ITEM: 3.88
(ID # 20525)
MEETING DATE:
Tuesday, June 27, 2023

FROM :   SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve CentralSquare's, DBA TriTech Software Systems, Records Management System (RMS) annual software maintenance and support for Five Years without Seeking Competitive Bids and Authorize the Chairman of the Board to Sign the Agreement on Behalf of the County. All Districts; [Total Cost - $1,644,192; Up to $15,000 in additional compensation; 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve CentralSquare's, DBA TriTech Software Systems, Records Management System (RMS) annual software maintenance and support for an additional 5-years (FY22/23 through FY26/27) without seeking competitive bids for a total aggregate amount of $1,644,192, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

ACTION:Policy

Matthew Jimenez
Matthew Jimenez   6/20/2023

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:	Shreiff

Kimberly A. Rector
Clerk of the Board
By: *Cindy Sanchez*
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 297,557	$ 312,435	$ 1,659,192	$ 0
NET COUNTY COST	$ 297,557	$ 312,435	$ 1,659,192	$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 26/27	

C.E.O. RECOMMENDATION: Approve

3.31, 11/19/2019
BR# 23-048

BACKGROUND:

Summary

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

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

The RMS database software is an integral part of law enforcement and criminal justice system in Riverside County and for the State of California's DOJ CLETS network. Since RSO anticipates on replacing and implementing a new RMS system within the next five years, the Office is requesting to continue with the current vendor for the software maintenance and support until the new system goes live.
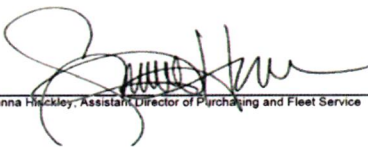
Price Reasonableness

The software maintenance and support cost for the first year is $297,557, and the total 5-year maintenance support cost is $1,644,192. This cost reflects a negotiated rate increase of 5% per year. This pricing structure is similar to the previous Form 11 approved on November 19, 2019 (Minute Item 3.31). The maintenance and support cost includes addressing application errors, client support, designated technical account manager, monthly status reports, support backup schedules, updates to National Crime Information Center (NCIC), National Incident Based Reporting System/Uniform Crime Reporting (NIBRS/UCR) and National Fire Incident Reporting System (NFIRS) source codes, Database Analyst (DBA) support, and System Administrator (SA) support and version management program updates. In addition, the request includes a contingency of $15,000 to cover any unforeseen emergencies or additional support services. The total 5-year cost with the contingency amount total $1,659,192.

Impact on Residents and Businesses

An operable RMS system is mandatory for law enforcement purposes and criminal justice usage. Without a reliable RMS system both public safety and officer safety is jeopardized, law enforcement and criminal justice agencies are unable to address investigations and prosecutions. Due to the Sheriff's 24/7/365-day operation, an inoperable RMS system would severely cripple the functionality of the operations as well as surrounding agencies that depend on CLETS/RMS.

Attachments

Approved H-11
Sole Source Justification
Software Support Agreement

Suzanna Hinckley, Assistant Director of Purchasing and Fleet Service	6/19/2023	Rebecca S Cortez, Principal Management Analyst	6/20/2023
Kristine Bell-Valdez, Supervising Deputy County Counsel	6/19/2023	Darryl Polk, Chief Technology Office	6/19/2023

CENTRALSQUARE

TECHNOLOGIES

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
www.CentralSquare.com

SOFTWARE SUPPORT AGREEMENT

TRITECH SOFTWARE SYSTEMS

JUN 27 2023 3.88

CENTRAL SQUARE
TECHNOLOGIES

Client: County of Riverside, on behalf of Riverside Sheriff's Department
Address: 1500 Castellano Road
City, State, Zip: Riverside, CA 92509
Phone: (951) 955-2400
Contact Name: Stephanie Ponce

This Software Support Agreement (this "Agreement") is made by and between TriTech Software Systems, a wholly owned subsidiary of CentralSquare Technologies, LLC, referred to herein as "TriTech", with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the entity named above, referred to herein as "Client" (who together are referred to as the "Parties", or individually as "Party" herein), with reference to the following facts.

