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



ITEM: 3.40 (ID # 27684) MEETING DATE: Tuesday, May 20, 2025

FROM: RIVERSIDE COUNTY INFORMATION TECHNOLOGY

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Ratify and approve Agreement No. ITARC-92045-001-04/30 by and between the County of Riverside and SAS Integrated, LLC to provide the Honeywell Pro-Watch Corporate Edition Software License and Support for the County's badge access system from May 1, 2025, through April 30, 2026, with the option to renew for four (4) additional annual renewals through April 30, 2030 for a total amount not to exceed \$658,728, All Districts. [Total Aggregate Cost \$658,728, RCIT Budget – 100%]

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

- 1. Ratify and approve Agreement No. ITARC-92045-001-04/30 by and between the County of Riverside and SAS Integrated, LLC to provide the Honeywell Pro-Watch Corporate Edition Software License and Support for the County's badge access system from May 1, 2025, through April 30, 2026, with the option to renew for four (4) additional annual renewals through April 30, 2030, for a total amount not to exceed \$658,728; authorize the Chair of the Board to execute three (3) copies of the same on behalf of the County;
- 2. Authorize the Purchasing Agent in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that exercise the options of the Agreement;

Continued on page 2

**ACTION:**Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Medina, Spiegel, Washington, Perez and Gutierrez

Nays:

None

Absent: Date:

None May 20, 2025

Fim Smith

XC:

RCIT

3.40

Kimberly

Clerk

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

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

- 3. Authorize the Purchasing Agent to issue Purchase Orders for the required services that do not exceed the BOS total approved amount for the term of the Agreement; and
- 4. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the Agreement to RCIT for distribution.

FINANCIAL DATA	Current I	Fiscal Year:	Nex	t Fiscal Year:	Total Cost:			Ongoing Cost	
COST	\$	0	\$	124,245	\$	658,728	\$		0
NET COUNTY COST	\$	0	\$	0	\$	(	\$		0
SOURCE OF FUNDS	S: RCIT	Budget –	100%			Budget Ac	ljustr	nent: N	0
						For Fiscal	Year	: 25/26 – 2	9/30

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### Summary

The request before the Board is to approve Agreement No. ITARC-92045-001-04/30 with SAS Integrated, LLC. This renewal provides maintenance and technical support services for the Honeywell Pro-Watch security and badge access control system used to safeguard County facilities. Continuing these services will allow the County to preserve the current level of support, ensure uninterrupted security operations, protect personnel from unauthorized access to County facilities, and uphold compliance with security protocols.

Under the EUSSA, the County will continue to receive the highest level of support directly from Honeywell for emergencies, routine maintenance, and technical assistance. As the designated value-added reseller partner, SAS Integrated, LLC. will provide direct, expert-level support for Honeywell Pro-Watch, ensuring uninterrupted service, rapid issue resolution, and optimized security operations. These services are critical for sustaining the current level of support that the County relies on to keep security and access control systems fully operational.

Maintaining direct access to Honeywell's enterprise support will reinforce security and access management across County facilities. The County will continue to benefit from proactive maintenance, minimized downtime, and enhanced system reliability. Approval of this agreement will enable the County to secure pricing for software license and support keeping the annual cost uplift to 2.78%, which is below the industry standard annual increase of 5%.

#### Impact on Residents and Businesses

There are no negative impacts on residents or businesses in the County of Riverside.

#### SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE. STATE OF CALIFORNIA

#### **Additional Fiscal Information**

The cost of the agreement is paid with an annual payment due prior to the period of performance, and the annual cost is as follows:

Fiscal Year	Total			
FY25/26	\$124,245.03			
FY26/27	\$127,753.49			
FY27/28	\$131,586.65			
FY28/29	\$135,538.49			
FY29/30	\$139,604.07			
Total	\$658,727.73			

#### **Contract History and Price Reasonableness**

The Riverside County Purchasing Department, on behalf of Riverside County Information Technology (RCIT), released Request for Quote (RFQ) #ITARC-566 ("bid") for the renewal of Honeywell Pro-Watch Corporate Edition Software License and Support. The RFQ was posted publicly to PublicPurchase.com on February 21, 2025, and 457 potential vendors were notified via Public Purchase. The bid closed on March 17, 2025. County Purchasing received five (5) bid responses with proposals ranging from \$658,727.73 to \$740,860.94. After carefully evaluating the bids and confirming the bidders were Honeywell certified, the recommended award went to SAS Integrated, LLC., as the lowest responsive and responsible bidder.

5/5/2025 Alonzo Barrera, Principa

#### **ATTACHMENTS:**

A. Agreement No. ITARC-92045-001-04/30

#### AGREEMENT No. ITARC-92045-001-04/30

for

# HONEYWELL PRO-WATCH CORPORATE EDITION SOFTWARE LICENSE AND SUPPORT

between

### COUNTY OF RIVERSIDE and SAS INTEGRATED, LLC

This Agreement is entered by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and SAS Integrated, LLC., a Nevada Limited Liability Company (herein referred to as "RESELLER") with a primary place of business at 4012 S. Rainbow Blvd. K624, Las Vegas, NV., based on reseller's response to RFQ no. ITARC-566 for Honeywell Pro-Watch Corporate Edition Software License and Support. The parties agree as follows:

#### 1. Description of Services:

- **1.1** RESELLER shall provide all services as outline and specified at the cost as stated in Attachment B, Oracle Hardware and Support Service Annual Pricing, to the Agreement.
- **1.2** RESELLER represents that they have the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. RESELLER shall perform to this satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 RESELLER affirms that it is fully apprised of all the work to be performed under this Agreement; and the RESELLER agrees it can properly perform this work at the prices stated in Exhibit A. RESELLER is not to perform services or provide products outside of the Agreement.
- **1.4** Acceptance by the COUNTY of the RESELLER's performance under this Agreement does not operate as a release of RESELLER's responsibility for full compliance with the terms of this Agreement.

#### 2. Period of Performance:

The Period of Performance for this Agreement shall be for one (1) year from May 1, 2025, through April 30, 2026, with the option to renew for four (4) additional annual renewals via written Amendment only through April 30, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services.

#### 3. Compensation

- 3.1 The COUNTY shall pay the RESELLER for services and products provided by RESELLER in accordance with the terms of this Agreement. Maximum payments COUNTY to RESELLER shall not exceed the annual amount stated in Exhibit A of this Agreement. 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. All invoices will be due and payable Net 30 days after date of invoice.
- 3.2 Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### 4. Hold Harmless/Indemnification:

- **4.1** RESELLER 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, or acts or omissions, of reseller, its officers, employees, subcontractor, 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. reseller 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.
- **4.2** With respect to any action or claim subject to indemnification herein by RESELLER. RESELLER 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 the COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes reseller indemnification to Indemnitees as set forth herein.
- **4.3** RESELLER obligation hereunder shall be satisfied when RESELLER has provided to COUNTY the appropriate form of dismissal relieving county from any liability for the action or claim involved.

#### 5. Termination:

- **5.1** COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the Reseller stating the extent and effective date of termination.
- **5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for reseller default, if reseller refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.
- **5.3** RESELLER 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 reseller; or in the event of reseller unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

#### 6. Alteration or Changes to the Agreement

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

#### 7. 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**

Riverside County Information Technology Attn: Erika Woods, Procurement Contract Specialist 3450 14<sup>th</sup> Street Riverside, CA 92501

#### RESELLER

SAS Integrated, LLC. Attn: Derek Spiger Account Manager 4012 S. Rainbow Blvd. K624 Las Vegas, NV 89103

#### 8. Insurance

Without limiting or diminishing the RESELLER'S obligation to indemnify or hold the COUNTY harmless, RESELLER 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 RESELLER has employees as defined by the State of California, the RESELLER 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. Policy shall name the COUNTY as Additional Insureds.

