AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and CentralSquare Technologies, LLC with an address at 1000 Business Center Drive, Lake Mary, Florida, 32746 (hereafter CONTRACTOR), wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY desires to upgrade its current Sheriff's Records Management System (hereafter RMS). CONTRACTOR desires to enter into this agreement with the County to meet the needs of COUNTY for the Sheriff's RMS; and,

WHEREAS, COUNTY has a continuous relationship with the Tiburon RMS product since 1987. The current Tiburon RMS (Version 7.5.2) was installed in 2007. The Sheriff's current version is no longer supported and new federal and state mandates require this upgrade. Tiburon has been under the CentralSquare umbrella since 2018 and this install "CentralSquare's Public Safety Enterprise Suite – Records Enterprise' is their latest production RMS; and,

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, Understanding the above, this Agreement is for the purchase of an integrated Computer System (the "System") by the COUNTY from CentralSquare in order to upgrade the COUNTY's Tiburon RMS with CentralSquare's Public Safety Enterprise Suite. The upgrade includes but is not limited to: Installing a software upgrade to the COUNTY's Tiburon RMS, applicable interfaces, equipment, provide technical resources to prepare custom programs, and provide training and consulting services related to implementing the Enterprise RMS (the "Project") as more fully described in this Agreement and the Exhibits hereto. The Enterprise RMS described herein is CentralSquare's standard, commercial off the shelf software System, and is licensed to the COUNTY with no additional modifications, unless otherwise specified in this Agreement or its attachments, unless agreed to by the Parties in writing; and

WHEREAS, This Agreement is intended to revoke and replace the System Agreement, dated April 3, 2007 by and between COUNTY and Tiburon upon Go Live of the Project. This Agreement shall provide licenses, support, and maintenance for all products contained in the previous System Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT AND EXHIBITS.

The Agreement consists of this Agreement for Services of Independent Contractor and Exhibits. In the event of conflicting or ambiguous language between the general terms and conditions of the Agreement and the Exhibits, the parties shall be governed first according to the general terms and conditions of the Agreement and second according to the exhibits in the order in which they appear.

Exhibit A – Statement of Work
Exhibit B – Payment Arrangements
Exhibit C– Indemnification and Insurance Requirements (For Information Technology Contracts)
Exhibit D - HIPAA Business Associate Agreement (BAA)

Exhibit E – Software Support Term
Exhibit F – Subscription Service License and Use Exhibit

DESIGNATED REPRESENTATIVE

Susan Campbell, Sheriff's Records Manager at phone number 805-681-4702 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Scot Garrison at phone number 800-727-8088 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Susan Campbell, Records Manager, Santa Barbara Sheriff's Office, P.O. Box 6427 – 4434 Calle Real, Santa Barbara, CA 93110, Fax 805

To CONTRACTOR: Attention Contracts, CentralSquare Technologies, LLC, 1000 Business Center Drive, Lake Mary, FL 32746

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

TERM

This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of five (5) years ("Initial Term") from the effective date unless the Agreement is otherwise terminated as set forth herein. Except where COUNTY terminates this Agreement due to CONTRACTOR Breach or COUNTY Non-Appropriation, if COUNTY terminates this Agreement at any time for convenience, upon notice to CONTRACTOR, from Agreement execution through the Initial Term, COUNTY shall not be entitled to a refund of prepaid fees. If COUNTY terminates this Agreement for convenience during any Renewal Term, COUNTY shall not be entitled to a refund of prepaid fees.

At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless COUNTY notifies CONTRACTOR in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days

from presentation of invoice. Additional CONTRACTOR's software licenses or services purchased by the COUNTY during any term of this Agreement will result in additional fees, the terms of which shall be reflected in an amendment, or sales order, to this Agreement, approved by both parties in writing.

Unless otherwise terminated as provided herein, CONTRACTOR shall notify COUNTY prior to the end of the initial term of the fees for the Renewal Term. Unless otherwise agreed in writing, any fees shall be due on or before the commencement of each annual support term and are due for all software applications licensed to COUNTY.

INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. So long as Support fees are paid and current, CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

FORCE MAJEURE

Either Party shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of COUNTY or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond either Party's reasonable control.

DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do

so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

CONTRACTOR retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. COUNTY shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CONTRACTOR and the sole and exclusive property of CONTRACTOR. CONTRACTOR hereby expressly reserves any right not expressly granted to COUNTY by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CONTRACTOR under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to COUNTY.

CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review any documents and records related to this Agreement at any time during CONTRACTOR's regular business hours or upon reasonable notice. Any audit and review will be at the sole expense of COUNTY.   In addition, if this Agreement exceeds ten thousand dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

LIMITATION OF LIABILITY

Excluding third party claims for patent, copyright or trade secret infringement, the total liability of Contractor for any claim or damage arising from or otherwise related to this Contract, whether in contract, tort, by way of indemnification or under statute, shall be limited to direct damages which shall not exceed (i) one and one-half (1.5) times the Contract Price set forth in Exhibit B or (ii) in the case of bodily injury, personal injury or property damage for which defense and indemnity coverage is provided by Contractor's insurance carrier, the coverage limits of such insurance.

NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

TERMINATION

A. <u>By COUNTY.</u> COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience**. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term. COUNTY will act in good faith to ensure continued appropriation of funds relating to the goods and services covered by this Agreement. COUNTY will provide CONTRACTOR with notice as soon as practicable after it becomes aware that funding may be insufficient or not forthcoming. In such event, CONTRACTOR shall be paid for all fees and expenses performed, earned, and appropriated for under this Agreement up to the date of such termination.

3. **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

In lieu of terminating immediately upon Contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor thirty (30) days (or other specified time period by the County) to cure. If, within thirty (30) days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured, or in the case of defaults not reasonably susceptible to cure within thirty (30) days, Contractor has not commenced action to cure to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause.

B. By CONTRACTOR.

CONTRACTOR may terminate this Agreement and the CONTRACTOR Software licenses granted herein at any time if (i) COUNTY fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to CONTRACTOR, COUNTY cures such failure within fifteen (15) days after written notice of such failure by CONTRACTOR or (b) in other cases, COUNTY cures such failure(s) within thirty (30) days of such notice or in the case of failures which are curable, but not reasonably susceptible to cure within thirty (30) days, COUNTY commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) COUNTY's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect CONTRACTOR's right to receive and retain the Contract Price and other fees, charges and expenses performed, earned, and appropriated for hereunder.

In the event of termination in accordance with the above, other Vendors providing software licenses may also terminate such licenses granted to COUNTY related to this Agreement, in addition to and without limiting any other rights or remedies CONTRACTOR or such Vendors may have.

C. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

POST-TERMINATION OBLIGATIONS

Upon termination, COUNTY shall permanently remove and destroy all copies of the Software from its computer system, media, or other locations, destroy all copies of the Documentation and associated materials and certify to CONTRACTOR in writing that COUNTY has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. COUNTY shall perform these same procedures for removal and destruction of System Software and Subcontractor Software, and the associated Documentation, and so notify CONTRACTOR.

DISPUTE RESOLUTION

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

SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

BUSINESS ASSOCIATE

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

//

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **CentralSquare Technologies, LLC.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:	**COUNTY OF SANTA BARBARA:**
Mona Miyasato County Executive Officer Clerk of the Board	

By: _____   By: _____
     Deputy Clerk   Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:	**CONTRACTOR:**
William F. Brown Sheriff – Coroner	CentralSquare Technologies, LLC

By: _____   By: _____
     Department Head   Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:	**APPROVED AS TO ACCOUNTING FORM:**
Michael C. Ghizzoni County Counsel	Betsy M. Schaffer, CPA Auditor-Controller

By: _____   By: _____
     Deputy County Counsel   Deputy

APPROVED AS TO FORM:	**APPROVED AS TO FORM:**
Risk Management	Purchasing

By: _____   By: _
     Risk Management

EXHIBIT A

STATEMENT OF WORK

Santa Barbara County Sheriff

CentralSquare Records Enterprise

Version 3

Document Control

Template – last update:3/6/2019

Date	Version	Details/Changes	Author
10/11/19	1	Initial draft	CentralSquare
04/27/20	2	Updates	CentralSquare
8/10/20	3	Updates	CentralSquare

Table of Contents

1 Overview

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement for Services of Independent Contractor (Agreement) between CentralSquare Technologies, LLC (CONTRACTOR) and County of Santa Barbara ("COUNTY").

The pricing and services for this assume the project duration will not exceed a period of twelve (12) months. If the project exceeds the expected duration due to COUNTY delays, additional services must be purchased.

This project description includes the services and deliverables specified by the Agreement, including if applicable, CONTRACTOR and services, Subcontractor activities, third-party products and services for the implementation of the System and Subsystems specified in the Agreement (collectively the "Project").

Statement(s) of Work for applicable CONTRACTOR' Subcontractor(s) are presented in Appendix E - Subcontractor(s) Statement(s) of Work.

In some cases, the framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); Interface Requirements Documents (IRD); Functional Design Documents (FDD); User and Administrator Documentation and Training Materials.

The number and type of software licenses, products, or services provided by CONTRACTOR or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors' SOWs (if applicable) does not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of CONTRACTOR and the COUNTY as further described in this SOW.

- Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.

- The OSD provides an operational description of a capability or feature within the applicable CONTRACTOR solution in sufficient detail that both COUNTY and CONTRACTOR team mutually agree to the expected deliverable. The OSD provides the "what", "how," and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how CONTRACTOR's Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the COUNTY, the OSD becomes the basis for CONTRACTOR's development. Once approved, any further changes requested by the COUNTY to the OSD and/or design may incur additional costs to the COUNTY.

- Standard Interface Requirement Document (IRD) defines the functionality of specified Standard Interfaces. These documents are standard, published CONTRACTOR documents, and are not specific to a COUNTY.

- Functional Design Document (FDD) contains details for specified data conversions such as the proposed approach, fields that will be converted, and assumptions.

1.3 System Acceptance Process – RECORDS Enterprise

This project shall follow a standard Acceptance Test methodology for CAD Enterprise, Mobile Enterprise, and Records Enterprise which is designed to allow the parties to thoroughly evaluate and verify the functionality and reliability of CONTRACTOR System and Subsystems. These procedures include several steps that are described in later sections of this SOW. Upon successful completion of these procedures the system is deemed Accepted.

1.3.1.1 Functional Acceptance Testing

Functional Acceptance Testing (FAT) is conducted on specified Subsystems prior to conducting End User Training on these applications and staging them for Go Live. The focus of these tests is to verify that each Subsystem meets the functions as described in CONTRACTOR's standard FAT documents, which have been created based on CONTRACTOR's standard product specifications.

The Functional Acceptance Tests are performed based upon standard CONTRACTOR FAT documents and have a standard content and format. These standard FAT documents will be submitted to the COUNTY for review prior to testing.

During the scheduled FAT and according to the FAT documents, CONTRACTOR and COUNTY project personnel will work to identify critical errors where the Subsystem does not conform materially to the FAT documents. Any such critical errors will be documented by CONTRACTOR on the FAT exceptions list. Errors listed on the FAT exception list will be classified as follows:

a) Pre-Go Live Issues: Critical issues in the Subsystem that prevent the COUNTY from performing normal daily and monthly operations and therefore must be corrected prior to Go Live.

b) Post Go Live Issues: Issues identified in the FAT testing that do not prevent the COUNTY from performing normal daily and monthly processes and therefore can be corrected after the Subsystem Go Live. These issues will not be used as part of the criteria for Acceptance.

In the event that the COUNTY chooses not to follow or complete the Acceptance Test processes defined in the Statement of Work, the COUNTY's cutover to live production status (i.e., productive use) of any CONTRACTOR supplied Subsystem constitutes the COUNTY's acceptance of the Subsystem.

1.3.3   CONTRACTOR System Integration Testing (SIT)

Once the FAT is successfully concluded for all specified subsystems that are scheduled to go live together and in preparation for Go Live, the COUNTY will conduct a remote SIT (up to 4 hours). The COUNTY will lead this testing and CONTRACTOR will assist when needed.

The SIT for Records Enterprise will be conducted based a scenario that test the records management process. The scenario will include Records Enterprise and Records Check/NCIC. The core COUNTY project team will lead this test with assistance by CONTRACTOR. CONTRACTOR will provide a standard scenario that test the Records Management System.

The SIT scenario will be provided to the COUNTY prior to the commencement of the SIT. A TCR will be submitted to the COUNTY documenting the delivery of the SIT Test plans and must be signed prior to testing. At the completion of SIT, the COUNTY shall provide written approval that the System is ready for Go Live.

1.3.3 CONTRACTOR System Integration Testing

CONTRACTOR's Standard System Integration Testing is designed to test the system under a standard set of parameters and typical scenarios.

It is recommended that the COUNTY build out their own set of system integration tests based on their operational business processes. Industry best practices have found that testing the individual applications that will Go Live together reduces the amount of risk and unexpected ad-hoc configuration changes post Go Live.

The core COUNTY project team should assemble a small group of end users from each respective discipline (dispatchers, field users, and records clerks) to conduct the COUNTY System Integration Testing. The COUNTY should build their test scenarios around typical day to day call and incident processing workflows, as well as scenarios that may be more atypical, such as large scale, mass casualty, or active shooter type incidents. Using data from the legacy system provides an excellent opportunity to test the new system under similar circumstances.

The COUNTY will be responsible for coordination and execution of the COUNTY System Integration Testing. CONTRACTOR project staff will be available to support the testing remotely on an as-needed basis. Critical issues identified during the COUNTY System Integration Testing should be immediately reported and escalated as outlined elsewhere in this SOW.

1.3.4 Reliability Acceptance Period – Records Enterprise

As further defined in the Agreement, immediately upon production cutover (Go Live) of the CONTRACTOR Subsystems, a thirty (30) day Acceptance Test Period will begin to verify operational functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Exhibit E to the Agreement) are reported during such thirty (30) day period, the Subsystems shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period, CONTRACTOR shall commence actions in accordance with the Software Support Agreement to correct the reported error. This process is further defined in section 7.6, Reliability Acceptance Period.

1.4 General COUNTY Responsibilities

In addition to those COUNTY responsibilities stated elsewhere in this SOW, the COUNTY is responsible for:

a) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.

Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.

Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.

Configuration and/or programming of network routers, switches and bridges – this includes providing information to CONTRACTOR staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CONTRACTOR documentation.

The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System.

The installation of servers into racks and the connection of such servers to network switches.

The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by CONTRACTOR documentation.

Any hardware and third-party software or services necessary for implementing the System that is not listed in the Agreement as a CONTRACTOR Deliverable (not listed as a line item in the Price and Payment section of the Agreement). This includes workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.

