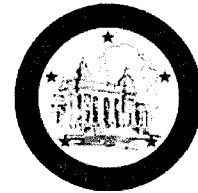


SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.35  
(ID # 10545)

MEETING DATE:

Tuesday, August 6, 2019

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Service Agreement with Winbourne Consulting LLC for Consulting and Project Management Services for the Implementation of the Computer Aided Dispatch (CAD), Records Management System (RMS), and Jail Information Management Systems (JIMS) for Three (3) Years and Authorize the Chairman of the Board to Sign the Agreement on Behalf of the County. [All Districts]; [Total Cost - \$386,380; Up to \$38,638 in Additional Compensation]; 100% General Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Winbourne Consulting LLC for consulting and project management services for the implementation of the Computer Aided Dispatch (CAD), Records Management System (RMS), and Jail Information Management Systems (JIMS) for a total aggregate amount of \$386,380 for two years through August 31, 2021, with the option to extend the contract for one additional year, and authorize the Chairman of the Board of Supervisor to sign the Agreement on behalf of the County; and,
2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the Agreement that stay within the intent of the Agreement, including modifications of the statement of work and renewal for one additional year, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement.

  
Will Taylor, Director of Administration 7/30/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez  
Nays: None  
Absent: Hewitt  
Date: August 6, 2019  
xc: Sheriff

Kecia R. Harper

Clerk of the Board

By:   
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>	\$ 150,000	\$ 236,380	\$ 425,018	\$ 0
<b>NET COUNTY COST</b>	\$ 150,000	\$ 236,380	\$ 425,018	\$ 0
<b>SOURCE OF FUNDS: 100% General Fund</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20 - 22/23</b>	

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

(BR# 20-2007)

**BACKGROUND:**

**Summary**

The Sheriff's Department purchased the current Computer Aided Dispatch (CAD) from Eyring Research Institute in 1986 and Records Management System (RMS) from Tiburon Inc. in 1996. The current CAD system is a Cobol based, HP NonStop SQL system, with the front-end clients written in Visual C++ and java, and the RMS application is composed of products developed in COBOL, C, C++ and C#. Due to these aging systems, it has become harder for the Department to find vendors to provide maintenance and professional support for these systems. As the Department is faced with a heavy reliance on these older technology systems to complete mission-critical tasks in a timely manner, we conducted two Request for Information (RFI # SHARC-293 and SHARC-301) to explore the market and identify the total cost of ownership to replace the current CAD, RMS, and Jail Information Management Systems (JIMS) systems, including to find suitable integrated CAD/RMS/JIMS solutions. As a result of the RFIs and the latest technology available, the Sheriff conducted a Request for Proposal (RFP# SHARC-311) to replace all three systems.

The Department has reached a pinnacle point of the CAD/RMS/JIMS project in which we have determined that having an experienced Consultant/Project Manager to oversee the implementation all three systems would greatly benefit the Department. Due to the lack of experience of overseeing the implementation of a complex project of this magnitude, one that can take anywhere between two to three years, the Department has determined that a dedicated Project Manager will help the Department facilitate the project to ensure certain milestone are met and progressing timely. The Project Manager will assist the Department across the multiple stages of solutions and workflow planning, scope review, contract negotiation, and implementation of the new systems.

**Impact on Residents and Businesses**

The CAD/RMS/JIMS systems are powerful tools that support the day-to-day operations of the Sheriff's Department to enhance public safety and support efficient use of resources and effective tactical deployment. The use of an expert consulting firm will help expedite the contract negotiation and implementation process of the new systems to provide enhanced fast, accurate,

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

and integrated Public Safety communications for law enforcement, emergency transportation services, and 911 operators to quickly and accurately document and share information in a streamlined, safe way leading to rapid response to time-critical situations.

**Price Reasonableness**

The Riverside County Purchasing Fleet Department, on behalf of the Riverside County Sheriff's Department, released a Request for Proposal (RFP # SHARC-394) for consulting and project management services for the implementation of the CAD/ CAD Mobile, RMS and JIMS systems. The RFP was advertised on the County's Internet and the bid invitation was sent to one hundred ten (110) potential bidders, seventy-three (73) of them downloaded the bid, and three (3) vendors submitted their proposal. The proposals were reviewed by the team consisting of the Sheriff Personnel in which each bid response was evaluated base on the criteria set forth in the RFP: overall responses to the RFP requirements, bidders experience and technical ability, reference, and financial.

