

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



**ITEM: 3.30
(ID # 15385)**

MEETING DATE:
Tuesday, July 20, 2021

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Letter of Agreement with Hewlett Packard Enterprise Company for Custom Support Services for two (2) NonStop Systems Without Seeking Competitive Bids for One Year, All Districts. [Total Cost - \$125,903; 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Letter of Agreement with Hewlett Packard Enterprise Company for Custom Support Services at Support Plus Level (SP24) for two (2) NonStop Systems for hardware and software maintenance renewal services without seeking competitive bids for an annual amount of \$125,903 through May 31, 2022 and authorize the Chair of the Board to sign the Letter of 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 as to form by County Counsel to: (a) issue a Purchase Order to HPE for the total agreement amount; and (b) to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Letter of Agreement.

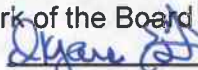
ACTION:Policy


Raul Vergara 7/12/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 20, 2021
xc: Sheriff

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 125,903	\$ 0	\$ 125,903	\$ 0
NET COUNTY COST	\$ 125,903	\$ 0	\$ 125,903	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

3.17 06/09/20

BR# 22-010

BACKGROUND:

Summary

The Riverside County Sheriff's Department uses the Hewlett-Packard (HP) Nonstop computer system to support the Computer Aided Dispatch (CAD) application for the processing of 9-1-1 emergency and non-emergency phone calls, for call for services, and dispatching deputies. The Department has been using the HP Nonstop computer systems since 1984 when the County purchased the CAD application. The CAD application code was written to take advantage of the HP Nonstop Platform's Fault-Tolerant Architecture at the time, which provided the maximum computer system uptime. The application has been continuously upgraded to meet dispatchers' call taker and the deputies' needs and requirements.

The Department's CAD application supports 9-1-1 calls, and the mission critical nature of the CAD application is crucial for public and officer safety. This responsibility demands the maximum amount of computer system uptime, which the HP Nonstop environment/system is designed to provide. The loss of the CAD computer system would result in a direct delay in the response to 9-1-1 calls being answered, locating addresses for citizens calling for service and deputies being dispatched to calls. The sheer volume of calls being answered, and the numbers of deputies being dispatched daily could not be handled without a computer system with CAD application. In 2018, the system supported over 1.7 million calls (1.3 million non-emergency calls and 467,000 9-1-1 calls); 2019 and 2020 reflected similar numbers.

On April 16, 2013 (Agenda Item 3.53), the Department purchased two computer operating systems from Hewlett Packard Enterprise Company (HPE) to upgrade and replace the CAD application for a cost of \$1.3 million. The upgrade has worked well to ensure the day to day operations are met and the failures are fixed by our maintenance support contract with a guarantee that replacement hardware is available. Due to the fault tolerant architecture of the NonStop platform and the HPE technical support, the CAD system downtime was nonexistent and reduced to a mere slowdown of the application until the Central Processing Unit (CPU) was fully restored. Unfortunately, the system was upgraded eight (8) years ago and has reached end of life, but HPE has agreed to support the current system for another year until the new

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CAD system purchased through SOMA Global, LLC goes live (Agenda Item 3.25, 2-11-20). The Department's IT support team is currently working and collaborating with the vendor on the system design and implementation.

Impact on Residents and Businesses

The Sheriff's Dispatch CAD application is a 24/7, 365-day operation. The mission critical nature of the CAD application is crucial for public safety and officer safety. The flow and sharing of information in real-time is vital for dispatchers to assist and support the public, and therefore we need to ensure we have the support for the CAD system to meet the day to day needs of the Department.

Price Reasonableness

The one-year hardware and software maintenance renewal services cost is \$125,903. Since the current system is eight (8) years old and due to current hardware reaching end of life (EOL), parts are not as readily available. Through our negotiation effort, the vendor agrees to charge \$125,903, which is an annual increase of \$388 from the prior year and this equates to an increase of less than 1%. Since the Department is currently working with a new vendor, SOMA Global, LLC, to replace the current Dispatch system, it is not cost effective to consider doing the upgrade to this system.

Attachments

1. RCIT H-11 Approval
2. Sole Source Justification
3. Letter of Agreement – 3 copies


Tina Grande, Director of Purchasing and Fleet Services 7/9/2021


Cheryl Williams 7/12/2021


Gregory Priarios, Director County Counsel 7/8/2021


Jim Smith, Chief Information Officer 7/9/2021



Hewlett Packard Enterprise Company (HPE)
3000 Hanover Street, PAL-20
Palo Alto, CA 94304-1112
www.HPE.com

April 30, 2021

Eric Douesnard
Acct. Tech. II

The County of Riverside
Sheriff Department
7195 Alessandro Boulevard
Riverside, CA 92506

RE: Custom Support- SP24 for 2 NonStop systems
Engagement ID: Riverside Custom SP24 Support for 77468/77649 0009744969 0009744973
043021

Dear Mr. Eric Douesnard,

This letter of agreement ("Agreement") sets forth the terms and conditions under which Hewlett Packard Enterprise Company ("HPE") shall provide Custom Support Services on a FIXED fee basis ("Services") to the County of Riverside, ("Customer"). Upon acceptance of the Agreement, HPE will provide the Custom Support Services at Support Plus Level (SP24) for NonStop systems 77468 and 77649. Fixed fees will be invoiced upfront upon receipt of Purchase order for total amount of \$120,716.40, plus applicable taxes. Breakdown if fees are listed in Exhibit A.

SERVICES

The Custom Support Services are described below for both systems listed above. For a period of one (1) year starting June 1, 2021, ending May 31, 2022. Support will be performed at the County of Riverside –Sheriff Department located at 7195 Alessandro Boulevard, Riverside, CA 92506 and at HPE offices.

