

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



ITEM: 3.70
(ID # 25229)

MEETING DATE:
Tuesday, June 25, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Genesis Software and Technical Support Service Agreement between County of Riverside and GenCore Candeo, LP Without Seeking Competitive Bids for Five Years, Effective July 1, 2024 to June 30, 2029. All Districts [Total Cost: \$576,545; up to \$57,655 in Additional Compensation - 61% PSEC Budget – 39% Sheriff Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Genesis Software and Technical Support Service Agreement between County of Riverside and GenCore Candeo, LP (Agreement) without seeking competitive bids for five years, effective July 1, 2024 to June 30, 2029, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement, including modifications of the scope of services that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement; and, (c) to issue Purchase Orders for the services that do not exceed the approved amounts.

ACTION:


David Lelevier, Assistant Sheriff 6/19/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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 25, 2024
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	\$ 0	\$ 115,309	\$ 576,545	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 61% PSEC Budget – 39% Sheriff Budget			Budget Adjustment: No	
			For Fiscal Year: 24/25-28/29	

C.E.O. RECOMMENDATION: Approve

BR: 24-106

Prev. Agn. Ref.: 7/23/19 3.54; 3/14/23 3.14

BACKGROUND:

Summary

The Riverside Sheriff's Office's Public Safety Enterprise Communication (PSEC) Division is requesting a new service agreement to provide maintenance for the GenCore Candeo, LP (GenCore) products utilized daily on the PSEC network. GenCore is the only licensed vendor that has a solution that interfaces into the PSEC system and allows for both the dispatch and system management functionality. This request is for a five-year contract beginning July 1, 2024 through June 30, 2029, with a total cost of \$576,545. The five-year contract will consist of an annual payment of \$115,309.

The GenCore solution adds a critical feature and functionalities that facilitate public safety dispatch operations. The solution adds extensive system management and troubleshooting functionality, enabling faster response times to system outages, thereby maintaining operational availability.

The benefit to the County is faster and more accurate dispatch operations which enables first responders to reduce their response time. The additional benefit is more comprehensive system management capabilities which translates into higher reliable service for the Sheriff's deputies, city police forces, fire personnel, hospital staff, and other County departments (i.e., Transportation Land Management Agency, and the District Attorney's Office).

Impact on Residents and Businesses

Public safety agencies in Riverside County rely on the PSEC system to provide communications for first responders and emergency management teams who serve and protect the community. The PSEC system provides critical countywide communication for these agencies. Maintaining these products will facilitate a significant level of safety and support for the residents and visitors of Riverside County.

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STATE OF CALIFORNIA**

Additional Fiscal Information

Below is the cost summary funded 61% by the PSEC budget and 39% Sheriff Budget.

Description:	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Total
Ongoing Costs:						
Genwatch 3-Air Traffic Information Access (GW3- ATIA)	\$34,487	\$34,487	\$34,487	\$34,487	\$34,487	\$172,435
Genesis Aided Dispatch Interface (GADI)	\$44,459	\$44,459	\$44,459	\$44,459	\$44,459	\$222,295
Operations Bridge	\$36,363	\$36,363	\$36,363	\$36,363	\$36,363	\$181,815
Contingency						\$57,655
Total Costs	\$115,309	\$115,309	\$115,309	\$115,309	\$115,309	\$576,545

The Genesis Software Maintenance and Support Service Agreement will contain a 10% contingency provision for additional compensation.

Contract History and Price Reasonableness

On June 26, 2019, the Central Purchasing and Fleet Services Department approved Sole Source Justification (REQ#119046767) for a Genesis Software Maintenance and Support Service Agreement.

On July 23, 2019, the County of Riverside Board of Supervisors (Board) ratified and approved the Genesis Software Maintenance and Support Service Agreement (PSA#0001180), effective July 1, 2019, through June 30, 2024, under a maximum compensation amount of \$445,205.

On September 8, 2022, the Central Purchasing and Fleet Services Department approved Sole Source Justification No. 23-046 for a First Amendment to the Genesis Software Maintenance and Support Service Agreement to modify its scope of services and increase its maximum compensation.

On March 14, 2023, the Board ratified and approved the First Amendment to the Genesis Software Maintenance and Support Service Agreement, effective July 1, 2022 through June 30, 2024, increasing the maximum compensation of the Agreement from \$445,205 to \$809,645.

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The current request is for the renewal of the Genesis Software Maintenance and Support Service Agreement between the County of Riverside and Gencore (contract #PEARC-92045-002-06/29), effective July 1, 2024 through June 30, 2029, between the County of Riverside and Gencore, under a maximum contract amount of \$576,545.

