

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



ITEM: 3.59  
(ID # 15163)

MEETING DATE:  
Tuesday, June 29, 2021

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Municipal, State and Federal Law Enforcement County Agreement with Evidence IQ, Inc. for the Ballistic IQ Imaging System without seeking competitive bids for three years, All Districts. [Total cost \$300,000 - 100% Sheriff Budget General Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Municipal, State and Federal Law Enforcement County Agreement with Evidence IQ, Inc. for the Ballistic IQ Imaging System without seeking competitive bids for an annual aggregate amount of \$100,000 for a total of \$300,000 for three years through June 29, 2024; and authorize the Chair of the Board to sign the Agreement on behalf of the County.
2. Authorize the 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 including modifications of the statement of work that stay within the intent of the Agreement.

ACTION:Policy

  
Donald Sharp, Assistant Sheriff 6/10/2021


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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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: June 29, 2021  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board

By:   
Deputy



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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>	\$ 100,000	\$ 100,000	\$ 300,000	\$ 0
<b>NET COUNTY COST</b>	\$ 100,000	\$ 100,000	\$ 300,000	\$ 0
<b>SOURCE OF FUNDS: 100% Sheriff's General Fund</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21-23/24</b>	

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

**BR: 21-074**

**Prev. Agn. Ref.: NA**

**BACKGROUND:**

**Summary**

The Sheriff's Department is requesting Evidence IQ, Inc. as the Sole Source vendor for the Ballistics IQ imaging system. Evidence IQ, Inc. is the sole manufacturer, sole provider, and developer of the Ballistics IQ imaging system. There are no regional distributions or other similar products available for purchase that deliver the same comprehensive set of ballistic imaging features. There are no other authorized resellers that can provide a Ballistics IQ license.

In February of 2020, the Department began a free trial of Ballistic IQ that included a Ballistics IQ license for one Dyno-Lite 5-megapixel microscope camera.

In October of 2020, the vendor agreed to offer a Ballistics IQ license for an additional six-month term that included an unlimited number of Virtual Correlation Center (VCC) cases limited to use at the Thermal Patrol Station for \$10,000. The six-month license term ended on March 31, 2021, was discounted 86% when compared to an annual subscription of \$138,500. County Purchasing approved the six-month Sole Source on December 08, 2020, approval number 21-05.

Ballistics IQ allows a user to access software to scan fire cartridge cases/shotshells collected at a crime scene or test-fired from known firearms within seconds. Cartridge cases are compared forensically to determine the number of unique firearms, possibly what type of firearms(s), which cartridge case is best suitable for entry into the National Integrated Ballistics Information Network (NIBIN), and searches for potential links between cases. The information is documented in a Crime Scene Analysis Report (CSA) or a Potential Link Report (PL). Ballistics IQ is designed specifically to work in conjunction with NIBIN.

Ballistics IQ automatically groups images of fired cartridge cases (shell casings) by firearm. Ballistics IQ proprietary software enables the scanning of each fired cartridge case in less than one minute. With Ballistics IQ software, the system will generate a Crime Scene Analysis preview that will group images of fired cartridge cases by caliber and the firearm from which it

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was fired. Evidence IQ personnel assigned to the Evidence IQ Virtual Correlation Center will verify the results on this Crime Scene Analysis preview report remotely and generate a final crime scene report that is emailed back to the submitting official within twenty-four hours.

Ballistics IQ provides immediate actionable intelligence to authorized investigative teams identifying the potential number of shooters involved in an incident. The CSA details the number of firearms used in an incident and the calibers of those firearms. In some instances, Forensic Firearm Toolmark Examiners (FFTME), often referred to as Firearms Examiners, can assist in identifying the potential type of firearm used in the incident based upon the microscopic markings on the recovered fired cartridge cases.

The scanning of all fired cartridge casings recovered at crime scenes will enable Sheriff personnel greater opportunities to identify links between different shooting incidents and the associated firearms used in those incidents. Scanned images of ballistic evidence recovered at crime scenes and associated metadata from the scene are entered by the user into the Ballistics IQ database. Ballistics IQ's complex algorithms generate a list of potential matches to images of recovered crime scene cartridge cases as well as test fires from a recovered firearm to determine potential match images previously entered by agencies within the network. Evidence IQ's Firearms Examiners remotely review the list of potential matches through Ballistics IQ search's virtual comparison microscope to generate a Potential Link Report. This report identifies a matching ballistic exhibit with a previously submitted image from a different crime scene. As a result, Sheriff personnel can uncover previously unknown associations between incidents by linking different ballistic exhibits from crime scenes.

