

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



**ITEM: 3.52  
(ID # 24570)**

**MEETING DATE:**  
Tuesday, July 30, 2024

**FROM :** PROBATION

**SUBJECT:** PROBATION: Approve the Service Agreement with Orion Communications, LLC, for Workforce Management PLUS SaaS software without seeking competitive bids for five years in the aggregate amount of \$397,763 with the option to renew for three additional one-year periods. All Districts: [Total cost: \$647,299; 100% Probation Department Budget]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Service Agreement with Orion Communications, LLC for Workforce Management PLUS SaaS software without seeking competitive bids for five years in an aggregate amount of \$397,763 with the option to renew for three additional one-year periods for a total aggregate amount of \$647,299 through June 30, 2032, and authorize the Chairman of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on 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
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding to issue Purchase Orders for the service fees which do not exceed \$647,763 aggregate amount through June 30, 2032.

**ACTION:Policy**

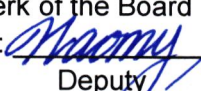
  
Christopher Wright, Chief Probation Officer 3/21/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Perez 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: July 30, 2024  
xc: Probation

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$65,049	\$83,178	\$148,227	\$83,178
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% Probation Department Budget			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> FY23/24-27/28	

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

**BACKGROUND:**

**Summary**

The Probation Department seeks approval to procure Orion Communications, LLC.'s cloud-based Workforce Management Plus Operational Toolbelt software package - software, license, and maintenance. The vendor will provide IT Professional Services and labor categories for database planning and design; systems analysis, integration, and design; programming, conversion, and implementation support; network services, data/records management, testing and training.

While the County uses the Peoplesoft HRMS system for basic employee data tracking, due to Probation's operations of the 24/7 juvenile halls, the level of scheduling and shift bidding required and the need to capture more detailed information the Probation department requires a software package that can serve as a department-wide employee data management system. This system will improve the internal efficiency of the organization by combining every piece of employee information (schedules, training, leave requests, equipment, etc.) and make it readily available to all employees via a centralized web database.

The department is currently using paper timesheets which are manually entered into Peoplesoft HRMS for payroll processing. The current Peoplesoft timekeeping module does not allow the department to submit payroll records at a detailed level.

The Orion Workforce Management Plus software, previously known as Agency Web has already been in use by the Riverside County Sheriff Office (RSO) since 2010 and is already integrated with the County's employee database and payroll system. The Probation Department has a similar operational structure to RSO, with both Field Services and Institutional facilities operations, therefore the implementation to this new system will be streamlined and efficient.

**Impact on Residents and Businesses**

This agreement will provide the necessary services to meet the operational processes for the Probation Department.

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

**Additional Fiscal Information**

Funding for this agreement will be budgeted through the normal County budget process. Funds for this agreement have been allocated for the FY2024/2025 and will be allocated for the FY25/2026 budget. Budget adjustments will not be necessary.

	Year 1	Year 2	Year 3	Year 4	Year 5	Option to Renew	
Description:	FY24/25 8/1/24-6/30/25	FY25/26 7/1/25-6/30/26	FY26/27 7/1/26-6/30/27	FY27/28 7/1/27 - 6/30/28	FY28/29 7/1/28-6/30/29	for 3 Additional one-year periods	Total
One-time Costs: (Services and Training)	\$30,391.70						\$30,391.70
Annual Usage Fee	\$34,657.70	\$83,178.49	\$83,178.49	\$83,178.49	\$83,178.49	\$83,178.49 per year for 3 yrs.	\$616,907.13
Total NTE Annual Cost	\$65,049.40	\$83,178.49	\$83,178.49	\$83,178.49	\$83,178.49	\$249,535.47	\$647,298.93

**Contract History and Price Reasonableness**

Probation seeks Board approval for Orion Communications, LLC, Workforce Management PLUS SaaS software package without seeking competitive bids. This Agreement and purchase for the County provides services offering all aspects of law enforcement employee management in one system that has already been integrated with current County systems.

Orion Communications, LLC software system is currently in use at the Riverside County Sheriff's Department, in Dallas County (TX), El Paso County (TX) and Miami Dade County (FL).

Additionally, the vendor has offered government pricing which extends a 5% discount to the County of Riverside as a local government agency.

**ATTACHMENTS:**

- Service Agreement, Orion Communications, LLC
- Orion Proprietary Software Letter
- SSJ
- H11

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

*Meghan Hahn*  
Meghan Hahn, Director of Procurement 7/16/2024

*Rebecca S Cortez*  
Rebecca S Cortez, Principal Management Analyst 7/22/2024

*Jim Smith*  
Jim Smith, Chief Information Officer 7/17/2024

*Aaron Gettis*  
Aaron Gettis, Chief of Deputy County Counsel 7/18/2024

**SERVICE AGREEMENT**

**for**

**WORKFORCE MANAGEMENT PLUS SYSTEM  
(SAAS SOFTWARE LICENSE AND MAINTENANCE)**

**between**

**COUNTY OF RIVERSIDE**

**and**

**ORION COMMUNICATIONS, LLC**



JUL 30 2024 3.52

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This Agreement is made and entered by and between Orion Communications LLC, a Delaware limited liability company, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside County Probation Department, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