On June 05, 2024, the Central Purchasing and Fleet Services Department reviewed Sole Source Justification (#24-269) for a Genesis Software Maintenance and Support Service Agreement.

The price of the product support is in line with the previous product support contract. The industry standard for annual software maintenance costs is typically 20-25% of the annual license cost. The Genesis Group single-year Essential Service Agreement is 16.5% of the software license cost with an estimated 3% increase for multi-year agreements. The annual rate difference between the 2019-2024 multi-year term, and the 2024-2029 multi-year term is 29.5%. With this pricing spanning 10 years, it results in a 2.95% average per year.

ATTACHMENTS:

1. Genesis Software Maintenance and Technical Support Service Agreement between County of Riverside and GenCore Candeo, LP. - 3 Copies
2. Sole Source Justification No. 24-269



Meghan Hahn, Director of Procurement 6/18/2024



Rebecca S. Cortez, Principal Management Analyst 6/20/2024



Aaron Gettis, Chief of Deputy County Counsel 6/10/2024

GENESIS SOFTWARE AND TECHNICAL SUPPORT SERVICE AGREEMENT

between

COUNTY OF RIVERSIDE

And

GENCORE CANDEO, LP



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This Agreement, made and entered into this 1st day of July, 2024, by and between GenCore Candeo, LP, a Texas limited liability company authorized to conduct business in the State of California whose principal office is located at 5800 Eagles Nest Blvd., Tyler, TX 75703 (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 products and services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, 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 that 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 on July 1, 2024, and continue until June 30, 2029, 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 one hundred fifteen thousand three hundred nine dollars (\$115,309) annually, 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:

Riverside Sheriff's Office Public Safety Enterprise Communications
Attn: Accounts Payable
7195 Alessandro Blvd.,
Riverside, CA 92506

- 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 (PEARC-92045-002-06/29); 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 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. 12101 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 COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to 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 Office
Attn: Trish Byrd, PSEC Manager
7195 Alessandro Blvd.
Riverside, CA 92506

CONTRACTOR

GenCore Candeo, Ltd.
Attn: Matt Davis, Genesis Sales Acct. Exec.
5800 Eagles Nest Blvd.
Tyler, TX 75703

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. 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.

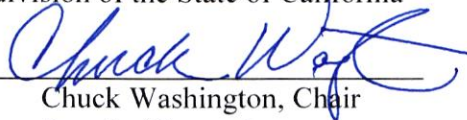
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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

23.13 Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to 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 CUE TA 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.

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


By: 
Chuck Washington, Chair
Board of Supervisors

Dated: 6/25/2024

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

GENCORE CANDEO, LTD.
a Texas for profit Limited Partnership

By: 
Name: Paul Miller
Title: Chief Operating Officer

Dated: 05/29/2024

Exhibit A
Scope of Service

A.1 General Information

A. Definitions

1. GW3- Genwatch3
2. ATIA – Air Traffic Information Access
3. UEM – Universal Event Manager
4. GADI – Genesis Aided Dispatch Interface
5. DSR – Dynamic System Resilience
6. Genesis – CONTRACTOR (as defined in the Agreement)
7. Customer – COUNTY (as defined in the Agreement)

B. Included Essential Services

Essential Service Agreement includes telephone and remote support, system analysis, software updates and upgrades from 8:00 am-5:00 pm CST Mon. - Fri. System down emergencies are supported 24/7. t Software Products Covered

- GW3-ATIA for single zone plus DSR
- 15 client users,
- ATIA Replay
- Data Warehouse, Enhanced Data Reports
- UEM GADI: Server & Hot Standby
- Emer. Display (36)
- Emer. Tone Management (36)
- Emer. Hangtime (2), Emer. Volume Management (36)
- Emer. Unattended (36)
- Patch (36), Multiselect (36)
- Radio Activity (36), Filtered Activity List (36)
- Riverboard Module (36)

C. Excluded

On- site work, training, and hardware are excluded but can be quoted upon request. Cost for any additional client licenses and will be addressed with a separate quote directly to those customers.

Software Products not Covered

- GW3-ATIA client users (10)
- GADI Active Patch (36)

D. CONTRACTOR's Essential Service Agreement (ESA), which is attached as Exhibit C and incorporated herein by reference, for maintaining Genesis software solutions includes the following. The parties agree that in the event of any conflict between a term in the ESA and this Agreement, the terms of this Agreement shall control.