Configuration, maintenance, testing, and supporting the Third-Party Systems that the COUNTY operates and which will be interfaced with as a part of this project. This project includes the contracted Interfaces listed in Appendix C - Standard CentralSquare Interfaces and Appendix D - Custom CentralSquare Interfaces. The COUNTY is responsible for maintaining and supporting these systems in good working order. The COUNTY is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration defined by CONTRACTOR's response to the RFP, as described by CONTRACTOR responses to the RFP as well as Interface IRD and approved OSDs. The COUNTY is also responsible for any cost associated with the development, or configuration of the Third-Party System Vendor side of the Interfaces.

Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the COUNTY.

Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, Operational and Administrative Review (OAR), Acceptance Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.

The provision of Code Files and GIS data as requested by CONTRACTOR staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by CONTRACTOR staff in accordance with CONTRACTOR Documentation.

The timely review and approval of Functional Acceptance Testing (FAT) documents, OSDs, IRDs, Task Completion Reports (TCR) and/or other project documentation as further defined in this SOW.

Provide a facility with the required computer and audio-visual equipment for training.

Timely completion of acceptance testing for each of the CONTRACTOR Subsystems.

CONTRACTOR pricing for this Project assumes that all COUNTY supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by COUNTY staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the COUNTY find that it is unable to support the agreed to schedule, CONTRACTOR reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow CONTRACTOR to recoup any additional costs which may be incurred by CONTRACTOR as a result of COUNTY delays.

The COUNTY is responsible for providing remote connectivity to CONTRACTOR for the purpose of installation, configuration, testing, and troubleshooting of CONTRACTOR's applications at the COUNTY site. CONTRACTOR's approved remote connectivity methods are described in the System Planning Document.

Connect and configure any Third-Party hardware (such as Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, and Signature Pads) to COUNTY workstations, if these services are not explicitly sold in the System Agreement.

The COUNTY is responsible for the creation and ongoing maintenance of SSL certificates required for the operation of the software of on-Premise hardware. This includes the tracking of expiry dates and the timely renewal of certificates.

1.5 Project Exclusions

CONTRACTOR provides software applications that it develops. These applications are sold as is and are considered to be "Commercial Off the Shelf" (COTS) software packages. The functionality of these products will be based on CONTRACTOR's current design and functionality of these COTS products, unless otherwise indicated in the Agreement, or if applicable, CONTRACTOR's responses to the RFP.

Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.

Any modification to CONTRACTOR standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.

Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.

CONTRACTOR is not responsible for the deficiencies in the COUNTY's internal or contracted network to support remote CAD Enterprise, Records Enterprise, Jail Enterprise or other subsystem workstations.

CONTRACTOR is not responsible for the deficiencies in a COUNTY's internal or contracted network to support some of the extended features of Mobile Enterprise and Records Enterprise products due to bandwidth or limitations in wireless coverage.

CONTRACTOR is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Agreement and this SOW.

This project does not include creation or modification of GIS data by CONTRACTOR staff.

This project is based on NIBRS requirements identified at the time of contract signing. Changes to state level requirements during the project may result in delays in project completion, and require a Change Order for any additional services required to support new requirements and adjusted schedule.

2 Project Deliverables

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by the COUNTY's Public Safety Organization(s). The individual Subsystems to be provided comprise the overall System. The Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all Server and User Licenses, Standard and Custom Interfaces, as well as other CONTRACTOR tools and utilities.

The Agreement for this project incorporates the following major Subsystems:

a) CentralSquare Records Enterprise (Powered by Inform) (Production, Test)
- Records Enterprise Reporting Server
- Records Enterprise NIBRS Module
- Records Enterprise Evidence & Barcoding Module
- Records Enterprise GIS (Without CAD)

b) Message Switch Enterprise (TTMS)

c) CentralSquare Public Safety Analytics Enterprise Subsystems

Search (Formerly Search) subscription

d) CJIS Cloud Storage – Backup and Disaster Recovery – 500GB Annually subscription

e) System Interfaces as listed in the Appendices to this SOW

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. CONTRACTOR has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Agreement.

2.1.1.1 Standard CentralSquare Deliverables

The functionality provided by Standard CentralSquare Products, including Interfaces (the core CentralSquare and Interfaces without any Modifications) is defined by CentralSquare Standard documentation such as User and Administration Guides for CentralSquare's major Subsystems such as Records Enterprise and other Standard Software products. Standard Interface Requirement Documents (IRD) define the functionality of the Standard Interfaces. These documents are standard, published CentralSquare documents, and are not specific to a COUNTY.

Standard CentralSquare Interface Software to be delivered through this Project is identified as software licenses in the Agreement. The functionality provided by specified Standard CentralSquare Interface Software is defined by CentralSquare IRDs or other documents.

Any Modification to the functionality of Standard CentralSquare within the System, or Subsystems, shall follow the Change Management Process as described in Section 4.10, Change Management Process. The scope

of the Modification will be described in an OSD. Release of all Modifications to CentralSquare's Standard Interfaces will follow Subsystem release cycles (i.e., CAD Enterprise, Records Enterprise, and the like).

2.1.1.2 Contracted Modifications to Standard CentralSquare Products

Any Modifications to Standard CentralSquare Products and Standard System Interfaces that are to be delivered through this Project are listed in the Agreement. The functional scope of any Modification procured through the Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix B - Contracted Modifications to Standard CentralSquare Products, and other major CentralSquare Subsystems; and under Appendix C - Standard CentralSquare Interfaces, for modifications to Standard Interfaces. Any and all modifications or enhancements that are not explicitly listed in the Agreement or CentralSquare's responses to the RFP are not within the scope of this Project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

> **Note**: All enhancements and modifications to any of CentralSquare's Standard products (including the Interfaces) will only be released with a major version of the applicable subsystem (i.e., CAD Enterprise, Mobile Enterprise, Records Enterprise, Jail Enterprise and the like) based upon the relevance and dependency to these products.

> **Note**: Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a **service pack or patch** is a piece of **software** designed to fix problems with, or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

2.1.1.3 Contracted Custom Interface Software

Custom Interfaces to be created by CONTRACTOR are identified as individual software licenses in the Agreement. A high-level description of the intended functionality and scope is attached as part of Appendix D - Custom CentralSquare Interfaces to this SOW. The detailed functional scope of any custom Interface procured through the Agreement will be defined by an OSD or other documents, which will be developed and delivered to the COUNTY during the project.

Any changes in the requirements documented in the System OSDs or other documents, post approval of the OSDs or other documents are subject to formal Change Order.

3 CONTRACTOR Project Roles and Responsibility

3.1 Overview

CONTRACTOR will appoint a team of specialized personnel that will implement the Project under the direction of CONTRACTOR's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by CONTRACTOR will be discussed with and agreed upon by the COUNTY in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the CONTRACTOR Project Manager in order to complete the requirements of the Project.

3.2 CONTRACTOR Project Manager

CONTRACTOR has appointed a CONTRACTOR Project Manager as the principal CONTRACTOR contact who will be responsible for managing CONTRACTOR's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Agreement.

The Project Manager uses a standardized methodology for project implementation, project management, and risk identification and management. CONTRACTOR's Project Manager is responsible for Project scheduling and management of CONTRACTOR Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the COUNTY's Project team. The CONTRACTOR Project Manager will be responsible for the collaborative coordination of COUNTY resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project including System Orientation, OAR, and Go Live. The Project Manager will organize a bi-weekly Project status call with the COUNTY and necessary Project team members. Additionally, the Project Manager will provide the COUNTY with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 Systems Engineer

The Systems Engineer is responsible for two primary functions, within the scope of the Project: 1) configuration of Standard CONTRACTOR Interfaces (including configuration documentation); and 2) development of software requirements documentation for Custom Interfaces. The Systems Engineer will additionally participate in testing of each of these Subsystems. In some cases, Development Engineers may perform the role of the Systems Engineer for specialized interfaces, particularly for Records Enterprise interfaces.

3.4 GIS Analyst

As part of the implementation team, CONTRACTOR utilizes a GIS Analyst that specializes in geographical Information technology. The GIS Analyst is responsible for consultation services regarding converting the GIS source data for use in Records Enterprise.

3.5 Records Enterprise Business Analyst

Records Enterprise Business Analyst(s) participate in various activities throughout the implementation of each of these Subsystems. They are primarily responsible for conducting the System Orientation with the COUNTY to observe and evaluate the COUNTY's current business practices and make recommendations for improving efficiency and areas that need to be reviewed. They also conduct the Operational and Administrative Review for Records, Administration Training, assist the COUNTY through Functional Acceptance Testing for Records, and provide consulting support throughout the Project implementation life cycle.

After the completion of the Records Administration & Review training session, ownership for continued system build and maintenance transfers to the COUNTY. At this stage, the Business Analyst will serve as a consultant for the COUNTY's further configuration of the COUNTY's system until the COUNTY's System is in live operation. These activities are described in later sections of this SOW.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.6 Training Specialist

Training for CONTRACTOR applications is provided by CONTRACTOR Training Specialists. Training staff for other products and functions will vary by the type of product and training proposed.

This process is described in greater detail in the training sections of this document, related to each of these products.

3.7 Client Installation Services Team

Client Installation Services (CIS) team is responsible for installation and integration of CentralSquare onto the system hardware that is identified for this Project. This team works closely with the COUNTY's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

This process is described in greater detail in Section 7.2, System Installation of the SOW.

3.8 Customer Services Group

COUNTY service functions and technical support for the COUNTY's System during the Project is coordinated by the CONTRACTOR Project Manager. After Go Live, CONTRACTOR's Customer Services Group is responsible for providing on-going support for the COUNTY's System as defined in the Agreement and the Software Support Agreement.

3.9 Account Manager

The Account Manager is an important resource to the COUNTY throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general COUNTY service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the COUNTY as they continue their relationship with CONTRACTOR.

4   Recommended COUNTY Roles and Responsibilities

4.1 Overview

Implementation of the Subsystems in a manner that meets the COUNTY's operational needs requires collaboration with the COUNTY's team. In general, the COUNTY's Project team should include staff experienced in the operation and administration of the COUNTY's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from the CAD Enterprise, Mobile Enterprise, Records Enterprise, and Jail Enterprise users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The COUNTY may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The COUNTY needs to periodically assess its staffing needs based on changes in the COUNTY's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the COUNTY, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the COUNTY's System to include the technical and business processes. The application Administrators (CAD Enterprise, Mobile Enterprise, Records Enterprise, and Jail Enterprise), as well as the System Administrator, are very key to the success of the Project. It is paramount that the COUNTY develops this team during the implementation process so that the COUNTY successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The COUNTY's Project Manager is the principal COUNTY contact who will manage a team of COUNTY Project personnel. The COUNTY's Project Manager manages and coordinates COUNTY's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IRDs, approval of the Project documentation and FAT, and management of the COUNTY's staff. Additionally, the COUNTY's Project Manager is responsible for coordinating the efforts, activities, and communications between CONTRACTOR and third-party vendors that are not CONTRACTOR Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The COUNTY's System Administrator is the individual primarily responsible for managing the technical back-end of the System components, including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the COUNTY.

As identified in the Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components are the responsibility of the COUNTY. The COUNTY needs to plan for support and maintenance through the development of COUNTY resources, other departments within the COUNTY's organization, or by contracting for such services. The COUNTY should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with CentralSquare Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the COUNTY's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with CentralSquare Documentation); 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management; and 6) creation, maintenance and renewal of certificates of on-Premise systems.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the COUNTY's administrative LAN/WAN, coordination will be important to avoid problems with the COUNTY's network traffic. Personnel involved in System Administration should attend the applicable CentralSquare System Administrator Course(s). Where a large team is involved, a core team should attend a System Administrator Course and then the COUNTY's System Administration team should conduct a smaller version of the training for local staff.

4.4 Records Enterprise Administrator

The Records Enterprise Administrator will have the responsibilities for the implementation, configuration, and maintenance of CentralSquare's Records Enterprise. This person or persons will be engaged in the implementation of the CentralSquare's Records Enterprise, and will participate in making decisions as it relates to implementing the CentralSquare's Records Enterprise.

Records Enterprise Administrator will attend the Records Enterprise Workshops throughout the course of the Project. This person should have a comprehensive understanding of the internal structure and workflow of Records Enterprise, departmental policies and procedures as well as how the records department interacts with dispatch and field operations personnel.

The Records Enterprise Administrator will be responsible for building and maintaining the Records templates, workflows and code tables. Additional activities include CONTRACTOR setup, assignment, and management of the agency specific Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate local Records administration staff may be required to manage the components used by each Agency - under the direction of an overall Central Records Administrator. Any personnel involved in Records administration should participate in the Records workshops so they are prepared to maintain Records Enterprise.

4.5 Records Enterprise Output Designer Administrator

The Records Enterprise Output Designer Administrator will have the responsibilities for creating custom form outputs within Records using Microsoft SQL Server Reporting Services (SSRS), which can be accessed from the Records Enterprise Web UI Data Entry Templates. Using the Records Enterprise Output Designer application utility, the administrator will learn to generate a dataset based on the Records Enterprise Module template, utilizing SSRS to customize the output based off a pre-defined default output report. This administrator will be responsible for configuring the templates to use the custom form output within the Records Enterprise Web Data Entry Designer tool in conjunction with the Records Enterprise Administrator.

This is an advanced role and the resource should have prior working experience using SSRS. CONTRACTOR will not provide training on SSRS. This resource will also need to be familiar with the Records Enterprise Templates as designed by the Records Enterprise Administrator.

4.6 GIS Analyst

The GIS Analyst is responsible for the mapping components required for Records Enterprise. Activities include providing the initial GIS files to CONTRACTOR for analysis. The GIS Analyst will be responsible for working with CONTRACTOR's GIS Analyst to implement mapping components for Records Enterprise.

During scheduled activities, the COUNTY should have a fully dedicated person or persons. Post implementation workload is based upon the number and type of GIS data edits that will be necessary for the local operations.

4.7 Records Enterprise Supervisors

Input from the Users/Supervisors is important to ensure that the configuration settings approved by the COUNTY's team will be perceived as usable by users of the each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as System Orientation and Administration Training.

During scheduled activities, the COUNTY should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

4.8 Subject Matter Experts

Input from subject matter experts in all applicable areas (Records Enterprise and each of the Interfaces and external Systems that integrate with CentralSquare Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the COUNTY Agency, and third-party vendors. If the vendors are not CONTRACTOR Subcontractors, the COUNTY will be responsible for engaging them in necessary discussions and documentation of the requirements.

The COUNTY should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

A team of trainers is needed for training the COUNTY staff on CentralSquare on an on-going basis. Trainers will be responsible for reading CentralSquare release notes and maintaining an understanding of new and existing features.

The COUNTY should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

4   Project Controlling Processes

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for COUNTY communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CONTRACTOR's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, CONTRACTOR will submit a Task Completion Report ("TCR") to the COUNTY. The TCR serves as a formal tool for the purpose of verifying with the COUNTY that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the COUNTY by CONTRACTOR's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the COUNTY will receive an invoice from CONTRACTOR's Accounting Department which must be paid based on the terms and conditions of the Agreement.

The TCR will include the following information:

a) Description of Work performed and products delivered.

b) Comments noting any special circumstances.

c) Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.

d) Related Payment Terms in accordance with the Agreement, for contract line items that will be invoiced relative to the TCR.