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

**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 the Services (i) in accordance with the Scope of Services, the technical manuals and user documentation that are provided by CONTRACTOR to COUNTY under this Agreement, and (ii) in conformance to and consistent with the generally accepted industry standards applicable to 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 upon signature of this Agreement by both parties and continue in effect for 5 years with the option to renew for three additional one year periods through written amendment, unless terminated earlier. CONTRACTOR shall commence performance on the installation services in accordance with the Scope of Services upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed a total sum of three hundred ninety seven thousand seven hundred sixty three dollars and thirty-six cents (\$397,763.36) including all expenses (Ref Exhibit B for Not-

to-Exceed Annual amounts). 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 in the Annual Usage Fee will be permitted during the first year of this Agreement (If applicable) except for increases in the number of Users in accordance with Section 4.3 below. 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. 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. Except for the Annual Usage Fee or as otherwise set forth in Exhibit B, 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 County Probation Department

Attn: Accounts Payable

3980 Orange Street, Suite 600

Riverside, CA 92501

Email address: [acctspayable@rivco.org](mailto:acctspayable@rivco.org)

- 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 PRARC-92046-001-12/29; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Except for the Annual Usage Fee or as otherwise set forth in Exhibit 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, except for the Annual Usage Fee or as otherwise set forth in Exhibit B, invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**3.5** CONTRACTOR's fees do not include any governmental taxes, assessments, fees, duties or similar fees and taxes that may be applicable in connection with the transactions contemplated by this Agreement (“Taxes”). COUNTY will be responsible for paying all Taxes, except for taxes based on CONTRACTOR's net income or its authority to do business within a given jurisdiction. If CONTRACTOR has a legal obligation to pay or collect Taxes for which COUNTY is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by COUNTY, unless COUNTY notifies that it claims tax exempt status for amounts due under the Agreement and provides CONTRACTOR a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable CONTRACTOR invoice.

#### **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 as agreed to by CONTRACTOR, 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.

**4.3** Notwithstanding the foregoing, access to the Service is sold in blocks of Users and the Annual Usage Fee was determined based on the expected number of individuals permitted to use the Service as set forth in Exhibit B (the "Users"). "Users" means an individual employee or contractor of COUNTY authorized by COUNTY to access the Services, regardless of whether the individual is actively accessing the Services at any given time. Users include any end-node that receives data from or creates data using the Services, including human users. If the number of users the COUNTY desires to have access or use of the Services exceeds the number of User blocks on which the Annual Usage Fee was calculated, COUNTY will purchase additional blocks of Users sufficient to equal or exceed any increase in the number of users accessing or using the Services and the number of Users authorized to access or use the Services shall not be increased until COUNTY and CONTRACTOR have executed an amendment to this Agreement setting forth the terms thereof. In order to facilitate the purchase of additional User blocks, CONTRACTOR will use good faith efforts to notify COUNTY via email sent to [acctspayable@rivco.org](mailto:acctspayable@rivco.org) upon COUNTY's use of 90% of the Users purchased by COUNTY and upon COUNTY's use of 90% of the Users purchased by COUNTY

## **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 fifteen (15) 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 promptly 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** In the event of an early termination of the Agreement by COUNTY without cause pursuant to Section 5.1, CONTRACTOR shall be entitled to retain the Annual Usage Fees already paid by COUNTY for the annual period in which such termination occurred and COUNTY shall pay CONTRACTOR for any other services provided or work performed by CONTRACTOR prior to the effective date of the termination

in accordance with this Agreement. After termination based on a CONTRACTOR default pursuant to Section 5.2, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** Upon written notice from COUNTY, 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, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and 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** CONTRACTOR may, upon fifteen (15) days written notice terminate this Agreement for COUNTY's default, if COUNTY refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not promptly cure such failure. Upon termination of the Agreement: (a) all rights granted to COUNTY under the Agreement will immediately terminate, in which case CONTRACTOR may invalidate the passwords and/or other user identification for COUNTY and its users and otherwise deny further access to the Service; (b) CONTRACTOR shall be entitled to retain the Annual Usage Fees already paid by COUNTY for the annual period in which such termination occurred and COUNTY shall pay CONTRACTOR for any other services provided or work performed by CONTRACTOR prior to the effective date of the termination in accordance with this Agreement; (c) upon CONTRACTOR's request made within thirty (30) days after such termination, the COUNTY will return to CONTRACTOR or destroy all CONTRACTOR Property that is in its possession or control; and (d) upon COUNTY's request made within thirty (30) days after such termination, CONTRACTOR will return to COUNTY or destroy all COUNTY Data that is in its possession or control. After such 30-day period, each party may destroy any such information of the other party in its possession or control. Termination of the Agreement will not be

construed to waive or release any claim that CONTRACTOR is entitled to assert at the time of such termination (including any claim for fees accrued or payable to CONTRACTOR prior to the effective date of termination), and the applicable provisions of the Agreement will continue to apply to such claim until it is resolved.

**5.8** The rights and remedies of either party 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**

**6.1** Conditioned upon payment of the Annual Usage Fee for Users and any other amount owed by COUNTY under the terms of this Agreement, COUNTY may allow the number of Users set forth in Exhibit B to access and use the Services, during the Term, solely for COUNTY's internal business purposes as contemplated by the Agreement. CONTRACTOR and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "CONTRACTOR Property"): (a) the Workforce Management PLUS SaaS and all other Services or products provided by CONTRACTOR including all software, hardware, technology, documentation, and information provided by CONTRACTOR in connection with the Services; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by CONTRACTOR during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by CONTRACTOR in writing, the non-exclusive use rights set forth in the Agreement are the entirety of COUNTY's rights in connection with the CONTRACTOR Property.

**6.2** COUNTY hereby grants CONTRACTOR a non-exclusive, non-transferable, worldwide right to use the electronic data pertaining to COUNTY and/or its Users that is submitted into the Services (collectively, "COUNTY Data") as necessary for the limited purpose of performing the Services. COUNTY owns and retains all right, title, and interest in and to the COUNTY Data and all intellectual property rights therein. Except as otherwise expressly authorized in this Agreement or by COUNTY in writing, the non-exclusive use rights set forth in the Agreement are the entirety of CONTRACTOR's rights in connection with the COUNTY Data.

