

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



ITEM: 3.83
(ID # 22191)

MEETING DATE:
Tuesday, June 27, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Professional Services Agreement for the software upgrade and maintenance service of the Jail Information Management System with Veryant LLC without Seeking Competitive Bids for five (5) Years and Authorize the Chair of the Board to sign the Agreement on behalf of the County. All Districts; [Total Cost – \$613,000; Up to \$61,300 in additional compensation; 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Services Agreement for the software upgrade and maintenance service of the Jail Information Management System with Veryant LLC without seeking competitive bid for a total aggregate amount of \$613,000 to be paid through June 30, 2028, and authorize the Chair of the Board of Supervisors to sign the Agreement on behalf of the County; and
2. Authorize Purchasing Agent, in accordance with Ordinance 459, based on availability of fiscal funding and as approved as to form by County Counsel, to sign amendments to the Agreement that do not change the substantive terms of the Agreement, including changes to the compensation provision that do not exceed ten (10) percent of the total aggregate Agreement amount.

ACTION:

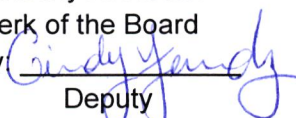

Matthew Jimenez 6/13/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$498,000	\$23,000	\$ 674,300	\$0
NET COUNTY COST	\$498,000	\$23,000	\$ 674,300	\$0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment:	No
			For Fiscal Year:	22/23 – 27/28

C.E.O. RECOMMENDATION: Approve

BR# 23-085

BACKGROUND:

Summary

Riverside County is the fourth largest county in the state of California covering over 7,300 square miles, extending from Corona to Blythe. The County has seen an increase in population, and as of 2020 census, the population has grown to more than 2.4 million, ranking the County as fourth in population growth among California's counties. The Riverside County Sheriff's Office (RSO) operates and manages five jails throughout the County.

These five jails housed an average of 3,511 inmates monthly and process an average of 49,742 bookings per year. To manage the inmate population, RSO relies on the Jail Information Management System (JIMS) to efficiently track and process inmates from booking to release. The system aids in tracking inmate locations throughout multiple jail facilities, retains individuals' booking and release dates, centralizes access to inmate medical records and special needs, organizes cell distribution, visitations, property, money, and provides updated information on jail populations. JIMS is a critical system used daily with over 5,500 end users, and it is utilized not only by the Sheriff's Office, but by every municipality, federal, state, and tribal law enforcement agency in Riverside County. JIMS is an essential system to manage, track and care for the inmate population, ensuring RSO meets all federal and state mandates for correction operations.

On August 16, 2011 (3.82), the Board approved the software purchase that was integrated into the JIMS to comply with the AB 109 realignment program. The purchase included professional services, licensing, and maintenance of the software. In 2012, Veryant LLC purchased the proprietary rights to the software codes and became the sole vendor of the product and maintenance provider for the code that is still in use in JIMS.

JIMS is used 24/7 and is maintained and supported by in-house Sheriff's Technical Services Bureau (TSB) staff. Over the years, aspects of the system were upgraded to allow for additional features and new interface options to support the growing needs of the Office. The current JIMS's Unix operating system is approaching end-of-life and will no longer be supported at the end of 2025. The current contract with Veryant, LLC is for software maintenance support, thus the request is for software upgrade, version update, and database conversion that is needed to

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

modernize the application and improve the end-user experience. The upgrade will bring JIMS to the current industry standard and allow RSO to continue providing instant access to inmate information.

Price Reasonableness

The cost of the system upgrade totals \$498,000 and this upgrade will extend the life cycle of the JIMS application for another 5-7 years. The project timeline per the scope of services will take approximately one year to complete from start to implementation. The database upgrade will allow end users to pull custom reports as needed, freeing up developer time and increasing the overall operational efficiency.

Project Phase	Description	Timeline	Cost
Product Cost	Software products		\$ 83,000
Phase 1 and 2	Architecture and replacing Java Web	6 months	\$ 240,000
Phase 3	Improve JIMS user interface	3 months	\$ 100,000
Phase 4	Moving from HP/UX to Linux	2 months	\$ 60,000
Training		10 days	\$ 15,000
Total Cost			\$ 498,000

The current sole source justification ID# 17-209 for the annual software maintenance cost for JIMS is \$23,000, and therefore the five-year renewal cost will total \$115,000. This brings the upgrade and total five-year maintenance cost to \$613,000.