#### **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 RESELLER'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. Policy shall name the COUNTY as Additional Insureds.

#### C. Insurance Requirements for IT Contractor Services:

RESELLER 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 RESELLER, its agents, representatives, or employees. RESELLER 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 RESELLER 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 RESELLER 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 RESELLER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

#### 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 RESELLER 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 Country's Risk Manager, RESELLER'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) RESELLER shall cause RESELLER'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 a minimum of 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. If RESELLER insurance carrier(s) policies does not meet the minimum notice requirement found herein, RESELLER shall cause RESELLER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements 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. RESELLER 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 5) It is understood and agreed to by the parties hereto that the RESELLER's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the RESELLER has become inadequate.
- 7) RESELLER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) RESELLER 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.

#### 10. General:

- 10.1 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.
- 10.2 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.
- 10.3 The following documents are attached to and incorporated into this Agreement:
  - A) Exhibit A: Product Specifications / Payment Provisions
  - B) Exhibit B: End User Software Support Agreement
- 10.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

10.5 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 this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature page to follow]

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

y: Sandy

Nevada Limited Liability Corporation

Sandy Spiger

Digitally signed by Sandy Spige DN: C=US, E=sandy@sasintegrated.com, O=SAS Integrated LLC, CN=Sandy Spiger

Sandy Spiger

Owner, Managing Member

SAS Integrated, LLC., a

Dated: 04/30/2025

Dated: 5-6-2025

Exhibit A
Product Specifications / Payment Provisions

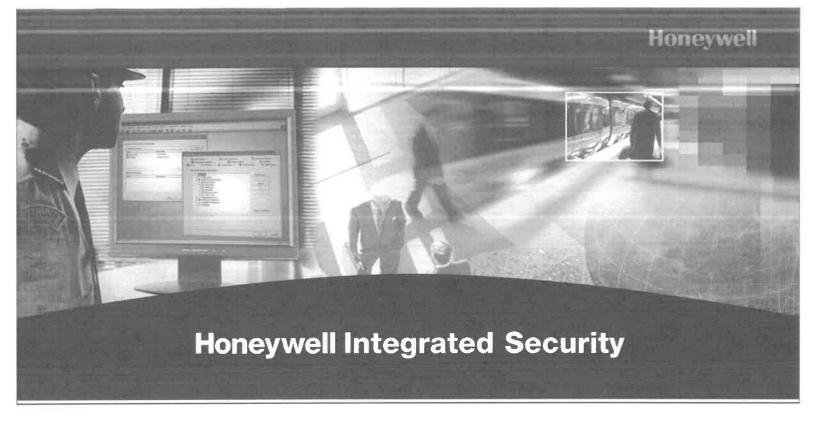
Description	Part #	Qty	Unit Price	Total Price
Annual End User 24/7 Software Support Agreement				
Pro-Watch Corporate Edition				
Includes support for (1) Server License, (1) Concurrent User License, (96) Reader License	SSAEUPWCE	1	\$6,133.05	\$6,133.05
Pro-Watch CE PW-535320161026-P R5.5 3762 readers, 64 users, 2 badge licenses				
Annual End User 24/7 Software Support Agreement 32 Reader Add-On	SSAEUPWCER	115	<u>\$652.05</u>	\$74,985.75
Annual End User 24/7 Software Support Agreement Concurrent User License Add-On	SSAEUPWCEU	62	<u>\$635.15</u>	\$39,379.30
Annual End User 24/7 Software Support Agreement Concurrent Badging License Add-On	SSAEUPWCEB	1	\$722.93	<u>\$722.93</u>
Annual End User 24/7 Software Support Agreement ProWatch DEV License,  DEV License PW-891320211221-T	SSAPWCEDEV	1	\$0.00	\$0.00
System Optimization - Remote System Optimization Service	CPSSYSOPPRM	2	\$1,512.00	\$3,024.00
(Year 1) May 1, 2025 –	April 30, 2026			\$124,245.03