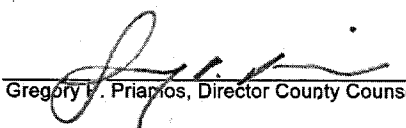
As the result of the bid process, Winbourne Consulting, LLC was the selected vendor. The vendor is familiar with the unique public safety environment in California, specifically in Riverside County as they recently completed the CAD/RMS implementation projects in Corona and Murrieta. They were also involved in the implementation of the San Diego County Sheriff's JIMS. Besides their vast experience and involvement with the CAD/RMS/JIMS implementation across the county, the vendor has vast experience with contract negotiation.

Winbourne Consulting provided an overall best cost in which they are committing more time to the project and their hourly rates (\$174 per hour for the first phase, and \$173 per hour for the second phase) are less than the other bidders. The total project implementation cost is \$386,380. The Department is requesting for a 10% contingency of the total contract amount, which is \$38,638, to allow for additional unforeseen labor expenses. The total project amount with the 10% contingency is \$425,018.

County Counsel has approved the attached Agreement as to form.

  
Teresa Summers, Director of Purchasing 7/30/2019

  
Ryan Carter, Principal Management Analyst 7/30/2019

  
Gregory L. Priapos, Director County Counsel 7/30/2019

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**CONSULTING AND PROJECT MANAGEMENT SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**WINBOURNE CONSULTING LLC**



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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_, 2019, by and between WINBOURNE CONSULTING LLC, a Delaware limited liability company (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 all 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 of 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.

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

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect for a total of two (2) years through \_\_\_\_\_, 2021, with the option to renew for one additional year, 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 an aggregate total amount of four hundred twenty-five thousand eighteen dollars (\$425,018), 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** 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 Sheriff's Department  
Technical Services Bureau  
1500 Castellano Road  
Jurupa Valley, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-92064-001-06/22); quantities; item/service descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**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 "monthly" in arrears. 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. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 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.

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

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

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

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

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

**10. Subcontract for Work or Services**

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.

**11. Disputes**

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

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

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.

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

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

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

“privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

**17. Administration/Contract Liaison**

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

**18. Notices**

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

**COUNTY OF RIVERSIDE**

Riverside County Sheriff’s Department  
4095 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Purchasing Unit

**CONTRACTOR**

Winbourne Consulting LLC  
1621 North Kent Street, Suite 704  
Arlington, VA 22209  
Attn: Controller

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

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

**21. Hold Harmless/Indemnification**

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

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

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

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

**22. Insurance**

**22.1** 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.

## **23. General**

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

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

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

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

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

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

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

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

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

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


**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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


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

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

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

Dated: AUG 06 2019

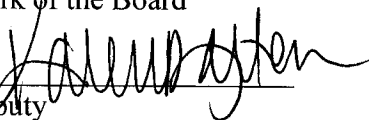
**WINBOURNE CONSULTING, LLC**

By:   
Name: Andrew G. Reece  
Title: Chief Executive Officer

Dated: 7/25/19


ATTEST:

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A. GENERAL INFORMATION**

1. The Riverside County Sheriff's Department hereby engages CONTRACTOR to provide expert consulting service to assist the department in the area of contract negotiations, acquisition, and implementation of a Public Safety Computer Aided Dispatch (CAD), Records Management System (RMS), and Jail Information Management Systems (JIMS) systems. CONTRACTOR shall represent the department and act as the Project Manager to facilitate the implementation of the new CAD/RMS/JIMS. A state-of-the-art CAD/RMS/JIMS will benefit Public Safety and the community by providing the following features and functionalities (list is not all inclusive):

- Efficient dispatching of Sheriff's resources.
- Dispatch alerts and timers for personnel safety.
- Provide quick access to relevant information.
- Fully functional Automatic Vehicle Location (AVL).
- Single entry of critical data.
- Dashboards that allow staff to monitor trends
- Tools for effective deployment of staff and resources.
- Fully searchable database.
- All Public Safety personnel have access to real-time data.
- Accurate evidence chain of custody.
- Detective's case management.
- CAD mapping.
- Third-party interfaces.
- Fully functional In-field report writing system.
- Quality training by vendor.
- Crime mapping functionality.
- Names, vehicles, and addresses are linked in one file.
- Public Safety's web status monitor relays quickly.
- Vehicle registration information is captured.
- Data conversion is clean.
- Accurate management reports.
- Reliable statistical data.
- Comprehensive crime analysis capabilities.
- Cutting edge technology.
- A system that can completely integrate existing subsystems.
- A system that will support potential consolidation with other agencies.
- Excellent customer service and technical support.
- Inmate booking and release process
- Property and clothing tracking
- Inmate case information
- Court tracking