5.1.1 CONTRACTOR Responsibilities

a) CONTRACTOR will prepare and submit TCRs for COUNTY's signature upon completion of the applicable task.

b) The TCR will cite the appropriate SOW reference.

c) TCRs that trigger a payment will include the payment amount in accordance with the Agreement payment schedule.

5.1.2 COUNTY Responsibilities

a) COUNTY will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.

b) In the event that COUNTY disagrees with a TCR, COUNTY shall submit to CONTRACTOR a written explanation detailing why the COUNTY believes that the subject of the TCR and/or tasks have not been completed in accordance with the Agreement or this SOW. Such notification from the COUNTY shall be provided to the CONTRACTOR Project Manager within five (5) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments. Changes to the SOW will necessitate an amendment to this Agreement and approval by the Board of Supervisors.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, CONTRACTOR and COUNTY's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the COUNTY or CONTRACTOR, all Change Orders will be documented by the CONTRACTOR Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

All Change Orders must go through the CONTRACTOR's internal approval process before they can be presented to the COUNTY for review and approval. Once the Change Order is generated, the COUNTY Project Manager and CONTRACTOR Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for CONTRACTOR to properly investigate and scope of the requested change. If additional fees are required by CONTRACTOR to create a Change Order, those fees will be identified and communicated to the COUNTY Project Manager prior to CONTRACTOR's investigation of the requested change. In such situations,

CONTRACTOR will only proceed with the investigation required to create the Change Order if the COUNTY has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the COUNTY not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

5.2.1 CONTRACTOR Responsibilities

a) Change Orders will be prepared for submission to the COUNTY when required.

b) Where Project changes require Engineering-level modifications, CONTRACTOR will perform requirements capture necessary to prepare required documentation including a high level description of the change for COUNTY review and approval.

c) Where Project changes require Engineering-level modifications, COUNTY will be informed of the delivery mechanism (version and schedule).

5.2.2 COUNTY Responsibilities

a) When applicable, the COUNTY will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.

b) When applicable, the COUNTY will identify changes to features or functionality related to CAD, Mobile, Records , Jail, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.

c) COUNTY will approve and process Change Orders in a timely manner.

5.3 Project Reporting

CONTRACTOR will provide Monthly Status Reports advising the COUNTY Project Manager and key COUNTY Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CONTRACTOR and CONTRACTOR's Subcontractors' Deliverables. The Project Status Reports will include the following: Accomplishments during the Reporting Period.

a) Planned upcoming activities.

b) Issues.

c) Risks.

d) Key Action Items.

In addition, the CONTRACTOR Project Manager will hold bi-weekly status meetings/conference calls to update the COUNTY on the status of the Project and key action items and deliverables.

During the course of the Project, one or more Project journals will be created to document Project issues and action items. These journals are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project journals are reviewed with the COUNTY during bi-weekly Project status calls and on an as needed basis through the course of the Project. The Project Manager is responsible for periodically providing copies of updated journals.

CONTRACTOR will provide an updated Project Schedule advising the COUNTY Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for the COUNTY team, and the COUNTY may add such tasks, owners, and durations to the Project in collaboration with CONTRACTOR Project Manager. The Project Schedule will consist of the following:

a) Major Tasks.

b) Task Responsibility.

c) Task Duration.

d) Major Milestones.

e) Tasks Completed.

f) Tasks in Progress.

5.3.1 CONTRACTOR Responsibilities

a) Provide a written report of Project status once a month.

b) Track issues and action items to closure through product specific journals. The COUNTY will be periodically provided with updated copies of the journal.

c) Conduct status meetings/conference calls every two weeks.

d) Maintain an up-to-date Project Schedule.

5.3.2 COUNTY Responsibilities

a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.

b) Participate in Project status meetings.

c) Ensure participation of personnel in tasks and meetings.

5.4 Document Review

In the course of the Project, CONTRACTOR will deliver several documents to the COUNTY for review. These documents will include but are not limited to the Pre-Go Live Acceptance Test Procedure, Project Schedule, OAR trip report, OSD, Training Material and Interface Requirement Documents for the Project. Approved documents are returned to the CONTRACTOR Project Manager. All documents will be provided in electronic (soft copy). If COUNTY desires printed (hard copy) documentation, it is their responsibility to print and bind the desire copies. The CONTRACTOR Project Manager will retain a copy and provide COUNTY with a copy.

Should the COUNTY find any document unacceptable, the COUNTY must provide specific reasons in writing to the CONTRACTOR Project Manager. CONTRACTOR can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, the COUNTY is responsible for the review of such documents and providing any comments to CONTRACTOR within five (5) business days.

5.4.1.1 <u>Documents Subject to COUNTY Approval</u>

a) Change Orders

b) Operational Scenario Documents (OSD)

c) Application Configuration Sheet

d) Pre-Go Live Functional Acceptance Test Procedure documents

e) Task Completion Reports

5.4.1.2 <u>Documents Subject to COUNTY Review not Requiring Approval</u>

a) Project Schedule

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between the COUNTY and CONTRACTOR.

b) Project Status Reports

c) OAR Trip Reports for CAD Enterprise and Records Enterprise

d) Interface Requirements Documents (IRD)

e) Interface Specification Documents (ISD) for Records Enterprise

5.4.2 CONTRACTOR Responsibilities

a) Distribute the documents to the COUNTY.

b) Coordinate the process to consolidate comments and edit documents.

c) Manage the signoff process for applicable documents and the distribution of originals to the COUNTY and CONTRACTOR for filing.

5.4.3 COUNTY Responsibilities

a) Review the documents presented and provide the appropriate information back to CONTRACTOR within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.

b) Review the documents presented and provide the appropriate information back to CONTRACTOR within ten (10) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

5.6   Third-Party Management

CONTRACTOR will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Agreement. The identified CONTRACTOR Subcontractors under the Contract are the following:

a)None

As part of the Subcontractor agreement, all communications between those third parties and the COUNTY will be managed by CONTRACTOR. Any communication directly between the COUNTY and third

parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CONTRACTOR unless an appropriate Change Order has been prepared.

Conversely, the COUNTY will be responsible for the management of third parties that CONTRACTOR is not responsible for. The COUNTY will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of the COUNTY's System.

5.5.1 CONTRACTOR Responsibilities

a) Assume responsibility for third parties that are the responsibility of CONTRACTOR within the terms of the Agreement between CONTRACTOR and the COUNTY.

b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.

c) Inform the COUNTY when configuration and or programming will require interaction and/or documentation from a third-party which is not the responsibility of CONTRACTOR under the Agreement between CONTRACTOR and the COUNTY.

5.5.2 COUNTY Responsibilities

a) Work directly through CONTRACTOR with regard to third parties that are the responsibility of CONTRACTOR.

b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.

c) Facilitate interaction between CONTRACTOR and third parties not the responsibility of CONTRACTOR to include conference calls, answers to questions and documentation as requested.

6 Project Initiation and Planning

6.1 Overview

Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between the COUNTY and CONTRACTOR during this process is at a high level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are successfully completed and as the Project nears Go Live and Project completion.

> **Note**: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from the COUNTY and CONTRACTOR.

6.1.1 CONTRACTOR Responsibilities

a) Assign a Project Manager to the Project to participate in Initiation phase activities.

b) Produce required documentation to support Initiation activities (such as Standard IRDs, System Planning Document, etc.)

c) Review and finalize the SOW with the COUNTY.

d) Identify and engage the CONTRACTOR Project team responsible for carrying out Project Execution.

e) In collaboration with the COUNTY, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).

f) Baseline the Project Schedule.

g) Prepare and submit the TCRs for COUNTY acceptance of the Project Management Plan as defined above.

h) Develop and submit invoice for payment due at execution of the Agreement.

6.1.1.1 COUNTY Responsibilities

a) Assign a Project Manager for the Project to participate in Initiation phase activities.

b) Identify and engage the COUNTY's Project team.

c) Review and comment on the CONTRACTOR Project Management Plan and the Project Schedule.

d) Review and comment on CONTRACTOR provided documentation to support Initiation activities.

e) Finalize and approve the SOW with CONTRACTOR.

f) Approve the TCRs for the Project Management Plan within 5 business days.

6.1.2 Project Kick Off

During the planning phase, the CONTRACTOR Project Manager will hold a Kick-Off meeting with the COUNTY's Project team. During the Kick-Off meeting, the CONTRACTOR Project Manager will provide an overview of the following:

a) The CONTRACTOR Execution Process.

b) A high level description of Project Deliverables.

c) Roles and responsibilities for the Project team members.

d) A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.

e) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.

f) Review any project related questions from the COUNTY's team.

6.1.2.1 CONTRACTOR Responsibilities

a) Prepare the agenda and set a date for the Kick-Off that is convenient to the COUNTY and CONTRACTOR Team.

b) Distribute any documents that the COUNTY should review in advance of the Kick-Off meeting.

c) Conduct the Kick-Off meeting.

6.1.2.2 COUNTY Responsibilities

a) Work with the CONTRACTOR Project Manager to facilitate scheduling a date for the Kick-Off meeting.

b) Schedule the appropriate personnel from the COUNTY's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project

c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

7   Project Execution

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Deliverable documents; 2) Development, configuration, Installation and testing of software and hardware deliverables, and 3) Delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

7.2 System Installation

System installation is one of the early processes in the Project implementation phase, and has a significant impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

7.2.1 Review Hardware Specifications

CONTRACTOR and COUNTY will review the specifications to ensure that the correct hardware and third-party software components are procured and installed. CONTRACTOR will only be responsible for procurement of the hardware and third-party software that is explicitly listed under the Agreement as CONTRACTOR Deliverables or Deliverables of CONTRACTOR's Subcontractors.

7.2.1.1 CONTRACTOR Responsibilities

    a) Provide hardware and Third-party specifications to COUNTY.

7.2.1.2 COUNTY Responsibilities

    a) Review and validate hardware and Third-party specifications.

7.2.2 Hardware and Equipment Procurement Process

CONTRACTOR and COUNTY will procure hardware, third-party software, and equipment per CONTRACTOR's recommended Specifications. CONTRACTOR is only responsible for procurement of the hardware and third-party software that is identified as CONTRACTOR Deliverables in the Agreement.

If the hardware and third-party software is procured by the COUNTY, it is the COUNTY's responsibility to procure the required equipment based on CONTRACTOR approved specifications, and to ensure the timely delivery of the hardware and third-party software to the site to allow timely implementation of the System and Subsystems.

Where the COUNTY is responsible for procuring the server hardware, the COUNTY will be responsible for completing the following steps:

    a) Fully configuring the servers with cores, memory, and disks.

    b) Loading VMware and Microsoft Windows.

    c) Partitioning disk drives partitioned and the implementing applicable Raid level based upon CONTRACTOR documentation.

    d) Assigning the computer name and IP address based upon CONTRACTOR documentation.

e) Creating the SSL Certificates needed for each server which requires one based upon CONTRACTOR documentation

f) Providing the media and licenses for SQL Server in a location accessible by the servers.

7.2.3 Hardware Staging and Preparation for Installation

The COUNTY will be performing basic server integration for all servers. Basic server integration includes placing the servers in the racks, joining them to the existing domain, with the Domain Controller in place, running the CONTRACTOR pre-requisite DVD on CAD Enterprise and Mobile Enterprise servers, and establishing remote connectivity capability (VPN and Remote Desktop, or Bomgar) for authorized CONTRACTOR personnel to perform configuration. These activities will be coordinated between CONTRACTOR and the COUNTY IT staff. Guidance will be provided by CONTRACTOR's COUNTY Installation Services (CIS) team as required. If the COUNTY is not willing to complete the basic server integration, this task may be performed by CONTRACTOR or CONTRACTOR's Subcontractors at additional cost.

In order to start configuration, the COUNTY must provide remote connectivity to CONTRACTOR. The COUNTY must also provide the server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided to the COUNTY that organizes this information in to the CONTRACTOR preferred format. The COUNTY is responsible for providing the completed ISR to CONTRACTOR no later than two (2) weeks prior to the installation activities.

The COUNTY is responsible for ensuring that the site is prepared and ready for the installation of hardware, third-party software, and CONTRACTOR as detailed in CONTRACTOR's documentation including the System Planning Document no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

At least one (1) week prior to installation, a member of the CONTRACTOR CIS team will verify: (1) connectivity to the COUNTY site via VPN, (2) connectivity to each of the servers, and (3) access to all required security accounts.

If the servers, accounts and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project timelines.

7.2.4 CONTRACTOR Responsibilities

a) Provide the System Planning Document.

b) Facilitate a hardware review prior to hardware/OS procurement.

c) Procure equipment and third-party software if included in the Agreement as a CONTRACTOR deliverable.

d) Provide guidance and assistance as necessary if the system equipment is procured by the COUNTY.

e) Distribute the Installation Service Request (ISR) document to the COUNTY.

f) Assist the COUNTY in completing the ISR.

g) Review the completed ISR prior to the installation.

h) Test the remote connectivity to the site prior to installation of the hardware and software.

i) Install the Microsoft SQL software.

j) Prepare and submit a TCR for COUNTY review and approval upon completion of these activities.

7.2.4.1 COUNTY Responsibilities

a) Complete the Installation Service Request (ISR) document and provide to CONTRACTOR.

b) Prepare a network diagram and provide to CONTRACTOR.

c) Perform site preparation, as specified in the System Planning Document and ISR.

d) Assign the computer name(s) and IP address(es) based upon CONTRACTOR documentation.

e) Establish remote connectivity capability (VPN and Remote Desktop, or Bomgar) for authorized CONTRACTOR personnel to perform software installation and configuration.

f) Run CONTRACTOR Pre-Requisite DVD on all applicable Inform servers prior to any installation work being performed.

g) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.

h) Provide all COUNTY-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.

i) Provide and install all data communication lines, modems, hubs and routers, cabling, equipment and other components necessary for system operation and maintenance and for remote sites and connection to other systems. All lines will be clearly identified and tested.

j) Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations and printers that are to have access to the CONTRACTOR applications.

k) Obtain all necessary IP addresses and schemes.

l) Allow remote access to CONTRACTOR to all development and system "root" accounts on all servers running CONTRACTOR licensed Software.

m) Procure equipment and third-party software if it is the responsibility of the COUNTY according to the Agreement.

n) Install operating system software, perform Windows Genuine Advantage validation, and install all Windows Updates for COUNTY procured hardware unless the service is specified as a CONTRACTOR responsibility in the Agreement.

o) Perform basic server integration including, but not limited to:

> Installation of servers in applicable racks.

- o Joining servers to the existing domain with the domain controller in place.
- o If applicable, install and setup of the VM environment.

p) Provide CONTRACTOR with all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed.

q) Provide CONTRACTOR with a high-level network diagram. The diagram should be provided prior to CONTRACTOR installation.

r) Install all peripheral equipment, including scanners, printers, barcode readers, etc.

s) Create and maintain SSL certificates for the servers which require them, per CONTRACTOR documentation.

t) Approve the applicable TCR.