A.   WHEREAS, TriTech and Client have entered into a Master Support Agreement dated January 1, 2009, (the "Support Agreement"); and

B.   WHEREAS, this Software Support Agreement (this "Agreement") is entered into to provide Software Support for the TriTech Software for a period of five (5) years, renewable in 12-month increments subject to annual renewal thereafter; and

C.   WHEREAS, during the initial term of this Agreement, TriTech shall act as the Prime Contractor for maintenance of the System and shall provide the single point of contact with the Client as further defined herein;

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

1.0   DEFINITIONS

1.1   All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Support Agreement, which section is incorporated by reference herein as though set forth in full.

2.0   TERM AND TERMINATION

2.1   The initial term of Software Support services provided under this Agreement shall begin on July 1, 2022 and end continues in effect through June 30, 2027. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. Following the initial term, either party may terminate this Agreement upon written notice to the other party ninety (90) days prior to the end of the then current annual support term. Provided that notice of termination has not been provided, on or before the expiration of the then current support term, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support invoice

2.2 Following the initial term of this Agreement, either party shall have the option, upon prior written notice as provided in this section, to terminate support and maintenance for applicable Subcontractor Software which is provided through TriTech as the Prime Contractor. In such event the Client shall enter directly into Support Agreement(s) with the individual Subcontractor(s). In order to provide continuity of support, either party shall notify the other party at least ninety (90) days prior to the end of the initial term of this Agreement of its intentions for continuation through TriTech as the Prime Contractor of support and maintenance for such Subcontractor Software. Support for Subcontractor Software if applicable under this Agreement will be provided in accordance with the applicable Subcontractor's terms for support which are attached hereto at Addendum C, if applicable.

2.3 Either party may terminate this Agreement upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days' prior to the end of the then current support term.

3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Support Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

3.2 Unless otherwise terminated as provided herein, TriTech shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business. Such expenses shall be paid by Client on receipt of TriTech's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

3.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.5 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

Remittance Address for Payments Only:
TriTech Software Systems
12709 Collection Center Drive
Chicago, IL 60693

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

3.6 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

4.1 TriTech will provide support services as more fully described in Addendum B.

4.2 Client shall appoint a principal point of contact with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct,

including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

5.0 SOFTWARE ERROR CORRECTION AND ACCESS

5.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the Software Error at TriTech's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by TriTech. TriTech will provide onsite assistance if the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the TriTech Software, TriTech will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software Client shall reimburse TriTech for its travel expenses incident to the on-site visit, as well as TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.1.1 If, during the term of this Agreement, Client experiences performance issues with the TriTech Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the TriTech Software, the Client shall notify TriTech in accordance with Addendum B. TriTech will assist the Client to determine the source of the user transaction times issue (TriTech Software, third party products, Client supplied network, etc.). If the related to user transaction times is found to be caused by the TriTech Software, TriTech will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum B) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.

5.2 TriTech maintains a Security program for managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

5.3 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision

will apply during the duration of this Agreement.

6.0   SOFTWARE UPDATES

6.1   From time to time at TriTech's discretion, Updates to the TriTech Software and TriTech Documentation will be developed and provided to Client. All Updates to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Support Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

7.0   LIMITATIONS

7.1   Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

7.2   TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3   If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1   Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.

7.3.2   Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3   Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4   Problems in the TriTech Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the TriTech Documentation.

7.3.5   Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the TriTech System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

7.3.6   Problems in the TriTech Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7   Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4   If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectation**s. Client agrees that if the loading of such third-party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5   TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third-Party Changes.

7.6   Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

7.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1 Maintenance and support for Equipment provided under the Support Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third-party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.1.1 TriTech Jail, as further defined in Addendum B, will be installed on server(s) maintained by TriTech.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Support Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum C, if applicable, if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Support Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third-Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non- proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third-party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

CENTRAL SQUARE
TECHNOLOGIES

9.0 LIMITATION OF LIABILITY

9.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed 2X the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 DISPUTE RESOLUTION

10.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either TriTech's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

11.0 SEVERABILITY

11.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

12.0 FORCE MAJEURE/EXCUSABLE DELAY

12.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary

to compensate for such delay.