- Inmate movement tracking
  - Custody housing management
  - Special needs
2. The COUNTY conducted a Request for Proposal (RFP# SHARC 311) for the Computer Aided Dispatch (CAD)/CAD Mobile, Records Management System (RMS), Jail Information Management Systems (JIMS) and Programs & Alternative sentencing System (PASS) application replacement project, and the following vendors were selected:
- a. **For CAD/RMS, Versaterm is the selected vendor**
  - b. **For JIMS/PASS, ATIMS is the selected vendor.**
3. The project scope of work for this project is divided into two (2) phases and is defined as follows:
- a. Phase One (1) Contract Development and Contract Negotiations
  - b. Phase Two (2) Implementation

## **B. CONTRACTOR RESPONSIBILITIES**

1. It is paramount that the implementation of a CAD/RMS/JIMS be completed with the term of the established contract term. Timeframes for the successful completion of each phase are contingent upon the cooperation and timely completion of tasks assigned to the Riverside County Sheriff's Office (RSO), the CONTRACTOR, vendors, and other entities throughout the duration of this project.
2. **General Requirements of the CONTRACTOR:** In addition to performing the tasks described in each project phase below, the CONTRACTOR shall, at a minimum, perform or make provisions for the following General Requirements as directed by the RSO:
- a. The CONTRACTOR shall identify one individual to act as Project Manager throughout the period of the contract to coordinate the work tasks, manage the contract, ensure quality and timeliness of work products, and be the principal contact for RSO staff.
  - b. The CONTRACTOR shall also identify one individual to act as a replacement Project Manager should the primary Project Manager be unable to complete the project. Qualifications for the replacement Project Manager are required as part of the CONTRACTOR proposal.
3. The Project Manager shall perform the following function which includes but not limited to:
- a. Management of the work,
  - b. Coordination with the RSO, regulatory agencies, and all other affected entities,
  - c. Establish schedule and budget conformance,
  - d. Conduct bi-weekly project meetings, or as often as mutually agreed upon, with RSO staff,
  - e. Attend additional project meetings with other agencies, as required,
  - f. Prepare meeting agendas and minutes, and distribute same, for all meetings,

- g. Attend public hearings as necessary to address questions and concerns,
  - h. Prepare all notices and distribute and/or publicize required notices in newspapers or other publications, as applicable.
- 4. CONTRACTOR shall provide a draft, preliminary schedule for the required work with the Proposal and provide an accurate, updated schedule after execution of the contract.
  - 5. **Health and Safety Regulations** – The CONTRACTOR shall be knowledgeable of all applicable health and safety regulations, as well as California OSHA requirements and shall be responsible to integrate such requirements into the plans and specifications as needed.
  - 6. CONTRACTOR services shall be in compliance with local, county, state and federal procedures, policies, laws, and ordinances applicable to the work being performed.
  - 7. All submittals and deliverables will be provided in hard copy and Flash Drive format.
  - 8. CONTRACTOR shall maintain all project records, notes, computations, correspondence, and all other pertinent related files and information, prepared or obtained by CONTRACTOR in conjunction with services provided to the County. CONTRACTOR shall, if requested by the County or any of its duly authorized representatives, provide copies of and access to any documents, books, papers, and records for the purpose of making an audit, examination, excerpts, and transcriptions, and CONTRACTOR shall provide same without charge and without restriction or limitation on their use. All originals, including electronic and hard copy mediums, shall at all times be considered to be the property of the County of Riverside.
  - 9. CONTRACTOR shall provide evidence of possession of a current County of Riverside Business License prior to contract being issued.
  - 10. CONTRACTOR shall provide evidence of insurance coverage, issued by an admitted California insurer legally licensed and qualified to conduct business in the State of California, including maintaining proper coverage during the terms of the Agreement.
  - 11. The CONTRACTOR shall submit itemized monthly invoices for all services performed in the course of the month in a format approved and accepted by the RSO. Invoices shall be submitted monthly in arrears for services performed during the previous month. Each cost estimate shall:
    - a. Reflect the best professional estimate of actual costs anticipated.
    - b. Establish internal estimating allowances, consistent with good professional practice, appropriate to the phase of the project.
  - 12. The CONTRACTOR, the RSO, and any other Project CONTRACTORs or sub CONTRACTORs shall be called the "Project Management Team".