Ballistics IQ utilizes a USB-powered capture tool station connected to a computer to scan recovered ballistic evidence. The capture tool station is comprised of a Dyno-Lite 5-megapixel microscope camera that Sheriff personnel will use to scan recovered cartridge cases. The Ballistics IQ software is preloaded onto a compatible computer that enables the user to input scanned images and associated incident-based metadata for transmittal to the exclusive VCC feature. The VCC is comprised of several Firearms Examiners with years of experience and is a current member of the Association of Firearms & Tool Mark Examiners (AFTE).

The unique and exclusive capability of the Evidence IQ, Inc. Ballistics IQ CSA enables an examiner to see the evidence before the examination. Though an examiner will work the evidence from the ground up on a court-level examination, the CSA can assist in helping organize the evidence while doing a full-court workup of the evidence. This is especially helpful in large-scale shooting incidents in which numerous firearms are used and multiple pieces of evidence are recovered.

**Impact on Residents and Businesses**

The approval of the agreement with Evidence IQ, Inc. for Ballistics IQ will provide the Department actionable investigative leads quickly that result in solving firearms-related crimes.

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Residents and businesses will benefit from safer communities by getting violent offenders who may commit further violent acts off the streets.

**Additional Fiscal Information**

The Department plans to purchase a Ballistics IQ license for \$100,000 annually, for a total of \$300,000 for three years through June 29, 2024, using the Sheriff's existing budget.

The annual license fee includes a government discount of approximately 28% from \$138,500 with five hundred VCC cases to \$100,000 per year with unlimited VCC cases. The vendor is providing twelve (12) forensics microscope camera boxes and onsite training for free. The proposed price is equal or greater in discounts offered to other law enforcement agencies in California.

**ATTACHMENTS**

Evidence IQ, Inc. Service Agreement - 3 Copies

Sole Source Justification # 21-054

TSOC Approval # PR2021-11395

  
Tina Grande, Director of Purchasing and Fleet Services 6/9/2021

  
Gregory L. Priamos, Director County Counsel 6/8/2021





Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek 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**

Evidence IQ Inc

**Fulfillment Address**

CCorp - Services: (preferred)

333 Front St Ste 350

Lemont, Illinois 60439 United States

**Vendor Phone**

+1 630-308-4200

**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?**

Yes

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

SSJ#

21-054

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

No

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

Three-year subscription license for Evidence IQ Ballistics IQ Imaging System referred to as Ballistics IQ.

**Current Year Cost****6. Identify all costs for this requested purchase.**

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

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

Evidence IQ is the sole manufacturer, sole provider, and developer of the Ballistics IQ imaging system. There are no regional distributions or other similar products available for purchase that deliver the same comprehensive set of ballistic imaging features. There are no other authorized resellers that can provide a Ballistics IQ license.

Ballistics IQ automatically groups images of fired cartridge cases (shell casings) by firearm. Ballistics IQ proprietary software enables the scanning of each fired cartridge case in less than one minute. With Ballistics IQ software, the system will generate a Crime Scene Analysis (CSA) preview that will group images of fired cartridge cases by caliber and the firearm from which it was fired. Evidence IQ personnel assigned to the Evidence IQ Virtual Correlation Center will verify the results on this CSA preview report remotely and generate a final crime scene report that is emailed back to the submitting official within twenty-four hours.

Ballistics IQ provides immediate actionable intelligence to authorized investigative teams identifying the potential number of shooters involved in an incident. The CSA report details the number of firearms used in an incident and the calibers of those firearms. In some instances, Forensic Firearm Toolmark Examiners (FFTME), often referred to as Firearms Examiners, can assist in identifying the potential type of firearm used in the incident based upon the microscopic markings on the recovered fired cartridge cases.

The scanning of all fired cartridge casings recovered at crime scenes will enable Sheriff personnel greater opportunities to identify links between different shooting incidents and the associated firearms used in those incidents. Scanned images of ballistic evidence recovered at crime scenes and associated metadata from the scene are entered by the user into the Ballistics IQ database. Ballistics IQ's complex algorithms generate a list of potential matches to images of reco

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

With Ballistics IQ, automatic groupings of fired cartridge casings are completed by the system and a detailed report is generated in a relatively short time frame. Without Ballistics IQ, automatic groupings of fired cartridge casings must be done manually by qualified Sheriff personnel, which can be time-consuming and take them away from other crucial duties.

Ballistics IQ is designed specifically to work in conjunction with an existing National

estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

**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.

**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

**Enter all additional FY costs in the table below.** Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	FY20/21 \$110,000
FY	FY21/22 \$100,000
FY	FY22/23 \$100,000

FY

FY

Additional FY Cost

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

**Current Year Cost Total: 0.00**

5/27/2021

Sole Source Request

Integrated Ballistic Information Network (NIBIN) workflow within a laboratory and enhances and increases existing workflow. Overall time savings increases the speed of grouping cartridges, frees up the examiner, and adds professionalism to the entire process. The traditional system is more labor-intensive and burdensome based on the additional work involved in completing the same tasks.