Description	Part #	Qty	Unit Price	Total Price
Annual End User 24/7 Software Support Agreement				
Pro-Watch Corporate Edition				
Includes support for (1) Server License, (1) Concurrent User License, (96) Reader License	SSAEUPWCE	1	\$6,317.04	\$6,317.04
Pro-Watch CE PW-535320161026-P R5.5 3762 readers, 64 users, 2 badge licenses				
Annual End User 24/7 Software Support Agreement 32 Reader Add-On	SSAEUPWCER	115	<u>\$671.61</u>	\$77,235.15
Annual End User 24/7 Software Support Agreement Concurrent User License Add-On	SSAEUPWCEU	62	\$652.14	\$40,432.68
Annual End User 24/7 Software Support Agreement Concurrent Badging License Add-On	SSAEUPWCEB	1	<u>\$744.62</u>	\$744.62
Annual End User 24/7 Software Support Agreement ProWatch DEV License,  DEV License PW-891320211221-T	SSAPWCEDEV	1	\$0.00	\$0.00
System Optimization - Remote System Optimization Service	CPSSYSOPPRM	2	\$1,512.00	\$3,024.00
(Year 2) May 1, 2026 – April 30, 2027			\$127,753.49	

Description	Part #	Qty	Unit Price	Total Price
Annual End User 24/7 Software Support Agreement				
Pro-Watch Corporate Edition				
Includes support for (1) Server License, (1) Concurrent User License, (96) Reader License	SSAEUPWCE	1	\$6,506.56	\$6,506.56
Pro-Watch CE PW-535320161026-P R5.5 3762 readers, 64 users, 2 badge licenses				
Annual End User 24/7 Software Support Agreement 32 Reader Add-On	SSAEUPWCER	115	<u>\$691.76</u>	\$79,552.40
Annual End User 24/7 Software Support Agreement Concurrent User License Add-On	SSAEUPWCEU	62	<u>\$671.71</u>	\$41,646.02
Annual End User 24/7 Software Support Agreement Concurrent Badging License Add-On	SSAEUPWCEB	1	<u>\$766.95</u>	<u>\$766.95</u>
Annual End User 24/7 Software Support Agreement ProWatch DEV License,  DEV License PW-891320211221-T	SSAPWCEDEV	1	\$0.00	\$0.00
System Optimization - Remote System Optimization Service	CPSSYSOPPRM	2	\$1,557.36	\$3,114.72
(Year 3) May 1, 2027 – April 30, 2028			\$131,586.65	

Description	Part #	Qty	Unit Price	Total Price
Annual End User 24/7 Software Support Agreement				
Pro-Watch Corporate Edition				
Includes support for (1) Server License, (1) Concurrent User License, (96) Reader License	SSAEUPWCE	1	\$6,701.78	\$6,701.78
Pro-Watch CE PW-535320161026-P R5.5 3762 readers, 64 users, 2 badge licenses				
Annual End User 24/7 Software Support Agreement 32 Reader Add-On	SSAEUPWCER	115	<u>\$712.55</u>	\$81,943.25
Annual End User 24/7 Software Support Agreement Concurrent User License Add-On	SSAEUPWCEU	62	\$691.86	\$42,895.32
Annual End User 24/7 Software Support Agreement Concurrent Badging License Add-On	SSAEUPWCEB	1	<u>\$789.96</u>	<u>\$789.96</u>
Annual End User 24/7 Software Support Agreement ProWatch DEV License,  DEV License PW-891320211221-T	SSAPWCEDEV	1	\$0.00	\$0.00
System Optimization - Remote System Optimization Service	CPSSYSOPPRM	2	\$1,604.09	\$3,208.18
(Year 4) May 1, 2028 – April 30, 2029			\$135,538.49	