SP24 Support Description

This agreement is governed by HPE's current standard sales terms or, if applicable, the Customer's purchase agreement with HPE.

Technical data

HPE Support Plus Service

HPE Services

HPE Support Plus Service is composed of comprehensive hardware and software services that help increase the availability of your IT infrastructure. HPE technical resources work with your IT team to help you resolve hardware and software problems with HPE and selected third-party products.

HPE releases updates to software and reference manuals as soon as they are made available. Updates for selected HPE-supported third-party software products are included as they are made available from the original software manufacturer.

HPE Support Plus Service also provides you with software updates for selected HPE-supported software products for each system, processor, processor core, and end user, as allowed by HPE or the original manufacturer software license.

In addition, HPE Support Plus Service provides electronic access to related product and support information, enabling any member of your IT staff to locate this commercially available essential information. For third-party products, access is subject to availability of information from the original manufacturer.

Service benefits

- Helps improve IT infrastructure uptime
- Provides support for HPE products as well as eligible multivendor hardware and software products
- May reduce the cost of purchasing individual software updates through subscription savings
- Helps improve system performance and reduce downtime due to software defects
- Provides access to HPE technical resources for problem resolution

Service feature highlights

- Coverage window

- Escalation management
- HPE electronic remote support solution
- Access to electronic support information and services
- **Hardware:**
 - Remote problem diagnosis and support
 - Onsite hardware support
 - Replacement parts and materials
 - 4-hour onsite response
- **Software:**
 - Software support
 - Access to technical resources
 - Software features and operational support
 - Installation advisory support
 - License to use software updates
 - Software product and documentation updates
 - HPE recommended software and documentation updates method
 - Defective media retention (optional for eligible hardware products only)
 - Comprehensive defective material retention (optional for eligible hardware products only)
 - Preventive maintenance (optional for eligible hardware products only)
 - Additional named callers (optional for software support)

This data sheet is governed by HPE's current standard sales terms or, if applicable, the Customer's purchase agreement with HPE.

Specifications

Table 1. Service features

Feature Delivery specifications

The coverage window specifies the time during which the described services are delivered onsite or remotely.

The following coverage windows are available for eligible products:

- **24x7:** Service is available 24 hours per day, Monday through Sunday including HPE holidays. All coverage windows are subject to local availability. Contact a local HPE sales office for detailed information on service availability.

Coverage window

HPE has established formal escalation procedures to facilitate the resolution of complex problems. Local HPE management coordinates problem escalation by enlisting the skills of appropriate HPE resources to assist the Customer with problem-solving. For selected third-party software products for which HPE is providing software support and update services, HPE will follow the agreed-upon escalation processes established between HPE and the third-party vendor to assist with problem resolution.

Escalation management

For eligible products, the HPE electronic remote support solution provides robust troubleshooting and repair capabilities. It can include remote system access solutions and may offer a convenient central point of administration and an enterprise view of open incidents and history. An HPE support specialist will only use the remote system access with the Customer's authorization. The remote system access may enable the HPE support specialist to provide more efficient troubleshooting and faster problem resolution.

HPE electronic remote support solution

As part of this service, HPE provides the Customer with access to certain commercially available electronic and Web-based tools. The Customer has access to:

- Certain capabilities made available to registered users, such as downloading selected HPE software and firmware patches, subscribing to hardware-related proactive service notifications, and participating in support forums for solving problems and sharing best practices with other registered users
- Expanded Web-based searches of technical support documents, to facilitate faster problem-solving
- Certain HPE proprietary service diagnostic tools with password access
- A Web-based tool for submitting questions directly to HPE. The tool helps to resolve problems quickly with a pre-qualification process that routes the support or service request to the resource qualified to answer the question. The tool also allows the status of each support or service request submitted to be viewed, including cases submitted by telephone.
- HPE and third-party hosted knowledge databases for certain third-party products, where Customers can search for and retrieve product information, find answers to support questions,

participate in support forums, and download software patches. This service may be limited by third-party access restrictions.

- The Software Updates and Licensing portal, which provides the Customer with electronic access to receive, proactively manage, and plan for software product updates; access to the portal is through the HPE Support Center

Access to electronic support information and services

Hardware

Once the Customer has placed and HPE has acknowledged the receipt of a call as described in 'General provisions', HPE will work during the coverage window to isolate the hardware incident and to remotely troubleshoot, remedy, and resolve the incident with the Customer. Prior to any onsite assistance, HPE may initiate and perform remote diagnostics using electronic remote support solutions to access covered products, or HPE may use other means available to facilitate remote incident resolution.

HPE will provide telephone assistance for the installation of customer-installable firmware and Customer Self Repair parts during the service coverage window.

Regardless of the Customer's coverage window, incidents with covered hardware can be reported to HPE via telephone or Web portal, as locally available, or as an automated equipment reporting event via the HPE electronic remote support solutions 24 hours a day, 7 days a week. HPE will acknowledge the receipt by logging the call, assigning a case ID, and communicating that case ID to the Customer. HPE retains the right to determine the final resolution of all reported incidents.

Remote problem diagnosis and support

For hardware incidents that cannot, in HPE's judgment, be resolved remotely, an HPE authorized representative will provide onsite technical support on covered hardware products to return them to operating condition. For certain products, HPE may, at its sole discretion, elect to replace such products in lieu of repairing them. Replacement products are new or functionally equivalent to new in performance. Replaced products become the property of HPE.

Once an HPE authorized representative arrives at the Customer's site, the representative will continue to deliver the service, either onsite or remotely, at the discretion of HPE, until the products are repaired. Work may be temporarily suspended if parts or additional resources are required, but work will resume when they become available.

Work to completion may not apply to onsite support provided for desktop, mobile, and consumer products.

Onsite hardware support

This agreement is governed by HPE's current standard sales terms or, if applicable, the Customer's purchase agreement with HPE.