Actionable Intelligence is provided to the Sheriff's Department allowing Sheriff personnel to follow potential leads and identify witnesses much faster than traditional methods. Ballistics IQ immediately identifies the number of firearms utilized in the incident. Under traditional laboratory settings, this information is not typically provided to the investigative team until the examiner completes their final report, which could vary from days to weeks or longer.

Ballistics IQ will automatically identify which cartridge is the most suitable candidate for acquisition into NIBIN. Under traditional laboratory settings, this is done manually by qualified Sheriff personnel who must be taken away from other assignments.

Utilizing Ballistics IQ, the comparison of all recovered fired cartridge cases and those from recovered firearms against the gallery of submitted images will provide greater actionable intelligence. Traditionally only the best cartridge case, identified by qualified Sheriff personnel, is utilized for scanning into the NIBIN system.

Ballistics IQ can be utilized to help understaffed laboratories expeditiously conduct

**4. Period of Performance From:** 6/30/2021

**Period of Performance To:** 6/29/2024

**Is this an annually renewable contract or is it fixed term?**

Annually Renewable

#### **5. Price Reasonableness:**

Evidence IQ provided the service for free through a pilot program that included a Ballistics IQ license for one Dyno-Lite 5-megapixel microscope camera. The vendor agreed to offer a Ballistics IQ license for an additional six-month term that included an unlimited number of Virtual Correlation Center (VCC) cases limited to use at the Thermal Patrol Station for \$10,000. The six-month license term was discounted 86% when compared to an annual subscription of \$138,500.

The annual license fee includes a government discount of 28% from \$138,500 with five hundred VCC cases to \$100,000 per year with unlimited VCC cases. The vendor is providing twelve (12) forensics microscope camera boxes and onsite training for free.

Projected Board of Supervisor Date 6/15/2021

5/27/2021

Sole Source Request

(if applicable):

**Commodity Code** 99222

### 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
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

### Purchasing Approval

**This section to be filled out by  
Purchasing Management only upon  
approval.**

Approved by  
Suzanna Hinckley

Date Approved  
5/25/2021

Approval Conditions/Comments  
Agreement requires approval to form by  
County Counsel and BOS Approval

**Total** 0.00





# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2021-11395		
Requested Purchase:	BallisticsIQ Software Renewal		
Department/Agency:	Sheriff		
Primary Contact/Phone:	Teresa McGulre	Alternate Contact/Phone:	Stephanie Mora Ponce/
Purchase Request Type:			
Describe Requested Purchase:	BallisticsIQ License Renewal		
Terms:	Is this a Multi Year Contract?: False Length of Contract: Start Date: End Date: Special Terms and Conditions:		
Business Needs Addressed:	BallisticsIQ Software provides Sheriff's Dept. a suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts Ballistics Data		
Are there other county systems that provide the same functionality?	No		
Business Criticality:	Run the Business		
Business Impact:	Support Current Operations		

Current Cost itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
BallisticsIQ license Renewal for 1 year Term	Software - Renewal	Evidence IQ	1	\$100,000.00	\$100,000.00	0.0000	\$100,000.00
Total:							\$100,000.00

Annual Costs				
Item Description	Payment Type	Terms (In Years)	Payment amount	Total Annual Payments
Total:				

Grand Total: \$100,000.00

Accounting String						
To be completed for pass-thru purchases that will be processed by RCIT Only						
%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)
Department Head or Authorized Designee Signature: Lt. Adam Vallejo					Date: 4/27/2021 1:27 PM	



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

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

Recommended:	By:	Date:
Denial Explanation:		

## ACIO Review - ACIO Review Status

Recommended:	BY:	Date:
Denial Explanation:		

## CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended: Yes	By: Jim Smith	Date: 4-28-21
Denial Explanation:		

## TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended: Yes	By: Jim Smith	Date: 5-5-21
Denial Explanation:		

**EVIDENCE IQ – BALLISTICS IQ  
MUNICIPAL, STATE AND FEDERAL  
LAW ENFORCEMENT COUNTY AGREEMENT**

This Municipal, State and Federal Law Enforcement County Agreement (“**Agreement**”) is made and entered into effective June 30, 2021 (the “**Effective Date**”) between Evidence IQ, Inc., a Delaware corporation, with its corporate office located at [address] (“**EIQ**”), and the County of Riverside, a political subdivision of the State of California, on behalf of its Sheriff’s Department, 86625 Airport Blvd, Thermal, CA 92274 (“**COUNTY**”).