**6.3** The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR specifically for the COUNTY and for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY, provided, however, the foregoing shall not include any CONTRACTOR Property. 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 in connection with a legitimate business purpose. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products containing COUNTY Data without prior written authorization of the COUNTY.

**6.4** Notwithstanding the foregoing or anything to the contrary contained herein, COUNTY will not directly or indirectly do any of the following: (a) access, use, sell, distribute, sublicense, broadcast, or commercially exploit any CONTRACTOR Property or any rights under the Agreement, including without limitation any access or use of any CONTRACTOR Property on a service bureau basis or for any COUNTY processing services beyond the scope specified in this Agreement (such as for any third parties on a rental or sharing basis); (b) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (c) copy, modify, or prepare derivative works based on CONTRACTOR Property; (d) reverse engineer, decompile, disassemble, or attempt to derive source code from any CONTRACTOR Property; or (e) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any CONTRACTOR Property.

**6.5** COUNTY warrants that the COUNTY Data, and the use thereof by CONTRACTOR in accordance with the terms of the Agreement, does not and will not infringe, violate or constitute an infringement or misappropriation of, any intellectual property, privacy or other rights of a third party.

## **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.

7.4 During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit for hire, any individual who is employed by COUNTY.

**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, provided, however, CONTRACTOR shall not be required to incur any cost or expense in connection with such cooperation. 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 subject to the limitations of liability set forth in Section 24.2 of this Agreement.

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 directly to the COUNTY 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 erroneous. In the event CONTRACTOR disagrees with the decision of the COUNTY's Compliance Contract Officer, CONTRACTOR shall have the right to terminate this Agreement upon written notice to the COUNTY in addition to any other rights or remedies available to CONTRACTOR at law, including, the right to file an action in a court of competent jurisdiction for determination of the dispute and the decision by the Compliance Contract Officer. In the event CONTRACTOR does not terminate this Agreement, the CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

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

**12. Licensing and Permits**



CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

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

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the services provided by CONTRACTOR under this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least ninety (90) days 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 reasonably 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, provided, however, that

CONTRACTOR may use and disclose any privileged or confidential information of COUNTY as necessary for the limited purpose of performing the Services hereunder. 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; provided, however, CONTRACTOR shall be permitted to disclose such information as is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the COUNTY with advance written notice, if legally possible, such that the COUNTY is afforded an opportunity to contest the disclosure or seek an appropriate protective order. 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.

**16.3** The COUNTY shall not use for personal gain, make other improper use of, or otherwise disclose to any third party, any privileged or confidential information which is acquired from CONTRACTOR in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; the CONTRACTOR Property, or any other information which should be reasonably understood by the COUNTY to be the confidential or privileged information of CONTRACTOR. The COUNTY agrees to take reasonable measures to protect CONTRACTOR’s privileged or confidential information and to ensure that such privileged or confidential information is not disclosed, distributed, or used in violation of the provisions of the Agreement (which measures will be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information).

**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**

Probation Department (Contract & Grants)  
3960 Orange St, Suite 600  
Riverside, CA 92501

**CONTRACTOR**

Orion Communications LLC  
8350 North Central Expressway, Ste 620  
Dallas, TX 75206

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement (except for the payment of any amount due hereunder) 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](http://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 request adjustments to 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.

## 22.2 Cyber Liability

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.

## 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 which shall not be unreasonably withheld, conditioned or delayed. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Notwithstanding the foregoing, CONTRACTOR may assign its rights and obligations under the Agreement, without the COUNTY's permission, in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction.

**23.2** Any waiver by either party 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 of either party 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 such other party 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** The Parties acknowledges that the Services are subject to the export laws and regulations of the United States. The Services are classified EAR 99 (No License Required). But those export laws and regulations prohibit or make subject to special controls the export or re-export of the CONTRACTOR software or the documentation use to provide the Services to certain countries listed in Country Group E in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations (“Prohibited Countries”), to certain persons and entities on the Denied Persons List contained in Supplement No. 2 to Part 764 of the Regulations and to certain Specially Designated Nationals and Blocked Persons listed by the U.S. Office of Foreign Assets Control (OFAC) (collectively “Prohibited Persons”). Accordingly, the Parties will not, directly or indirectly, export, re-export, license, sell, give, loan, transfer, disclose or otherwise grant access to the Services or the documentation to any Prohibited Country or Prohibited Person, to any foreign national of a Prohibited Country, to any person affiliated with a Prohibited Person, or to any person or entity outside of the United States of America without the express written consent of the other Party. These prohibitions will apply whether said person or entity is a subsidiary, parent, sister company or other affiliate.

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

**23.6** 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.

**23.7** 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.

**23.8** 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.




**24. Warranties & Limitations of Liability**

**24.1** THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE SOLE WARRANTIES PROVIDED BY CONTRACTOR HEREUNDER. CONTRACTOR SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE OR ANY OTHER ITEMS OR SERVICES COVERED BY OR FURNISHED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, OR (iii) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. CONTRACTOR DOES NOT WARRANT THAT ANY ITEMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

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

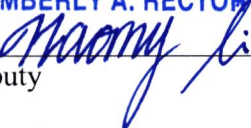
**ORION COMMUNICATIONS, LLC**

By:   
Chuck Washington, Chairman  
Board of Supervisors

By: Chuck Haling  
Name: Chuck Haling  
Title: President

Dated: 7/30/2024

Dated: Jul 11, 2024

ATTEST:  
Clerk of the Board  
**KIMBERLY A. RECTOR**  
By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: Lisa Sanchez  
Lisa Sanchez  
Deputy County Counsel

Dated: Jul 12, 2024

**23.9** 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.

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

**23.11** 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).

**23.12** 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.

**23.13 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 of the Agreement agrees to the use of electronic signatures, such as a digital signature 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 signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**23.14** 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.