Repair is considered complete upon HPE verification that the hardware malfunction has been corrected or that the hardware has been replaced.

'Fix-on-Failure': In addition at time of onsite technical support delivery, HPE may:

- Install available engineering improvements to help the Customer ensure proper operation of the hardware products and maintain compatibility with HPE-supplied hardware replacement parts.
- Install available firmware updates defined by HPE as non-customer-installable that, in the opinion of HPE, are required to return the covered product to operating condition or to maintain supportability by HPE and for which the Customer has the required license to use, if applicable.

'Fix-on-Request': In addition, at customer request HPE will install during coverage hours critical firmware updates defined by HPE as non-customer-installable and for which the Customer has the required license to use, if applicable. Critical firmware updates are firmware updates recommended by the HPE product division for immediate installation.

Notwithstanding anything to the contrary in this document or HPE's current standard sales terms, HPE will, for select enterprise storage arrays and enterprise tape products, cover and replace defective or depleted batteries that are critical to the proper operation of the covered product.

HPE will provide HPE-supported replacement parts and materials necessary to maintain the covered hardware product in operating condition, including parts and materials for available and recommended engineering improvements. Replacement parts provided by HPE shall be new or functionally equivalent to new in performance. Replaced parts become the property of HPE.

Customers who wish to retain, degauss, or otherwise physically destroy replaced parts will be billed and required to pay the list price less any applicable discounts for the replacement part.

Supplies and consumable parts are not supported and will not be provided as part of this service; standard warranty terms and conditions apply to supplies and consumable parts.

Replacement parts and materials

For incidents with covered hardware that cannot be resolved remotely, HPE will use commercially reasonable efforts to respond onsite within the specified onsite response time.

An HPE authorized representative will arrive at the Customer's site during the coverage window to begin hardware maintenance service within four hours of the call having been received and acknowledged by HPE. Onsite response time specifies the period of time that begins when the initial call has been received and acknowledged by HPE, as described in 'General provisions.' The onsite response time ends when the HPE authorized representative arrives at the Customer's site, or when the reported event is closed with the explanation that HPE has determined it does not currently require an onsite intervention. Response times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window. All response times are subject to local availability. Contact a local HPE sales office for detailed information on service availability.

Note: HPE will periodically monitor spare parts availability and if needed will provide critical parts onsite i.e. 1 CPU, 1 disk, 1 power supply when parts appear to be depleted in the near future.

4-hour onsite response**Software**

Once a software problem is logged, an HPE Solution Center engineer will respond to the call within two hours. Calls received and answered outside this service coverage window will be logged the next day for which the Customer has a service coverage window (may vary by geographic location). HPE provides corrective support to resolve identifiable and customer-reproducible software product problems. HPE also provides support to help the Customer identify problems that are difficult to reproduce. In addition, the Customer receives assistance in troubleshooting problems and determining configuration parameters for supported configurations.

Software support

The Customer can access HPE technical resources via telephone, electronic communication, or fax (where locally available) for assistance in resolving software implementation or operations problems.

Access to technical resources

HPE provides information, as commercially available, on current product features, known problems and available solutions, and operational advice and assistance.

Software features and operational support

Limited advisory support is provided and is restricted to basic advisory assistance to the Customer who encounters difficulties while performing a software product installation or who needs advice on proper installation methods and updating of standalone applications. Limited advisory support for software products that are installed in a network environment is also provided. The scope of such advisory support is at HPE's discretion.

Exclusions to this advisory support include, but are not limited to, the following: any downloading of complete software packages or walking the Customer through an installation from start to finish. These services are available for an additional charge and can be purchased separately from HPE.

Installation advisory support

The Customer receives the license to use software updates to HPE or HPE-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the original HPE or original manufacturer software license terms.

The license terms shall be as described in the HPE software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service.

License to use software updates

As HPE releases updates to HPE software, the latest revisions of the software and reference manuals are made available to the Customer. For selected third-party software, HPE will provide software updates as such updates are made available from the third party, or HPE may provide instructions on how to obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Customer when required to download, install, or run the latest software revision.

Software product and documentation updates

This agreement is governed by HPE's current standard sales terms or, if applicable, the Customer's purchase agreement with HPE.

For most HPE software and selected HPE-supported third-party software, updates will be made available through the Software Updates and Licensing portal via the HPE Support Center. The Software Updates and Licensing portal provides the Customer with electronic access to receive and proactively manage software product and documentation updates.

For other HPE-supported third-party software, the Customer may be required to download updates directly from the vendor's website.

For HPE or HPE-supported third-party software and documentation updates, the recommended delivery method will be determined by HPE. The primary delivery method for software updates and documentation updates will be via download from the Software Updates and Licensing portal or third-party hosted website.

HPE recommended software and documentation updates method

Specifications

Table 2. Optional service features

Feature Delivery specifications

For eligible products, this service feature option allows the Customer to retain defective hard disk or eligible SSD/Flash drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention.

Defective media retention

In addition to defective media retention, this service feature option allows the Customer to retain additional components that have been designated by HPE as having data retentive capabilities, such as memory modules. All eligible data retentive components on a covered system must participate in the comprehensive defective material retention. The components that can be retained under this service feature are outlined in the document located at www.HPE.com/services/cdmr.

Comprehensive defective material retention

Optional features available only with HPE Contractual Services:

An HPE authorized representative visits the Customer's site at regularly scheduled intervals. For all products other than printers that require preventative maintenance service, the Customer shall call HPE to request and schedule a preventive maintenance visit at the agreed upon intervals. During the visit the HPE authorized representative will determine the level of checking that will be performed for preventive maintenance services such as diagnostics, checking error logs on covered systems to find potential hardware problems, and, if necessary, addressing mechanical or electronic system complaints and cleaning or replacing worn or defective parts or maintenance items.