**A.** EIQ collects, stores and disseminates Ballistics Data (as herein defined) to law enforcement agencies through its EIQ Software Service (as herein defined); and

**B.** COUNTY desires to obtain access to Ballistics Data through the EIQ Software Service on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. Definitions.** As used in this Agreement, certain terms have the meanings set forth below. Certain other capitalized terms are defined in the text of this Agreement in the section in which the term is first used.

“**Ballistics Data**” means ballistics data and images collected by LEAs and available through the EIQ Software Service for use by LEAs. All Ballistics Data uploaded by COUNTY to the EIQ Software Service is owned by COUNTY.

“**COUNTY Data**” means all data, information, and other content of any type and in any format, medium, or form, whether audio, visual, digital, screen, or other, that is input, uploaded to, placed into, or collected, stored, processed, generated, or output by any device, system, or network by or on behalf of COUNTY, including any and all Ballistics Data uploaded by COUNTY to the EIQ Software Service and works, inventions, data, analyses, and other information and materials resulting from any use of the EIQ Software Service by or on behalf of COUNTY under this Agreement, except that COUNTY Data does not include the EIQ Software Service or data, information, or content, including any audio, visual, or digital or other display or output, that is generated automatically upon executing the EIQ Software Service without additional user input.

“**EIQ Software Service**” means a web-based (hosted) suite of software applications of EIQ consisting of analytical and investigative software located on a physical database server that also hosts Ballistics Data accessed through the EIQ customer portal.

“**LEA**” means a municipal, state or Federal law enforcement agency acting within its respective jurisdiction in the United States of America.

“**Service Fee**” means the amount required to be paid by COUNTY per Service Period for access to the EIQ Software Service and Ballistics Data.

“**User**” means an individual who is an agent and sworn officer of COUNTY and who is authorized by COUNTY to access the Ballistics Data through the EIQ Software Service on behalf of COUNTY with login credentials provided by COUNTY.



## 2. License.

(a) **Grant of License.** Subject to, and conditioned on, COUNTY's payment of the Service Fee and compliance with all other terms and conditions of this Agreement, EIQ grants to COUNTY a non-exclusive, non-transferable right and license to access and use the EIQ Software Service, including its Ballistics Data, during the Service Period only for investigatory law enforcement purposes.

(b) **License of Ballistics Data.** COUNTY grants to EIQ a non-exclusive, fully paid up, royalty free, worldwide, non-transferable, right and license to use, install, access, reproduce, modify, impose, display, create derivative works of, distribute, and sublicense for use by EIQ's customers the Ballistics Data uploaded by COUNTY in connection with its EIQ Software Service, during the Service Period only for the benefit of gun crime investigations.

(c) **Data Sharing.** All Ballistics Data uploaded by COUNTY will be available through the EIQ Software Service and accessible by other LEAs who contract with EIQ to access the EIQ Software Service. COUNTY retains the right to deny any LEA access to its data.

(d) **Non-Exclusive Licensed Access.** COUNTY acknowledges that the right or ability of EIQ to license other third parties to access the Ballistics Data through the EIQ Software Service is not restricted in any manner by this Agreement, and that it is EIQ's intention to license a number of other LEAs to access the Ballistics Data through the EIQ Software Service. EIQ shall have no liability to COUNTY for any such action.

## 3. Access to the Ballistics Data Through the EIQ Software Service.

(a) **Account Security.** EIQ shall provide to COUNTY the necessary passwords and network links or connections to allow COUNTY's Users to access the Ballistics Data through the EIQ Software Service. COUNTY shall be responsible for assigning to each of COUNTY's Users a username and password (one per user account). An unlimited number of User accounts is provided. COUNTY will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). COUNTY shall notify EIQ immediately if COUNTY believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, COUNTY must notify EIQ immediately if COUNTY becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

(b) **Eligibility.** COUNTY shall only authorize individuals who satisfy the eligibility requirements of "Users" to access the EIQ Software Service. EIQ in its sole discretion may deny EIQ Software Service access to any individual based on such person's failure to satisfy such eligibility requirements.

(c) **User Logins.** Except with the prior written consent of EIQ, COUNTY shall not provide User logins to agents or officers of other local, state or Federal LEAs or access the EIQ Software Service on behalf of other LEAs.