EXHIBIT A  
SCOPE OF SERVICE

**1.0 PURPOSE**

The COUNTY Probation Department seeks software that will serve as the foundation for a department-wide Employee Data Management System, which will greatly improve the internal efficiency of the organization by combining certain employee information inclusive of schedules, training, leave requests, equipment, etc. (as more particularly described in Section 2 below) and making it readily available to all employees via a centralized web database.

The CONTRACTOR shall provide Workforce Management PLUS SaaS software based on the following:

- COUNTY Probation Department users will include a total of 1,000 civilians and sworn personnel.
- CONTRACTOR's cloud-based *Workforce Management PLUS* Operations toolbelt will reside in CONTRACTORS's Microsoft Azure Government infrastructure.
- The solution will include the companion Mobile app and one 2-way interface with the agency's PeopleSoft Human Capital Management (HCM).
- The annual license fee will include hosting, standard maintenance, and standard support.
- 5-year term, with the option to renew for three additional one year periods.
- COUNTY Probation Department will utilize CONTRACTOR's GSA Multiple Awards Schedule #47QTCA22D0032 for government discounted pricing

**2.0 DESCRIPTION**

Provide cloud-based term software usage and maintenance, as more particularly described below. IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion, and implementation support; network services, data/records management, and testing, as more particularly described below.

**2.1 CONTRACTOR shall provide Software – Workforce Management PLUS Operations Toolbelt**

The CONTRACTOR'S Operations Toolbelt shall include integrated modules that will centralize COUNTY'S Probation Department personnel management with scheduling, time and attendance, training and asset management as follows:

**Personnel Management**

- Employee Records
- Announcements
- Medical Logs

**Time and Attendance**

- Online Timesheets
- Accrual Tracking
  - Accrual Integration
- Pay Exception Mgmt.

**Note:** Accrual Tracking includes but is not limited to: Bi-weekly import of staff information from Peoplesoft will include importing/updating staff leave accrual bank balances so that the balances in workforce plus are consistent with the balances in PeopleSoft.

**Personnel Management**

- Skills & Certifications
- Internal Job Postings
- Activity Tracking
- Position Budgeting Controls
- Agency-Defined Security Roles

**Scheduling Management**

- Schedule Templates
- Shift Rosters
- Employee Calendars
- Work Assignments
- Leave Management
- Overtime Management
- Voluntary OT Signup
- Shift Swapping
- Subpoena Management
- Schedule Bidding
- Vacation Bidding
- Off-Duty/Special Event Mgmt.

**Training Requirements**

- Course Management
- Classroom Management
- Instructor Management
- Course Scheduling
- Training Results Tracking

**Asset Management**

- Asset purchase Tracking
- Asset Assignments

## 2.2 Software – PLUS Mobile App

CONTRACTOR shall provide the Orion Mobile app to enable authorized COUNTY Probation Department users to receive various types of notifications and to complete scheduling and administrative tasks using Android or iOS mobile devices.

## 2.3 Software – Interface Agent

CONTRACTOR shall provide Interface Agent, an architecture designed by CONTRACTOR to standardize workforce data exchanges between diverse platforms. Used with *Workforce Management PLUS*, COUNTY Probation Department will be able to send, receive and validate data exchanges with the County's HCM.

## 3.0 SERVICES

### 3.1 Software Installation

After kickoff, CONTRACTOR's Network and System Engineers will install the COUNTY Probation Department SaaS solution in CONTRACTOR's Microsoft Azure Government location. The site will then be accessible to the CONTRACTOR and COUNTY PROBATION DEPARTMENT project teams.

The configuration phase comprises of a Production and Test site. The production site is the master with all formal configuration setup and is not used for any form of testing. The test site is leveraged for testing of the application and training events. From time-to-time the production database will be used to refresh the test database. This restores the data-to-data points for proper testing and training.

### 3.2 Project Management

The CONTRACTOR's Project Management services shall consist of coordinating customer meetings, defining roles and responsibilities, centralizing management of customer documents, and acting as lead regarding the following activities:

- Kick Off Meeting Planning and Coordination
- Project Schedule Management
- Customer Meetings and Work Session Coordination
- Project Status Reports – Issued Every Other Week (bi-weekly)
- Authorization Processing for CONTRACTOR Payment / Invoicing

### 3.3 Implementation and Configuration Services

COUNTY Probation Department discovery sessions will include video conference meetings with CONTRACTOR and COUNTY Probation Department Subject Matter Experts (SMEs) focused on the following functional areas:

- Assessment of current COUNTY Probation Department methods and procedures that will be utilized in PLUS including personnel management, new hire management, civilian versus sworn personnel management, retirement and terminations, time and attendance, employee scheduling rules for leaves, overtime, court attendance, and if used by COUNTY Probation Department -- vacation bidding, scheduling bidding and shift swaps.
- Presentation of data collection forms and collection of data for PLUS system configuration.
- Prioritization of system functionality roll-out throughout the agency.

- Coordination of training requirements with CONTRACTOR training personnel.

CONTRACTOR will set up all basic system settings based on reference materials provided by COUNTY Probation Department and obtained through Business Analyst working sessions.