In addition, RSO would like to request for a 10% contingency in the amount of \$61,300 to account for any unforeseen maintenance support services needed. The software upgrade, maintenance support, and 10% contingency amount will bring the total request to \$674,300.

Impact on Residents and Businesses

The fundamental goal of every jail and prison is to maintain a safe and secure environment for staff, inmates, and visitors. The JIMS software upgrade will support jail the operations by ensuring the facilities are properly managed, and instant access to inmate information will increase accountability.

Attachments

- Approved H-11
- Sole source justification
- Professional Services Agreement

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

Meghan Hahn
Meghan Hahn, Deputy Director of Procurement 6/12/2023

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 6/19/2023

Jim Smith
Jim Smith, Chief Information Officer 6/12/2023

Michael C. Thomas
Michael C. Thomas 6/9/2023

PROFESSIONAL SERVICE AGREEMENT

for

Jail Management System Upgrade

between

COUNTY OF RIVERSIDE

and

Veryant LLC



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	
2. Period of Performance	
3. Compensation	
4. Alteration or Changes to the Agreement	
5. Termination.....	
6. Ownership/Use of Contract Materials and Products	
7. Conduct of Contractor	
8. Inspection of Service: Quality Control/Assurance	
9. Independent Contractor/Employment Eligibility.....	
10. Subcontract for Work or Services.....	
11. Disputes	
12. Licensing and Permits	
13. Use by Other Political Entities.....	
14. Non-Discrimination	
15. Records and Documents	
16. Confidentiality	
17. Administration/Contract Liaison	
18. Notices	
19. Force Majeure.....	
20. EDD Reporting Requirements	
21. Hold Harmless/Indemnification.....	
22. Insurance	
23. General	
Exhibit A-Scope of Service	
Exhibit B- Payment Provisions	

This Agreement, made and entered into by and between Veryant, a LLC, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

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

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

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2028 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed a total aggregate amount of six hundred three thousand (\$613,000) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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

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

Technical Services Bureau
1500 Castellano Road
Jurupa Valley CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-92045-008-06/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

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

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

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

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

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

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

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

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

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

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department
4095 Lemon Street, 3rd floor
Riverside CA 92501
Attn: Purchasing Unit

CONTRACTOR

Veryant LLC
6390 Greenwich Dr Ste 255
San Diego Ca 92122

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

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

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

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Insurance Requirements for IT Contractor Services: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured

retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

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

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

23. General

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

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

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

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

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

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

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

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

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

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

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

23.12 This Agreement and any subsequent amendment(s) 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 Agreement. 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.

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

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

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

Veryant LLC

By: [Signature]
Kevin Jeffries, Chair
Board of Supervisors

By: Marilyn Prince
Name:
Title:

Dated: 4/27/23

Marilyn Prince
Dated: Manager - North American Division
June 9, 2023

ATTEST:
Kimberly Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: [Signature]
Michael Thomas
Deputy County Counsel

JUN 27 2023 3.83

EXHIBIT A
SCOPE OF SERVICES

This Statement of Work ("Statement of Work") for Riverside County Sheriff ("County"), constitutes a Statement of Work pursuant to the Master Services Agreement ("the Agreement") dated 1st day of December, 2011, by and between Veryant, Inc. and Riverside County Sheriff. This Statement of Work is hereby incorporated into the Agreement and is expressly made subject to all of the terms and conditions set forth therein. To the extent that there is any inconsistency between the Agreement and this Statement of Work, the Agreement shall control except as expressly provided herein to the contrary.