7.2.5 Basic Server preparation and Network Services

Performing the services listed in this section is a responsibility of the COUNTY. If these services are explicitly included in the Agreement, CONTRACTOR or a CONTRACTOR Subcontractor will implement 3rd party software and/or hardware solutions based upon the following task list. These solutions can include but is not limited to, SAN, Citrix, VMware, and Domain Controller configurations. These services can be performed on site or remotely via a VPN connection. These services will be performed at additional cost to the COUNTY and are not included in CONTRACTOR's standard installation services.

7.2.5.1 COUNTY Responsibilities

a) Provide the facility suitable to house Server hardware and network infrastructure.

b) Have a member of the COUNTY's IT staff available while software/network configuration is being performed.

c) When deploying a SAN, configure the applicable RAID configuration, create the LUN(s) and present them to the physical or virtual servers.

d) If the VM servers are not procured through CONTRACTOR, the COUNTY is responsible for building individual servers.

e) When deploying a VMware solution, install the VMware operating system, connect physical host servers to a SAN if applicable, configure vCenter, create a VM Template for Interfaces and business servers, and configure vMotion and High Availability (HA) if applicable. The COUNTY is also responsible for building individual VM servers.

f) If required, deploy the Domain Controller by adding the member server to an existing Domain or create a new Domain, promote the member server to Domain Controller, enable and configure DNS, enable and configure DHCP if required.

g) Create domain account(s) for CONTRACTOR's remote support connectivity and access so that CONTRACTOR can assist COUNTY with installation and ongoing maintenance

h) Perform all necessary network configurations, to include but not limited to determining the network design routing protocols, subnet mask, redundancy, router and switch configuration.

Create Networking/Server documentation to illustrate intended configuration.

> **Note:** VMware, vMotion and HA require a SAN or a way to present shared storage to the physical host servers in a VMware virtual farm.
>
> **Note:** Network and Server security are always a responsibility of the COUNTY.

7.2.6 System Installation

Once CONTRACTOR and the COUNTY have prepared the site based on CONTRACTOR documentation, to include the System Planning Document and the applicable ISR form is completed, a CONTRACTOR COUNTY Installation Services specialist will perform the CONTRACTOR installation services.

These services will be performed remotely, unless otherwise specified in the Agreement, and include installation of the contracted CONTRACTOR products on the quantity of servers and workstations as specified in the Agreement.

These installation activities will be coordinated between CONTRACTOR and the COUNTY.

Note 1: All SQL server licenses will be installed by CONTRACTOR. The COUNTY is responsible for making the media and license keys available to CONTRACTOR for the installation.

Note 2: The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

Note 3: The scope of installation services and the number of servers and workstations to be installed and configured by CONTRACTOR is limited to the servers and workstations that have been explicitly listed in the Agreement. If the COUNTY has been granted Site Licensing for selected CONTRACTOR, CONTRACTOR is only responsible for the initial installation services, and installation of additional servers will be subject to additional charges.

Note 4: If COUNTY does not follow the processes and procedures detailed in the CONTRACTOR System Planning Document and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to the COUNTY.

Note 5: At CONTRACTOR's discretion, CONTRACTOR may perform installation activities for certain components of the system onsite.

The following pre-requisites must be in place prior to the start of CONTRACTOR installation:

a) Site preparation is complete as outlined in the sections above.

b) Hardware has been installed at COUNTY site.

c) COUNTY has provided CONTRACTOR with remote connectivity to all applicable servers.

d) All SSL Certificates required for operation must be created per CONTRACTOR documentation.

e) COUNTY had provided CONTRACTOR all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

7.2.6.1 CONTRACTOR Responsibilities

a) Install and configure Microsoft SQL to operate with each of the applicable CONTRACTOR product(s).

b) Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments, if provisioned by the Agreement).

c) Install and configure the applicable CONTRACTOR system(s) on the designated servers and applicable environments as specified in the Agreement.

d) Provide verbal support to the COUNTY with self-installation procedures for the workstations using the CONTRACTOR provided Prerequisite Installation DVD and applicable Launch configurations.

e) If applicable, create data dumps for Microsoft SQL database backups (as a backup for Records Enterprise databases).

f) After completion of the initial installation and configuration of each major System, a member of Technical Services team provides a technical hand-off to designated staff from the COUNTY's information Technology team via a conference call. The following major topics will be discussed during this technical hand-off:
- Proper procedures for performing System Backups:

- File Structure – Inclusions and exclusions

- Databases

- Moving Backups to media

g) Proper procedures for refreshing Test/Training system (and related documentation)

h) Approved configuration and use of Virus Scan software

i) Approved procedure for application of Windows updates

j) System Upgrade process and procedures

k) Support Website and CONTRACTOR list server access

l) Managing/Reviewing system logs (SQL and Event Logs)

m) Prepare and submit a TCR upon completion of the installation tasks and activities.

7.2.6.2 COUNTY Responsibilities

a) Allocate appropriate onsite Project personnel to support CONTRACTOR personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate COUNTY personnel include the necessary IT personnel and database administrator(s) as needed during installation.

b) Complete the configuration of workstations (after the installation of the limited number of workstations by CONTRACTOR) using the Prerequisite Installation DVD and applicable Launch configurations.

c) Put in place CONTRACTOR's recommended backup procedures as outlined in the System Planning Document and ensure backup procedures are consistently followed beginning at the completion of this task.

d) Install and configure virus scanning software as outlined in the System Planning Document.

e) Provide SSL Security Certificates for all CONTRACTOR web-enabled applications that require a certificate, configured per CONTRACTOR documentation.

f) After completion of the initial installation and configuration of System servers, the COUNTY will be responsible for maintaining the System based on CONTRACTOR System Document, and the technical hand-off from CONTRACTOR Technical Services department. Specifically, the COUNTY's IT staff is responsible completing the following activates related to Inform Subsystem servers:

- Updating Training/Test Systems with fresh data (from Production) as needed
- Continued updating and monitoring of virus scan software
- Application of Windows updates
- Following the procedures for System Upgrade
- Managing/Reviewing system logs (SQL and Event Logs)

- Management of Microsoft and other Third-party Software include patch applications and upgrades as needed for new Subsystem versions.
- Deployment and use of the Prerequisite Installation DVD for Subsystem upgrades as required.

g) Review and approve the applicable TCRs.

7.3. Implementation of Records Enterprise

Records Enterprise is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the COUNTY are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Records Enterprise.

7.3.1 Records Enterprise System Orientation

The Records Enterprise System Orientation is conducted at the COUNTY's site and led by a CONTRACTOR Business Analyst. The duration of the Records Enterprise System Orientation is generally up to four (4) days and includes a Business Process Review of the COUNTY's operations. This System Orientation can be conducted in conjunction with CAD Enterprise if purchased together.

Some key discovery points for the Records Enterprise System Orientation are as follows:

a) Work Flow – Understanding the setup for work flow processes from the field report to the State Submission. This may include time observing Departmental Divisions (such as Patrol, Records, Investigations, Property and Evidence, and the like).

b) Review reporting requirements

c) Event numbering (Incidents) including master incident numbers and case numbers.

It is recommended that the number of attendees in the System Orientation is limited to 10 to allow for more effective communication during the session. Based on the key discovery points during this session, it is necessary that the attendees include individuals who can properly address these key points and make configuration decisions. Given shift scheduling and Pandemic concerns, COUNTY recommends virtual training when possible.

During the System Orientation session the Business Analyst will facilitate an operational overview of Records Enterprise by demonstrating the report flow from creation to approval and case assignment.

7.3.1.1 CONTRACTOR Responsibilities

a) Schedule the System Orientation meeting in accordance with the COUNTY's availability and the Project Schedule.

b) Prepare and distribute the meeting agendas and documents for COUNTY review or completion two weeks prior to each meeting.

c) Conduct the meetings based on the distributed agenda.

d) Document the COUNTY's requirements and configuration specifications resulting from the System Orientation discussions.

e) Document and assign owners and due dates to any action items and track all action items to closure.

f) Document any gaps between the standard functionality of the System and functionality required by the Agreement for further analysis and discussion and/or facilitate the change control process. COUNTY requested changes for changes beyond the scope of the Agreement will be evaluated at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the COUNTY.

g) Produce a System Orientation Report with the key decisions and configuration points as a result of the System Orientation.

h) Prepare and submit a TCR upon completion of relevant activities.

7.3.1.2 COUNTY Responsibilities

a) Provide adequate facilities to comfortably hold the System Orientation to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.

b) Ensure participation of key stakeholders and decision-makers in the System Orientation process.

c) Provide subject matter experts that can explain the agency's current work flow and application processes. These persons should have the ability to make decisions regarding any changes in work flow that may arise through the use of the new Records Enterprise System.

c) Provide subject matter experts that will be the Records super users, as well as a person or persons that will be responsible for the ongoing maintenance of the Records Code Files and configuration (Records Administrator).

d) Provide subject matter experts that will be responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the Records.

e) Provide subject matter experts that will be responsible for the maintenance of the agency's street centerline data.

f) Review and approve applicable TCRs.

7.3.2 Records Enterprise Operational and Administrative Review (OAR)

Attendees will learn how to prepare the system for implementation which includes: Users, Roles/Permissions, Agency Configuration Settings, Code Table management and an introduction to RMS Templates, and Workflow Designer.

Participants include key members of CONTRACTOR's implementation team and should not exceed ten (10) core members of the COUNTY's implementation team. The COUNTY's team should include Records Central and Local Administrators.

Following the training, ownership of the Records System Build transfers to the COUNTY. The COUNTY will enter the balance of the Code Files, build templates, create workflows, and complete the build of personnel . The COUNTY also becomes responsible for maintaining Code Files (personnel, Violation Codes, Property Locations, and the like) that must be continuously updated to keep the Code Files in Go Live ready status. During this phase, the assigned CONTRACTOR Business Analyst will provide consultation services.

The Records Enterprise Operational and Administrative Review will be up to three (3) days onsite.

7.3.2.1 CONTRACTOR Responsibilities

a) Schedule the Records Enterprise Operational and Administrative Review in accordance with the COUNTY's availability and the Project Schedule.

b) Prepare and distribute the meeting agenda and documents for COUNTY review or completion to all required attendees two weeks prior to the training.

c) Conduct the meetings based on the distributed agenda.

d) Create the project checklist itemizing the tasks for completion throughout the Records implementation.

e) Provide the COUNTY team with a copy of the Records Enterprise User and Administration Guides.

f) Prepare and submit a TCR upon completion of the training.

7.3.2.2 COUNTY Responsibilities

a) Provide adequate facilities to comfortably hold the training activities.

b) Ensure participation of the appropriate personnel.

c) Continue the code file building activities after completion of this training.

d) Review and approve the applicable TCR.

7.3.3 Records Enterprise Base System Build

After completion of the Records Enterprise Administration and Review Training, it is the responsibility of the COUNTY to assume ownership of building and maintaining the Records templates, personnel, and roles.

This will be an iterative process throughout the implementation of Records building upon knowledge learned through each training class and workshop. The assigned CONTRACTOR Business Analyst will work with the COUNTY to start and supervise the initial Code File building process during the workshops. The COUNTY will be actively involved and responsible for the Code File configuration process throughout the project.

CONTRACTOR will deliver the Records Enterprise System with the base NCIC Codes. The COUNTY is responsible for building and maintaining the System Codes, Personnel, Property Locations, and Violation Codes (including local ordinances). The CONTRACTOR Business Analyst will begin the System Build with a base of 50 personnel entered in to the system. The COUNTY is responsible for the remaining Personnel data being entered and maintained.

> **Note**: It is the responsibility of the COUNTY to complete the UCR/NIBRS code mapping to the violation codes.

Validation through the implementation until OAR allows for the continual review and updating of the Code File setup while limiting the risk of rework. This task is considered to have been completed when the Business Analyst has demonstrated the Records functionality at the Validation and Readiness Workshop.

7.3.3.1 CONTRACTOR Responsibilities

a) Monitor and evaluate the System build throughout the implementation and provide guidance as needed.

7.3.3.2 COUNTY Responsibilities

a) Provide timely input and updates to the Templates, Workflows, Users, Roles, and System codes.

b) Continue building the Templates, Workflows, Users, Roles, and System Code Files (those not built by CONTRACTOR) through completion.

7.3.4 Geographical Information Services

7.3.4.1 Data Evaluation

The CONTRACTOR GIS Analyst will work with the COUNTY to create the address locator packages and configure the Records GIS services. GIS data must be from a single integrated source when delivered to CONTRACTOR for conversion.

7.3.4.2 CONTRACTOR Responsibilities

a) Evaluate COUNTY-supplied GIS data to ensure it is formatted correctly for creation of the address locator packages.

b) Create the address locator packages, and configure the Records GIS services

c) Prepare and submit a TCR upon completion of this work.

7.3.4.3 COUNTY Responsibilities

a) Provide data in the required format, and per Project Schedule.

b) Based on the analysis provided by CONTRACTOR, make needed changes to mapping data to allow the resulting GIS data to meet CONTRACTOR's mapping data requirements.

c) Review and approve the appropriate TCR.

7.3.5 Records Enterprise Workshops

After the Records Enterprise Administration and Review Training has been completed, the CONTRACTOR project team will conduct one or more Records Enterprise workshops either remotely or at the COUNTY site. This session is intended to be an extension to the Records Enterprise Administration Training for more complex implementations and multi-jurisdictional agencies as specified in the contract. Each Records Enterprise workshop will be up to three (3) days onsite. An example of workshops would be (Incident/Arrest/Case Management), (Crash, Citation, Other Event), or (Records Administration). If the Project includes multiple Workshops, they may or may not be scheduled to occur over consecutive weeks.

Participants include key members of CONTRACTOR's implementation team and should not exceed ten (10) core members of the COUNTY's implementation team. The COUNTY's team should include Records Central and Local Administrators.

The Project includes:
Five (5) Records Enterprise Workshops

7.3.5.1 CONTRACTOR Responsibilities

a) Schedule the Records Enterprise Workshop in accordance with the COUNTY's availability and the Project Schedule.

b) Prepare and distribute the meeting agendas and documents for COUNTY review or completion to all required attendees two weeks prior to each meeting.

c) Conduct the meetings based on the distributed agenda.

d) Prepare and submit a TCR upon completion of the workshop.

7.3.5.2 COUNTY Responsibilities

a) Provide adequate facilities to comfortably hold the training activities.

b) Ensure participation of the appropriate personnel.

c) Continue the code file building activities after completion of this training.

d) Review and approve the applicable TCR.

The CONTRACTOR project team will conduct the three (3) day Records Enterprise Output Designer Workshop at least 6-8 weeks upon completion of the (Incident, Arrest, Case Management Workshop). CONTRACTOR recommends the Records templates should be 90-95% complete prior to this workshop to prevent rework on the form outputs.