13.0   CONSTRUCTION AND HEADINGS

13.1   The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

14.0   WAIVER

14.1   The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

14.2   No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

15.0   ENTIRE AGREEMENT

15.1   This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

16.0   APPLICABLE LAW

16.1   Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California without regard to its conflict of law.

17.0   ASSIGNMENT

17.1   Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of TriTech's assets, TriTech may assign this Agreement to an entity ready, willing and able to perform TriTech's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

18.0   NOTICES

18.1   All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:	To TriTech:
_____	TriTech Software Systems
_____	1000 Business Center Drive
_____	Lake Mary, FL 32746
Attn: _____	Attn: Contracts
_____	

19.0   GENERAL TERMS

19.1   This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2   This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

19.3   This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

19.4   The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

19.5   Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

19.6   A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

19.7   This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind,

or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

19.8   EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHERWRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

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

By: _____
Kevin Jeffries, Chairman
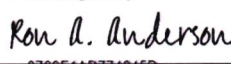Board of Supervisors

Dated: 6/27/23

APPROVED AS TO FORM:
Minh K. Tran
County Counsel

By: _____
Kristine Bell-Valdez
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By _____
DEPUTY

TRITECH SOFTWARE SYSTEMS

DocuSigned by:
Ron A. Anderson
6769F1AD774045B...
Accepted By (Signature)

Ron A. Anderson
Printed Name

Chief Sales Officer
Title

6/16/2023
Date

JUN 27 2023   3.88

CENTRAL SQUARE

TECHNOLOGIES

ADDENDUM A

SUPPORT FEES

Based on the Client's current TriTech software, the support fees for Client's annual support term(s) are set forth below:

Product Name	Annual Renewal Terms				
	7/01/2022-6/30/2023	7/01/2023-6/30/2024	7/01/2024-6/30/2025	7/01/2025-6/30/2026	7/01/2026-6/30/2027
Warrant Recall	$ 4,148.52	$ 4,355.95	$ 4,573.75	$ 4,802.43	$ 5,042.56
State Warrant	$ 943.24	$ 990.40	$ 1,039.92	$ 1,091.92	$ 1,146.51
Alpha Processing Mod	$ 24,891.14	$ 26,135.70	$ 27,442.49	$ 28,814.61	$ 30,255.34
CFS/Unit History	$ 12,445.58	$ 13,067.86	$ 13,721.25	$ 14,407.32	$ 15,127.68
Custom Interfaces	$ 38,278.73	$ 40,192.67	$ 42,202.30	$ 44,312.42	$ 46,528.04
Expanded Case/Call #	$ 12,633.98	$ 13,265.68	$ 13,928.96	$ 14,625.41	$ 15,356.68
GDO	$ 1,413.64	$ 1,484.32	$ 1,558.54	$ 1,636.46	$ 1,718.29
Interfaces (CAD, AFIS)	$ 37,335.49	$ 39,202.26	$ 41,162.37	$ 43,220.49	$ 45,381.52
Location Processing	$ 24,891.14	$ 26,135.70	$ 27,442.49	$ 28,814.61	$ 30,255.34
Message Reformatter	$ -	$ -	$ -	$ -	$ -
Mobile ARS Base	$ -	$ -	$ -	$ -	$ -
MSS Integration	$ -	$ -	$ -	$ -	$ -
RMS WS (TB)	$ 31,678.53	$ 33,262.46	$ 34,925.58	$ 36,671.86	$ 38,505.46
RMS/Ti	$ 82,119.61	$ 86,225.59	$ 90,536.87	$ 95,063.71	$ 99,816.90
State Property	$ 943.24	$ 990.40	$ 1,039.92	$ 1,091.92	$ 1,146.51
State Vehicle	$ 943.24	$ 990.40	$ 1,039.92	$ 1,091.92	$ 1,146.51
Warrants	$ 24,891.14	$ 26,135.70	$ 27,442.49	$ 28,814.61	$ 30,255.34
	$ 297,557.23	$ 312,435.09	$ 328,056.84	$ 344,459.69	$ 361,682.67

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

CENTRAL SQUARE

TECHNOLOGIES

ADDENDUM B
Technical Support

This Technical Support describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

1. **Product Updates and Releases**

    1.1. Updates. From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.

    1.2. Releases. Client shall promptly agree to install and/or use any Release provided by TriTech to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever TriTech determines, in its sole discretion, that such updates are necessary.