Project Description:

- Migrate vision ISAM data to MS SQL Server while maintaining performance within a 10% - 20% variance compared to current levels,
- Give users the ability to use the JIMS application from a web browser or thin client without the current problems present in JWS,
- Modernize the user interface and program capabilities in strategic areas of the current application, and
- Migrate off of the HP/UX, which is ending support of their platform in 2025

Phase 1 – Move data to MSSQL

Phase 1 will move current data stored in Vision flat indexed file format to a MS SQL Server database. This will include:

- 1.1 Normalizing the data by applying efd directives to rename and group data fields as needed.
- 1.2 Identifying and deleting duplicate and invalid data
- 1.3 Moving data to MS SQL running on a Linux server
- 1.4 Adjusting the Axis web service code if needed to access the MSSQL tables instead of the current Vision files
- 1.5 Evaluating and implementing the best MSSQL replacement for the file and record locking currently used in the JIMS application.
- 1.6 Converting all CGI programs to servlets that will use the MSSQL data

Veryant techs will ensure a performance equivalence within a 10-20% margin for all programs, both user interfacing and batch programs. For COBOL programs that run with an initial performance degradation over 10-20%, we will adopt one or both of the following adjustments:

1.7 Rewrite the COBOL file I/O using embedded SQL to achieve the same logic and result as the existing code

1.8 Move the program to the Linux machine and call it remotely using isCOBOL RPC, removing the network traffic from the program's processing RSCO will be responsible for validating the migrated solution to locate any different or unexpected behavior.

1.9 RSO will provide remote access to the system to allow Veryant the capability of providing support remotely. Vendor will sign the RIVERSIDE COUNTY INFORMATION TECHNOLOGY VPN Access Agreement in order to obtain access.

1.10 Training will be onsite located at 1500 Castellano Road Jurupa Valley CA 92509

2.0 Phase 2- Replacing Java Web Start with Thin Client and WebClient

Phase 2 will replace the current Java Web Start (JWS) method of running the JIMS application with a combination of Thin Client and WebClient connections. Veryant will:

2.1 Implement a JWS-like initial installation process of the thin client, with future updates done with isCOBOL's ISUPDATE utility

2.2 Clean up any code problems as they are found, and

2.3 Address any printing considerations that may arise because of the different environment

Veryant will do basic testing on JIMS with WebClient, though Riverside's IT department will need to verify that JIMS works correctly when running in the WebClient and let us know if it doesn't, so we can fix the problem.

2.4 Veryant will provide specifications for memory and CPU requirements for the Windows Server machine to the hardware vendor

2.5 Phase 2 adds one or more Windows servers to the environment to run the WebClient services and allow tablets and phones to connect to the JIMS application

3.0 Phase 3 – Improve JIMS user Interface

JIMS needs a touch-up to become more modern and usable. We will do this while keeping user

productivity stable, and regularly monitor the user's opinion and needs to make sure our improvements are user-centric and relevant

3.1 Fix the Classification Notes that are currently so hard to search, read, and print. We'll add searching, scrolling, spell check, printing to either a printer, a pdf document, or preview to the screen, and read aloud and dictate functionality

3.2 The look and feel of the current screens will be modernized, and every screen will get a screen-specific help system

3.3 Some programs would benefit from a user-specific note system, and we'll add sticky notes to those programs

3.4 Each screen will be resizable with zoom to increase the font and field size

3.5 The menu will get an overhaul to give it an updated look and better usability

3.6 There are a lot of screens with data that would look better in a grid, we'll add those grids and the ability to export the data to Excel

4.0 Phase 4 – Moving from HP/UX to Linux

The final phase is to move off of the HP/UX and relocate everything to a Linux server. In addition to moving the JIMS application, we'll need to make sure other tasks that are done by the HP/UX are handled by the Linux server. These include:

4.1 The Mail Utility

4.2 The Axiar Print system

4.3 The Process Scripts

RCSO will test and adjust the scripts as needed, and Veryant will handle the rest. We intend to move the users to the Linux progressively, 100 users at a time, so that the size of the Linux machine can be monitored and adjusted as users are added. Veryant will work with the hardware vendor and follow their advice on the size of the Linux machine(s) to match the HP/UX's power.

Licensing

All software licenses and support services for products required under this Statement of Work including, without limitation, any Veryant, LLC or third-party products, shall be licensed or provided under separate agreement(s) and shall be paid for in accordance with the terms set forth therein. In addition, nothing in this Statement of Work shall be construed to alter the terms and conditions of such separate agreement(s).

EXHIBIT B
PAYMENT PROVISION

Project Phase	Description	Timeline	Cost
Product Cost	Software products		\$ 83,000
Phase 1 and 2	Architecture and replacing Java Web	6 months	\$ 240,000
Phase 3	Improve JIMS user interface	3 months	\$ 100,000
Phase 4	Moving from HP/UX to Linux	2 months	\$ 60,000
Training		10 days	\$ 15,000
Total Cost			\$ 498,000

The current sole source justification ID# 17-209 for the annual software maintenance cost for JIMS is \$23,000, and therefore the five-year renewal cost will total \$115,000. This brings the upgrade and total five-year maintenance cost to \$613,000.