This session is intended for creating custom form outputs using Microsoft SQL Server Reporting Services (SSRS), which can be accessed from the Records Enterprise Web UI Data Entry Templates. Using the Records Enterprise Output Designer application utility, attendees will learn to generate a dataset based on the Records Enterprise Module template, utilizing SSRS to customize the output based off a pre-defined default output report. Attendees will also learn how to configure the templates to use the custom form output within the Records Enterprise Web Data Entry Designer tool.

This is an advanced Workshop and attendees must have prior experience using SSRS. CONTRACTOR will not provide training on SSRS. This Workshop will be up to three (3) consecutive days with a class size limitation of five (5)students.

7.3.6.1 CONTRACTOR Responsibilities

a) Schedule the Workshop in accordance with the COUNTY's availability and the Project Schedule.

b) Prepare and distribute the Workshop agenda and documents for COUNTY review or completion to all required attendees two weeks prior to the training.

c) Conduct the meetings based on the distributed agenda.

d) Prepare and submit a TCR upon completion of the Workshop.

7.3.6.2 COUNTY Responsibilities

a) Provide workstations with Records Enterprise and SQL Server Reporting Service access.

b) Provide adequate facilities to comfortably conduct the Workshop to include an overhead projector and whiteboard.

c) Ensure participation of the appropriate personnel.

d) Continue the Output Designer activities after completion of this training.

e) Review and approve the applicable TCR.

7.3.7 Records Enterprise Validation and Readiness Workshop

Once the System build is complete, a Validation & Readiness workshop is conducted. This working workshop includes a review of the Templates, Workflow, Users, Roles, Code Files and configuration. The Enterprise RMS Validation & Readiness workshop will review the completeness of the code files in the COUNTY's system, review system functionality, review templates, personnel, workflow, system codes, and configurations to conduct

an overall system readiness assessment. This session will also provide a forum for the COUNTY to discuss any final workflow questions or issues prior to Functional Acceptance Testing and End User Training.

The Validation and Readiness Workshop for Records Enterprise is up to three (3) days and will be held at the COUNTY's facilities on the COUNTY's system hardware, after it has been configured by CONTRACTOR.

Participants include key members of CONTRACTOR's implementation team and should not generally exceed ten (10) core members of the COUNTY's implementation team. The COUNTY's team should include Records Administrators and Subject Matter Experts. At the conclusion of the session, a trip report is produced which documents the core software configuration and activities to be completed by the COUNTY. Any issues that require follow-up action, including any outstanding Go Live issues will be documented in the applicable Project journal. Any issue that is determined to be outside the scope of this Project, as defined herein, requiring a modification or enhancement to the CONTRACTOR will be addressed through the Change Control process.

7.3.7.1 CONTRACTOR Responsibilities

a) Schedule the workshop in accordance with the COUNTY's availability and the Project Schedule.

b) Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.

c) Conduct the meetings based on the distributed agenda.

d) Provide initial hands on training on the applicable system and introduction to different modules and their configurations.

> **Note**: This training is not meant to be comprehensive for end user understanding of the Subsystem. The purpose is to give the participant an opportunity to perform validation and readiness of the Records Enterprise (and Field Based Reporting if purchased).

e) Document and assign owners and due dates for any action items and track all action items to closure.

f) Develop and deliver the Trip report.

g) Handoff the management the Code Files to the COUNTY.

h) Prepare and submit a TCR upon completion of the workshop, and upon delivery of the Trip report to the COUNTY.

7.3.7.2 COUNTY Responsibilities

a) Provide adequate facilities to comfortably hold the workshop to include an overhead projector. Two projectors are preferred. This workshop also requires workstations for each participant.

b) Ensure complete participation of Central and Local Records Enterprise Administrators for the purposes of reviewing the Records configuration as-built.

c) Provide participants that are versed with the ability to continue the configurations.

d) Assume ownership for the continued build and maintenance of the system under the guidance of the CONTRACTOR project team.

e) Ensure participation of key stakeholders and decision-makers in the workshop process.

f) Observe the change control process for any requested software changes.

g) Review and approve the applicable TCRs.

7.3.8 Records Enterprise Pre-Go Live Functional Acceptance Testing (FAT)

Records Enterprise Pre-Go Live Functional Acceptance Testing follows a standard content, approach and format. An Records Enterprise Business Analyst assists the COUNTY with acceptance testing prior to the start of End User Training. This process will be based on the standard CONTRACTOR FAT documents. The FAT documents have a standard content and format. The standard CONTRACTOR FAT documents will be sent to the COUNTY for review prior to conducting the tests. The FAT results are documented in a TCR for verification and approval by the COUNTY. Upon completion of FAT, the COUNTY and CONTRACTOR will review the list of FAT failures (if any), and perform an assessment of the critical errors and determine the timeline for remedying the critical issues (pre versus post Go Live).

Participants include key members of CONTRACTOR's implementation team and should not generally exceed five (5) core members of the COUNTY's implementation team.

The COUNTY, with CONTRACTOR assistance as needed, will repeat any specific critical failed FAT tests following the correction of critical issues which has caused the test to fail. This process will not include a repeat of the entire tests.

> **Note**: CONTRACTOR may organize at its discretion, separate breakout FAT sessions for subsections of the FAT documents that are applicable only to one agency (for example, applicable only to a Sheriff's Department or single agency). Each test will be executed once, and all applicable users and agencies must attend the FAT session and observe the tests.

> **Note**: Successful completion of the FAT as part of the Pre-Go Live testing process does not constitute Final System Acceptance if such a Post-Go Live Reliability Testing is defined in the Agreement.

7.3.8.1 CONTRACTOR Responsibilities

a) Deliver CONTRACTOR's standard FAT documents to the COUNTY no later than two weeks prior to conducting the FAT.

b) Provide a TCR to the COUNTY to approve the receipt of the FAT documents.

c) Assist the COUNTY in conducting the FAT in accordance with FAT documents.

d) Identify and document any issues discovered during the FAT.

e) Upon completion of FAT prepare and submit a TCR to the COUNTY, including a list of any exceptions to FAT.

7.3.8.2 COUNTY Responsibilities

a) Work toward the timely completion of all predecessor tasks to include the base code table entry and configuration.

b) Provide adequate facilities to execute the FAT.

c) Lead the FAT by providing operational subject matter experts.

d) Assist CONTRACTOR in documenting FAT findings and results.

e) Review and approve the appropriate TCRs.

7.3.9 Records Enterprise Data Conversion

This Project includes a one-time conversion of the data from legacy database(s) into Records Enterprise. These sources are:

- Standard RMS Conversion from a single legacy system, to include the following modules: Cases, Incidents, Arrests, Warrants, Evidence, and Masters.
- CentralSquare will extract narratives from the "ARS Narrative" table
- Standard Add-on's to include: Attachments, Citations and Field Interviews

7.3.9.1 <u>CONTRACTOR Responsibilities</u>

a) Work with the customer to identify, document and implement a comprehensive data conversion

b) Advise on possible conversion options

c) Advise on project milestone dates and COUNTY expectations

d) Provide training for the customer on using CONTRACTOR data mapping tools

e) Will work with the customer to limit the number of go live conversion events

f) Perform one or more sample conversions

g) Provide training for the customer on validating the data conversion for completeness and accuracy

h) Legacy data will be converted into corresponding elements in the CONTRACTOR system.

i) Modifications to the CONTRACTOR system or database for the purposes of data conversion will be limited or unavailable

j) Perform final delivery of Data conversion

k) Prepare and submit the applicable TCRs.

7.3.9.2 <u>COUNTY Responsibilities</u>

a) Provide subject matter experts to complete data conversion tasks, including

b) Providing expertise in third-party data architecture

c) Providing business processing logic for addressing data conversion

d) Identify and schedule appropriate personnel to attend training.

e) Provide data dumps in the prescribed format within 30 days of contract execution.

f) Provide routine data dumps throughout the implementation process.

g) If needed, provide a temporary workstation for data conversion personnel

h) Ensure the legacy data is "conversion ready," meaning it is clean (duplicates, typos, missing information, etc. have been corrected) and

i) Provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and the CONTRACTOR database(s).

j) Configure code values outside the scope of the data conversion process

k) Take responsibility for costs assessed by the legacy system or any other third-party for performing the data conversion as described.

l) Configure code value and complete code value data mapping prior to data conversion processing

m) Use provided tools to translate (map) code values between your legacy system and your CONTRACTOR

n) Manual adjustments by the customer may be required on converted data to make it eligible for state submissions, reports, or to align with new workflow processes.

o) Back entry of data saved after the final data cut may need to be processes manually

p) System downtime may be required to complete the data conversion process

q) Perform data validation. Validate data converted is both complete and accurate. Report discrepancies during the implementation process

r) Use provided tools to report data conversion issues

s) Provide sign-off of the converted data in a non-production environment

t) Provide sign-off of the converted data set into the production environment.

u) Review and approve (or provide feedback, detailing the required corrections) for the interim data conversion delivery within ten (10) days of receiving.

v) Review and approve (or provide feedback, detailing the required corrections) the final data conversion delivery within ten (10) days of the final conversion.

w) Provide a secure and reliable network connection.

x) Review and approve the applicable TCRs.

Note: If the customer purchases elects to not purchase extraction services, the COUNTY is responsible for extracting the legacy data into the CONTRACTOR Technologies template. The COUNTY will provide at least one initial extract of RMS data for CONTRACTOR Technologies testing purposes, plus one final extract.

No images, objects or attachments will be converted as part of this conversion unless explicitly purchased.

All Enterprise RMS Template Designs must be completed prior to the final data conversion.

Master Vehicles/Property/Locations will not be converted directly as they will be built through the import of the other entities. CONTRACTOR Technologies standard Master Resolution rules will apply. Master Location GEO Validation is not included in the conversion.

Only the fields identified in the default state summary templates are included as part of the data conversion.

Custom field definitions are not included in the data conversion.

Where no directly corresponding default element exists in Enterprise RMS, legacy data may be stored in a narrative or as an attachment to the original record.

In the event that the COUNTY desires any modification to their original data in order to include it in an Enterprise RMS record, they must fully document the transformation process used. All transformations so supplied must be able to be implemented via scripts vs. "human-interpretive" processes. These include, but are not limited to names and addresses

CONTRACTOR Technologies will provide an Operational Scenario Document (OSD) prior to executing the data conversions.

The conversion supports a single data source. If needed, or additional sources are required, CONTRACTOR Technologies can review and scope accordingly.

7.3.10 Records Enterprise Training

Note: Training classes are conducted based on the quantities that are specified in the Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Agreement.

Records Enterprise Training classes are conducted on consecutive weekdays (Tuesday-Friday) during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the Records Enterprise FAT has been completed and the results are documented.
Descriptions of classes are provided below.

7.3.10.1 CONTRACTOR Responsibilities (for all Records Enterprise Classes)

a) Conduct a training orientation via conference call between the assigned CONTRACTOR Training personnel and the designated COUNTY representative. The objective of this session is to define the Training Schedule, based on the configurations of the Subsystem.

b) Schedule the Records Enterprise Training class(es) in accordance with the COUNTY's availability and the Project Schedule.

c) Prepare and distribute the meeting agendas and documents for COUNTY review or completion to all required attendees two weeks prior to each meeting.

d) Develop and provide the Records Enterprise Training Plan for all licensed product options to the COUNTY.

e) Conduct the training session(s) for the licensed product options on a mutually agreed to schedule.

f) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

7.3.10.2 COUNTY Responsibilities (for all Records Enterprise Classes)

a) Participate in the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the COUNTY's System.

b) Provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.

c) Provide a Local Records Administrator for each class that can answer agency specific questions as related to the build of the COUNTY's system.

d) Review and approve the applicable TCRs.

7.3.10.3 Records Enterprise End User Training – Records

The Records Enterprise End User Training for Records is a hands-on course that prepares the students to add, edit, and modify Incident, Arrest, Custody, Crash, Citation, Field Interviews, State Reporting, Redaction and Expungements. This class also instructs users on how to search crime report records easily and efficiently. Students learn how to maintain State-reportable UCR/NIBRS reports. This class is recommended for all personnel responsible for the day-to-day records data entry and maintenance of all departmental reports. This three-day course prepares a core set of end users to use Records Enterprise.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the internal structure of Criminal Records and departmental policies and procedures. 3) An understanding of how Criminal Records interacts with Dispatch and Patrol.

7.3.10.4 Records Enterprise End User Training – Field Officers

The Records Enterprise End User Training for Field Officers session is a hands-on three-day course. This course trains students to use Records Enterprise and includes instructions on how to create and submit Incident, Arrest, Field Interview, Citation, and Crash (or applicable modules) through the workflow process. For the train-the-trainer portion of the class, CONTRACTOR prepares selected COUNTY personnel to train other end users on Records Enterprise. The goal is to prepare these personnel to apply CONTRACTOR's training concepts to train field users on Records Enterprise.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and reporting procedures. 3) An understanding of how Patrol interacts with Criminal Records and Dispatch.

7.3.10.5 Records Enterprise Query Builder Training

The Records Enterprise Query Builder Training session is a hands-on one-day course. This course trains students how to create or modify custom queries to be used within the Records Enterprise and TTMS applications.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and reporting procedures. 3) An understanding of how Patrol interacts with Criminal Records and Dispatch.

7.3.10.6 Records Enterprise Property and Evidence Training

The Records Enterprise Property and Evidence training is a hands-on three-day workshop for personnel responsible for entering, updating, and maintaining evidence records, and providing written notification for property or impounds. Students learn how to configure the module, search evidence records, manage evidence items, create item barcodes, and use barcoding for inventory evidence. Training should be conducted directly with the Evidence Technicians at the agency's Evidence room.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to maintaining Evidence.

3) A thorough understanding of how each of the Agency's Evidence locations are laid out and used. 4) Access to the state-approved listing of available queries to perform, including formatting of data.

7.3.10.7 Records Enterprise End User Training – Investigations Training

The Records Enterprise Investigations training is a hands-on three-day course for Case Managers, Investigative Supervisors, and Investigators (Detectives). Students learn how to assign cases for investigation and track their progress, add case supplements/case materials, create incident supplements, arrests, and update cases as needed. Training should be conducted directly with detectives that can train other detectives at their agency; this helps ensure proper workflows are discussed and configured.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to Case Management, Investigations, and the management of Intelligence data (if applicable).

7.3.10.8 Records Enterprise Report Writing Class

The Records Enterprise Report Writing Training is a hands-on course that will prepare students to create, modify, and run reports on data within the Records Enterprise application. Students will learn how to use the Ad-Hoc Reporting module within Records Enterprise, as well as how to create new Microsoft SQL Reporting Services (SSRS) Custom Reports using SQL Database Model Views. This three (3) day class is recommended for all personnel that will utilize the provided reporting tools to extract data from the Records Enterprise.

Training classes will be conducted between Tuesday and Friday. The number of students attending the User Training course will be limited to no more than ten (10) students per class.

Prerequisites: 1) Completion of Records Enterprise Training. 2) General understanding of Microsoft SQL Reporting Services. 3) Understanding of Department Reporting requirements.