- Planned Schedules
- Leave-Time
- Overtime
- Personnel Classes
- Organizational Structure (Workgroups)
- Assignments (Work Positions)
- Statuses
- Skills and Certifications
- Training Courses and Classrooms
- Assets Categories / Types
- Security Roles

In addition, advanced configuration services will be provided to set up operational and administrative rules based on information gathered as part of the BA discovery sessions.

### **3.4 Interface Services**

CONTRACTOR will conduct a Subsystem Interface Review in which interface options will be reviewed with the SSO technical Subject Matter Expert(s) and 3rd party representative. Upon completion, the CONTRACTOR Interface Engineer working with the SSO SME will create an Interface Requirements Document (IRD) identifying the business requirements, interface methodology, and acceptance testing process. Acceptance Tests will be based on the functionality described in the approved IRD.

As a result, a 2-way interface with the COUNTY Probation department HCM will be established in which PLUS will:

- Send time and attendance data to HCM per COUNTY Probation department pay periods.
- Receive new hire, termination and leave accrual data from HCM.

### **3.5 Application Software Testing**

CONTRACTOR will provide User Acceptance Testing Plans (UATs) that are formal documents which include multiple use case scenarios. Each scenario will include the test user-type, testing description, pre-conditions, sequence of steps to be followed, expected results, logging of any issues and the actual results as either pass, fail or pass w/exception. COUNTY Probation department will use these documents to complete system acceptance testing and reporting of result to CONTRACTOR for resolution.

## **4.0 TRAINING**

### **4.1 Post-Configuration Training**

CONTRACTOR will provide instructor-led training via video conference that explains how the system has been set up. This training will be targeted to personnel who will be administering the COUNTY PROBATION

DEPARTMENT system long-term. CONTRACTOR will provide client specific training materials in PowerPoint format.

**4.2 Management Training**

CONTRACTOR will provide instructor-led training via video conference that will cover how to use the system to manage agency personnel, their schedules, training and assets. Participants will be given hands-on exercises and will perform functionality tasks. This training will be targeted to personnel administrators, supervisors and staff managers. CONTRACTOR will provide client specific training materials in PowerPoint format.

**4.3 Train-the-Trainer**

CONTRACTOR will provide instructor-led training via video conference that will be used by COUNTY PROBATION DEPARTMENT to train agency end-user personnel. The first half will focus on how to train the general user population and the second half will focus on supervisory personnel. CONTRACTOR will provide client specific training materials in PowerPoint format.

**5.0 Timeline and Implementation**

5.1 The timeline for this project is estimated to be 8-9 months from kickoff.

TASK	M1	M2	M3	M4	M5	M6	M7
Contract Executed	█						
Kickoff Meeting	█						
Install Software	█						
Discovery Sessions	█	█					
Data Seeding	█	█					
Configuration & Review			█	█			
Interface Setup			█	█			
CONTRACTOR Testing				█	█		
Customer Testing				█	█		
TTT Sessions						█	
County End User Training						█	
Go-Live							█

**6.0 POST-GO LIVE STANDARD SUPPORT**

**6.1 30-Days Post Go-Live**

During a 30-day period following a go-live date, CONTRACTOR will conduct day-to-day monitoring of the client site with the client administrator(s) and manage any issues through a shared online punch list.

Conference call meetings for the first week are conducted daily. After this first week, the client team and CONTRACTOR determine if/when scheduled meeting time requirements are necessary for formal issue resolution working sessions. Otherwise the shared online punch-list is monitored and scheduled check-in and review meetings are conducted.

### **6.2 90-Days Post Go-Live**

After the initial 30-day period has concluded, the punch-list is no longer used. The client is then moved to CONTRACTOR'S Standard Online Support site. The team that was supporting the customer during the first 30 days continues to provide post 60-day support with a priority to address any of the client's support tickets. Tickets are still managed based upon service levels, but the priority (60 day) service provides a higher level of responsiveness and coordination.

### **6.3 Support Severity Levels and Response Process**

CONTRACTOR provides services that support 7x24 365 days a year. The following are the support services and response considerations offered by CONTRACTOR's Standard Support.

#### **6.3.1 Severity Level 1 - Critical**

- *Critical Priority Definition:* Critical applications or services are entirely in a non-responsive state and severely impacts client personnel productivity, citizen security/safety, and/or departmental revenue generation. This is defined as the application is down, critical servers are inoperative, complete interruption of data intake or retrieval, or loss of data and high levels of corruption.
- *Business Hours:* Telephone calls to CONTRACTOR'S direct service line are answered during workhours by support personnel and after hours by the on-call support staff.
- *Response:* Response within thirty (30) minutes of notification.
- *Customer Updates:* Everyone (1) hours until resolution or an agreed upon update schedule is decided upon.
- *After Hours:* Sixty (60) minute call back after client telephone contact to 866-779-1689.

#### **6.3.2 Severity Level 2 – Urgent Priority**

- *Urgent Priority Definition:* The Services are not meeting the criteria of a critical priority, but which severely impacts the ability of a large number of users to utilize the Services or if they do use the Services the errors will be consistent and reproducible.
- *Business Hours:* Telephone calls to 866-779-1689 are answered and managed as they come in with no need for a call back.
- *Response:* Engagement of support within two (2) hours of notification.
- *Customer Updates:* Every four (4) hours until resolution or an agreed upon update schedule is decided upon.
- *After Hours:* Ninety (90) minute call back after client telephone contact to 866-779-1689.

#### **6.3.3 Severity Level 3 – High Priority**

- *High Priority Definition:* An issue which does not have significant impact on productivity for the County's department and/or its personnel. Generally, this means over 25% of the Services are not functional or are negatively impacting users with this error.
- *Business Hours:* Telephone calls to 866-779-1689 are answered and managed as they come in



with no need for a call back.