Description	Part #	Qty	Unit Price	Total Price
Annual End User 24/7 Software Support Agreement				
Pro-Watch Corporate Edition				
Includes support for (1) Server License, (1)	CC A ELIDWICE		66 002 84	EC 002 94
Concurrent User License, (96) Reader License	SSAEUPWCE	1	\$6,902.84	\$6,902.84
Pro-Watch CE PW-535320161026-P R5.5 3762 readers, 64 users, 2 badge licenses				
Annual End User 24/7 Software Support				
Agreement 32 Reader Add-On	SSAEUPWCER	115	<u>\$733.93</u>	\$84,401.95
Annual End User 24/7 Software Support				
Agreement Concurrent User License Add-On	SSAEUPWCEU	62	\$712.60	\$44,181.20
Annual End User 24/7 Software Support				
Agreement Concurrent Badging License Add-On	SSAEUPWCEB	1	\$813.66	<u>\$813.66</u>
Annual End User 24/7 Software Support				
Agreement ProWatch DEV License,	SSAPWCEDEV		\$0.00	\$0.00
<b>DEV License PW-891320211221-T</b>		1		
System Optimization -	CPSSYSOPPRM		\$1,652.21	\$3,304.42
Remote System Optimization Service		2		
	V			
(Year 5) May 1, 2029 – April 30, 2030			\$139,604.07	



### Exhibit B

## End User Software Support Agreement

Prepared for:

**SAS Integrated (Reseller)** 

and

**Riverside County Information Technology (End User)** 

Page left blank.

#### Introduction

As technology continues to advance in lockstep with the complexity of today's enterprise level security systems, a commensurately higher level of support is required to guarantee maximum system performance. To that end, End Users around the globe have requested direct technical support from highly skilled Honeywell Integrated Security enterprise systems support professionals to ensure that their security management systems are optimized with an absolute minimum of system interruptions or other performance issues.

In direct response to the voice of our End Users, Honeywell is pleased to offer the End User Software Support Agreement ("EUSSA") program. This program provides End Users with the peace of mind of knowing that they will receive the highest level of support available in the marketplace, directly from Honeywell. The program was originally conceived several years ago to support highly complex and sensitive airport security systems throughout the United States. It is now available globally to End Users throughout all industry sectors. The following pages highlight the scope of the services, the levels of response, and the associated response times.

### **EUSSA Scope of Services - Standard**

The EUSSA confers the highest level of support directly to the End User from Honeywell for emergencies, routine maintenance, and support. As set forth in the marketing proposal, the EUSSA for SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY encompasses the following standard services and benefits:

- 01. Direct phone access by Honeywell-certified SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY technical staff to the Honeywell technical support team 24/7/365 for emergencies
- O2. All service pack upgrades, as well as all same-edition versions and releases of your Pro-Watch software during the lifetime of the agreement
- 03. One centralized phone number to use for contacting Honeywell technical support
- 04. Priority email access to Honeywell technical support
- 05. Unique site identification code that enables high priority support access
- 06. Defined priority problem notifications and escalations
- 07. Remote access diagnostic sessions to the system
- 08. Remote access for customizing the system look and feel

Excludes hardware support for hardware not manufactured or provided by Honeywell

#### **EUSSA Cost**

The EUSSA cost is predicated on several factors, including type of Pro-Watch software edition, and number of servers, users, badging workstations and readers.

### **Product Training**

SAS Integrated and Riverside County Information Technology is responsible for training at least two employees on all of the Honeywell products in the covered system. Training will be charged at the current rate.

