

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



ITEM: 3.31
(ID # 11141)

MEETING DATE:

Tuesday, November 19, 2019

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve Amendment # 1 to the Master Support Agreement with Tiburon for Software Maintenance and Support Renewal Services Without Seeking Competitive Bids for Three Year and Authorize the Chairman of the Board to Sign the Agreement on Behalf of the County. [All Districts]; [Total Cost - \$810,322; Up to \$81,032 in additional compensation]; 100% Sheriff's Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment # 1 to the Master Support Agreement with Tiburon for software maintenance and support renewal services without seeking competitive bids for a total aggregate amount of \$810,322 for three years through June 30, 2022, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to 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 sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

ACTION:Policy

Dennis Vrooman
Dennis Vrooman, Assistant Sheriff

11/14/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt 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: November 19, 2019
xc: Sheriff

Kecia R. Harper
Clerk of the Board

By: *[Signature]*
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 257,041	\$ 269,893	\$ 891,354	\$ 0
NET COUNTY COST	\$ 257,041	\$ 269,893	\$ 891,354	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment:	No
			For Fiscal Year:	19/20 - 21/22

C.E.O. RECOMMENDATION: [CEO use]

BR# 20-031
3.90 09/09/2014

BACKGROUND:

Summary

The Riverside County Sheriff's Department has contracted with Tiburon, Inc. for the Records Management System (RMS) software support services since February 22, 1999. Tiburon has developed many custom interfaces for RMS to meet the County's needs that includes, but are not limited to, the Sheriff's Jail Information Management System (JIMS), the Sheriff's Computer Aided Dispatch (CAD), the DA's Law Enforcement Agency Filing System (LEAFS), the State of California's Automated Fingerprint Identification System (AFIS), the Court's Warrants process and the Crossroads Traffic Collision database. The RMS software is a central repository of information (database) related to crime reports, field investigations, warrants, traffic accidents, victims and witnesses. The RMS database is part of a large network of databases the CA DOJ's California Law Enforcement Telecommunications System (CLETS) connects to.

The Sheriff's Department serves as the CLETS Direct Interface System Host for the County of Riverside. It is the responsibility of the Sheriff's Department to provide other law enforcement agencies and criminal justice agencies within the County of Riverside access to the CLETS network of databases. Agencies accessing CLETS through the Sheriff's Department include County departments (such as the District Attorney, Probations and Department of Social Services), Contract Cities (such as Moreno Valley, Eastvale, Temecula and Palm Desert), State agencies (such as the California Department of Corrections, Norco and CA Superior Courts), and Federal agencies (such as March ARB, US Marshalls and US Pretrial Services).

The RMS database software is an integral part of law enforcement and criminal justice system in Riverside County and for the State of California's DOJ CLETS network. Due to the age and technology limitations of the software, the Tiburon RMS software will be replaced with a new CAD/RMS system. Since the County is anticipating the replacement and implementation of a new system within the next two years, the Sheriff's Department would like to extend the software maintenance and support contract for another three years to allow for sufficient time for the new system to go live.

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Impact on Residents and Businesses

An operation RMS system is mandatory for law enforcement purposes and criminal justice usage. Without a reliable RMS system both public safety and officer safety is jeopardized, law enforcement and criminal justice agencies are unable to address investigations and prosecutions. Due to the Sheriff's 24 x7 x 365-day operation, an inoperable RMS system would severely cripple the functionality of the Department as well as surrounding agencies that depend on CLETS/RMS.

Price Reasonableness

The annual software maintenance and support cost is \$257,041, and the 3-year extension includes a 5% annual increase as per the previous Form 11 (Agenda 3.90) approved on September 9, 2014. This is within acceptable software pricing standards. The maintenance and support cost includes addressing application errors, client support, designated technical account manager, monthly status reports, support backup schedules, updates to National Crime Information Center (NCIC), National Incident Based Reporting System/Uniform Crime Reporting (NIBRS/UCR) and National Fire Incident Reporting System (NFIRS) source codes, Database Analyst (DBA) support, and System Administrator (SA) support and version management program updates. In addition, the County of Riverside is not obligated to renew the annual software maintenance and support as long as we provide 60-day written notice of intent to cancel. In addition, the Department is requesting for a ten percent (10%) contingency fund to cover any emergencies or additional support services requested from the vendor.

