. If the customer takes products out of commission or adds new ones, Genesis will adjust the rate accordingly.
  - 1.2.1. Multi-year follows single year pricing structure with industry standard increases built-in and presented as a median annual rate to aid in budgeting and predictability. Price incentives are available when purchasing in full up front. Should Genesis rates increase above the quoted rate, the customer is protected.
- 1.3. Hardware support provisions: Genesis provided hardware includes a PC warranty through the manufacturer. The warranty is 3 years from the date it leaves the manufacturer's facility. All hardware issues should be directed to the PC manufacturer. Each PC is labeled with warranty expiration and technical support phone number of its manufacturer. Should hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed. ESA does not include hardware replacement; however, hardware replacements can be purchased separately through Genesis. If sourcing hardware privately is preferred, Genesis can provide spec requirements for the current software release.
- 1.4. Onsite Services and Training: Training of new or existing employees on the use of Genesis software products are not included. A quote can be provided for these services upon request.

**2. Premium Lifecycle Agreement Includes:**

- 2.1. Software upgrades: All applicable fees for software upgrades are included.
  - 2.1.1. All hardware and 3<sup>rd</sup> party software needs are included unless specifically noted.
- 2.2. Renewal rates: Median annual rate which follows the multi-year pricing structure. Price includes ESA and all additional Lifecycle provisions. Should early termination occur, a balance due may apply for any goods or onsite services provided. Incentives are available when paid in full up front.

The Genesis Group □ 5800 Eagles Nest Blvd. □ Tyler □ Texas □ 75703  
Voice: 903.787.7400 □ Fax: 903.787.7460 □ <https://www.GenesisWorld.com> □  
[Renewals@GenesisWorld.com](mailto:Renewals@GenesisWorld.com) Last updated 5/7/2019

- 2.3. **Hardware support provisions:** Genesis provided hardware includes a PC warranty through the manufacturer. All hardware refreshes with the Lifecycle term will come with a 5-year manufacturer warranty with replacement scheduled prior to the warranty expiration. All hardware issues should be directed to the PC manufacturer. Each PC is labeled with warranty expiration and technical support phone number of its manufacturer. Should hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed. Any hardware specifically noted and omitted in a Lifecycle Agreement will be the customer's responsibility.
- 2.4. **Training:** Supplemental training is included with Lifecycle at no additional cost following each upgrade to highlight new features and functionality in the latest release.
  - 2.4.1. Training of new or existing employees on the general use of Genesis software products. A quote can be provided for these services upon request.
- 2.5. **Onsite services** are included for GenWatch3 ATIA.
  - 2.5.1. GW3-TRBO or GenWatch3 Over-The-Air do not come with onsite services unless specifically requested during the quoting and purchase process.
- 2.6. **Preventative Maintenance:** When remote connectivity is available, the Genesis Technical Support staff will perform a Preventative Maintenance check for the overall health of the Genesis system approximately every 2 months.

### 3. Expired Agreement:

- 3.1. It is the customer's responsibility to maintain a Service Agreement at all times. Should a lapse in coverage occur:
  - 3.1.1. All support services will be postponed until a payment method has been determined.
  - 3.1.2. Genesis will provide a renewal quote to the financial decision maker.

### 4. Coverage Term

Each original software purchase from Genesis includes a designated term of support based on the date of installation. The standard renewal term is 12 months; however, multi-year renewals are available. If a customer purchases multiple Genesis software products at differing times, it will create staggered renewal dates. Genesis can align differing dates during the next renewal process and can also align dates to meet budgeting processes or fiscal year end.