13. **County Contact:** In addition to the RSO's CAD / RMS / JIMS Committee, the RSO shall designate a representative who shall be the CONTRACTOR's County contact point during phases of the project. This representative shall be the primary channel of communication to and shall act as the County's liaison with the CONTRACTOR. The RSO may designate multiple representatives responsible for defined aspects of the project and may replace or re-designate any or all representatives at the County's sole discretion.
14. **Response to RSO Comments/Directions:** The RSO will provide written comments to the CONTRACTOR for each submittal. The CONTRACTOR shall provide a written response to each item and return to the RSO along with the next submittal. When the response indicates work has been incorporated into the documents, the response must indicate the appropriate drawing location and specification section incorporating the work.
15. The CONTRACTOR shall provide status reports as required to the RSO's designated representative and may need to make periodic presentations to the RSO, Riverside County Board of Supervisors, and the public as reasonably directed by the RSO.
16. **Project Meetings:** Under this task the CONTRACTOR shall prepare agendas and attend project meetings as described below. Agendas shall be submitted to the RSO (via email a minimum of five (5) working days prior to meeting time) for review and approval. CONTRACTOR shall also prepare, take, and issue meeting minutes to all attendees. The precise form of the agendas and meeting minutes shall be mutually agreed by the RSO and CONTRACTOR. The RSO shall chair and direct all project meetings held at RSO offices. The CONTRACTOR shall participate in the following meetings, at a minimum:
  - a. Kick-off meeting with RSO, and sub-CONTRACTORs (as necessary) to present the work plan including project schedules, timelines, management protocols, and project assumptions. Pert or Gantt Charts are required.
  - b. Project status/progress meetings with Project Team and RSO staff. The CONTRACTOR shall attend all meetings, with appropriate technical staff in attendance.
  - c. Additional meetings as requested by RSO during critical work phases.
  - d. Any meetings associated with scoping, public input, or public hearings.
  - e. Meetings with other agencies as requested by RSO or as determined necessary, including but not limited to the Riverside County Board of Supervisors, and coordination with regulatory agencies.

#### **C. PHASE 1 - CONTRACT DEVELOPMENT AND CONTRACT NEGOTIATIONS:**

1. To create the implementation contract with the County's chosen Contractors who have been offered contingent award of the application(s), CONTRACTOR will work with the RSO team and the awarded Contractor to build the first draft and then turn it over to legal for editing and finalization.



CONTRACTOR may be requested to review all edits and offer suggestions for both Contractors and County Counsel's final review and approval. During this process, the RSO, awarded Contractors and CONTRACTOR will use Microsoft "track changes" in all versions so that both parties can easily see and understand the changes proposed. All contract documents will include page and line numbers for ease of reference during meetings, discussions and contract negotiations.

2. The implementation contract (Professional Services and Software License Agreement) will include all provisions required by the RSO, and provisions from the awarded Contractor's standard agreement that are deemed acceptable to the County. Once the document has been finalized, it will be sent to the awarded Contractor(s) just prior to the first scheduled, face-to-face contract negotiations session.
3. CONTRACTOR will assist the RSO in the development and instruction of the contract negotiations team, if desired. CONTRACTOR will conduct an executive briefing for this team and work with the team to develop roles and responsibilities and the strategy for the contract negotiations process.
4. During contract negotiations, CONTRACTOR will be the lead negotiator if requested, however CONTRACTOR may act as advisor and assistant to anyone the RSO elects to appoint to that position. If CONTRACTOR is asked to assume the role of lead negotiator, CONTRACTOR will discuss with the RSO the level of support and commitment required in order for CONTRACTOR to be successful in that role. Contract documents to be developed during this task include, but may not be limited to:
  - a. Purchase and Software License Agreement (the "contract")
  - b. Letters of Clarification
  - c. Scope of Work/Statement of Work
  - d. Interface Control Documents
  - e. Project Schedule
  - f. Detailed and Summary Pricing
  - g. Payment Schedule
  - h. Maintenance Contract