**Exhibit B-
Payment Provisions**

B.1 Payment Schedule – MAXIMUM AMOUNTS – ANNUAL AND AGGREGATE TOTALS
The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2024, through June 30, 2025.	\$115,309
July 1, 2025, through June 30, 2026.	\$115,309
July 1, 2026, through June 30, 2027.	\$115,309
July 1, 2027, through June 30, 2028.	\$115,309
July 1, 2028, through June 30, 2029.	\$115,309
Total	\$576,545

B.2 COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance under this Agreement according to the Details attached hereto and incorporated herein by this reference:

ESA Payment Details:		Qty	Per Year	Extended
1	GW3-ATIA Annual Payment: PO due each year prior to 6/30	5	\$34,487	\$172,435
2	GADI Annual Payment: PO due each year prior to 6/30	5	\$44,459	\$222,295
3	Ops Bridge Annual Payment: PO due each year prior to 6/30	5	\$36,363	\$181,815
4	Combined Per Year Rate...		\$115,309	
5	Annual Payment Total...			\$576,545
6	Incentive if paying in full up front	1	(\$27,093)	(\$27,093)
7	Lump Sum Total...			\$549,452



SERVICE AGREEMENT OVERVIEW

Two tiers of service are available for maintaining Genesis software solutions. This document outlines provisions included in the Essential Service Agreement (ESA) and the Premium Lifecycle Agreement (Lifecycle).

Service Provided:	Premium Lifecycle Agreement	Essential Service Agreement
Multi-Year pricing and renewal incentives	✓	✓
Phone, email, & remote in assistance 8am – 5pm, Monday – Friday, Central Standard Time	✓	✓
24/7 "On-Call" availability for Level 1 issues (see item 7)	✓	✓
Software updates and version upgrades	✓	✓
Remote training on latest features following version upgrades	✓	✓
Hardware refreshes to meet software upgrade requirements	✓	
Hardware warranty coverage for uninterrupted access to on-site repairs by Dell representative (US & Canada only)	✓	
Onsite services for ATIA system hardware refresh (See 2.5.3 for OTA & GW3-TRBO)	✓	
3 rd party software replacement should obsolescence occur (OS, SQL, and Excel as applicable)	✓	
Quarterly Preventative Maintenance checks on overall Genesis system health (Must provide remote access for PM checks)	✓	

1. Essential Service Agreement includes:

- 1.1. Software upgrades: Professional Service fees may apply for upgrades exceeding a standard workload. Possible causes: gap of 2 or more versions to latest release, poor remote connectivity, above-average database size. When applicable, a quote will be provided prior to an upgrade.
 - 1.1.1. Hardware replacement or modification to meet Genesis software spec requirements is not included. Hardware can be purchased through Genesis or sourced privately.
 - 1.1.2. 3rd party software routine updates and patches are not included; third party software patching should follow the customer organization’s policy and procedure. Third party software includes but is not limited to the operating system, browser, and SQL Server.
- 1.2. Renewal rates: A percentage of the current list price value of all Genesis software products licensed to a customer. If the customer takes products out of commission or adds new features, Genesis will adjust the rate accordingly.
 - 1.2.1. Multi-year follows single year pricing structure with industry standard increases and presented as a median annual rate to aid in budgeting and predictability. Price incentives are available when purchasing in full up front. Should Genesis rates increase above the quoted rate, the customer is protected.
- 1.3. Hardware support provisions: Genesis provided PC’s and Servers include a warranty through the manufacturer. The warranty is 5 years from the date it leaves the manufacturer’s facility and time elapsed in Genesis inventory as well as field deployment are included in the manufacturer warranty

term.

- 1.3.1. All hardware issues should be directed to the manufacturer.
- 1.3.2. Each PC and Server is labeled with warranty expiration and the technical support phone number of its manufacturer.
- 1.3.3. Should hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed.
- 1.3.4. ESA does not include hardware replacement; however, hardware replacements can be purchased separately through Genesis. If sourcing hardware privately is preferred, Genesis can provide spec requirements for the current software release.
- 1.4. Training: Supplemental remote training following each upgrade to highlight new features and functionality in the latest release is included at no additional cost.
 - 1.4.1. Training of new or existing employees on the general use of Genesis software products can be quoted separately upon request.
 - 1.4.2. Onsite training can be quoted separately upon request.