(d) **Liability.** COUNTY is responsible and liable for all uses of the Ballistics Data through the EIQ Software Service resulting from access provided by COUNTY, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, COUNTY is responsible for all acts and

omissions of each User and each act or omission by each User that would constitute a breach of this Agreement if taken by COUNTY will be deemed a breach of this Agreement by COUNTY. COUNTY shall use reasonable efforts to make all Users aware of this Agreement's provisions as applicable to such User's use of the Ballistics Data through the EIQ Software Service, and shall cause Users to comply with such provisions.

**(e) Restrictions on Use of the Ballistics Data Through the EIQ Software Service.**

**(i)** COUNTY acknowledges that a large part of EIQ's competitive advantage comes from the collection and analysis of the Ballistics Data. COUNTY's and each User's access, use, except as expressly permitted under this Agreement, and disclosure of any such Ballistics Data would cause irreparable damage to EIQ.

**(ii)** Except as expressly permitted under this Agreement, COUNTY agrees that it shall not, directly or indirectly, nor will it permit a User or any other party to, without the prior written consent of EIQ, (A) access the EIQ Software Service and utilize the Ballistics Data for any purpose other than for investigatory law enforcement purposes, (B) disclose the Ballistics Data to any unauthorized third party; (C) copy, modify, or create derivative works of the EIQ Software Service or the Ballistics Data, in whole or in part; (D) create, attempt to create, or grant permission to the source program and/or object program associated with the EIQ Software Service or the Ballistics Data; (E) decompile, disassemble or reverse engineer any software component of the EIQ Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; (F) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the EIQ Software Service or the Ballistics Data; (G) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available the EIQ Software Service or the Ballistics Data; or (H) use the EIQ Software Service or the Ballistics Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity that violates any applicable law.

**(iii)** COUNTY agrees to take all necessary precautions to protect the Ballistics Data against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Ballistics Data as COUNTY would with COUNTY's own confidential information.

**(iv)** COUNTY shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that references the Ballistics Data, EIQ Software Service or this Agreement without first submitting the material to EIQ and receiving written consent from EIQ thereto, which shall not be unreasonably withheld. This restriction is specifically intended to ensure consistency with other media messaging and will survive the expiration or earlier termination of this Agreement.

**(v)** COUNTY agrees as follows:

**(A)** to notify EIQ immediately upon discovery of any unauthorized use or disclosure of Ballistics Data or any other breach of this **Section 3** by COUNTY or any User, and COUNTY shall reasonably cooperate with EIQ to regain possession of the Ballistics Data, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 3**;

**(B)** a breach or threatened breach by COUNTY or a User of

any covenant contained in this Agreement, including under this **Section 3**, may cause irreparable damage to EIQ and that EIQ could not be made whole by monetary damages. Therefore, EIQ shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy; and

(C) COUNTY's obligations of non-disclosure are effective as of the Effective Date and will survive the termination or expiration of this Agreement.

**(f) Service Levels.**

(i) EIQ will make the EIQ Software Service available continuously, as measured over the course of each calendar month, an average of 99.99% of the time, excluding unavailability as a result of exceptions as provided for herein.

(ii) EIQ will provide COUNTY written documentation of its scheduled downtime.

**4. Service Fees; Maximum Payments; Non-Appropriation.**

(a) **Service Fees.** Service Fees are based on the number of virtual correlation center cases ("VCCs") submitted by COUNTY during a Service Period. COUNTY may purchase one or more packets of varying amounts of VCC submissions during a Service Period. **Exhibit A** attached hereto sets out the cost of the various packets offered by EIQ. EIQ may increase or decrease the cost of the VCC packets from time to time during the Service Period upon thirty (30) days' prior written notice to such effect to COUNTY.

(b) **Maximum Payments.** Maximum payments by COUNTY to EIQ shall not exceed one hundred thousand dollars (\$100,000) annually including all expenses. 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.

(c) **Non-Appropriation.** Notwithstanding any other provision, 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 Code 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 EIQ in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**5. Term and Termination.**

(a) **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for three (3) years from such date (the "**Service Period**").

**(b) Termination.**

(i) COUNTY may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to EIQ. COUNTY may, upon five (5) days written notice terminate this Agreement for EIQ's default, if EIQ 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. 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. After termination, COUNTY shall make payment only for EIQ's performance up to the date of termination in accordance with this Agreement.

(ii) EIQ may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to COUNTY. If EIQ's notice of termination is based on a breach of this Agreement by COUNTY, the notice of termination will set forth in reasonable detail COUNTY's breach of this Agreement. If within such thirty (30) day period COUNTY fails to cure to EIQ's satisfaction the breach, this Agreement will terminate upon the expiration of such thirty (30) day period. If EIQ's notice of termination is based on a reason other than a breach of this Agreement by COUNTY, this Agreement will terminate upon the expiration of such thirty (30) day period. Upon termination, COUNTY will be entitled to a refund of a portion of the Service Fee, based on the unused VCCs relative to the number of VCCs purchased.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (A) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(iv) EIQ'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 EIQ; or in the event of EIQ's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, EIQ shall not be entitled to any further compensation under this Agreement.