7.3.11 Records Enterprise System Integration Testing (SIT)

Once the FAT is concluded for Records Enterprise and in preparation for Go Live, CONTRACTOR and the COUNTY will conduct a one day remote SIT. The SIT will be conducted based on a provided scenario that test the records management process. A small group of the COUNTY staff (1-2 Records staff and field users) should participate in this test with CONTRACTOR. CONTRACTOR will work with the COUNTY on refining the test scenario that test the system based on the COUNTY's practices. This scenario must be signed off prior to commencement of the SIT. At the successful completion of SIT without any issues that prevent the System to be taken Live the COUNTY shall provide written approval that the System is ready for Go Live.

7.3.11.1 CONTRACTOR Responsibilities

a) Schedule a SIT with the COUNTY.

b) Assist the COUNTY in preparing test scenarios that can be used during this test and closely simulates the normal COUNTY's call flow.

c) Prepare and submit a TCR to the COUNTY documenting the tests that will be used for the SIT.

d) Participate in the SIT with the COUNTY.

e) Prepare and submit TCRs upon successful completion of the SIT.

7.3.11.2 COUNTY Responsibilities

a) Provide test scenarios that closely simulate the COUNTY's normal call flow.

b) Participate in conducting the SIT.

c) Review and approve the applicable TCRs.

d) Provide test systems (or pre-Production systems) for all integrations and interfaces. If the COUNTY can not provide a test system CONTRACTOR must test using the production system. This testing includes, but it not limited to, test data entry in a production system.

7.4 Implementation of System Interfaces

7.4.1 Standard Interfaces' Requirement Gathering and Configuration

The functionality and applicable configuration options for each of the CONTRACTOR Standard Interfaces are described in the Interface Requirements Documents (IRD).

A CONTRACTOR Systems Engineer will review the IRDs for each of the applicable Standard Interfaces with the COUNTY's subject matter experts and prepare a configuration worksheet (Interface Configuration Document – ICD) detailing the parameters that will be set to meet the desired functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The COUNTY is responsible for engaging the third-party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

CONTRACTOR Systems Engineer will configure and install the Standard interfaces on COUNTY's system hardware. IRDs are not COUNTY specific documents, and not subject to edits, changes, or approval. COUNTY specific configurations for Standard Interfaces are documented in configuration worksheets (ICD) and must be approved prior to configuration of the interface.

Installation and configuration of Standard Interfaces can only be performed by qualified members of CONTRACTOR System Engineering or Engineering teams, using proprietary tools. Any changes to the requirements of the Records Check Interface from the approved Configuration worksheet will be subject to additional cost and configuration time. Once each of the Standard Interfaces are installed and configured, they can be staged for FAT.

CONTRACTOR is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third-party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with CONTRACTOR within the scope of this Agreement.

> **Note 1**: Standard Interfaces are developed and enhanced within the CONTRACTOR product version process for CONTRACTOR products (such as CAD Enterprise). Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the COUNTY's system to be on a compatible version.

> **Note 2**: The COUNTY's provision of Interface Requirements for Standard Interfaces is an early Project checkpoint. This information is needed to prepare the configuration sheets for Standard Interfaces. Incomplete, inaccurate or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the

project, since modification to Standard Interfaces are only released with a major version of CAD Enterprise.

Note 3: Any changes to the configuration of Standard Interfaces made by the COUNTY makes the Interface non-supportable, and all troubleshooting efforts resulted by such changes will be subject to additional cost.

Note 4: The COUNTY is responsible for any services or software needed from such Third-Party Systems to allow for interaction with the Third-Party System or for connecting to CONTRACTOR Interfaces Software in the absence of a Third-party API. CONTRACTOR is not responsible for any cost associated for the API, any required third-party lab or certification testing, cost associated with required programming or custom work by the third-party vendors, or any license fees that may be required by the third-party vendors.

7.4.2 Custom Interfaces' Requirement Gathering and Configuration

CONTRACTOR Systems Engineer will review requirements specified by the Agreement applicable to Custom Interfaces, and lead gathering detailed operational requirements within the scope of the Agreement. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference.

Once sufficient information has been gathered to describe the operational functionality of the Interface, the Systems Engineer will create Operational Scenario Documents (OSD) detailing the operation of the Interface. COUNTY's input in detailing all relevant information regarding the operations of these interfaces and interactions with the external systems are essential to timely and accurate development of the OSDs. The completed OSDs will be provided for COUNTY's review. This document must be approved by both the COUNTY and CONTRACTOR prior to development. The COUNTY will be given a TCR that the document was provided, meets the requirements and has been reviewed with the COUNTY. The COUNTY must review the OSD within 10 days from delivery by CONTRACTOR, and provide comments and questions back to CONTRACTOR or provide approval if no changes or edits is necessary.

The COUNTY is responsible for obtaining the API for each of the third-party vendors that CONTRACTOR applications are interfacing with. The API must be for the version of the third-party software that CONTRACTOR will be interfacing with. The timelines for providing these documents to CONTRACTOR is concurrent with development of the OSD, so that any limitations associated with the level of integration with the third-party application can be taken into consideration.

Delays in review and approval of the OSDs can impact timely development of the interfaces, and ultimately delay the Go Live of the system. All requirement changes for Custom Interfaces after approval of the OSD shall follow the Change Management process, and may be subject to additional cost and development time.

Upon approval of the OSD the custom interfaces are developed by CONTRACTOR engineering team. Once developed, these interfaces will be installed on COUNTY equipment and go through testing with the COUNTY and applicable third-party vendors who own and administer the vendor side of the interface.

The COUNTY is also responsible for coordinating execution of a mutual Non-Disclosure Agreement (NDA) between the third-party vendors and CONTRACTOR before any technical information or documentation can be exchanged or testing can commence.

CONTRACTOR is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third-party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with CONTRACTOR within the scope of this Agreement.

Note 1: The COUNTY's provision of Interface requirements for each of the Custom Interfaces is an early Project checkpoint. This information is needed to develop the OSDs for Custom Interfaces. Incomplete, inaccurate, or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project.

Note 2: The COUNTY is responsible for providing Application Programming Interface (API) documentation for the Third-Party Systems. The API must document the integration process for the level of interface integration defined by CONTRACTOR's response to the RFP. The COUNTY is responsible for any services or software needed from such Third-Party Systems to allow for integration with the third-party system.

Note 3: The scope of functionality for the custom interfaces is limited to 1) the capability of the CONTRACTOR System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note 4: High level descriptions of each of the custom interfaces in Appendix D - Custom CentralSquare Interfaces, will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note 5: The COUNTY is responsible for coordinating the development of the vendor side of all interfaces to the third-party applications for the interfaces that the vendor is not a CONTRACTOR Subcontractor, based on the Agreement.

Note 6: CONTRACTOR is not responsible for any cost associated for the API, any required third-party lab or certification testing, cost associated with required programming or custom work by the third-party vendors, or any license fees that may be required by the third-party vendors.

7.4.3 Interface Functional Acceptance Testing (FAT)

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of CONTRACTOR FAT documents for each interface, as they are applicable to COUNTY's configurations.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the Systems Engineer. The test source will be the provided IRDs; therefore, all Standard Interfaces will be tested against standard, predefined CONTRACTOR FAT documents. These tests have a standard format and will be sent to the COUNTY for review prior to conducting the FAT.

CONTRACTOR will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

7.4.3.1 CONTRACTOR Responsibilities

a) Provide the IRD to the COUNTY for review for each of the Standard Interfaces.

b) Prepare and submit a TCR to the COUNTY, documenting the delivery of the IRDs to the COUNTY for Standard Interfaces.

c) Review the IRD with the COUNTY for each of the Standard Interfaces and gather and document the configuration options for the Interface.

d) Install and Configure the Standard Interfaces based on the agreed upon configurations.

e) Gather the operational requirements for each of the Custom Interfaces and develop and OSD.

f) Provide the OSD to the COUNTY for review and approval. (for custom interfaces only)

g) Prepare and submit a TCR to the COUNTY, documenting COUNTY's approval of the OSD for each of the Custom Interfaces.

h) Develop the Custom Interfaces based on the approved OSD.

i) Install and configure the Custom Interfaces.

j) Prepare and submit TCRs upon installation of the Interfaces.

k) Develop FAT documents reflecting feature descriptions found within the provided and applicable OSDs.

l) Provide the FAT documents to the COUNTY for review prior to conducting the FAT for each interface.

m) Provide a TCR to the COUNTY to approve the receipt of the FAT documents.

n) Assist the COUNTY in conducting Acceptance Testing in accordance with FAT documents.

o) Prepare and Submit a TCR, documenting completion of FAT including any exceptions to FAT.

p) Resolve FAT issues and re-run tests as required.

7.4.3.2 COUNTY Responsibilities

a) Participate in the review of the IRDs and provide the configuration information to CONTRACTOR in a timely manner.

b) Provide the information that are necessary for development of the OSD for each Custom Interface.

c) Obtain the API for each of the third-party applications that CONTRACTOR interfaces with and provide the document to CONTRACTOR.

d) Review and approve the OSDs based on the required timelines.

e) Engage the third-party vendors in the requirement gathering, development, testing and other interface development activities.

f) Review and approve the FAT documents.

g) Participate in the FAT.

h) Assist CONTRACTOR in documenting FAT findings and results.

i) Review and approve the applicable TCRs.

7.5 System and Subsystem Go Live

The "cut over" of Records Enterprise, Subsystems, and related Interfaces into the production environment is a highly orchestrated activity that will require a number of resources from both the COUNTY and CONTRACTOR teams. Records Enterprise Go Live

Once end-user training has been completed and Records Enterprise is ready to be placed into production, CONTRACTOR will assist the COUNTY in placing the system into operation. In preparation for Go Live, CONTRACTOR will assist the COUNTY in cleaning the training data from the Records Enterprise System.

CONTRACTOR will provide the COUNTY with a standard Go Live authorization letter that must be approved by the COUNTY no later than 3 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the COUNTY's confirmation that the System and staff are ready for Go Live.

At Go Live, the CONTRACTOR and COUNTY implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through CONTRACTOR Customer Services. A more detailed Go Live plan will be provided with adequate lead time.

Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require CONTRACTOR support that begins before or extends beyond weekdays will be subject to additional charge. The breakdown of onsite Go Live Services is as follows:

Go Live Coverage for Records Enterprise:
Eight (8) hour coverage for 4 days – single shift per day, 2 people per shift

7.5.1.1 CONTRACTOR Responsibilities

a) Prepare and submit a Go Live authorization letter to the COUNTY.

b) Identify the participants for the Go Live in accordance with the terms of the Agreement.

c) Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the COUNTY's system as part of the Go Live preparations.

d) Be onsite to assist the COUNTY in placing the system into production status.

e) Assist COUNTY staff in using the system and assist the computer operations staff in supporting the system.

f) Provide System monitoring following the actual System cut over as specified within the Agreement.

g) Prepare and submit a TCR upon first Live operation of Records Enterprise.

7.5.1.2 COUNTY Responsibilities

a) Complete Records Enterprise roll out to support the Go Live date.

b) Review and approve the Go Live authorization letter no later than 3 weeks prior to each scheduled Go Live.

c) Complete all relevant end user training to support the Go Live of the Subsystems.

d) Place the software into production and begin operational use in consultation with CONTRACTOR and in accordance with the project schedule.

e) Provide adequate persons for the supervision and assisting the end users beyond the participation of the CONTRACTOR staff.

f) Provide dedicated workstations for CONTRACTOR support staff during Go Live support period.

g) Provide COUNTY IT support to cover all COUNTY end user and CONTRACTOR staff hours of operation.

h) Develop a process for the reporting and resolution of issues.

i) Review and approve the applicable TCR.

7.6 Reliability Acceptance Period for Records Enterprise

Upon Go Live for the Subsystem(s), the COUNTY shall use the Subsystem for a thirty (30) consecutive day period to verify operational functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Exhibit E to the Agreement) are reported during such thirty (30) day period, the Subsystems shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period, CONTRACTOR shall commence actions in accordance with the Software Support Agreement to correct the reported error.

In the event that a Critical Priority Software Error occurs between day one (1) and day thirty (30) of the Acceptance Test Period, the Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement.

In the event that an Urgent Priority Software Error occurs between day one (1) and day fifteen (15), the Acceptance Test Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement. If the Software Error occurs between day fifteen (15) and day thirty (30), the Acceptance Test Period will be stopped and restarted from the day the resolution has been provided in accordance with the Software Support Agreement.

Critical or Urgent Priority software errors caused by factors that are outside of CONTRACTOR's control, and/or from variables which are outside the scope of CONTRACTOR's responsibilities, will not be counted Critical or Urgent Priority software errors. Examples of such issues could be, but are not limited to:

a) Power failures

b) Operator error

c) External network failure

d) Availability of components that are not provided by CONTRACTOR but interface to/from the CONTRACTOR solution

e) Hardware or Operating System software

f) Non CONTRACTOR supplied software components introduced to the working environment

During the Acceptance Test Period, the Subsystem will be frozen, (i.e., no changes, fixes, and/or updates will be applied, except those that are required to address Downtime Failures associated with the Acceptance Test Period.)

At the conclusion of the Acceptance Test Period, as further defined in the Agreement, the Subsystem will be deemed accepted by the COUNTY.

7.6.1.1 CONTRACTOR Responsibilities

a) Document the start of the Reliability Acceptance Period upon Go Live of the Subsystem in a TCR.

b) Address any Reliability Acceptance Period issues that are reported during this test period.

c) Document other issues that are not considered "Reliability Acceptance" issues to be addressed as part of the support and maintenance of the Subsystem.

d) Provide the appropriate TCR to document the Final Acceptance of the System.

7.6.1.2 COUNTY Responsibilities

a) Report issues when they develop.

b) Review and approve the applicable TCRs.

8 Project Closure

When all pre and post go live project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to CONTRACTOR's Customer Services Group. Any remaining Project related administrative tasks are completed by CONTRACTOR and COUNTY. Project documentation is archived and primary COUNTY interaction is officially handed over from the CONTRACTOR Project Manager to the CONTRACTOR Account Manager.

8.1 System Transition

Following Go Live, there is a transition period where the COUNTY moves from the implementation team to the support team. This transition will change the COUNTY's primary point of contact from the Project Manager back to the Account Manager. Software support will be handled through the Customer Services Group. The COUNTY's issues will be entered, tracked, and managed via a computerized and web-enabled issues tracking system. This tracking system will become available to the COUNTY at system installation.

8.2.1.1 CONTRACTOR Responsibilities

a) Provide payment reconciliation, final TCRs and final invoices.

b) Transition the CONTRACTOR point of contact from the Project Manager to the Account Manager and COUNTY Support Services Department.

c) Provide continued support based on terms of Agreement.

8.2.1.2 COUNTY Responsibilities

a) Provide approval of Project TCRs within five (5) business days.

b) Provide payment reconciliation and payment of final invoices.