2. Premium Lifecycle Agreement Includes:

- 2.1. Software upgrades: All applicable fees for software upgrades are included.
 - 2.1.1. All hardware and 3rd party software licenses are included unless specifically noted.
 - 2.1.2. 3rd party software routine updates and patches are not included; third party software patching should follow the customer organization's policy and procedure.
- 2.2. Renewal rates: Median annual rate which follows the multi-year pricing structure. Price includes ESA and all additional Lifecycle provisions. Should early termination occur, a balance due may apply for any goods or onsite services provided. Incentives are available when paid in full up front.
- 2.3. PC & Server hardware provided by Genesis includes a 5-year Dell manufacturer warranty with replacement scheduled prior to warranty expiration.
 - 2.3.1. Dell manufacturer warranty available to US and Canada locations only.
 - 2.3.1.1. All hardware issues are to be directed to the manufacturer.
 - 2.3.1.2. Each PC and Server is labeled with warranty expiration and manufacturer support phone number.
 - 2.3.2. Should a hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed.
 - 2.3.3. Any hardware specifically noted and/or omitted in a Lifecycle Agreement will be the customer's responsibility.
- 2.4. Training: Supplemental training following each upgrade to highlight new features and functionality in the latest release is included at no additional cost.
 - 2.4.1. Training of new or existing employees on the general use of Genesis software products can be quoted separately upon request.
- 2.5. Onsite services are included for GenWatch3 ATIA.
 - 2.5.1. One onsite trip is provided for each hardware refresh, unless specified in the quotation (please refer to quotation for specific details).
 - 2.5.2. Genesis reserves the right to charge additional day rates plus travel costs that might be incurred due issues beyond Genesis' control. This includes but is not limited to:
 - 2.5.2.1. Network connections not set up and/or ready.
 - 2.5.2.2. Hardware issues
 - 2.5.2.3. Any lack of customer readiness causing Genesis to wait on site.
 - 2.5.2.4. Any lack of customer readiness causing Genesis to cancel the trip and return at a later date.
 - 2.5.3. GW3-TRBO or GenWatch3 Over-The-Air do not come with onsite services unless requested during the quoting process (please refer to quotation for specific details).
- 2.6. Preventative Maintenance: When remote connectivity is available, the Genesis Technical Support staff will offer a Preventative Maintenance check for the overall health of the Genesis system approximately

every 3 months and report any discrepancies. Updates and patching to 3rd party software is not included.

- 2.7. Lifecycle Agreements provide long term stability; 3 years is the minimum coverage term.
- 2.8. Early termination may result in make-whole costs for any goods or travel provided.

3. Expired Agreement:

- 3.1. It is the customer's responsibility to maintain a Genesis Service Agreement at all times. Should a lapse in coverage occur:
 - 3.1.1. All support services will be postponed until a payment method has been determined.
 - 3.1.2. License modifications will be placed on hold, including new feature purchases.
 - 3.1.3. Genesis will provide a renewal quote to the financial decision maker.
- 3.2. If the renewal is declined and technical support is needed:
 - 3.2.1. Customer incurs an incident fee which includes up to one hour of support.
 - 3.2.2. Any support beyond the first hour is charged in 30-minute increments.
 - 3.2.3. If a more current Genesis version is required for a fix, a Genesis Service Agreement will be required.
- 3.3. Additionally, the customer will incur a software upgrade fee proportionate to the time the service agreement has been expired which provides eligibility for the latest Genesis software release.

4. Coverage Term:

Each original software purchase from Genesis includes a designated term of support based on the date of installation. The standard renewal term is 12 months; however, multi-year renewals are available. If a customer purchases multiple Genesis software products at differing times, it will create staggered renewal dates. Genesis can align differing dates during the next renewal process and can also align dates to meet budgeting processes or fiscal year end.

5. How to Reach Us:

Voice 1.903.787.7400
 Toll Free 1.877.548.0465 (US or Canada)
 Monday – Friday, 8am – 5pm, Central Standard Time Email for
 tech support: support@GenesisWorld.com Email for renewals:
renewals@genesisworld.com Website:
<https://genesisworld.com/>

6. Support Provision occurs in the following order:

Phase 1 = Support Ticket entry: A case is entered, technician assigned, and case number is provided to the customer.

Phase 2 = Problem Source Identification: The technician assigned to your case will determine if the source of the technical need is generated by:

- Genesis software
- The hardware running the software.
- The trunk system feeding the information to the previous elements.

The technician determines this through communication with the customer by way of telephone, email, or remote-in access to their system. Most support cases are resolved within this phase.