### **Optional Professional Services**

Honeywell also offers the following professional services that can be quoted based on site specific requirements

- 1. **System Optimization Program** The Honeywell System Optimization Program is a comprehensive service program that maintains the health of your system and ensures that it runs at peak performance. Honeywell can quote SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY a number of System Optimization days based on your current system size which must be used within the twelve (12) month period following the invoice date or the System Optimization visits will be forfeited.
- 2. **Resource & Task Management Services** With large-scale projects it is important to have one person looking at the big picture and directing resources and activities, especially if the project covers multiple buildings, multiple sites or even reaches a global scale. Honeywell can quote this Service based on SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY specific requirements.

As the nature of these large-scale, global projects is dynamic, the Honeywell resource manager remains flexible to meet the challenge. Below is a list of some of the common tasks that the resource manager may perform during the course of the projects:

- Project Kick-off
- Project Meetings
- Final System Acceptance Verification
- Honeywell Technical Coordination
- Honeywell Integrated Security Software Engineering Coordination
- Resource Coordination
- Equipment Allocation and Supply Chain Management

#### **Price**

Please refer to price from SAS Integrated

### **Discussion of Honeywell EUSSA Support**

**Important Notice**: Only Honeywell Authorized Security Integrators-certified SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY staff are eligible to contact Honeywell technical support personnel for support.

#### **Priority Levels**

This proposal defines varying levels of priority in the event of system performance issues to ensure that SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY receives our best-level response. Escalating levels of priority are defined below. Abuse of definition of priority levels may result in increased support costs. Subsequent sections will explain response times to these priority levels.

<u>Priority 1</u> – Problems affecting multiple sites or causing a cessation of function of an entire system. A Honeywell Technical Support Engineer will work with SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY support personnel as soon as the call has been received. Periodic phone notifications (not to exceed one hour) and status updates will be provided by the Honeywell Technical Support organization. Auto-technical-problem and management escalations will be managed through the Customer Relations Management System (CIMS).

<u>Priority 2</u> — Problems causing a partial failure of systems. A Honeywell Technical Support Engineer will work with SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY support personnel as soon as the call has been received. Periodic phone notifications (not to exceed one hour) and status updates will be provided by the Honeywell Technical Support department. Auto- technical-problem and management escalations will occur through the Customer Relations Management System (CIMS). Honeywell Technical Support will provide notification of the status of the problem until the issue is resolved or until a mutually agreeable alternative timeframe is established.

<u>Priority 3</u> – Problems that prevent the successful and timely completion of work or new installations.

<u>Priority 4</u> – Problems interfering with timely and effective work but not resulting in the complete stoppage of work.

<u>Priority 5</u> – Scheduled appointment to perform requested services. The time frame for these requests will be agreed upon between Honeywell Technical Support and SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY support personnel.

Response Times

The following section includes a glossary of terms in addition to defining response times for each priority level:

Severity Level (Incident)	Definition
Honeywell Priority 1	<ul> <li>Super Critical issue. Affects multiple users / systems</li> <li>Response time: &lt; 1 hour</li> <li>Information Update Frequency: 2 hours</li> <li>Recovery time: &lt; 4 hours</li> </ul>
Honeywell Priority 2	<ul> <li>Critical issue. Affects multiple users / systems</li> <li>Response time: &lt; 1 hour</li> <li>Information Update Frequency: 3 hours</li> <li>Recovery time: &lt; 6 hours</li> </ul>
Honeywell Priority 3	<ul> <li>Severe issue. May affect multiple users.</li> <li>Response time: &lt; 2 hours</li> <li>Information Update Frequency: 8 hours</li> <li>Recovery time: &lt; 2 business days</li> </ul>
Honeywell Priority 4	<ul> <li>Affects one person or can wait until next business day</li> <li>Response time: &lt; 4 hours</li> <li>Information Update Frequency: Daily</li> <li>Recovery time: &lt; 5 business days</li> </ul>
Honeywell Priority 5	<ul> <li>Not an urgent issue and can be addressed later.</li> <li>A minor problem requiring a medium term resolution.</li> <li>The problem does not degrade functionality and major functions still work</li> <li>Response time: &lt; 24 hours   Next business day</li> <li>Information Update Frequency: Daily</li> <li>Recovery time: &lt; 10 business days</li> </ul>