#### **C. PHASE 2 – PROJECT MANAGEMENT DURING IMPLEMENTATION:**

1. Once negotiations have been completed, the contract has been approved and signed by all parties; the implementation kick off meeting will be schedule with the CONTRACTOR and Contractors.
2. CONTRACTOR will perform a network analysis and identify pre-existing network limitations that could impede the ability to successfully implement the new system on the current network. Note: This task should be completed even if the RSO's Technical Services Bureau (TSB) is confident the network presents no problems or deficiencies. By placing responsibility on the vendor regarding pre-existing conditions that may interfere with proper operation of the new CAD/RMS/JIMS, there is a shift of responsibility that helps to protect the RSOs investment, minimize problems during

installation and go-live, and minimize change orders during implementation. It gives the RSO the opportunity to remedy potential problems before the installation process begins.

3. CONTRACTOR will work with RSO to order hardware, install, and test equipment. Depending on the scope of the project and the quantity and type of equipment ordered, a phased implementation of equipment may be required. The RSO holds the final decision on equipment to be purchased and by whom. CONTRACTOR will require the vendor to prepare a site report as a project deliverable. The site report is designed to identify deficiencies and pre-existing conditions in need of correction by the RSO, any issues, procedural, workflow or personnel changes that may be necessary as a prerequisite to go-live.
4. CONTRACTOR shall advise on the installation and integration of hardware and software, whether acquired through the vendor or otherwise, shall support how the new CAD/RMS/JIMS applications are managed. The RSO holds the final decision on which installation work will be done and by whom (vendor, RSO IT staff, or other sources).
5. CONTRACTOR shall ensure sufficient training is provided prior to system installation. Recommendation should be made for beginning, intermediate and advanced training for RSO staff and the RSO's CAD/RMS/JIMS System Administrators (SA). Workflow, short and long-term interface maintenance requirements, software switches, user screens, report formats and document form fields are just a few of the user definable functions that must be learned by the SA in order to correctly set up and maintain an advanced CAD/RMS/JIMS. The CONTRACTOR will oversee all training for CAD/RMS/JIMS users, making sure each bureau training schedule is in line with the department, eliminating scheduling constraints.
6. CONTRACTOR shall oversee the development and documentation of interfaces and custom modifications if required.
7. CONTRACTOR shall monitor contract with Contractor(s) throughout the project.
8. CONTRACTOR must develop a contingency plan in case the Contractor cannot meet their contractual obligations.
9. CONTRACTOR shall develop an acceptance plan and the acceptance process to help ensure the terms and conditions of the contract have been successfully completed.
10. Remedy of reproducible defects as a condition of acceptance will be the CONTRACTOR's responsibility.
11. CONTRACTOR shall review and develop a multi-year maintenance and support pricing structure to allow RSO to best prepare the needed budget for project and support duration.

12. CONTRACTOR shall identify a data conversion process. The RSO is interested in a cost-effective way to convert existing data from CAD / RMS / JIMS to the new systems. If this is not possible, then a solution must be proposed to allow friendly inquiry ability over the historical information with some integration for crime analysis and reporting purposes. Include references for a data conversion proposal to demonstrate expertise in this field.

## EXHIBIT B PAYMENT PROVISIONS

Winbourne Consulting's Cost Proposal (Phase 1 through 2) is a firm fixed price and is based on a total project period of performance of up 24 months and/or up to a level of effort of 2,040 personnel hours. If the project exceeds the above period of performance or level of effort for any one of the two phases, Winbourne will work with the County to identify remaining tasks and develop a Quote for submission of a Change Order to complete the project phase. Any additional resources or subject matter experts shall be provided at rate of \$135.00 to \$165.00 plus travel expense reimbursement.

The Overall Cost for the Scope of Work by Phase is as follows:

<b>By Phase</b>	<b>– Hourly Inclusive Rate</b>	<b>Estimated Hours</b>	<b>Total Fixed Fee</b>
Phase One (1)	\$ 174.15	497	\$ 86,555
Phase Two (2)	\$ 173.22	1,543	\$ 267,285
PHASE TOTAL		2,040	\$ 353,840
Estimated Travel (billed actual costs)			\$32,540
<b>PROJECT GRAND TOTAL</b>			<b>\$ 386,380</b>

### Invoicing

Winbourne Consulting will submit to the COUNTY twenty-four (24) equal invoices of \$16,099 on a monthly basis throughout the project, the first being 30 days after the Effective Date of the executed contract.