The representative may also check for potential problems by inspecting cables and cable connections or visual status indicators of covered hardware, checking temperature and humidity levels and comparing them to vendors' recommendations, and installing applicable engineering improvements and firmware updates as required, in the opinion of HPE, to maintain the hardware product. The representative may provide a final report on the hardware's condition. Preventive maintenance services will be delivered between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding HPE holidays, regardless of the selected coverage window. Availability and deliverables may vary by region.

Preventive maintenance

Additional named callers Support for three named Customer callers is included with this service. The Customer can optionally purchase support for additional callers.

Service limitations

Software updates are not available for all software products. When this service feature is not available, it will not be included in this service.

For some products, software updates include only minor improved features. New software versions must be purchased separately.

This agreement is governed by HPE's current standard sales terms or, if applicable, the Customer's purchase agreement with HPE.

At the discretion of HPE, service will be provided using a combination of remote diagnosis and support, services delivered onsite, and other service delivery methods. Other service delivery methods may include the delivery via a courier of customer-replaceable parts such as a

keyboard, a mouse, other parts classified as Customer Self Repair parts, or an entire replacement product. HPE will determine the appropriate delivery method required to provide effective and timely Customer support.

If the Customer agrees to the recommended Customer Self Repair (CSR) and a CSR part is provided to return the system to operating condition, the onsite service level shall not apply. In those cases, HPE practice is to express ship Customer Self Repair parts that are critical to the product operation to the Customer location. For more details on the Customer Self Repair process and parts, please refer to www.HPE.com/go/selfrepair.

An onsite response time will not apply if the service can be delivered using remote diagnosis, remote support, or other service delivery methods described above.

For HPE point-of-sale (POS) systems and bundled product solutions such as retail solutions, kiosks, or carts, service may be provided onsite for the base unit only. Service for attached peripherals will be provided by shipping replacement parts or entire replacement products for Customer self-repair or installation by the technical courier delivering the part or product.

The following activities are excluded from this service:

- Backup and recovery of the operating system, other software, and data
- Operational testing of applications, or additional tests requested or required by the Customer
- Troubleshooting for interconnectivity or compatibility problems
- Support for network-related problems
- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by HPE
- Services required due to failure of the Customer to take avoidance action previously advised by HPE
- Services that, in the opinion of HPE, are required due to improper treatment or use of the product
- Services that, in the opinion of HPE, are required due to unauthorized attempts by non-HPE personnel to install, repair, maintain, or modify hardware, firmware, or software

Limitations to the defective media retention and comprehensive defective material retention service feature options

The defective media retention and comprehensive defective material retention service feature options apply only to eligible data retentive components replaced by HPE due to malfunction. They do not apply to any exchange of data retentive components that have not failed.

Data retentive components that are specified by HPE as consumable parts and/or that have exceeded the maximum supported lifetime and/or the maximum usage limit as set forth in the manufacturer's operating manual, the product QuickSpecs, or the technical data sheet are not eligible for the defective media retention or the comprehensive defective material retention service feature option.

Defective media retention service and comprehensive defective material retention service coverage for options designated by HPE as requiring separate coverage, if available, must be configured and purchased separately.

Failure rates on these components are constantly monitored, and HPE reserves the right to cancel this service with 30 days' notice if HPE reasonably believes that the Customer is overusing the defective media retention or comprehensive defective material retention service feature option (such as when replacement of defective data retentive components materially exceeds the standard failure rates for the system involved).

HPE SHALL HAVE NO OBLIGATION WHATSOEVER WITH RESPECT TO THE CONTENTS OF OR THE DESTRUCTION OF ANY DATA RETENTIVE COMPONENT RETAINED BY THE CUSTOMER. NOTWITHSTANDING ANYTHING IN HPE'S CURRENT STANDARD SALES TERMS OR THE TECHNICAL DATA SHEET TO THE CONTRARY, IN NO EVENT WILL HPE OR ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF OR MISUSE OF DATA UNDER THIS DEFECTIVE MEDIA RETENTION OR COMPREHENSIVE DEFECTIVE MATERIAL RETENTION SERVICE.

Travel zones

All response times for onsite hardware support apply only to sites located within 100 miles (160 km) of an HPE designated support hub. Travel to sites located within 200 miles (320 km) of an HPE designated support hub is provided at no additional charge. If the site is located more than 200 miles (320 km) from the HPE designated supported hub, there will be an additional charge. Travel zones and charges may vary in some geographic locations.

This agreement is governed by HPE's current standard sales terms or, if applicable, the Customer's purchase agreement with HPE.

Response times to sites located more than 100 miles (160 km) from an HPE designated support hub will have the following modified response times for extended travel:

Distance from an HPE designated support hub 4-hour response time service level

0–100 miles (0–160 km) 4 hours

101–200 miles (161–320 km) 8 hours

Beyond 200 miles (320 km) Established at time of order and subject to resource availability

Prerequisites

HPE, at its sole discretion, may require an audit on the covered products. If such an audit is required, an HPE authorized representative will contact the Customer, and the Customer will agree to arrange for an audit to be performed within the initial 30-day timeframe. During the audit, the HPE authorized representative will collect key system configuration information and perform an inventory of the covered products. The information gathered in the audit enables HPE to plan and maintain replacement part inventories at the appropriate level and location, and allows HPE to survey and troubleshoot possible future hardware incidents so that repairs can be completed as quickly and efficiently as possible. At the sole discretion of HPE, the audit may be performed onsite, via remote system access, via remote audit tools, or over the phone. In addition, HPE reserves the right to cancel the service contract if critical audit suggestions are not followed or the audit is not performed within the specified timeframe, unless the delay is caused by HPE.