2. **Telephone Support & Support Portal**

    2.1. Hours. TriTech shall provide to Client, Monday through Friday, 7:30 A.M. to 7:30 P.M. (Eastern Time) ("Normal Customer Service Hours") toll-free phone number (833-278-7877), excluding holidays. TriTech shall provide to Client, during the Normal Customer Service Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to TriTech reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist TriTech in its efforts to diagnose, reproduce and correct the error. This support shall be provided by TriTech at Client location(s) if and when TriTech and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of TriTech, then Client shall pay for TriTech's investigation and related services at TriTech's standard professional services rates. Client must provide TriTech with such facilities, equipment and support as are reasonably necessary for TriTech to perform its obligations under this Amendment, including remote access to the Specified Configuration.

    2.2. Urgent (Priority 1) and Critical (Priority 2): Telephone Assistance after Normal Customer Service Hours. After Normal Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

PRIORITY 1 – URGENT: Priority 1 cases are catastrophic problems that severely impact the customer's ability to conduct business. This may mean that the systems are down or not functioning, and no procedural workaround exists. The objective is to restore the customer's capacity to remain productive and maintain necessary business-level operations affected by the problem within 24 hours and to downgrade the problem severity accordingly. Priority 1 cases must be submitted by phone. the Vendor initially responds to a Priority 1 case within one hour after opening. Alarm notifications are sent to members of the support team if a P1 case has not been responded to after 30 minutes. Continuous efforts are made to isolate, diagnose, and deliver a workaround or repair. When the severity level has been downgraded, the support team follows the appropriate guidelines.

PRIORITY 2 – CRITICAL: Priority 2 cases are high-impact problems that disrupt the customer's operation but there is capacity to remain productive and maintain necessary business level operations. The problem may require a fix on the customer's system prior to the next planned commercial release of the applicable the Vendor product software. The Vendor will initially respond within two hours after the point of opening a P2 case. The Vendor support team makes continuous efforts to isolate, diagnose, and deliver a workaround or repair and will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.

3. **Website Support Portal**

Online support is available twenty-four (24) hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. **Exclusions from Technical Support Services**

TriTech shall have no support obligations with respect to any third-party hardware or software product not provided by TriTech ("Nonqualified Product"). If Client requests support services for a problem that TriTech reasonably believes was caused or exacerbated by a Nonqualified Product, TriTech shall provide notice thereof to Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to TriTech rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. **Client Responsibilities**

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

5.1. Provide end user hardware, operating system and browser software that meets technical specifications, as well as a stable high-speed connection and remote connectivity.

5.2. Maintain the designated end-user computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;

5.3. Maintain the designated computer system at the latest code revision level reasonably deemed necessary by TriTech for proper operation of the Software;

5.4. Supply TriTech with access to and use of all information and facilities reasonably determined to be necessary by TriTech to render the technical support described herein;

5.5. Perform any test or procedures reasonably recommended by TriTech for the purpose of identifying and/or resolving any problems;

5.6. At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website, Https://support.centralsquare.com/s/contact-us following notice from TriTech to Client;

5.7. Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential and classified information; and

5.8. Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. Security

6.1. TriTech maintains a Security program for "Security Approved Personnel" managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2. If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved Personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

6.3. TriTech has approved Bomgar as the sole primary form of support connectivity for TriTech's software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The Client has access to log information through the TriTech support ticket management system Client portal on TriTech's website. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting.