Home > Ticket Form

Policy H-11 Technology Procurement for SHERIFF

Work Activities

Please click the Paperclip to add attachments



Please use the box below to send a message to the Assignment group working your ticket. You can request an update, send further clarifications or even request addition of other staff members to the watchlist (The watchlist members get notifications upon changes to the ticket status).

Type your message here to send an update for your

Send Message

Stephanie Mora Ponce

14d ago

Riverside_SOW_1_12_2023.pdf

162 KB

Stephanie Mora Ponce

14d ago

RITM0263576 Created

Your request has been submitted

Number

RITM0263576

State

Closed Complete

Created

14d ago

Updated

7d ago

Hide Request Description

Requested for:

Stephanie Mora Ponce

Department:

SHERIFF

Approving

Supervisor/Manager:

Adam Vallejo

Alternate Contact:

Teresa McGuire

Requested Purchase:

JIMS UPGRADE

Describe Requested Purchase:

The Riverside County Sheriff's Department requests to update the outdated Jail Information Management System (JIMS) application and purchase professional services from Veryant LLC. The vendor will assist department IT personnel



Riverside County Sheriff's Department

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

Date: June 8, 2023
From: Claudia Preciado – Deputy Director Admin Svcs.
To: Board of Supervisors
Via: Lieutenant Adam Vallejo, Technical Services Bureau
Subject: Single Source Procurement; JIMS Application Platform Upgrade

The below information is provided in support of my Department requesting approval for a sole or single source.

1. **Supplier being requested:** Veryant LLC
2. **Vendor ID:** 108315
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**
 Yes **No**
 SSJ# 17-209
- 4a. **Was the request approved for a different project?**
 Yes **No**

5. **Supply/Service being requested:**
The Riverside County Sheriff's Department requests to update the outdated Jail Information Management System (JIMS) application and purchase professional services from Veryant LLC. The vendor will assist department IT personnel with the following tasks:
 - Modernize the database management system by migrating vision ISAM data to MS SQL Server while maintaining performance within a 10% - 20% variance compared to current levels
 - Give users the ability to use the JIMS application from a web browser or thin client without the current problems present in java web start
 - Modernize the user interface and program capabilities
 - Migrate off the HP/UX, which is ending support of their platform in 2025
 - Upgrade software to the 2023 version

6. Unique features of the supply/service being requested from this supplier.

The Sheriff's Department is dedicated to maintaining county jails, its systems, and treating prisoners committed to those facilities in a fair and humane manner. The five jails operated by the Sheriff's Department housed an average of 3,511 inmates and completed an average of 49,742 bookings per year. The jails and subsequently JIMS, are utilized not only by the Sheriff's Department but by every municipality, federal, state, and tribal law enforcement agency in Riverside County.

JIMS is the primary application used in the jail facilities utilized daily by its' 5754 end users. The application tracks inmate booking, visiting, medical needs, property, money, time served calculation, and court history. The application produces the daily master court calendar for all inmates, is used to track inmates' special needs requests and use to ensure the department meets all federal and state mandates for corrections operations. The application interfaces with county and state entities that rely on the information for daily reporting.

In 2011, the Sheriff's Department purchased software to be integrated into JIMS to comply with AB109. The purchase included professional services, licensing, and maintenance of the propriety software. In 2012, Veryant LLC purchased the propriety rights to the software code and became the sole vendor of the product and maintenance provider of the code that is still in use in JIMS.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

The JIMS application is used 24- hours a day, 7 days a week. This critical application is maintained in-house by a staff of two-fulltime and one-part time Sheriff's Department application developers. The specific skill set, and the amount of time needed to complete the upgrade is beyond what the current sheriff staff can provide. By contracting with Veryant, we can ensure the project will be completed accurately, on-time, within budget, and allow sheriff staff to continue to support the current JIMS application and end users.