For hardware onsite response time options, HPE strongly recommends that the Customer install and operate the appropriate HPE remote support solution, with a secure connection to HPE, in order to enable the delivery of the service. Please contact a local HPE representative for further details on requirements, specifications, and exclusions. If the Customer does not deploy the appropriate HPE remote support solution, HPE may not be able to provide the service as defined and is not obligated to do so. Additional charges will be applied for onsite installation of non-customer-installable firmware if the Customer does not deploy the appropriate HPE remote support solution when recommended and available. Installation of customer-installable firmware is the responsibility of the Customer. Additional charges will apply if the Customer requests that HPE install customer-installable firmware and software updates. Any additional charges to the Customer will be on a time-and-materials basis, unless otherwise previously agreed in writing by HPE and the Customer.

Service eligibility

- This service must be purchased for each system, processor, processor core, or end user in the Customer's environment that will require support.
- To be eligible to purchase this service, the Customer must be properly licensed to use a currently supported revision of the software at the time the Support Agreement coverage begins; otherwise, additional charges may be applied to bring the Customer into service eligibility.
- For certain third-party products, instead of purchasing an initial software product license, this service provides the Customer with the ability to download from a website, hosted by HPE or a third-party vendor, the current revision of the software and all software updates released during the Support Agreement period.

Customer responsibilities

If the Customer does not act upon the specified Customer responsibilities, at HPE's discretion, HPE or the HPE authorized service provider will i) not be obligated to deliver the services as described, or ii) perform such service at the Customer's expense at the prevailing time and material rates.

The Customer is responsible for installing, in a timely manner, critical customer-installable firmware updates, as well as Customer Self Repair parts and replacement products delivered to the Customer.

The Customer is responsible for registering to use HPE's electronic facility and maintaining their registration information in order to gain access to restricted product information and to receive proactive notification or other services available to the Customer.

This agreement is governed by HPE's current standard sales terms or, if applicable, the Customer's purchase agreement with HPE.

For hardware onsite response time options, HPE strongly recommends that the Customer install the appropriate HPE remote support solution—using a secure connection to HPE—and provide all the necessary resources according to the HPE remote support solution release notes in order to enable the delivery of the service and options. When an HPE remote support solution is installed, the Customer must also maintain the contact details configured in the remote support solution that HPE will use in responding to a device failure. Please contact a local HPE representative for further details on requirements, specifications, and exclusions.

In cases where Customer Self Repair parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time

period designated by HPE. In the event HPE does not receive the defective part or product within the designated time period or if the part or product is degaussed or otherwise physically damaged upon receipt, the Customer will be required to pay the HPE list price less any applicable discounts for the defective part or product, as determined by HPE. Upon HPE request, the Customer will be required to support HPE's remote problem resolution efforts.

The Customer will:

- Provide all information necessary for HPE to deliver timely and professional remote support and to enable HPE to determine the level of support eligibility
- Install customer-installable firmware updates and patches
- Start self-tests and install and run other diagnostic tools and programs
- Retain, and provide to HPE upon request, all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service
- Use all software products in accordance with current HPE software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service
- Take responsibility for acting upon software product updates and obsolescence notifications received from the HPE Support Center

The Customer is responsible for the security of the Customer's proprietary and confidential information. The Customer is responsible for properly sanitizing or removing data from products that may be replaced and returned to HPE as part of the repair process to ensure the safeguarding of the Customer's data. For more information on Customer responsibilities, including those outlined in the HPE Media Sanitization Policy and Media Handling Policy for Healthcare Customers, go to www.HPE.com/go/mediahandling.

If the Customer chooses to retain repair parts covered under the defective media retention and/or comprehensive defective material retention service feature option, it is the Customer's responsibility to:

- Retain physical control of the covered data retentive components at all times during support delivery by HPE; HPE is not responsible for data contained on the covered data retentive component
- Ensure that any Customer sensitive data on the covered data retentive component is destroyed or remains secure
- Have an authorized representative present to retain the defective data retentive component, accept the replacement component, provide HPE with identification information for each data retentive component retained hereunder, and, upon HPE request, execute a document provided by HPE acknowledging the retention of the data retentive component
- Destroy the retained data retentive component and/or ensure that it is not put into use again
- Dispose of all retained data retentive components in compliance with applicable environmental laws and regulations

For data retentive components supplied by HPE to the Customer as loaner, rental, or lease products, the Customer will promptly return the replacement components at the expiration or termination of support with HPE. The Customer will be solely responsible for removing all sensitive data before returning any such loaned, rented, or leased components or products to HPE, and HPE shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such components.

General provisions/Other exclusions

- Distribution of certain third-party software updates, license agreements, and license keys may be made directly from the third-party vendor to the Customer, as applicable.
- When this service is provided for a solution that is composed of multiple HPE and/or third-party products, software support will only be offered on updates that are made available for the solution by HPE.
- HPE will acknowledge a call by logging a case, communicating the case ID to the Customer, and confirming the Customer's incident severity and time requirements for commencement of remedial action. For events received via the HPE electronic remote support solutions, HPE is required to contact the Customer, determine the incident severity with the Customer, and arrange access to the system before the hardware onsite response time period can start. This agreement is governed by HPE's current standard sales terms or, if applicable, the Customer's purchase agreement with HPE statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty or condition, express or implied, in fact or in law. HPE shall not be liable for technical or editorial errors or omissions contained herein.