- *Response:* Engagement of support within twenty-four (24) hours of notification.
- *Customer Updates:* Every 48 hours (48) hours until resolution or an agreed upon update schedule is decided upon.
- *After Hours:* This priority of issue is not managed via after hours support.

#### **6.3.4 Severity Level 4 - Medium Priority**

- *Medium Priority Definition:* An error related to user functionality which does not prevent routine use of the services or a high priority issue when a reasonable workaround has been provided. Typically, not covered in after-hours service support incident.
- *Business Hours:* Telephone calls to 866-779-1689 are answered and managed as they come in with no need for a call back.
- *Response:* Engagement of support within forty-eight (48) hours of notification.
- *Customer Updates:* Every 5 working days until resolution or an agreed upon update schedule is decided upon.
- *After Hours:* This priority of issue is not managed via after hours support.

#### **6.3.5. Severity Level 5 - Low Priority**

- *Low Priority Definition:* All other software or documentation errors not described above. Client technical questions would be a part of this level.
- *Business Hours:* Telephone calls to 866-779-1689 are answered and managed as they come in with no need for a call back.
- *Response:* Engagement of support within five (5) days of notification.
- *Customer Updates:* As ticket is resolved with agreed upon update schedules.
- *After Hours:* This priority of issue is not managed via after hours support.

### **7.0 Standard Support Services Not Included**

The following services are not included in CONTRACTOR'S Standard Support Services:

- Client programming services.
- On-site support services.
- Training services.
- Hardware and/or related supplies.

### **7.1 Charged-for Enhancements and Modules**

From time to time, at CONTRACTOR'S sole discretion, CONTRACTOR will make available client enhancements or additional modules to the services that the client may obtain from CONTRACTOR as part of their payment of the applicable usage fee(s) established by CONTRACTOR at the time COUNTY requests such enhancements or additional modules. Upon CONTRACTOR and COUNTY'S agreement on the scope of enhancements or additional modules to be added to the service along with the additional usage fee, such enhancements or additional modules are considered part of the services under this agreement.

## **7.2 Help Desk Services**

CONTRACTOR maintains a Support Help Desk so that clients may report problems via CONTRACTOR'S online Trouble Ticketing System and obtain assistance in the installation and/or use of the services. Client system administrator(s) are given onboarding instructions on how to use the CONTRACTOR online support site services and system access. This enables submission of trouble tickets requests and online viewing through to resolution status. It includes email notification of trouble ticket resolution and ticket web link.

## **8.0 Obligations of Client**

### **8.0.1 Client Contact**

The client will notify CONTRACTOR of the client's designated client contact(s). To the maximum extent practicable, client's communications with CONTRACTOR will be through the designated client contact(s). (Reference Section 17 **Administration/Contract Liaison**)

### **8.0.2 Error Documentation**

Upon detection of any error in the services, the client will provide CONTRACTOR with detailed information regarding the error or issue. This includes completing forms within the Support Site, screen shots, follow-up documentation requested by support personnel, and details of the business process or screen sequence the customer utilized to create the issue/error.

**EXHIBIT B  
PAYMENT PROVISIONS**

**Pricing**

The following pricing is based on CONTRACTOR’s GSA Multiple Awards Schedule #47QTCA22D0032 government discounted pricing, with the exception of CONTRACTOR’s training services which is not available via GSA at this time.

- COUNTY shall pay an annual usage fee (the “Annual Usage Fee”) in the amount set forth below for use of the SaaS solution for a twelve (12) month period prior to the commencement of such 12 month period. A prorated initial year's Annual Usage Fee shall begin when the SaaS solution is installed in CONTRACTOR’s Microsoft Azure Government infrastructure application and the site is made available to COUNTY Probation by CONTRACTOR (the “Installation Date”), which is anticipated on 08/01/2024 and ends on June 30,2025.
- This prorated period will be invoiced upon the Installation Date and is due based upon the terms of this agreement.
- The Annual Usage Fee for the following Fiscal Years 25/26, 26/27, 27/28, and 28/29 usage periods will be invoiced in full in June of each respective year to cover the upcoming July 1 - June 30 annual usage periods.
- The fee for the One Time Installation Services set forth below will be invoiced upon completion of the installation services and is due within thirty (30) days after receipt of such invoice. In the event CONTRACTOR is requested to perform installation services in an amount that exceeds the “Not to Exceed Hour” set forth below, additional installation services will be performed on an hourly basis at the rates set forth below with the additional fees being invoiced monthly for the additional hour of services performed in the prior month, provided, however, Contractor shall not be required to perform such additional installation services until the COUNTY has executed an amendment agreeing to be responsible for the payment of such additional fees in excess of the maximum amount set forth in Section 3.1 of the Agreement.
- The fee for the One Time Training Services set forth below will be invoiced in advance prior to commencement of the training and is due within thirty (30) days after receipt of such invoice. In the event CONTRACTOR is requested to perform training services in an amount that exceeds the “Not to Exceed Hour” set forth below, additional training services will be performed on an hourly basis at the rates set forth below with the additional fees being invoiced monthly for the additional hour of services performed in the prior month, provided, however, Contractor shall not be required to perform such additional training services until the COUNTY has executed an amendment agreeing to be responsible for the payment of such additional fees in excess of the maximum amount set forth in Section 3.1 of the Agreement.