7. Server Performance & Capacity

TECHNOLOGIES

7.1. TriTech shall provide sufficient server capacity for the term of this Agreement to meet the reasonable performance requirements for the number of concurrent system users listed in Addendum B. If the Client requests, at some later date, to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

7.2. "In-network" is defined as any point between which the data packet enters the TriTech environment and subsequently departs the TriTech environment. Any point of communications outside of the TriTech protected network environment shall be deemed as "out-of-network." TriTech is not responsible for Internet connectivity and/or performance out-of-network.

8. System Maintenance

8.1. <u>Software Maintenance and upgrades</u>. TriTech will provide all hosted systems and network maintenance as deemed appropriate and necessary by TriTech. Maintenance and upgrades will be scheduled in advance with the Client's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM. The upgrades are installed at mutually agreed times. Typical downtime is four-to-eight (4- 8) hours depending on data size and start/end version changes. Web patches can take twenty-to-thirty (20- 30) minutes to install. TriTech recommends reserving a weekly or monthly maintenance window between 0000- 0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. TriTech may only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

8.2. <u>Hardware maintenance and upgrades.</u> Hardware maintenance and upgrades will be performed outside of the TriTech's standard business hours of operation and the Client will be notified prior to the upgrade.

8.3. <u>Emergency maintenance.</u> Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively impacting system stability and integrity. TriTech will attempt to notify the Client promptly, however if no contact can be made, TriTech management may deem it necessary to move forward with the emergency maintenance.

9. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Technical Support Addendum B. TriTech will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

This matrix defines the support issues, response times and resolutions for the Client's Subscription application.

Priority	Issue Definition	Response Time
Priority 1 – **Urgent**	Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following: • TriTech CAD server software inoperative • Loss of ability for all users to log on to system • Loss of transactional data & transactional data corruption This means one or more critical server components are nonfunctional disabling CAD Enterprise or the field reporting capabilities of CAD Enterprise workstations.	Normal Customer Service Hours: Telephone calls to 833-278-7877 will be immediately answered and managed by the first available representative but not longer than five (5) minutes. ***After Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 833-278-7877.*** Priority 1 issues must be called in via 833-278-7877 in order to receive this level of response.
Priority 2 – Critical	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of an Urgent Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. • Loss of ability for TriTech CAD users to enter Case (Incident, Arrest and Custody) records into the system • Unable to book or release inmates	Normal Customer Service Hours: Telephone calls to 833-278-7877 will be immediately answered and managed by the first available representative but not longer than five (5) minutes. ***After Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 833-278-7877.*** Critical Priority issues may also be reported via Https://support.centralsquare.com/s/contact-us

	A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of TriTech CAD workstations).	
Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, but which does negatively impact the User from performing a common function. Such errors will be consistent and reproducible. • Loss of Non-Urgent Data (with "Non- Urgent" being defined as not causing an error classified as a P1 or P2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data A significant number of workstations are negatively impacted by this error (e.g., does not apply to a minimal set of TriTech CAD workstations).	Normal Customer Service Hours: Telephone calls to 833-278-7877 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call. Non-Critical Priority issues may also be reported via Https://support.centralsquare.com/s/contact-us Non-Critical Priority issues are not managed after Normal Customer Service Hours.

TECHNOLOGIES

Priority 4 – Minor	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 833-278-7877 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call. Minor Priority issues may also be reported via Https://support.centralsquare.com/s/contact-us Minor Priority issues are not managed after Normal Customer Service Hours.

10. Exceptions

TriTech shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

10.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.

10.2. denial of reasonable access to Client's system or premises preventing TriTech from addressing the issue.

10.3. material changes made to the usage of the Software by Client where TriTech has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, of communications links necessary to the proper performance of the Software.

10.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

11. Incident Resolution

Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, TriTech provides a continuous resolution effort until the issue is resolved. TriTech will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than twelve (12) hours after notification.
Priority 2 –Critical	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non - Critical	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If TriTech determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

12. Non-Production Environments

TriTech will make commercially reasonable efforts to provide support on non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Addendum B.

12.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.

12.2. <u>Incidents and service requests</u>. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

13. **Virtual Private Network (VPN) Concentrator**

If Client's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by TriTech. It will reside at Client's location but is, and shall remain, the property of TriTech.