Incident severity is defined as:

- Severity 1—Critical Down: for example, production environment down; production system or production application down/at severe risk; data corruption/loss or risk; business severely affected; safety issues
- Severity 2—Critically Degraded: for example, production environment severely impaired; production system or production application interrupted/compromised; risk of reoccurrence; significant impact on business
- Severity 3—Normal: for example, non-production system (e.g., test system) down or degraded; production system or production application degraded with workaround in place; non-critical functionality lost; limited impact on the business
- Severity 4—Low: for example, no business or user impact

Services will be delivered and invoiced at the following locations:

Invoice address

County of Riverside-Sheriff Dept
PO #SHARC-SHAXXXXXXXXXX
Accounting & Finance Bureau
PO Box 512
Riverside, CA 92502-0512

Delivery address

County of Riverside- Sheriff Dept
7195 Alessandro Boulevard
Riverside, CA 92506

HPE offices

Responsibilities and Limitations

- Hazardous Environment. Customer will notify HPE if Customer uses Products in an environment that poses a potential health or safety hazard to HPE employees or subcontractors. HPE may require Customer to maintain such Products under HPE supervision and may postpone service until Customer remedies such hazards.
- Customer will be responsible for obtaining and delivering all third party hardware, software, and consulting services required by HPE to fulfill HPE's service delivery obligations under this agreement. Customer will be responsible for any third party product and/or service charges.
- Customer will assign a Project Sponsor for the duration of the delivery of the Services. Customer will maintain a separate backup system or procedure that is not dependent on the Products under support for the reconstruction of lost or altered Customer files, data, or programs.
- Services will be performed during HPE business working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, and after-hours, excluding HPE holidays.
- Services will be performed at HPE offices and at Customer's location.
- Handwritten or typewritten text (other than information specifically called for in the spaces provided) that purports to modify or supplement the printed text of this letter shall have no effect and shall not add to or vary the terms of this letter.

Payment and Pricing

FEES

Customer will pay HPE for Custom Support Services a Fixed Fee of \$120,716.40, plus applicable taxes.

SLA	System #	HWM List	HWM W/DISCT	HW NET	SWMList	SWM W/DISCT	SW NET	Total LIST
SP24	77468	\$ 36,652.00	\$ (713.04)	\$ 34,938.96	\$ 41,864.00	\$ (833.28)	\$ 40,830.72	\$ 75,769.68
SP24	77649	\$ 24,824.00	\$ (492.48)	\$ 24,131.52	\$ 21,240.00	\$ (424.80)	\$ 20,815.20	\$ 44,946.72
				\$ 59,070.48			\$ 61,645.92	\$ 120,716.40

Riverside Sheriff Dept's purchase order should reference the following:

Engagement ID: Riverside Custom Support for 77468/77649 0009744969 0009744973

Product Number PS-CS

Description: Custom Support SP24 for 2 NonStop systems

Fixed Fee:\$120,716.40, plus applicable taxes

Estimated Travel Expenses:0

Master Agreement #:4683

No services will be delivered beyond the monies available in the valid purchase order. Subject to availability of personnel, HPE will provide Professional Services only after receiving a new purchase order or addendum to the original purchase order before work can continue on this engagement.

Customer will reimburse HPE for any out of pocket expenses reasonably incurred by HPE in connection with the performance of the Professional Services, including travel, travel-related expenses, and/or material charges. These expenses, if any, have not been included in the price above. HPE will track and invoice such expenses using standard HPE travel and expense policies. For budgeting purposes, such expenses are estimated at \$0.00.

Payment is due within thirty (30) days from the date of invoice. Fees stated are exclusive of, and Customer shall pay all taxes, duties, levies, fees, or similar charges imposed on HPE or on the Customer by the authority (other than taxes imposed on HPE's income) relating to these Services and the delivery location. If a withholding tax is required by law, Customer must contact an HPE representative to discuss the appropriate procedures.

This Letter, unless signed by both parties will expire 30 days from date of issue.

Terms and Conditions

The Professional Services provided under this letter are governed by the Master Agreement doc #4683 between County of Riverside- Sheriff Dept and HPE. This document and governing Terms and Conditions, including any referenced exhibits and appendices, constitutes the entire agreement between HPE and County of Riverside-Sheriff Dept and supersedes any previous communications, representations, or agreements between the parties, whether oral or written, regarding transactions contemplated hereunder.

Approval and Signature

The following signature indicates Customer's acceptance of this letter and the governing Terms and Conditions. Customer's signature and a valid purchase order constitutes authorization for HPE to begin work as well as invoice Customer as described in this letter.

In addition to Customer's execution of this letter, HPE shall require a valid acceptable purchase order referencing this letter in order to begin to provide the Professional Services hereunder and the Customer represents that their execution of this letter is a binding commitment to purchase the Professional Services described herein.

However, in the event that Customer does not issue purchase orders as a matter of business practice, Customer hereby warrants and represents that: i) its signature on this letter authorizes HPE to provide the Professional Services hereunder, and ii) that Customer shall pay for Professional Services provided to Customer without the necessity of a purchase order, and iii) Customer will not contest payment for the provision of Professional Services hereunder due to the fact that no purchase order was issued.

This letter 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 to this letter 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 Agreement. The parties further agree that the electronic signatures of the parties included in this letter 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.

Delivery of this Professional Service is subject to satisfactory proof of Customer's ability to pay.

ATTEST:
KECIA R. HARPER, Clerk
 By *[Signature]*
DEPUTY

County of Riverside- Sheriff Dept

Hewlett Packard Enterprise

Karen S. Spiegel

Randy Ireland

Signature:

Agreed by:

KAREN SPIEGEL

Randy Ireland

Name:

Name:

CHAIR, BOARD OF SUPERVISORS

NonStop Solution Achitect

Title:

Title:

JUL 20 2021

June 17, 2021

Date:

Date:

Please sign two copies of this document and return both to HPE at the address below accompanied by your purchase order. Facsimile is acceptable. HPE will sign and return one copy to your attention.