	Year 1	Year 2	Year 3	Year 4	Year 5	Option to Renew	
Description:	FY24/25 8/1/24- 6/30/25	FY25/26 7/1/25- 6/30/26	FY26/27 7/1/26- 6/30/27	FY27/28 7/1/27- 6/30/28	FY 28/29 7/1/28 - 6/30/29	for 3 Additional one-year periods	Total
One-time Costs: (Services and Training)	\$30,391.70						\$30,391.70
Annual Usage Fee	\$34,657.70	\$83,178.49	\$83,178.49	\$83,178.49	\$83,178.49	\$83,178.49 per year for 3 yrs.	\$616,907.13
Total NTE Annual Cost	\$65,049.40	\$83,178.49	\$83,178.49	\$83,178.49	\$83,178.49	\$249,535.47	\$647,298.93

**SOFTWARE**

<i>SIN</i>	<i>Part #</i>	<i>Software Products</i>	<i>GSA Price</i>	<i>Unit</i>	<i>Annual Total</i>
511210	WMP-OPS-2000	Workforce Mgmt. PLUS OPERATIONAL TOOLBELT (501 - 2,000 User Tier)	\$68.92	Annual Per User	\$58,582.00
511210	MO-APP	Orion Mobile App	\$11.37	Annual Per User	\$9,664.50
511210	AGENT-2W	Interface Agent (2-Way)	\$14,931.99	YR	\$14,931.99
<b>ANNUAL USAGE FEE TOTAL</b>					<b>\$83,178.49</b>

**One Time Installation SERVICES (PER GSA CONTRACT)**

<i>SIN</i>	<i>Description</i>	<i>GSA Price</i>	<i>Not to Exceed Hrs.</i>	<i>Price</i>
	Installation	No Charge	-	\$0.00
54151S	IT Project Manager	\$187.41	10	\$1,874.10
54151S	IT Business Analyst / Data Specialist	\$234.26	40	\$9,370.40
54151S	IT Engineer	\$234.26	40	\$9,370.40
54151S	Sr. Systems Engineer	\$257.68	10	\$2,576.80

TOTAL ONE TIME INSTALLATION SERVICES (PER GSA CONTRACT) \$23,191.70

**One Time Training SERVICES (NOT ON GSA CONTRACT)**

<i>Description</i>	<i>Price</i>	<i>Not to Exceed Hrs.</i>	<i>Price</i>
Post-Configuration Training (via video conference)	\$150.00	8	\$1,200.00
Management Training (via video conference)	\$150.00	24	\$3,600.00
Train-the-Trainer (via video conference)	\$150.00	16	\$2,400.00

TOTAL ONE TIME TRAINING SERVICES (NOT ON GSA CONTRACT) \$7,200.00

8350 NORTH CENTRAL EXPRESSWAY  
SUITE 620  
DALLAS, TX 75206  
TEL 800.779.1689  
WWW.ORIONCOM.COM



February 8, 2024

Vaness Manuel  
Procurement Contract Specialist  
2980 Washington St  
Riverside, CA 92504

Dear Vaness,

The products provided by Orion Communications, LLC including but not limited to Workforce Management PLUS, CourtNotify, PLUS Mobile, Evidence Manager, AttendanceTRKR and Impound Manager are all proprietary software developed by Orion Communications, LLC. The software is confidential and copyrighted by Orion Communications, LLC. All development, updates and distributions are controlled by Orion Communications, LLC. The products are distributed under license agreements for usage requiring a fee or subscription to be used through Orion Communications, LLC.

Regards,

A handwritten signature in blue ink, appearing to read 'Leslie DeLatte', with a long horizontal flourish extending to the right.

Leslie DeLatte  
President



*insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)*

The Probation Department seeks approval to procure Orion Communications Inc.'s cloud-based Workforce Management Plus Operational Toolbelt software package software, license, and maintenance. The vendor will provide IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion, and implementation support; network services, data/records management, and testing.

**6. Unique features of the supply/service being requested from this supplier. (If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)**

The vendor's Workforce Management PLUS software is proprietary and will serve as the foundation for a department-wide Employee Data Management System. It is the only software with a unique program that offers all aspects of employee management, real-time scheduling, workforce and day off requests in one system to save time and expense.

While there are a number of vendors that offers certain services being offered by Workforce Management Plus, none of these vendors bundle all the components together and have streamlined the business process specifically for law enforcement agencies.

Orion Communications software system is currently used by Riverside County Sheriff, Dallas County (TX), Miami-Dade County (FL) and El Paso County (TX). All of these agencies have deemed Orion Communications products to be the sole source for these software packages.

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

While the County uses the Peoplesoft HRMS system for basic employee data tracking, there is no system in place that combines all aspects of Probation's employee information in one place. The department currently has separate software packages for training records, equipment distribution, shift scheduling within the institution and employee rosters in multiple forms are kept at multiple sites. Due to the operations of the 24/7 juvenile halls, the level of scheduling and shift bidding required and the need to capture more detailed information, the department currently uses a paper timesheet which is then manually entered into Peoplesoft HRMS for payroll processing. The current Peoplesoft timekeeping module does not allow the department to submit payroll records at a detailed level.

The Workforce Management Plus software is already in use by the Riverside County Sheriff Office (RSO) since 2010 and is already integrated with the county's employee database and payroll system. The Probation Department has a similar operational structure like RSO, with both Field Services and Institutional facilities operations, therefore the implementation to this new system will be streamlined and efficient.

Workforce Management Plus software product will allow all departmental employee functions to be combined into one database system accessible by all employees for improved efficiency and reduced workloads.