(v) Upon expiration or earlier termination of this Agreement, all rights and licenses granted between the parties under this Agreement will immediately cease to exist. In the event of termination, COUNTY must promptly discontinue all use of the EIQ Software Service and EIQ must promptly cease all access to and use of COUNTY Data.

## **6. Warranty Disclaimer by EIQ; Indemnification by COUNTY.**

(a) **DISCLAIMER.** THE BALLISTICS DATA AND EIQ SOFTWARE SERVICE IS PROVIDED "AS IS" AND EIQ HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EIQ SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EIQ MAKES NO WARRANTY OF ANY KIND THAT THE EIQ SOFTWARE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING THE BALLISTICS DATA, WILL MEET COUNTY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, EVIDENCE IQ, INC. - BALLISTICS IQ AGREEMENT ver. 1.0

COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

**(b) Limitations of Liability.** EIQ WILL NOT BE LIABLE FOR COUNTY'S USE OF THE BALLISTICS DATA OR THE EIQ SOFTWARE SERVICE UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOSS OF BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE, EIQ'S CUMULATIVE LIABILITY TO COUNTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00.

**(c) Indemnification.** COUNTY agrees to indemnify, defend and hold harmless EIQ and its employees, representatives, agents, officers, directors, and corporate employees (each, an "**Indemnified Party**"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim that COUNTY or any User breached any terms or provisions of this Agreement or that any Ballistics Data uploaded by COUNTY to the EIQ Software Service infringes or misappropriates a third party's intellectual property rights; provided, that COUNTY may not settle any such claim against EIQ unless EIQ consents to such settlement and provided further that EIQ will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

## **7. Miscellaneous.**

**(a) Notices.** Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Addresses for all purposes under this Agreement are:

If to EIQ: Evidence IQ, Inc.  
Attn: Roger Cummings, President  
346 River Street  
Lemont, Illinois 60439  
E-mail: Roger@EvidenceIQ.com

If to COUNTY: Riverside County Sheriff's Department  
ATTN: Purchasing Unit  
4095 Lemon Street, Third Floor  
Riverside, CA 92501

Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

**(b) Assignment.** Neither party shall assign its rights or delegate its obligations under this Agreement to any party, without the express written consent of the non-assigning party. Any such purported assignment or delegation in violation of this **Section 7(b)** will be null and void. No assignment or delegation will relieve either party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

**(c) Governing Law; Venue.** THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN RIVERSIDE COUNTY, CALIFORNIA.

**(d) Amendments; Waiver.** No amendment to this Agreement will be effective unless it is in writing and signed by authorized representatives of both parties. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**(e) Entirety.** This Agreement, including any attachments or exhibits, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations and warranties and other communications, oral or written between the parties. No contrary or additional terms contained in any purchase order or other communication from either party will be a part of this Agreement.

**(f) Force Majeure.** Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

**(g) Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**(h) Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

**(i) CJIS Requirements.** Each party certifies that its Users shall comply with the CJIS requirements outlined in **Exhibit B**.

**(j) Nondiscrimination.** EIQ 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.

**(k) Records and Documents.** EIQ 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 EIQ's costs related to this Agreement. All such books, documents and records shall be maintained by EIQ for at least five years following termination of this Agreement and be available for audit by the COUNTY. EIQ shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**(l) California Public Records Act.** Pursuant to the California Public Records Act (Gov. Code § 6250 et seq.), information or documents received from EIQ may be open to public inspection and copying. As a public entity, COUNTY has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. EIQ may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with applicable law. If a record is requested that contains material designated by the EIQ as trade secret or confidential, COUNTY will notify EIQ; if there is a dispute as to the confidentiality of the material, EIQ may seek to intervene to protect the material it has designated as confidential.

**(m) Licensing and Permits.** EIQ shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapters 22 and 32 of Division 8 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. EIQ 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.

**(n) Applicable Laws.** EIQ shall comply with all applicable Federal, State and local laws and regulations. EIQ 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 EIQ shall comply with the more restrictive law or regulation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

EIQ:

Evidence IQ, Inc.