Hewlett Packard Enterprise Company

Attention: Randy Ireland
 210 Vic Ln
 Swansboro, NC 28584
 408 455 4097

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 9/23/2021
 DATE
 LISA SANCHEZ

JUL 20 2021 3.30

Exhibit A

**Hewlett Packard
Enterprise**

Protected System Charges for the period of 01 JUN 21 through 31 MAY 22

Prices quoted are effective until 6/1/2021

Customer Name: RIVERSIDE COUNTRY

SLA	System #	HWM List	HWM W/DISCT	HW NET	SWM List	SWM W/DISCT	SW NET	Total LIST
SP24	77468	\$ 35,652.00	\$ (713.04)	\$ 34,938.96	\$ 41,664.00	\$ (833.28)	\$ 40,830.72	\$ 75,769.68
SP24	77649	\$ 24,624.00	\$ (492.48)	\$ 24,131.52	\$ 21,240.00	\$ (424.80)	\$ 20,815.20	\$ 44,946.72
				\$ 59,070.48			\$ 61,645.92	\$ 120,716.40

Agreement No: 4683 MUST BE REFERENCED ON PURCHASE ORDER

Quotation is subject to the existing RIVERSIDE COUNTRY/Hewlett Packard Enterprise Agreement #4683

Quote is based upon current customer contract pricing

Quote is based upon Product quantities for the system(s) shown above. Equipment additions, removals, or site inventory updates may affect the above pricing.

Hewlett Packard Enterprise reserves the right to withdraw support from hardware and software items which it no longer provides support with 90 days advance notice

Prices are exclusive of any taxes.

Exhibit A

Hewlett Packard Enterprise									
<u>Projected System Charges for the period of 01 JUN 21 through 31 MAY 22</u>									
<i>Prices quoted are effective until 6/1/2021</i>									
Customer Name: RIVERSIDE COUNTY System number: 77488									
Equipment Maintenance Charges									
Plan ID	Product	Description	From Date	Thru Date	Qty	Unit	Extension		
SP24	5344	NONSTOP GAT 160 TABLETOP DRIVE	6/1/2021	5/31/2022	1	\$ 19.00	\$	228.00	
SP24	CMB712-02	HP NONSTOP SAS HBA 6G R3	6/1/2021	5/31/2022	1	\$ 4.00	\$	48.00	
SP24	M2200P208	HP NS2200 2P 8GB MEM ADDON TO BUNDLE	6/1/2021	5/31/2022	1	\$ 918.00	\$	11,028.00	
SP24	M2282M8	HP NONSTOP NS2200-B 2P 8GB HW BUNDLE	6/1/2021	5/31/2022	1	\$ 1,788.00	\$	21,456.00	
SP24	M8331-6	HPE NONSTOP SINGLE PH UPS NAJPN R2	6/1/2021	5/31/2022	1	\$ 38.00	\$	456.00	
SP24	M8331-ER.M	NONSTOP EXTENDED RUN TIME MODULE R2	6/1/2021	5/31/2022	1	\$ 15.00	\$	180.00	
SP24	M8415-300	300GB 15K SAS 6G SFF HDD	6/1/2021	5/31/2022	12	\$ 8.00	\$	1,152.00	
SP24	M90110	HP NONSTOP 42U RACK SIDE PANEL KIT	6/1/2021	5/31/2022	1	\$ 48.00	\$	576.00	
SP24	M90112	HPE NONSTOP 42U RACK SIDE PANEL KIT	6/1/2021	5/31/2022	1	\$	\$		
SP24	M90210	HPE NONSTOP INTELLIGENT EXT BAR	6/1/2021	5/31/2022	4	\$ 7.00	\$	336.00	
SP24	M90230	HPE NONSTOP NAJPN 1PH INTELGNT PDU	6/1/2021	5/31/2022	2	\$ 8.00	\$	192.00	
Total Charges:							\$	35,652.00	
DISCOUNTS									
Hardware Support Discount 2%							\$	(713.04)	
HW Discount total							\$	(713.04)	
Equipment Maintenance Total:							\$	34,938.96	
Software Maintenance Charges									
Plan ID	Product	Description	From Date	Thru Date	Qty	Unit	Extension		
SP24	Q9086	MEASURE	6/1/2021	5/31/2022	4	\$ 11.00	\$	528.00	
SP24	QSA44V1	REMOTE DATABASE FACILITY/MPX	6/1/2021	5/31/2022	4	\$ 35.00	\$	2,840.00	
SP24	CSA57	EXPAND	6/1/2021	5/31/2022	4	\$ 25.00	\$	1,200.00	
SP24	QSB81	COBOL/BS RUNTIME FOR TNS	6/1/2021	5/31/2022	4	\$ 7.00	\$	336.00	
SP24	QSD89	ATP6100 WANPRINT	6/1/2021	5/31/2022	4	\$ 7.00	\$	336.00	
SP24	QSJ70V5	WEB VIEWPOINT	6/1/2021	5/31/2022	4	\$ 21.00	\$	1,008.00	
SP24	QSJ72V3	ITP ACTIVE TRANSACTION PAGES	6/1/2021	5/31/2022	4	\$ 37.00	\$	1,776.00	
SP24	QSJ89V6	NONSTOP SERULETS FOR JSP 6 UPDATE 5	6/1/2021	5/31/2022	4	\$ 24.00	\$	1,152.00	
SP24	QSJ96V6	NONSTOP SERVER FOR JAVA 6.0	6/1/2021	5/31/2022	4	\$ 5.00	\$	240.00	
SP24	QSI98	ITP SECURE WEBSERVER, DOMESTIC	6/1/2021	5/31/2022	4	\$ 5.00	\$	240.00	
SP24	QSN01	NONSTOP OS, MISSION CRITICAL EDITION	6/1/2021	5/31/2022	4	\$ 180.00	\$	7,860.00	
SP24	QSN51	NS OS SECURITY ENHANCEMENT J SER	6/1/2021	5/31/2022	4	\$ 18.00	\$	864.00	
SP24	QSR78	PATHWAY WITH TS/MP (ACS)	6/1/2021	5/31/2022	4	\$ 204.00	\$	9,752.00	
SP24	QSR90	NONSTOP SQL	6/1/2021	5/31/2022	4	\$ 289.00	\$	13,872.00	
Total Charges:							\$	41,664.00	
DISCOUNTS									
Software Support Discount 2%							\$	(833.28)	
SW Discount total							\$	(833.28)	
Software Maintenance Total:							\$	40,830.72	
Agreement No: 4683 MUST BE REFERENCED ON PURCHASE ORDER									
Quotation is subject to the existing RIVERSIDE COUNTRY/Hewlett Packard Enterprise Agreement #4683									
Quote is based upon current customer contract pricing									
Quantities are based upon Product quantities for the system(s) shown above. Equipment additions, removals, or site inventory updates may affect the above pricing.									
Hewlett Packard Enterprise reserves the right to withdraw support from hardware and software items which if no longer provides support with 90 days advance notice.									
Prices are exclusive of any taxes.									