Phase 3 = Duplicate Software Activity. If the reported issue cannot be solved within Phase 2, the Genesis Test Lab will reproduce the error or defect in order to investigate further.

Phase 4 = Software Development. If the identified issue requires development, the solution will be provided upon a mutually agreed schedule.

7. Purchasing

Quote signature is required when no soft copy of the PO is provided. Quote signature is not required when providing a soft copy of the PO or paying by credit card same day. Invoice provided within 2-3 business days. Submit Purchase Order to Orders@genesisworld.com Net 30 days.

Please remit payment to: GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, Texas 75703

8. Severity Levels are defined as:

Level 1: *Most severe problem: software is totally non-functioning.* This qualifies as an emergency situation in which the software is unusable; loses information or data; or fails catastrophically in response to internal errors, user errors, or incorrect input files. Genesis will provide a “priority first” level of urgency, which allows for 24/7 support until a resolution is provided. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

Level 2: *Software is functioning with incorrect results.* This occurs when the software system is usable but incomplete and has a severe impact on use. Genesis will provide a “priority first” level of urgency during standard business hours until a resolution is found. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

Level 3: *Software functions, but with inconvenience.* Genesis will provide a resolution for these cases in the order of receipt during standard business hours. If changes to the software are required, modifications will be provided according to Genesis’ scheduled new releases of the software or a mutually agreed upon schedule if urgency is deemed necessary.

Level 4: *Least severe problem: a cosmetic issue, lack of operator understanding, or system maintenance.* Genesis will provide a resolution for these cases in the order of their receipt during standard business hours. Modifications to the software will be provided according to Genesis’ scheduled new releases of the software. System maintenance and modifications are scheduled into the support project calendar. System managers are encouraged to coordinate with the Genesis support team well in advance to secure a date within the customer’s preferred timeline.

9. Error Definitions

All situations imply the software is being used correctly and in accordance with the specifications and documentation for the software and release number in use at the time the error occurs. It also implies proper database and hardware maintenance has been performed in accordance with Genesis’ recommendations.

Further, it implies the user has made all reasonable effort to resolve the problem, such as checking network connections or checking for appropriate services to be running (if applicable).

10. Support Levels through Product Life Cycles

Unless otherwise specifically stated, Genesis will provide support for a minimum of 7 years after the last published release of any of our products. Mainstream Support for our products will be provided during the life of a product and for 5 years after a successor product is released or after the last release of a product is made, whichever comes first.

Mainstream Support is defined as Genesis’ ability to resolve a technical issue with a Genesis product and may require the customer to upgrade to properly service the customer.

11. Acceptance of terms

Signature on quotation or submission of PO based on quotation provided serves as acceptance of the above stated terms and conditions.









Professional Services Agreement between County of Riverside and Genesis for Software Maintenance and Support Service_2024-2029

Final Audit Report

2024-05-30

Created:	2024-05-29
By:	Jose (Tony) Curiel (jocuriel@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATA6rfBeCrUFTbjN0XDeQNYcY4qOoLGOc

"Professional Services Agreement between County of Riverside and Genesis for Software Maintenance and Support Service_2024-2029" History

-  Document created by Jose (Tony) Curiel (jocuriel@rivco.org)
2024-05-29 - 9:23:55 PM GMT
-  Document emailed to Paul Miller (paul.miller@genesisworld.com) for signature
2024-05-29 - 9:24:02 PM GMT
-  Email viewed by Paul Miller (paul.miller@genesisworld.com)
2024-05-29 - 11:06:26 PM GMT
-  Document e-signed by Paul Miller (paul.miller@genesisworld.com)
Signature Date: 2024-05-29 - 11:06:50 PM GMT - Time Source: server
-  Document emailed to Amrit Dhillon (adhillon@rivco.org) for signature
2024-05-29 - 11:06:52 PM GMT
-  Email viewed by Amrit Dhillon (adhillon@rivco.org)
2024-05-30 - 3:37:46 PM GMT
-  Document e-signed by Amrit Dhillon (adhillon@rivco.org)
Signature Date: 2024-05-30 - 3:38:03 PM GMT - Time Source: server
-  Agreement completed.
2024-05-30 - 3:38:03 PM GMT



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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

SS-SHERIFF, GenCore Candeo, Ltd

Date: May 28, 2024
From: Amanda Bennett, Deputy Director, Sheriff's Administration
To: Board of Supervisors
Via: Trish Byrd, Radio Communications Technology Manager
Subject: Sole Source Procurement; Request for the Renewal of the Genesis Software Maintenance and Support Service Agreement for five years.