### 5. How to Reach Us:

Voice 1.903.787.7400  
Toll Free 1.877.548.0465 (US or Canada)  
Monday – Friday, 8am – 5pm, Central Standard Time  
Email for tech support: [support@GenesisWorld.com](mailto:support@GenesisWorld.com)  
Email for renewals: [renewals@genesishworld.com](mailto:renewals@genesishworld.com)  
Website: <https://genesishworld.com/>

**6. Support Provision occurs in the following order:**

**Phase 1 = Support Ticket entry:** A case is entered, technician assigned, and case number is provided to the customer.

**Phase 2 = Problem Source Identification:** The technician assigned to your case will determine if the source of the technical need is generated by:

- Genesis software
- The hardware running the software
- The trunk system feeding the information to the previous elements

The technician determines this through communication with the customer by way of telephone, email, or remote-in access to their system. Most support cases are resolved within this phase.

**Phase 3 = Duplicate Software Activity.** If the reported issue cannot be solved within Phase 2, the Genesis Test Lab will reproduce the error or defect in order to investigate further.

**Phase 4 = Software Development.** If the identified issue requires development, the solution will be provided upon a mutually agreed schedule.

**7. Severity Levels are defined as:**

**Level 1: Most severe problem:** software is totally non-functioning. This qualifies as an emergency situation in which the software is unusable; loses information or data; or fails catastrophically in response to internal errors, user errors, or incorrect input files. Genesis will provide a "priority first" level of urgency, which allows for 24/7 support until a resolution is provided. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

**Level 2: Software is functioning with incorrect results.** This occurs when the software system is usable but incomplete and has a severe impact on use. Genesis will provide a "priority first" level of urgency during standard business hours until a resolution is found. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

**Level 3: Software functions, but with inconvenience.** Genesis will provide a resolution for these cases in the order of receipt during standard business hours. If changes to the software are required, modifications will be provided according to Genesis' scheduled new releases of the software or a mutually agreed upon schedule if urgency is deemed necessary.

**Level 4: Least severe problem:** a cosmetic issue, lack of operator understanding, or system maintenance. Genesis will provide a resolution for these cases in the order of their receipt during standard business hours. Modifications to the software will be provided according to Genesis' scheduled new releases of the software. System maintenance and modifications are scheduled into the support project calendar. System managers are encouraged to coordinate with the Genesis support team well in advance to secure a date within the customer's preferred timeline.

**8. Error Definitions**

All situations imply the software is being used correctly and in accordance with the specifications and documentation for the software and release number in use at the time the error occurs. It also implies proper database and hardware maintenance has been performed in accordance with Genesis' recommendations. Further, it implies the user has made all reasonable effort to resolve the problem, such as checking network connections or checking for appropriate services to be running (if applicable).

**9. Support Levels through Product Life Cycles**

Unless otherwise specifically stated, Genesis will provide support for a minimum of 7 years after the last published release of any of our products. Mainstream Support for our products will be provided during the life of a product and for 5 years after a successor product is released or after the last release of a product is made, whichever comes first.

Mainstream Support is defined as Genesis' ability to resolve a technical issue with a Genesis product and may require the customer to upgrade in order to properly service the customer.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Jennifer Smith	
Bergfeld Agency		<b>PHONE (A/C, No, Ext):</b> (903) 592-7347	<b>FAX (A/C, No):</b>
2001 S Donnybrook Ave		<b>E-MAIL ADDRESS:</b> Jennifer@bergfeldagency.com	
Tyler TX 75701		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> ALL RISK	<b>NAIC #</b> 24856
<b>INSURED</b>		<b>INSURER B :</b> THE HARTFORD 38253	
Gencore Candeo, Ltd		<b>INSURER C :</b> AMTRUST 19879	
5800 Eagles Nest Blvd		<b>INSURER D :</b>	
Tyler TX 75703		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CO000003168-03	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	SPP1663180	01/14/2019	01/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y 46WBCAQ9689	02/22/2019	02/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		CO000003168-03	02/01/2019	02/01/2020	Each Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Riverside is named as an additional insured.  
 Contract # PSA-0001180

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
RCIT/PSEC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
3450 Fourteenth Street	AUTHORIZED REPRESENTATIVE
Riverside, CA 92501	<i>Brad Bergfeld</i>

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