Glossary Term	Definition
Response Time	<ul> <li>This is the time window within which Honeywell technician will acknowledge and attend to the production issue in line with the severity definition table.</li> <li>SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY should call Honeywell's call center for support during normal business hours of 8am – 5pm eastern time for immediate support.</li> <li>Outside of normal business hours response time is as outlined in the severity level definition table</li> <li>Relative to system configurations not requiring product development and or feature requests</li> </ul>
Information Update	Honeywell will provide status updates through email communication in line with the severity definition table.
Recovery Time	<ul> <li>This is the time window within which Honeywell is committed to recovering the system that is down due to product issue by exercising due diligence when working towards providing a solution. In most cases, solution may be a temporary fix or a work-around.</li> </ul>
Time to provision Root Cause Analysis (RCA Report) & timeline for permanent solution	After the system is recovered, Honeywell's engineering team will exercise due diligence to identify the root cause of the product issue and provide timeline for a permanent solution in line with the severity definition table. The normal turnaround time for the RCA Report is 5 to 7 business days. Any exceptions will be discussed to agree on a date acceptable to SAS INTEGRATED AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY and Honeywell.

End User hereby acknowledges and agrees that, except as expressly stated in this End User Services Agreement ("AGREEMENT"), the services are provided "AS IS" and "AS AVAILABLE" without any warranties or representations of any kind, whether express, implied or statutory. No oral or written information or advice given by Honeywell or any third party shall create any warranty of any kind. This includes without limitation oral or written information or advice provided by Honeywell or its dealers. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HONEYWELL, EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS AND PROVIDES NO WARRANTY THAT SERVICES PROVIDED WILL BE UNINTERRUPTED, ERROR-FREE, OR BE FIT FOR ANY

PARTICULAR PURPOSE. HONEYWELL SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, LOSS OF OR CORRUPTION OF DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES EVEN IF HONEYWELL HAS BEEN APPRISED OF THE LIKELIHOOD OF, OR IS OTHERWISE AWARE OF, THE POSSIBILITY OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL HONEYWELL'S AGGREGATE LIABILITY UNDER ANY CIRCUMSTANCES RELATED TO THE SERVICES EXCEED \$10,000. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

RESELLER 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, or acts or omissions, of reseller, its officers, employees, subcontractor, 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. reseller 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.

With respect to any action or claim subject to indemnification herein by RESELLER. RESELLER 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 the COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes reseller indemnification to Indemnitees as set forth herein.

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

The parties further agree that any dispute between them arising or relating to this Agreement will be settled by non-binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in a neutral venue and by a neutral panel of three (3) arbitrators. This Agreement and any disputes arising under or pursuant to them shall be governed by and construed in accordance with the substantive laws of New York, and the United States of America, without regard to conflicts of laws principles. Any legal action related to performance or interpretation of this Agreement shall be filed only in the state or federal courts of New York.

### Acceptance:

Please review this agreement and provide comments, if necessary. Sign below to indicate acceptance and email to the "Attention of Deanna Smith, SSA Contracts" at deanna.smith@honeywell.com.

Hopeywell-International, Inc SAS	County of Riverside - End User
By: Clinis koetsier	By: Erika Woods  By: 866017A9ACF0486
Chris Koetsier	Erika Woods
Name:	Name:
Sr Dir, Security Services Title:	Procurement Contract Specialist Title:
29-Apr-2025	29-Apr-2025
Date:	Date:
SAS Integrated, LLC - Reseller	
By: 1E4854F72B034C5	
Sandy Spiger	
Name:	FORM APPROVED COUNTY COUNSEL
Owner-Principle . Title:	BY: PAULA S. SALCIDO DATE
29-Apr-2025	