9   Appendix B - Contracted Modifications to Standard CentralSquare Products

Note: Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

List of Product Modification OSDs:
There are no product modifications proposed for this project.

10   Appendix C - Standard CentralSquare Interfaces

Note: The scope of functionality for these Standard interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The COUNTY is responsible for coordinating the development of the vendor side of all interfaces to the third-party applications for the interfaces that the vendor is not a CONTRACTOR Subcontractor, based on the Agreement.

10.1 Standard Interfaces for Each Environment

The following table lists the Standard Interfaces that are included in this Agreement. If not explicitly listed, the interface will not be installed and supported in the specific environment.

Standard Interfaces	Prod.	DR	Test	Trng
Laserfiche	1			

10.2 NCIC State Message Switch

The Standard NCIC/State Message Switch Solution includes the following Connections, Transactions, and Query Builder Feature (Optional Purchased Feature):

10.2.1 Connections

10.2.1.1 Records Enterprise

10.2.1.1 Standard Connections for Records Enterprise

The following standard connections will be included in the project, subject to applicable access State Justice Switch (County Justice Switch in California) for State/NLETS/NCIC transactions. This must be a separate connection different from our CAD. The County of Santa Barbara through CentralSquare has two different state/national connections.

10.2.1.1.2   Custom Connections for Records Enterprise

Custom connections allow the ability to access additional records management systems, warrant/court systems, or other accessible external databases.

Custom connections included in this Agreement:

a) No Custom Connections are included as part of this Agreement

10.2.2 Transactions

10.2.1.1 Standard State/NLETS/NCIC Connection Transactions

The following standard transactions will be included in the project, subject to applicable access. These standard queries can be performed via Records Enterprise query entry page

a) The following Standard State transactions are supported:

CATEGORY	MESSAGE KEY	TRANSACTION NAME
Vehicle	BQ	Query Boat Registration
Person	QWA	Wanted Person Inquiry Abbreviated Response
Article	TQAB	Test Single Article Inquiry - All Records
Article	TQAN	Test Single Article Inquiry By Name
Article	TQA	Test Single Article Inquiry
Vehicle	TQB	Test QB - Boat Inquiry
Person	TQHA	Test CLETS Query Criminal History By Alpha
Person	TQHC	Test CLETS Query Criminal History By CII
Person	TQHN	Test CLETS Query Criminal History By Number
Person	TQHP	Test CLETS Query Personal Data
Person	TQM	Test CLETS Query Missing Person
Article	TQS	Test Single Security Inquiry
Vehicle	TQV	Test CLETS Stolen or Felony Vehicle Inquiry
Vehicle	LTS.GQ	Query Aircraft Registration
AdminOther		Free Form Clets Transaction

Person	LTS.KQ	NLETS Driver History Query
Person	QW	Wanted Person Inquiry
Vehicle	LTS.RQG	NLETS Regional Vehicle Registration Query
AdminOther	LTS.TQ	ORION File Query
Person	IN	DMV Query Drivers License By Name
Person	ID	DMV Query Drivers License By Number
Vehicle	IV	DMV Query Vehicle Registration by Plate or VIN

Article	QAN	Single Article Inquiry By Name
Person	QAR	SRF Individual Record Inquiry - Arson Registrant
Article	QA	Single Article Inquiry
Person	QCA	SRF Individual Record Inquiry - CDC Parole
Person	QCR	SRF Individual Record Inquiry - Career Criminal
Person	QFR	SRF Individual Record Inquiry - Federal Probation
Gun	QGHX	Gun Inquiry with History Exact Spelling
Gun	QG	Gun Inquiry
Person	QHA	CLETS Query Criminal History By Alpha
Person	QHC	CLETS Query Criminal History By CII
Person	QHN	CLETS Query Criminal History By Number
Person	QHP	CLETS Query Personal Data
Person	QPR	SRF Individual Record Inquiry - County Probation
Person	QSR	SRF Individual Record Inquiry - Sex Registrant
Article	QS	Single Security Inquiry
Person	QVCK	SRF Inquiry - Abbreviated Response
Person	QYA	SRF Individual Record Inquiry - CYA Parole

Article	QAB	Single Article Inquiry - All Records
Vehicle	QB	Boat Inquiry
Gun	QGB	Gun Inquiry with LE and History
Person	QM	CLETS Query Missing Person
Person	QVC	SRF Inquiry - Full Response
Vehicle	QV	Stolen or Felony Vehicle Inquiry
Person	R.QR	Full III Criminal History Record Inquiry
Person	UQ	NLETS Canadian Driver Record Query
Vehicle	RQ	NLETS Vehicle Registration Query
Vehicle	XQ	NLETS Canadian Vehicle Registration Query
Vehicle	VQ	NLETS Canadian Vehicle File Query
Person	WQ	NLETS Canadian Person File Query

Person	IQ	NLETS Criminal History Identity Query
Person	FQ	NLETS Full Criminal History Query
Person	DQ	NLETS Driver Record Query
Person	DNQ	NLETS Driver History Query By Name Only
Vehicle	RNQ	NLETS Vehicle Registration Query By Name Only
Vehicle	MQ	Hazardous Materials Query
Person	QH	III Criminal History Record Inquiry
Vehicle	R.QV	Stolen or Felony Vehicle Inquiry NCIC Only
Vehicle	QBK	Boat Inquiry with Routing Indicator
Vehicle	R.QB	Boat Inquiry NCIC Only
Gun	CG	Clear Firearm
Gun	QGK	Gun Inquiry with Routing Indicator
Gun	QGM	Gun Inquiry with Mailed Printout
Gun	QGMX	Gun Inquiry with Mailed Printout Exact Spelling
Gun	R.QG	Gun Inquiry NCIC Only
Article	EP	Enter Pawn Property
Article	EPN	Enter Non-Serialized Pawn Property
Article	QAH	Single Article Inquiry - With Pawn Records

Article	QAK	Single Article Inquiry - With Routing Indicator
Article	QAM	Single Article Inquiry with Mailed Printout
Person	QPO	Query NCIC Protection Order File
Person	QRP	Query CARPOS Restrained Person
Person	QRRK	Query CARPOS Abbreviated Response
Person	R.QM	Query Missing Person NCIC Only
Person	QWK	Wanted Person Inquiry with Routing Indicator
Article	CS	Single Security Clear
Article	CSS	Serialized Security Clear
Article	ES	Single Security Entry

Article	ESS	Serialized Security Entry
Article	LS	Single Security Locate
Article	LSS	Serialized Security Locate
Article	MS	Single Security Modify
Article	MSS	Serialized Security Modify
Article	QS	Single Security Inquiry
Article	XS	Single Security Cancel
Article	XSS	Serialized Security Cancel
Person	QRRH	Query Carpos History
Person	QRR1	Query Carpos Violation Messages

a) The following responses are supported for parsing local Person and Vehicle state transactions Parsing of returns is applicable if COUNTY is using Records Enterprise and transactions are already defined.

MESSAGEKEY
ID
IN
IV

> **Note**: None of above queries include record entry, modification or update (Cancel, Clear, Locate) transactions. This functionality is available only if **Query Builder** is purchased and the COUNTY builds the queries or CONTRACTOR develops the query. Reference Custom Transactions section.

> **Note**: Above queries are included as long as they can run against Standard Connections, or Custom connections specified by the Agreement.

a) The following queries can be run from any system that is integrated with the CentralSquare Message Switch (TTMS).

- o Standard Records Enterprise Connection Queries
    - Person by Name or Driver's License Number
    - Vehicle by License Plate or VIN
    - Article
    - Location

10.2.1.2 Custom Transactions

Custom transactions can be developed or performed via CAD Enterprise Records Check COUNTY, Records Enterprise Inline transactions, and Mobile Enterprise Query screens only. For an additional cost, custom PowerLine commands can be developed for these transactions in CAD Enterprise.

Examples of custom transactions include, but are not limited to the following:

a) Boat, aircraft, or ATV/snowmobile queries

b) Restraining Order or Criminal History queries

c) Administrative messages

d) Entry Transactions

e) Modify Transactions (modify existing records)

f) Update Transactions (Clear, Cancel, Locate)

g) Queries against records accessed through custom connections.

Custom connections included in this Agreement:

a) No Custom Connections are included as part of this Agreement

10.2.1.3**Query Builder Feature**

The CentralSquare Query Builder, comprised of the CentralSquare Message Switch application, provides a user with the ability to define and submit State, NLETS and NCIC transactions to the State's Records Check system (State system).

The Message Switch's Query Builder feature allows a Message Switch user to define State, NLETS or NCIC transaction messages by specifying a transaction identifier (such as a Message Key) and a list of input fields that accompanies each message. The user will be able to save the message definition for later editing and test the message by sending it, along with values for the defined fields, to the State system. Finally, the user will be able to designate a message as "active", which makes it available for use outside of the Message Switch application.

For any system integrated with TTMS, it allows a user to select the pre-defined Message Switch message, enter values for its defined fields, and submit it to the State system. The user will then be able to view the unparsed data from the responses returned by the State system.

> **Note**: State Certification requirements may dictate which transactions must be defined as certification-tested. The certification requirements may require "custom transactions" be certified as part of the approved library of transactions.

10.2.1.3.1 **COUNTY Responsibility**

a) Client to communicate with the State to ensure compliance with any required documentation, certification, and applications they must submit, the timelines involved, and define any deliverables from CentralSquare that may be required to complete implementation.
b) Client to have a subject matter expert (SME) in connectivity to the state or any external connection.
c) Client to have a subject matter expert (SME) in operational workflow and expected results from the state or any external connection.
d) Client to establish connectivity to the state or any external connection for testing and production operations.
e) Client to obtain valid ORI's and/or Mnemonics for testing and production operations.

10.2.1.3.2 **CENTRALSQUARE Responsibility**

a) CentralSquare will install and configure the TTMS solution and the components to support the CentralSquare systems (CAD Enterprise, Mobile Enterprise, and Records Enterprise).
b) CentralSquare will provide Query Builder (if purchased) training with the client's State and/or external connection SME.
c) CentralSquare will configure any final changes to support Go Live.

11   Appendix D - Custom CentralSquare Interfaces

> **Note**: The COUNTY is responsible for providing Application Programming Interface (API) documentation to these Third-Party Systems that document the integration process for the level of interface integration defined by CONTRACTOR's response to the RFP. The COUNTY is responsible for any services or software needed from such Third-Party Systems to allow for

interaction with the Third-party System API or for connecting to CentralSquare Interfaces Software in the absence of a Third-party API.

Note: The scope of functionality for these custom interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The COUNTY is responsible for coordinating the development of the vendor side of all interfaces to the third-party applications for the interfaces that the vendor is not a CONTRACTOR Subcontractor, based on the Agreement.

The following table lists the Interfaces that are included in this Agreement. If not explicitly listed, the interface will not be installed and supported in the specific environment.

List of Project's Custom Interfaces (OSDs to be provided):

Custom Interfaces	Prod.	DR	Test	Trng
One (1) ATIMS Interface	X			
One (1) Coplogic Interface	X			
One (1) Lexis Nexis Interface	X			
One (1) LINX Interface	X			

12   Appendix E - Subcontractor(s) Statement(s) of Work

None

Exhibit A - Appendix F

SOFTWARE LICENSE

DEFINITIONS

"Acceptance" or "Accept" means the processes described in the ACCEPTANCE section of this Agreement.

"Archive Server" or "Reporting Server" means a Server or other storage unit on which COUNTY's data resides for archival purposes.

"Contract Price" means the total of the purchase price of the items as specified in Exhibit B, including, as applicable, equipment, software licenses, services, fees, expenses and other items acquired under this Agreement, and if included as a line item in Exhibit B any applicable sales, use, value added, or other such governmental charges.

"Deliverable" means an item of equipment, software, services and other items acquired under this Agreement as listed in the addenda hereto.

"Deliver" or "Delivery" with respect to the System means physical delivery of substantially all components of each Subsystem to the Designated Location. Delivery shall be deemed to have occurred despite the absence of incidental components provided that Installation of the Subsystem, training and system configuration can begin with the items then delivered. A separate Delivery shall occur with respect to each such Subsystem.

"Demonstration of Licensed Functionality ("DOLF") means the verification of configuration procedures for a Subsystem, conducted as described in Exhibit A.

"Designated Location(s)" means the physical site(s) at which a Subsystem is installed as specified in Exhibit A

"Disaster Recovery Computer System" means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Production Computer System.

"Documentation" means the then-current standard user manuals or other related instructional and/or reference materials, provided by CONTRACTOR or other Software Vendors from time to time, including on-line help information, online documentation updates, and Release Notes issued in connection with Updates.

"Equipment" means the computer system equipment specified in Exhibit B of this Agreement. CONTRACTOR may substitute equipment specified in Exhibit B provided that such equipment will substantially meet the requirements of the Specifications and this Exhibit. Equipment (Exhibit B) does not include hardware supplied by Subcontractors .

"Functional Acceptance Test ("FAT")" means the pre-Go Live test process for a Subsystem as further defined in Exhibit A.

"Go Live" means the event that occurs when the COUNTY first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.

"Help Desk" means the CONTRACTOR telephonic support services provided as described in the applicable Software Support Exhibit.

"Installation" with respect to Subsystems means the process of running the Subsystem under a procedure to demonstrate basic interoperability of the applicable Subsystem components at the Designated Location for that Subsystem. "Installation" with respect to the Modifications means the process of running each Modification under a procedure to demonstrate basic interoperability with the applicable Subsystem at its Designated Location(s). "Installation" with respect to the Interfaces means the process of running each Interface under a procedure to demonstrate basic interoperability of the Interface with the applicable Subsystem and the hardware and/or Software with which it is interfaced at its Designated Location(s).

"Interface", collectively or individually, means the interface software described in Exhibit A.

"Live Operations" means use of a Subsystem in a live operational environment, whether or not any Interfaces or applicable Modifications are included in such use.

"Modifications" means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in Exhibit A. The CONTRACTOR Software is not custom software, and as such, at CONTRACTOR's discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all customers; or as applicable, made available as a separate module or function, separately licensed and priced.

"Object Code" means any instruction or set of instructions of a computer program in machine-readable form.

"Production System" means the primary computer system for live operations of the CentralSquare Software.

"Project Schedule" means the schedule set forth in or developed pursuant to Exhibit A, subject to any permitted changes or modifications.

"Server" means any and all computers in a local area network that run administrative software which controls access to all or part of the network and its resources and make such resources available to computers acting as workstations on the network, including the Production System and any Disaster Recovery System.

"Software" means collectively or individually the computer programs licensed under this Exhibit, including, without limitation, the programs for each Subsystem.

"Software Error" means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event CONTRACTOR (or another Software Vendor) is unable to reproduce the Software Error at its facilities, CONTRACTOR will, at COUNTY's request, visit COUNTY's premises at COUNTY's expense. If it is determined that the problem was caused by Equipment, Software, services, network or other items not supplied or not authorized by CONTRACTOR, COUNTY shall reimburse CONTRACTOR for its labor costs for such on site visit, at CONTRACTOR's then current rates for consulting.