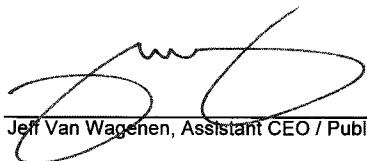
Attachments

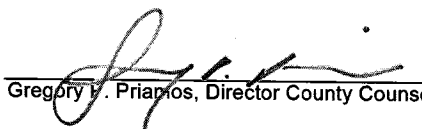
RCIT H-11 Approval

Sole Source Justification

Amendment # 1 to the Master Support Agreement – 3 copies


Teresa Summers, Director of Purchasing 11/8/2019


Jeff Van Wageningen, Assistant CEO / Public Safety 11/14/2019


Gregory V. Priamos, Director County Counsel 11/5/2019


Jim Smith, Chief Technology Officer 11/12/2019

AMENDMENT # 1 TO THE MASTER SUPPORT AGREEMENT

This Amendment No. 1 (the "Amendment") to the parties' Master Support Agreement, effective upon signature of the parties, is entered into by and between the County of Riverside, on behalf of its Sheriff's Department (the "Customer") and Tiburon, Inc., a Virginia corporation ("Tiburon"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Sheriff's Department and Tiburon entered into that certain Master Support Agreement, effective January 1, 2009 (the "Agreement");

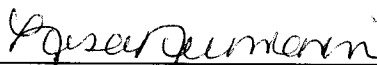
WHEREAS, the parties desire to amend the Agreement to revise the renewal term and add a new exhibit to the Agreement; and

WHEREAS, the parties desire to further amend the Agreement to correctly identify the contracting party as the "County of Riverside," not the Sheriff's Department.


NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree to the amended as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Section 3 of the Agreement is hereby deleted and replaced with the following: "The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of one year, unless terminated earlier in accordance with this Agreement; thereafter, this Agreement shall be renewed automatically in one-year increments, unless Client provides thirty (30) days' prior written notice to Tiburon of its intention not to renew."
3. Attachment I to this Amendment is hereby added to the Agreement as "Exhibit 10."
4. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the execution date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.


Tiburon, INC.

BY: 
PRINT NAME: Lisa Neumann
PRINT TITLE: Controller
DATE SIGNED: 10-31-19

The County of Riverside

BY: 
PRINT NAME: KEVIN JEFFRIES
PRINT TITLE: Chairman, Board of Supervisors
DATE SIGNED: NOV 19 2019

FORM APPROVED COUNTY COUNSEL

BY:  10/31/19
SUSANNA N. OH DATE

ATTEST:

KECIA R. HARPER, Clerk

By 
DEPUTY

ATTACHMENT I

**Exhibit 10
To
Master Support Agreement**

SUPPORT FEES

The Support for the following Products shall renew per the terms and fees below:

Product	Support Term July 1, 2019 - June 30, 2020	Support Term July 1, 2020 June 30, 2021	Support Term July 1, 2021 - June 30, 2022
Warrant Recall	\$ 3,583.65	\$ 3,762.83	\$ 3,950.97
Warrants	\$ 21,501.90	\$ 22,577.00	\$ 23,705.84
Alpha Processing Mod	\$ 21,501.90	\$ 22,577.00	\$ 23,705.84
CFS/Unit History	\$ 10,750.95	\$ 11,288.50	\$ 11,852.92
Custom Interfaces	\$ 33,066.60	\$ 34,719.93	\$ 36,455.93
Expanded Case/Call #	\$ 10,913.70	\$ 11,459.39	\$ 12,032.35
GDO	\$ 1,221.15	\$ 1,282.21	\$ 1,346.32
Interface (CAD, AFIS)	\$ 32,251.80	\$ 33,864.39	\$ 35,557.61
Location Processing	\$ 21,501.90	\$ 22,577.00	\$ 23,705.84
Message Reformatter	\$ -	\$ -	\$ -
Mobile ARS Base	\$ -	\$ -	\$ -
MSS Integration	\$ -	\$ -	\$ -
RMS WS (TB)	\$ 27,365.10	\$ 28,733.36	\$ 30,170.02
RMS/Ti	\$ 70,938.00	\$ 74,484.90	\$ 78,209.15
State Property	\$ 814.80	\$ 855.54	\$ 898.32
State Vehicle	\$ 814.80	\$ 855.54	\$ 898.32
State Warrant	\$ 814.80	\$ 855.54	\$ 898.32
Total	\$ 257,041.05	\$ 269,893.10	\$ 283,387.76