14. **Client Cooperation**

Client may be asked to perform problem determination activities as suggested by TriTech. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Client may also be requested to perform resolution activities including, for example, modification of processes. Client agrees to cooperate with such requests, if reasonable.

15. **Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.

16. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from TriTech or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. TriTech retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from TriTech as a separate billable service.

CENTRAL SQUARE

TECHNOLOGIES

ADDENDUM C

SUBCONTRACTOR SUPPORT TERMS

Not Applicable

TECHNOLOGIES

ADDENDUM D

Insurance Requirements

Insurance

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 include 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. Such limits may be met through a combination of primary and Umbrella/Excess limits. Policy shall include the COUNTY as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment are 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 include the COUNTY as Additional Insureds.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS)

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through

the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

F. 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.

G. 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.

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. CentralSquare will provide notice of cancellation within thirty (30) days of cancellation to the County of Riverside.

4) 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 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 all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the Certificate of Insurance.

5) 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.

6) 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 Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

9) 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.

RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2018-06852
Requested Purchase:	Annual Renewal Tiburon Law Records
Department/Agency:	Sheriff
Primary Contact/Phone:	ERIK LUE
Alternate Contact/Phone:	Teresa McGuire/
Purchase Request Type:	
Describe Requested Purchase:	Annual Renewal of Tiburon's Law Records Support and Maintenance for RMS PoP 07/01/2018 to 06/30/2019
Terms:	Is this a Multi Year Contract?: False Length of Contract: Start Date: End Date: Special Tems and Conditions:
Business Needs Addressed:	Support RMS system with law records
Are there other county systems that provide the same functionality?	Unknown
Business Criticality:	Run the Business
Business Impact:	Support Current Operations

Current Cost itemization (Include all the year 1 cost)

Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
Law Records - Support and Maintenance	Software - Renewal	Tiburon	1	$243,638.00	$243,638.00		$243,638.00
MSS Integration - Support and Maintenance	Software - Renewal	Tiburon	1	$5,275.00	$5,275.00		$5,275.00
GDO - Support and Maintenance	Software - Renewal	Tiburon	1	$1,163.00	$1,163.00		$1,163.00

Annual Costs

Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments

Accounting String
To be completed for pass-thru purchases that will be processed by RCIT Only

%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Department Head or Authorized Designee Signature: Lt. Hartnett	Date: 4/13/2018 8:58 AM

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

Recommended:	By:	Date:
Denial Explanation:		

ACIO Review - ACIO Review Status

RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Recommended:	BY:	Date:

Denial Explanation:		

CIO Review (Purchases and renewals >$100K) CIO Review Status		
Recommended:	By:	Date:
Denial Explanation:		

TSOC Review (Purchases and renewals >$100K) TSOC Review Status		
Recommended:	By:	Date:
Denial Explanation:		

))) TRITECH
SOFTWARE SYSTEMS

Tiburon, Inc., a TriTech Software Systems Company

Customer No.	CA218
Invoice No.	PA0001950
Date:	4/10/2018
Sales Order No:	M20518
Terms:	NET30

Remit To:

Tiburon, Inc.
9477 Waples St.
Suite 100
San Diego, CA 92121
(858) 799-7000 Ext. 0000

To: Riverside, County of
       Sheriff Technical Services Bureau
       1500 Castellano Rd Floor 1
       RIVERSIDE, CA   92509

M20518 - 7/1/18 to 6/30/19

M20518RIVECA

Contract No.   M20518   Purchase No.
                Software Support & Maintenance: 7/1/18 to 6/30/19

                LawRECORDS: 243,638.00
                MSS Integration: 5,275.00
                GDO: 1,163.00

PLEASE NOTE NEW "REMIT TO" ADDRESS ABOVE

Thank You

TAX:	$0.00
TOTAL DUE THIS INVOICE:	**$250,076.00**

This Invoice Payable in U.S. Dollars

EXHIBIT 2
To
Master Support Agreement

COVERED APPLICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated January 1, 2009, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Tiburon will provide the Basic Support described in Section 2.1 (Basic Support) of the Agreement for the software applications identified in the table below. The annual fee for such support shall be as set forth in the table below. Such support will commence upon the expiration of any applicable Warranty Period as set forth in the table below. Additionally, Client agrees to test all Tiburon provided corrections, whether reported by Client as Technical Service Requests (TSRs) or not, and either approve the correction or report issues being experienced with the correction within twenty (20) calendar days of receipt of such corrections. Upon Client's approval or failure to communicate issues with any particular correction within the specified time frame, the TSR will be closed if a TSR was opened, or Tiburon may suspend support services if the correction was a Tiburon initiated matter.