Exhibit A

**Hewlett Packard
Enterprise**

Projected System Charges for the period of 01 JUN 21 through 31 MAY 22

Prices quoted are effective until 6/1/21

Customer Name: RIVERSIDE COUNTY
System number: 77469

Equipment Maintenance Charges

Plan ID	Product	Description	From Date	Thru Date	Qty	Unit	Extension
SP24	5344	NONSTOP DAT160 TABLETOP DRIVE	6/1/2021	5/31/2022	1	\$ 19.00	\$ 228.00
SP24	CM8712-02	HP NONSTOP SAS HBA 6G R3	6/1/2021	5/31/2022	1	\$ 4.00	\$ 48.00
SP24	M22B2M8	HP NONSTOP NS2200-B 2P 8GB HW BUNDLE	6/1/2021	5/31/2022	1	\$ 1,788.00	\$ 21,456.00
SP24	M8331-6	HPE NONSTOP SINGLE PH UPS NA/JPN R2	6/1/2021	5/31/2022	1	\$ 38.00	\$ 456.00
SP24	M8331-ERM	NONSTOP EXTENDED RUN TIME MODULE R2	6/1/2021	5/31/2022	1	\$ 15.00	\$ 180.00
SP24	M8415-300	300GB 15K SAS 6G SFF HDD	6/1/2021	5/31/2022	12	\$ 8.00	\$ 1,152.00
SP24	M90110	HP NONSTOP 42U INTELLIGENT RACK	6/1/2021	5/31/2022	1	\$ 48.00	\$ 576.00
SP24	M90112	HPE NONSTOP 42U RACK SIDE PANEL KIT	6/1/2021	5/31/2022	1	\$ -	\$ -
SP24	M90210	HPE NONSTOP INTELLIGENT EXT BAR	6/1/2021	5/31/2022	4	\$ 7.00	\$ 336.00
SP24	M90230	HPE NONSTOP NA/JPN 1PH INTELIGNT PDU	6/1/2021	5/31/2022	2	\$ 8.00	\$ 192.00
Total Charges:							\$ 24,624.00

DISCOUNTS

Hardware Support Discount 2%	\$ (492.48)
HW Discount total	\$ (492.48)
Equipment Maintenance Total:	\$ 24,131.52

Software Maintenance Charges

Plan ID	Product	Description	From Date	Thru Date	Qty	Unit	Extension
SP24	Q9086	MEASURE	6/1/2021	5/31/2022	2	\$ 11.00	\$ 264.00
SP24	QNTS01V1	NONSTOP TIME SYNC - NONSTOP EDITION	6/1/2021	5/31/2022	2	\$ 5.00	\$ 120.00
SP24	QSA44V1	REMOTE DATABASE FACILITY/IMPX	6/1/2021	5/31/2022	2	\$ 55.00	\$ 1,320.00
SP24	QSA57	EXPAND	6/1/2021	5/31/2022	2	\$ 25.00	\$ 600.00
SP24	QSB79	C COMPILER FOR TNS	6/1/2021	5/31/2022	2	\$ 7.00	\$ 168.00
SP24	QSB80	COBOL85 COMPILER FOR TNS	6/1/2021	5/31/2022	2	\$ 17.00	\$ 408.00
SP24	QSD89	ATP6100 WANPRINT	6/1/2021	5/31/2022	2	\$ 7.00	\$ 158.00
SP24	QSJ70V5	WEB VIEWPOINT	6/1/2021	5/31/2022	2	\$ 21.00	\$ 504.00
SP24	QSJ72V3	ITP ACTIVE TRANSACTION PAGES	6/1/2021	5/31/2022	2	\$ 37.00	\$ 888.00
SP24	QSJ88V6	NONSTOP SERVLETS FOR JSP 6 UPDATE 5	6/1/2021	5/31/2022	2	\$ 24.00	\$ 576.00
SP24	QSJ96V6	NONSTOP SERVER FOR JAVA 6.0	6/1/2021	5/31/2022	2	\$ 5.00	\$ 120.00
SP24	QSN01	NONSTOP OS, MISSION CRITICAL EDITION	6/1/2021	5/31/2022	2	\$ 160.00	\$ 3,840.00
SP24	QSN51	NS OS SECURITY ENHANCEMENT J SER	6/1/2021	5/31/2022	2	\$ 18.00	\$ 432.00
SP24	QSR78	PATHWAY WITH TS/MP (ACS)	6/1/2021	5/31/2022	2	\$ 204.00	\$ 4,096.00
SP24	QSR90	NONSTOP SQL	6/1/2021	5/31/2022	2	\$ 289.00	\$ 6,338.00
Total Charges:							\$ 21,240.00

DISCOUNTS

Software Support Discount 2%	\$ (424.80)
SW Discount total	\$ (424.80)
Software Maintenance Total:	\$ 20,815.20