By: Roger Cummings 6/2/2021  
Name: Roger Cummings  
Title: Chief Executive Officer

COUNTY:

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

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors  
Dated: JUN 29 2021

ATTEST:  
Kecia Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: [Signature]  
Lisa Sanchez  
Deputy County Counsel

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this document. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[signature page - Evidence IQ - Ballistics IQ  
Municipal, State and Federal Law Enforcement County Agreement]

## EXHIBIT A Service Fees



346 River Street  
Lemont, IL 60439  
Phone: 630-308-4200

Email: Roger@EvidenceIQ.com

### Final Quote

Date 4/8/2021

Invoice #: 120920BIQ

Quote Valid Through: 6/30/2021

#### Bill To:

Riverside County Sheriff Office c/o Lt. Andy Martinez  
Thermal Station 86625 Airport Blvd  
Thermal, CA 92274  
Ph. 760-863-8149

Quantity	Description	Amount
	Ballistics IQ License (FY 2021) (3 Year Term)	\$100,000
Unlimited	Ballistics IQ VCC Cases (Year 1)	
12	Ballistic Camera Boxes (5 year warranty and support)	\$0
1	1.5 Day Onsite Training	\$0
2022		\$100,000
	Ballistics IQ License (FY 2022)	\$100,000
Unlimited	Ballistics IQ VCC Cases (Year 2)	
2023		\$100,000
	Ballistics IQ License (FY 2023)	\$100,000
Unlimited	Ballistics IQ VCC Cases (Year 3)	
2024		\$100,000
	Ballistics IQ License (FY 2024)	\$100,000
Unlimited	Ballistics IQ VCC Cases (Year 4)	
<b>Subtotal</b>		

All Evidence IQ hardware will include a 3-year warranty.

As a part of this proposal there are (12) Twelve forensic microscope camera box, hardcase, and all other required hardware.

A 1.5 days onsite training provided for 10 people or less at no additional cost from Evidence IQ by a Sr. Firearms and Toolmarks Examiner. If additional training is required for more than 10 people or additional days they can be scheduled for an additional \$1,500 plus reasonable travel and expenses.

Riverside County may use the EvidenceIQ Service for the purposes of assisting and supporting the Riverside County Sheriff's Department personnel only, this excludes any and all municipalities, agencies or law enforcement personnel not a county employee unless granted permission in writing by EvidenceIQ.

#### NON-APPROPRIATION CLAUSE

Any time after June 30, 2022 the County may terminate this Contract at the end of any 12 month service period due to a lack of funding by written notice to Evidence IQ.

Billings will be sent annually in advance on the first month of fiscal year under service with Net 30 terms. Additional VCC (Virtual Correlation Center) cases can be purchased at the same rate paid for in this contract with a 20% surcharge.

Quote and pricing expires on 6/30/2021

#### Credit

#### Tax

**Year One Balance due** **\$100,000**



## **Exhibit B**

### **CJIS Requirements**

EIQ and COUNTY agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. EIQ and COUNTY agree they will more likely be successful with information security by use of the EIQ-supplied technical controls and COUNTY's use of those controls in conjunction with COUNTY's policies to protect the systems, data and privacy.

EIQ and COUNTY agree that COUNTY-owned and FBI-CJIS-supplied data in EIQ systems does not meet the definition of FBI-CJIS provided Criminal Justice Information ("CJI"). Regardless, EIQ agrees to treat the COUNTY-supplied information in EIQ systems as CJI. EIQ will strive to meet those technical and administrative controls to ensure the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

EIQ and COUNTY agree that information obtained or incorporated into EIQ systems may be associated with records that are sensitive in nature having, tactical, investigative and "Personally Identifiable Information." As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

EIQ and COUNTY agree that products and services offered by EIQ are merely an investigative tool to aid EIQ's customers in the course of their duties and that EIQ make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, EIQ and COUNTY agree that COUNTY is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by EIQ products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

Certain capitalized terms are defined in the United States Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy, Version 5.8 (6/01/2019). The parties agree as follows.

#### **EIQ:**

1. EIQ has established the use of the FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those requirements.
2. EIQ will appoint a CJIS Information Security Officer to act as a conduit to COUNTY's Contracting Government County and County Coordinator to receive any FBI-CJIS Security Policy information and disseminate such information to the appropriate staff.
3. EIQ will adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by COUNTY.
4. EIQ will, by default, classify all COUNTY-supplied data and information related to COUNTY-owned infrastructure, information systems or communications systems as "criminal justice data." All COUNTY information will be treated at the highest level of

confidentiality by all EIQ staff. EIQ has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.

5. EIQ will not engage in data mining, commercial sale, unauthorized access and/or use of any of COUNTY-owned data.

6. EIQ will initiate its formal cyber Incident Response Procedures if any cyber incident or data breach occurs.

7. EIQ will immediately inform COUNTY of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm COUNTY's data, systems or operations so proper analysis can be performed and COUNTY's Incident Response Procedures can be initiated.