CLIENT # - M205-18

Covered Application	Hours (24x7 or 8x5)	Make, Model, Serial Number of Authorized Server	Maintenance Period			Annual Fee
			Period	Start Date	Stop Date	
LawRECORDS			12 Mo	7/1/18	6/30/19	$243,638.00
MSS Integration			12 Mo	7/1/18	6/30/19	$5,275.00
GDO			12 Mo	7/1/18	6/30/19	$1,163.00
WebQuery			12 Mo	7/1/18	6/30/19	Included
Mobile ARS			12 Mo	7/1/18	6/30/19	Included
					Total	$250,076.00

Authorized Site

Riverside County Sheriff's Department
1500 Castellano Road
Riverside, CA 92509

Date: September 08, 2022

From: Will Taylor, Chief Deputy Director Sheriff Administration

To: Board of Supervisors/Purchasing Agent

Via: Stephanie Mora Ponce, 951-955-2043

Subject: Sole Source, 5-year for software maintenance support for CentralSquare's Records
               Management System (RMS)

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

1. **Supplier being requested:** Tritech Software Systems, DBA CentralSquare Technologies LLC

2. **Vendor ID:** ___244477___

3. ☐ **Single Source**   ☐ **Sole Source**

4. **Have you previously requested <u>and</u> received approval for a sole or single source request for
   this vendor for your department?**

   ■ **Yes**   ☐ **No**
   SSJ# ___SSJ 20-061___

4a. Was the request approved for a different project?

   ☐ **Yes**   ■ **No**

5. **Supply/Service being requested:**
   Extend CentralSquare's Records Management System (RMS) annual software maintenance and
   support for an additional 5-years through fiscal year 2026-27.

6. **Unique features of the supply/service being requested from this supplier.** The current Tiburon
   RMS software system was installed in 2007 and since then the software has been highly
   customized, integrated into other applications and upgraded several times. The Board of
   Supervisors last approved CentralSquare (previously known as Tiburon) as the Sole Source
   provider as the software is proprietary (reference BOS Agenda 3.31 approved on November 19,
   2019). Software customization and integration includes, but is not limited to, State AFIS fingerprint
   system, Jail Information Management System (JIMS), Computer Aided Dispatch (CAD), DA's LEAF
   system and Court's Warrants process. The existing CentralSquare RMS system is scheduled to be

replaced by a new CAD/RMS system over the next 3-5 years. Renewing the CentralSquare RMS software annual maintenance and support will provide the necessary system overlap and time frame to upgrade up the new CAD/RMS system.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** The CentralSquare RMS software system provides vital information and data integration with County and State applications, which is vital to the 24/7 365-day operations of the Sheriff's department. The mission critical nature of the RMS application is crucial for public safety, officer safety and law enforcement processing within the Sheriff's Department and with the law enforcement agencies within Riverside County. This responsibility requires the system to be available on a continuous basis. This renewal will help ensure the system is accessible and operational.

8. **Period of Performance:**   From: __7/1/2022____ to ___6/30/2027_____
   (total number of years) 5