The software upgrade, version update, and database conversion will modernize the application and improve the end users experience while using the application. The current Unix operating system is going end of life and no longer supported at the end of 2025. The timeline provided in the scope of work by Veryant is 12 months from the start of implementation. The database upgrade will allow end users to pull custom reports themselves, freeing up developer time and increasing operational efficiency.

In addition, the upgrade will include:

- A web browser feature, which will allow end users to access JIMS on mobile devices like cellular telephones and tablets.
- Advanced search, scrolling, spell check, printing to printer or PDF or preview, read aloud and dictate functionality will be added to classification notes.
- The look and feel of the current screens will be modernized, and every screen will get a screen-specific help system
- Programs would get a user-specific note system, and sticky notes will be added to those programs
- Each screen will be resizable with zoom to increase the font and field size
- The menu will get an overhaul to give it an updated look and better usability
- Ability to export the data to Excel

By doing the upgrade we can expect to extend the life cycle of the JIMS application for another 5-7 years.

The software upgrade, database conversion, and professional services requested from Veryant LLC are necessary to assist Sheriff Technical Services Bureau programming staff in upgrading, configuration, testing, and installing the Veryant isCOBOL software for the JIMS system. The requested services provide direct vendor access to create and deploy necessary JIMS interfaces with other Sheriff Department applications.

8. **Period of Performance:** From: June 1, 2023 to June 30, 2028
 (total number of years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
One-time Costs:							
<i>JIMS Application Upgrade - software</i>	\$83,000						\$83,000
<i>P1 and P2: Architecture and replacing Java Web</i>	\$240,000						\$240,000
<i>P3. Improve JIMS user interface</i>	\$100,000						\$100,000
<i>P4. Moving from HP/UX to Linux</i>	\$60,000						\$60,000
<i>Training</i>	\$15,000						\$15,000
Ongoing Costs:							
Code support/maint. SSJ# 17-209		23,000	23,000	23,000	23,000	23,000	\$115,000
Sub Total	\$498,000	23,000	23,000	23,000	23,000	23,000	\$613,000
Contingency 10%							\$61,300
Grand Total							\$674,300

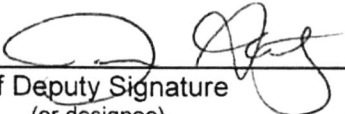
10.

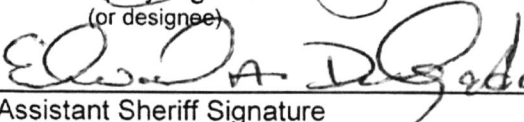
Price Reasonableness: Veryant reduced the cost of the system software upgrade to \$498,000. The price offered to the department aligns with discounted pricing offered to other government agencies in California. The application is customized specifically to the needs of the Sheriff's Department. This upgrade will extend the life cycle of the JIMS application for another 5-7 years. The project timeline per the scope of services will take approximately one year to complete from start to implementation. The database upgrade will allow end users to pull custom reports as needed, freeing up developer time and increasing the overall operational efficiency.

The annual software maintenance cost for JIMS is \$23,000, and therefore the five-year renewal cost will total \$115,000, bringing the total five-year cost to \$613,000. Veryant has

continued to provide and honor the annual renewal of \$23,000 for the last five years. The vendor has agreed to extend the existing renewal cost and avoid a price increase for the department resulting in cost savings for the next five years. Additionally, the department would like to request a 10% contingency in the amount of \$60,300 for any unforeseen maintenance support services needed. The software upgrade, maintenance support, and 10% contingency brings the total to \$674,300.

11. Projected Board of Supervisor Date (if applicable): June 26, 2023


Chief Deputy Signature (or designee) JAMES ARMSTRONG 6-9-23
Print Name Date


Assistant Sheriff Signature (or designee) EDWARD A. DELGADO 6/9/23
Print Name Date


Department Head Signature (or designee) Claudia Pineda-Arroyo 6/9/2023
Print Name Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Condition/s:

Not to exceed:
 One-time \$ _____
 Annual Amount \$ _____ / per fiscal year through _____ (date)
(If Annual Amount Varies each FY)
FY 2223 : \$ 498,000
FY 2324 : \$ 23,000
FY 2425 : \$ 23,000
FY 2526 : \$ 23,000
FY 2627 : \$ 23,000
FY 2728 : \$ 23,000


Suzanna Hinckley,
Assistant Director

06/09/2023

23-228

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)