**8. Period of Performance:**

From: February 2024 to June 30, 2029

(Total number of year, 5)

\*With option to renew for an additional three years through 6/30/32

Is this an annually renewable contract?  No  Yes

Is this a fixed-term agreement:  No  Yes

*(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)*

**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. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Option to Renew for 3 additional one-year periods	Total
One-time Costs: Services and Training	\$30,971.70						\$30,391.70
Ongoing Costs: Annual Usage Fee	\$20,794.62	\$83,178.49	\$83,178.49	\$83,178.49	\$83,178.49	\$83,178.49 per year 3 yrs.	\$603,044.05
<b>Total Cost</b>	<b>\$51,186.32</b>	<b>\$83,178.49</b>	<b>\$83,178.49</b>	<b>\$83,178.49</b>	<b>\$83,178.49</b>	<b>\$249,535.47</b>	<b>\$633,435.75</b>

**10. Price Reasonableness:** *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

This requirement is per government pricing which extends a 5% discount to the County of Riverside as a local government agency. The vendor's pricelist reflects government NET prices with discounts deducted.

Discounted pricing does not satisfy the competitive bid process therefore the department is seeking single source approval.



11. Projected Board of Supervisor Date (if applicable): \_\_\_\_\_

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

	Christopher A. Wright	2-27-24
Department Head Signature (or designee)	Print Name	Date

-----  
The section below is to be completed by the Purchasing Agent or designee.  
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Purchasing Department Comments:

**Approve**

Approve with Condition/s

Disapprove

Condition/s:

Approved with yearly costs NTE amounts listed above. Includes option to renew for an additional three years through 6/30/32 at an annual amount NTE \$83,178.49.

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Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)

(If Annual Amount Varies each FY)

FY 23/24	:	\$ 51,186.32
FY 24/25	:	\$ 83,178.49
FY 25/26	:	\$ 83,178.49
FY 26/27	:	\$ 83,178.49
FY 27/28	:	\$ 83,178.49

	2/27/24	24-200
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

<b>REQUESTED PURCHASE:</b>	WORKFORCE MANAGEMENT PLUS ADMINISTRATOR SOFTWARE PACKAGE
<b>DEPARTMENT/AGENCY:</b>	RIVERSIDE COUNTY PROBATION
<b>CONTACT NAME/PHONE:</b>	VERPNICA MOON (951)201-1600
<b>PURCHASE REQUEST:</b>	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	<p>The Probation Department seeks approval to procure Orion Communications Inc.'s cloud-based Workforce Management Plus Operational Toolbelt software package software, license, and maintenance. The vendor will provide IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion, and implementation support; network services, data/records management, and testing.</p> <p>The vendor's Workforce Management PLUS software is proprietary and will serve as the foundation for a department-wide Employee Data Management System. It is the only software with a unique program that offers all aspects of employee management, real-time scheduling, workforce and day off requests in one system to save time and expense.</p> <p>While there are a number of vendors that offers certain services being offered by Workforce Management Plus, none of these vendors bundle all the components together and have streamlined the business process specifically for law enforcement agencies.</p> <p>Orion Communications software system previously known as "Agency Web" is currently used by Riverside County Sheriff, Dallas County (TX), Miami-Dade County (FL) and El Paso County (TX). All of these agencies have deemed Orion Communications products to be the sole source for these software packages</p>
<b>BUSINESS NEEDS ADDRESSED</b>	<p>While the County uses the Peoplesoft HRMS system for basic employee data tracking, there is no system in place that combines all aspects of Probation's employee information in one place. The department currently has separate software packages for training records, equipment distribution, shift scheduling within the institution and employee rosters in multiple forms are kept at multiple sites. Due to the operations of the 24/7 juvenile halls, the level of scheduling and shift bidding required and the need to capture more detailed information, the department currently uses a paper timesheet which is then manually entered into Peoplesoft HRMS for payroll processing. The current Peoplesoft timekeeping module does not allow the department to submit payroll records at a detailed level.</p> <p>The Workforce Management Plus software previously known as "Agency Web" is already in use by the Riverside County Sheriff Office (RSO) since 2010 and is already integrated with the county's employee database and payroll system. The Probation Department has a similar operational structure like RSO, with both Field</p>



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
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Tracking Number for Internal Use Only

Services and Institutional facilities operations, therefore the implementation to this new system will be streamlined and efficient.

Workforce Management Plus software product will allow all departmental employee functions to be combined into one database system accessible by all employees for improved efficiency and reduced workloads.

**ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?**  
 NO     YES     UNKNOWN

**BUSINESS CRITICALITY**  
 Run the business  
 Grow the business  
 Transform the business

**BUSINESS IMPACT (SELECT ALL THAT APPLY)**  
 Support current operations  
 Reduce Expenses  
 Improve Customer Service  
 Improve Operational Efficiencies

**BUSINESS RISKS**  
 Financial: None  
 Operational: None  
 Customer: None

**ALTERNATIVE SOLUTIONS**  
 1. None available  
 2. [Solution]  
 3. [Solution ]

**TRANSACTION**     Cash Purchase     Lease Purchase    Lease Years: \_\_\_\_\_

**PURCHASE COSTS**  
 Hardware: \$  
 Software: \$  
 Labor: \$  
**TOTAL COST: \$ 30,971.70**

**Is this Budgeted?**  
 Yes     No

**COST BENEFIT ANALYSIS**

	ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE
Current Annual Cost			
Ongoing Annual Cost	\$83,178.49		
Annual Cost Savings			
<b>Net Annual Savings</b>			
Project Implementation Cost			
<b>Project Payback Period? yrs</b>			

Department Head Signature: *Charles D. Light*    Date: *2/16/24*

**RCIT RECOMMENDATION – for purchases and renewals under \$100,000**

Recommended:     Yes     No (Non-recommended requests submit to TSOC)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Information Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for  
Internal Use Only

<b>RCIT explanation for non-recommended requests:</b>

<b>TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals</b>	
Recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No (In no, provide explanation below)	
TSOC Chair Signature:	Date:

<b>TSOC explanation for denied requests:</b>