   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.**

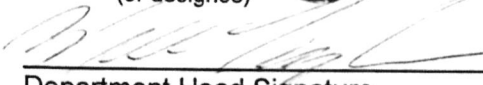| Description:	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	Total
Ongoing Costs:						
Warrant Recall Annual Maint. Fee	$ 4,149	$ 4,356	$ 4,574	$ 4,802	$ 5,043	$ 22,923
State Warrant Annual Maint. Fee	$ 943	$ 990	$ 1,040	$ 1,092	$ 1,147	$ 5,212
Alpha Processing Mod Annual Maint. Fee	$ 24,891	$ 26,136	$ 27,442	$ 28,815	$ 30,255	$ 137,539
CFS/Unit History Annual Maint. Fee	$ 12,446	$ 13,068	$ 13,721	$ 14,407	$ 15,128	$ 68,770
Custom Interfaces Annual Maint. Fee	$ 38,279	$ 40,193	$ 42,202	$ 44,312	$ 46,528	$ 211,514
Expanded Case/Call # Annual Maint. Fee	$ 12,634	$ 13,266	$ 13,929	$ 14,625	$ 15,357	$ 69,811
GDO Annual Maint. Fee	$ 1,414	$ 1,484	$ 1,559	$ 1,636	$ 1,718	$ 7,811
Interfaces (CAD/AFIS) Annual Maint. Fee	$ 37,335	$ 39,202	$ 41,162	$ 43,220	$ 45,382	$ 206,302
Location Processing Annual Maint. Fee	$ 24,891	$ 26,136	$ 27,442	$ 28,815	$ 30,255	$ 137,539
Message Reformatter Annual Maint. Fee	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Mobile ARS Base Annual Maint. Fee	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
MSS Integration Annual Maint. Fee	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
RMS WS (TB) Annual Maint. Fee	$ 31,679	$ 33,262	$ 34,926	$ 36,672	$ 38,505	$ 175,044
RMS/Ti Annual Maint. Fee	$ 82,120	$ 86,226	$ 90,537	$ 95,064	$ 99,817	$ 453,763
State Property Annual Maint. Fee	$ 943	$ 990	$ 1,040	$ 1,092	$ 1,147	$ 5,212
State Vehicle Annual Maint. Fee	$ 943	$ 990	$ 1,040	$ 1,092	$ 1,147	$ 5,212
Warrants Annual Maint. Fee	$ 24,891	$ 26,136	$ 27,442	$ 28,815	$ 30,255	$ 137,539
Contingency for (insert)	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 15,000
Previous SSJ#20-061						
Total Costs	$ 300,557	$ 315,435	$ 331,057	$ 347,460	$ 364,683	$ 1,647,192

The Riverside County Sheriff's Department requests a $15,000 contingency, to be dispersed aggregately over a five-year (5) contract for additional services, cost increases, and possible upgrades as required.

10. **Price Reasonableness:** The 5-year renewal includes a 5% annual increase approved on BOS Agenda 3.31 dated November 19, 2019. Since 2014, CentralSquare has not increased their maintenance costs above the 5% rate. The maintenance and support cost includes addressing application errors, client support, designated technical account manager, monthly status reports, support backup schedules, updates to National Crime Information Center (NCIC), National Incident Based Reporting System/Uniform Crime Reporting (NIBRS/UCR) and National Fire Incident Reporting System (NFIRS) source codes, Database Analyst (DBA) support, and System Administrator (SA) support and version management program updates.

11. Projected Board of Supervisor Date (if applicable): 10/04/2022

_____	Joe Bell	9/8/22
Chief Deputy Signature (or designee)	Print Name	Date
_____	MATTHEW JIMENEZ	9/12/22
Assistant Sheriff Signature (or designee)	Print Name	Date
_____	Will Taylor	9/8/22
Department Head Signature (or designee)	Print Name	Date

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

Purchasing Department Comments:
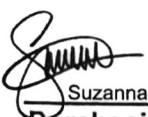
Approve   **Approve with Condition/s**   **Disapprove**

Condition/s:

_____

Annual ammounts approved as listed above in fiscal chart

_____

_____

_____

_____

Not to exceed:

☐ **One-time** $_____

☐ **Annual Amount** $_____ / per fiscal year through _____ (date)
   (If Annual Amount Varies each FY)
   FY _____ : $_____
   FY _____ : $_____
   FY _____ : $_____
   FY _____ : $_____
   FY _____ : $_____

Suzanna Hinckley, Assistant Director	09/27/2022	23-057
Purchasing Agent	**Date**	**Approval Number**
		(Reference on Purchasing Documents)