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

1. **Supplier being requested:** GenCore Candeo, LP.
2. **Vendor ID:** 114835
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# RivcoPro SSJ & 23-046 (9/8/22)
- 4a. **Was the request approved for a different project?**
 Yes **No**
5. **Supply/Service being requested:**
Renewal of the GenCore Candeo, LP (GenCore) Genesis Software Maintenance and Support Service Agreement . The GenCore solution provides maintenance support for the Sheriff's dispatch position's specialized radio keyboard. The keyboard enables critical functionality for the dispatch team including providing pre-defined patches, emergency activation, and other extended features not provided by the standard dispatch solution.
6. **Unique features of the supply/service being requested from this supplier.**
The GenCore solution provides maintenance services for the GenWatch application which interfaces into the Public Safety Enterprise Communication (PSEC) system and provides real-time alarming and statistical reporting. This feature augments the standard system monitoring and alarming functionality of the PSEC system. The real time reports allow for system troubleshooting, system alarming, and system loading analysis.



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

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SS-SHERIFF, GenCore Candeco, Ltd

GenCore is the only licensed vendor that has a solution that interfaces into the PSEC system and allows for both the dispatch and system management functionality.

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

The GenCore solution adds a critical feature and functionalities that facilitate public safety dispatch operations. The solution adds extensive system management and troubleshooting functionality, enabling faster response times to system outages, thereby maintaining operational availability.

The benefit to the County is faster and more accurate dispatch operations which enables first responders to reduce their response time. The additional benefit is more comprehensive system management capabilities, which translates into higher reliable service for Sheriff deputies, City police forces, fire personnel, hospital staff, and other County departments (i.e., Transportation Land Management Agency, and the District Attorney's office).

8. Period of Performance: From: 07/01/2024 to 06/30/2029
 (5 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:	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Total
Ongoing Costs:						
Genwatch 3-Air Traffic Information Access (GW3-ATIA)	\$34,487	\$34,487	\$34,487	\$34,487	\$34,487	\$172,435
Genesis Aided Dispatch Interface (GADI)	\$44,459	\$44,459	\$44,459	\$44,459	\$44,459	\$222,295
Operations Bridge	\$36,363	\$36,363	\$36,363	\$36,363	\$36,363	\$181,815
Contingency						\$57,655
Total Costs	\$115,309	\$115,309	\$115,309	\$115,309	\$115,309	\$576,545

The Genesis Software Maintenance and Support Service Agreement will contain a 10% contingency provision for additional compensation.



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

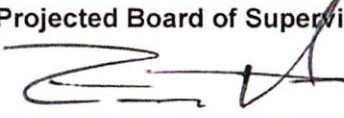
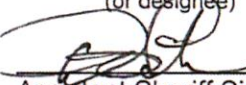
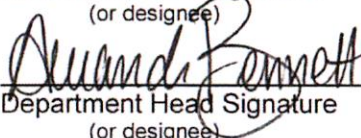
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www.riversidesheriff.org

SS-SHERIFF, GenCore Candeo, Ltd

10. Price Reasonableness:

The price of the product support is in line with the previous product support contract. The industry standard for annual software maintenance costs is typically 20-25% of the annual license cost. The Genesis Group single-year Essential Service Agreement is 16.5% of the software license cost with an estimated 3% increase for multi-year agreements. The annual rate difference between the 2019-2024 multi-year term, and the 2024-2029 multi-year term is 29.5%. With this pricing spanning 10 years, it results in a 2.95% average per year.

11. Projected Board of Supervisor Date (if applicable): June 25, 2024

	Chad Bianco	5/30/24
Chief Deputy Signature (or designee)	Print Name	Date
	David Letovick	5/30/24
Assistant Sheriff Signature (or designee)	Print Name	Date
	Amanda Bennett	5/29/24
Department Head Signature (or designee)	Print Name	Date

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



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

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

SS-SHERIFF, GenCore Candeo, Ltd

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

By signing above, department confirms all legal and contractual obligations have
been met by the selected supplier.

Not to exceed:


One-time \$ _____

Annual Amount \$115,309 / per fiscal year through FY28/29 (date)
(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Approved additional amount of contingency of up to \$57,655 over period of performance.

Reviewed by Procurement Contract Specialist (PCS):

Signature: 

Date: 05/28/2024

Melissa Curtis 6/5/2024 24-269
Purchasing Agent **Date** **Approval Number**
(Reference on Purchasing Documents)