8. EIQ will only allow authorized support staff to access COUNTY's account or COUNTY's data for COUNTY-related purposes.

9. EIQ will use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for COUNTY's data.

10. EIQ will protect COUNTY's systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.

11. EIQ will inform COUNTY of any unauthorized, inappropriate use of data or systems.

12. EIQ will design software applications to facilitate FBI-CJIS-compliant information handling, processing, storing and communication of COUNTY's data.

13. EIQ will advise COUNTY when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Security Policy criteria for analysis and due consideration.

14. EIQ will use the existing Change Management process to sufficiently plan for system or software changes and updates with "rollback" plans.

15. EIQ will provide technical security controls that only permit authorized user access to COUNTY-owned data and EIQ systems as intended by COUNTY.

16. EIQ will meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.

17. EIQ will only provide access to EIQ's systems and COUNTY-owned information through COUNTY managed role-based access and applied sharing rules configured by COUNTY.

18. EIQ will provide technical controls with additional levels of user Advanced Authentication in physically non-secure locations.



19. EIQ will provide compliant FIPS 140-2 Certified 128-bit encryption for COUNTY-owned data during transport and storage ("data at rest") while in the custody and control of EIQ.

20. EIQ will provide firewalls and virus protection to protect networks, storage devices and data.

21. EIQ will execute archival, purges and/or deletion of data as configured by COUNTY.

22. EIQ will provide auditing and alerting tools within the software applications so COUNTY can monitor access and activity of EIQ support staff and COUNTY users for unauthorized access, disclosure, alteration or misuse of COUNTY-owned data. EIQ support staff will only have access when granted by COUNTY.

23. EIQ will only perform direct support remote access to COUNTY systems/infrastructure when requested, authorized and physically granted access to the applications/systems by COUNTY. This activity will be documented by both parties.

24. EIQ will create and retain activity transaction logs to enable auditing by COUNTY and EIQ staff.

25. EIQ will provide physical protection for the equipment storing COUNTY Data along with additional technical controls to protect physical and logical access to systems and data.

26. EIQ will participate in any information or technical security compliance audit performed by COUNTY or any state CJIS system agency or FBI-CJIS division.

27. EIQ will perform independent employment background screening for EIQ's staff and participate in additional fingerprint background screening as required by COUNTY.

28. EIQ agrees that all COUNTY-contributed data, including "hot-lists," scans, user information etc., will only be shared as designated by COUNTY and will remain the responsibility and property of COUNTY.

**COUNTY:**

1. COUNTY will appoint a County Coordinator as a central point of contact for all FBI-CJIS Security Policy-related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.

2. COUNTY will have the County Coordinator (a) provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact EIQ compliance or system/application development and (b) facilitate obtaining certifications, training, and fingerprint-based background checks as required.



3. COUNTY will inform EIQ when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications is required.

4. COUNTY will immediately inform EIQ of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm EIQ systems, operations, business partners and/or other agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.

5. COUNTY is responsible for the legality and compliance of information recorded, submitted or placed in EIQ systems and use of that data.

6. COUNTY is responsible for proper equipment operation and placement of equipment.

7. COUNTY is responsible for vetting authorized user access to EIQ systems with due consideration of providing potential access to non-COUNTY information.

8. COUNTY is responsible for control of persons granted access to purchased EIQ systems, along with data stored and transmitted via EIQ systems.

9. COUNTY is responsible for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into EIQ systems.

10. COUNTY will reinforce COUNTY's staff policies and procedures for secure storage and protection of EIQ system passwords.

11. COUNTY will reinforce COUNTY's staff policies for creating user accounts with only government domain email addresses. Any exceptions must be granted in writing.

12. COUNTY will reinforce COUNTY's staff policies for not sharing user accounts.

13. COUNTY will use EIQ role-based access as designed to foster system security and integrity.

14. COUNTY controls, and is responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the EIQ systems, including when any information is disseminated, extracted or exported out of EIQ's systems.

15. COUNTY controls, and is responsible for developing, policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside EIQ's systems.

16. COUNTY is responsible for ensuring data and system protection strategies are accomplished through the tools provided by EIQ for account and user management features along with audit and alert threshold features.

**17.** COUNTY will use the “virtual escorting” security tools provided for managing COUNTY’s system remote access and monitor EIQ support staff when authorized to assist COUNTY.

**18.** COUNTY acknowledges that the EIQ-designed technical controls and tools will only be effective in conjunction with COUNTY-created policies and procedures that guide user access and appropriate use of the system.

**19.** COUNTY acknowledges that information and services provided through EIQ products do not provide any actionable information and COUNTY users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems, such as the National Crime Information Center, based upon the potential lead generated.