"Software Support" means Telephone Support, Software Error Correction, and Software Update services provided by CONTRACTOR (and/or other Software Vendors) for the Software, either under warranty annually as described in the Software Support Exhibit.

"Software Support Exhibit" means collectively or individually exhibits or agreements of that name (or a similar name) for the rendering of Software Support services.

"Source Code" means the high-level computer instructions for Software used to generate Object Code.

"Specifications" means (i) the functional requirements and applicable Functional Test document(s) ("FT") with respect to each Subsystem; (ii) the Interface Requirements Document ("IRD"), or Interface Functional Configuration Document ("IFCD") and applicable test document for each Interface, or Operational Scenario Document(s) for each Custom Interface, or if applicable, Modification; and (iii) the published specifications for the Equipment, which documents are incorporated by reference herein as though set forth in full. The FT, IRD, IFCD and OSD will be in the format provided by CONTRACTOR.

"Statement of Work" means Exhibit A of the Agreement that defines the implementation process for the Project, including specific tasks that are the responsibility of CONTRACTOR and the COUNTY.

"Subcontractor" means one of the entities identified in the Statement of Work as subcontractors to CONTRACTOR, if applicable.

"Subcontractor Hardware" means the hardware supplied by a Subcontractor as part of its Subsystem, and identified in Exhibit B, if applicable.

"Subcontractor Software" means software supplied by a Subcontractor as part of its Subsystem and listed in Exhibit B, if applicable.

"Subsystem" means each of the applications described in the Statement of Work, including its Equipment, other hardware and software. In most cases, the Subsystem software will share Equipment. (For the avoidance of doubt, the applicable CONTRACTOR core applications, e.g. CAD, Mobile, RMS, are Subsystems under this Exhibit.)

"Subsystem Software" means individually or collectively the Software provided under this Exhibit for each of the Subsystems.

"System" means collectively all Subsystems that make up the integrated Computer System described in the Statement of Work.

"System Software" means the software identified in Exhibit B which includes, without limitation, operating system software, DBMS Software, and communications software.

"Task Completion Report" or "TCR" means the document presented by CONTRACTOR's Project Manager to the COUNTY for signature upon completion of a Deliverable.

"Telephone Support" means the service provided by CONTRACTOR for access to the CONTRACTOR Customer Service Department by telephone as further defined in the Software Support Exhibit.

"CONTRACTOR Business Hours" means CONTRACTOR's corporate business hours of 8:30 a.m. to 5:30 p.m. (Eastern Time), Monday through Friday, excluding CONTRACTOR holidays.

"CONTRACTOR Software" means the Object Code version of the software specified in Exhibit A of this Exhibit, and any Modifications provided hereunder.

"Update" means revisions or additions to Software provided by the Vendor thereof. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by the Vendor.

"Use" means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.

"User" means the operator of a Subsystem Workstation that is configured to access and/or utilize the capabilities and features of the Subsystem Software.

"Vendor" means any supplier of hardware, Software or services under this Exhibit, including CONTRACTOR, Subcontractors, System Software suppliers and Equipment suppliers. With respect to Software, this term will also mean the owner of the intellectual property rights, including copyright, to the software.

"Warranty Period" means the period starting at first Go Live for any Subsystem using the CONTRACTOR Software and ending one (1) year thereafter. The Warranty Period for Interfaces and any Modifications will also end on the same date.

"Workstation" means any computer input station that utilizes the functionality of a Subsystem, whether the software resides locally or on a Server.

SOFTWARE LICENSES

In consideration for, and subject to, the payment of the license fee(s) specified in Exhibit B and the other promises, covenants and conditions herein, COUNTY is granted the following licenses to the Software:

The CentralSquare Software: A perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to Use the CentralSquare Software and the Documentation for said Software for COUNTY's own internal use for the applications described in the Statement of Work, at the Designated Location, in the applicable environment (e.g., Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in Exhibit A. COUNTY may make additional copies of the CentralSquare Software as reasonably required for archival or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential. Additional CentralSquare Software licenses purchased after the execution of the Agreement shall also be licensed in accordance with the provisions of this Section COUNTY shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any Software or Documentation, or permit others to do said acts, except as provided in this Exhibit or the applicable Software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, COUNTY shall not be entitled to a refund of any license fees paid. Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided dispatching to third parties. Notwithstanding, COUNTY shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other governmental agencies/entities in the county and state of the

Designated Location, provided that the Subsystem Software is installed and operated at only one physical location.

Each copy of the CentralSquare Software provided under this license that is identified in Exhibit A of this Exhibit as a Disaster Recovery license may be used in the event of a failure, malfunction or other out of service condition of its Production System. In the event the Production System fails to operate, live operations may transfer to the Disaster Recovery System until the Production System returns to normal operational mode, provided that Software is not simultaneously operating on both the Production System and Disaster Recovery System.

Notwithstanding anything to the contrary in this Section, if COUNTY has purchased the CAD API license, COUNTY may use such Software to develop original applications which interface with the CentralSquare Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, COUNTY shall not acquire any right, title or interest in the CentralSquare Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, CONTRACTOR shall not acquire any right, title or interest in such COUNTY developed non-derived applications, whether as owner, joint owner or otherwise.

CONTRACTOR Subscriptions: If applicable, the terms and conditions for use of the CONTRACTOR Subscription Service(s) are set forth in the CONTRACTOR Subscription Service Use & License Agreement attached as Exhibit F.

Subcontractor Software: Licenses for any Subcontractor Software are set forth in Exhibit B.

System Software: The licenses set forth in the applicable Vendor's license agreements that accompany Software are incorporated herein. Third party products providing supplemental software code to the CentralSquare Software and not subject to separate licensing provisions shall be licensed in accordance with this Exhibit.

Title to all CentralSquare Software or Documentation shall remain with CentralSquare. Title to any third-party Software or Documentation shall remain with the applicable Vendor or original licensor.

The Software licenses granted in this Exhibit or in connection with it are for Object Code only and do not include a license or any rights to Source Code whatsoever.

COUNTY may not export any Software or Documentation outside the United States without further prior written agreement of CONTRACTOR or the applicable Subcontractor. In the event of such agreed export, COUNTY is responsible for complying with all applicable export laws or regulations. Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by applicable government agencies is subject to restrictions as set forth in DFAR 48 CFR 252.227- 7013 or FAR 48 CFR 52.227-14, as applicable.

These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable license agreements.

COUNTY may surrender any Software licenses provided in connection with the Agreement at any time by performing the actions described in this Exhibit, or the applicable license agreement. Such surrender shall not affect CONTRACTOR's right to receive and retain the fess outlined in Exhibit B, or other fees, charges and expenses earned hereunder.

DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT, AND RISK OF LOSS

CONTRACTOR will Deliver the items purchased and/or licensed and perform the services pursuant to Exhibit A. Unless specifically identified as a CONTRACTOR task in Exhibit A, Installation of Workstations into consoles, furniture or similar work area components at COUNTY's Designated Location is the responsibility of COUNTY.

As further defined in the Statement of Work, CONTRACTOR will appoint a Project Manager who will act as the primary point of contact for CONTRACTOR's services for the implementation process in the Project. Any services desired by COUNTY in addition to those specified in this Exhibit or the Statement of Work will be subject to the availability and scheduling of CONTRACTOR (or Subcontractor) personnel and at CONTRACTOR's (or the Subcontractor's) then-current rates, plus expenses. Prior to performing any of the aforementioned additional services, CONTRACTOR will provide a written quotation detailing the price (or time and materials estimate) for such services. CONTRACTOR may subcontract with certain Vendors that provide hardware, Software and/or services in connection with the Project (as more fully described in the Statement of Work), and (iii) pass through to COUNTY warranties received from the Vendors thereof. Prior to Acceptance, should any Subcontractor hereunder be in default (provided such default is not due to any fault or delay of COUNTY or its agents, due to any third party, or due to an event of Force Majeure, CONTRACTOR may either continue to perform the duties of the Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution; provided, however, that in no event will CONTRACTOR's responsibility for any Subcontractor's default exceed the price for such Subcontractor's portion of the Contract Price.

The Statement of Work will define the implementation process for the Deliverables and services to be provided under this Exhibit, including implementation of the Subsystems and Interfaces, testing, training; as well as the responsibilities of both CONTRACTOR and the COUNTY for the relevant tasks associated with the Project.

The Project Schedule will define the timeframe for completion of Project Milestones and the party or parties involved in performing the task, e.g. CONTRACTOR, COUNTY, or Subcontractor.

Title to all Equipment purchased under the Agreement shall not transfer to COUNTY until payment for such Equipment has been remitted to CONTRACTOR.

Risk of loss of any Deliverable shall be borne by CONTRACTOR until Delivery of the Deliverable to COUNTY. Thereafter, the risk of loss shall be borne by COUNTY.

SITE PREPARATION

COUNTY agrees to provide, in a timely manner and at its own expense, required facilities and equipment specified in Exhibit A or as otherwise specified by CONTRACTOR in writing.

ACCEPTANCE

General. Testing of the System and Subsystems shall occur throughout the Project life cycle as further defined in the Statement of Work ("SOW"). Prior to conducting the Functional Acceptance Test ("FAT") process as defined below, CONTRACTOR shall provide the standard FAT documents for the System and Subsystems. CONTRACTOR shall conduct the FAT with the COUNTY's participation in accordance with the Project plan. Individual test cases within the FAT documents shall have pass/fail criteria and with results provided to the COUNTY in a test report. COUNTY shall not suspend testing when problems are experienced and restart a FAT when the problems are corrected unless the problems prevent continuing with FAT testing. If FAT testing must be suspended pending corrective action, COUNTY shall promptly advise CONTRACTOR by the fastest available means. During the FAT

process, any FAT issues detected will be mutually defined and agreed upon as Pre-Go Live Issues to be corrected prior to Go Live, or Post Go Live Issues that do not affect the Go Live readiness of the System and will be corrected following Go Live. The FAT process and milestones are further defined in the SOW.

Final Subsystem Testing. Following the test processes defined in the SOW, and COUNTY and CONTRACTOR's mutual agreement of the Go Live Date, upon Go Live for those Subsystems that Go Live together or separately, the COUNTY shall utilize the Subsystem(s) for a thirty (30) day Acceptance test period ("the Acceptance Test Period") to verify operational system and Subsystem functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Addendum A of the Software Support Agreement) are reported and verified during such thirty (30) day period, the Subsystem(s) shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period, CONTRACTOR shall commence actions in accordance with the Software Support Agreement to correct the reported error.

In the event that a Critical Priority Software Error occurs between day one (1) and day thirty (30) of the Acceptance Test Period, the Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement.

In the event that an Urgent Priority Software Error occurs between day one (1) and day fifteen (15), the Acceptance Test Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement. If the Software Error occurs between day fifteen (15) and day thirty (30), the Acceptance Test Period will be stopped and restarted from the day the resolution has been provided in accordance with the Software Support Agreement.

CONTRACTOR Mobile Testing. COUNTY will receive Train the Trainer training, as further defined in the SOW, on the operational use and installation of Mobile. CONTRACTOR will Deliver and configure the Mobile software to the Designated Location and provide installation services on at least five (5) mobile units. Installation of the remaining mobile units will be conducted by COUNTY. CONTRACTOR's project team will test the system configuration and functionality on the CONTRACTOR installed mobile unit by running the Mobile FAT with the COUNTY as described in the SOW. CONTRACTOR and COUNTY will document any issues detected. At the conclusion of the above-described installation and testing the Parties shall jointly acknowledge Mobile Subsystem acceptance, which acceptance shall not be unreasonably delayed or withheld. COUNTY is responsible for mobile server and unit connectivity to the mobile network infrastructure and the wireless network.

CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

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

location. This provision will apply during the installation of the Project and for the duration of the COUNTY's Software Support.

COUNTY understands and agrees that the Software and Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, IRDs and FATs, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know- how implemented in the software, together with any other information identified by CONTRACTOR or a Vendor as confidential or proprietary (collectively "Vendor Proprietary Information" or "VPI") constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the Vendor a competitive advantage.

The material presented in CONTRACTOR's training courses is VPI and not intended for public disclosure or disclosure to third parties. COUNTYs may videotape training sessions provided on-site at the COUNTY's facilities by CONTRACTOR staff for the COUNTY's own internal use only; provided, however, that the CONTRACTOR training staff have consented in writing to such videotaping. The COUNTY is responsible for managing secure access to and copying or distribution of any CONTRACTOR provided training materials or COUNTY-made videotapes of CONTRACTOR training sessions.

COUNTY agrees during the term of the license granted under this Exhibit, and thereafter, to hold the VPI, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for COUNTY's exercise of the license rights granted hereunder. Nothing in this Exhibit is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

COUNTY shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed. COUNTY may not access or allow access to Source Code by any person and for any reason.

COUNTY shall inform CONTRACTOR promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of VPI. If any VPI is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, COUNTY shall as allowed by law (i) provide to CONTRACTOR (and, if applicable the concerned Subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to CONTRACTOR (and, if applicable the concerned Subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the VPI.

The obligations specified under this Section shall survive any termination or rescission of this Exhibit.

LIMITED WARRANTIES

The CentralSquare Software. CONTRACTOR warrants that, during the Warranty Period, the CentralSquare Software will perform in substantial conformity with the Specifications. If, during the Warranty Period, COUNTY determines that a warranty defect exists in the CentralSquare Software, COUNTY shall notify CONTRACTOR in accordance with the Software Support Exhibit. CONTRACTOR shall, at its option, replace the defective CentralSquare Software, or correct the defect

in accordance with the Software Support Exhibit. This sets forth COUNTY's sole remedy with respect to the foregoing warranty.

CONTRACTOR further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CONTRACTOR to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. (Nothing herein shall be deemed to constitute a warranty against viruses. The provisions below, shall constitute the agreement of the Parties with respect to viruses.) COUNTY's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

If the CentralSquare Software is unable to function as warranted due to any one or more of the following factors, additional charges may be imposed by CONTRACTOR for actions necessary to correct or work around such factors:

Modification of the CentralSquare Software, System Software or Equipment by COUNTY or a third party.

Problems in the CentralSquare Software are caused by the CentralSquare Software not being used in accordance with the CONTRACTOR Documentation, or other instructions provided by CONTRACTOR. Software not provided by CONTRACTOR, not specified as compatible in the Documentation, or COUNTY not following the procedures for loading third party software on a Workstation or Server as set forth in this Exhibit and further defined in the System Planning Document .

Equipment which does not meet the configuration requirements specified in the Documentation, by failure of COUNTY to provide and maintain the site and facility requirements described herein, or the use of other equipment as substitutes for the Equipment listed in Exhibit B.

Computer viruses that have not been introduced into COUNTY's system by CONTRACTOR. COUNTY shall maintain up-to-date virus checking software and shall check all software received from CONTRACTOR or any other person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by COUNTY, CONTRACTOR will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CONTRACTOR, CONTRACTOR will provide a virus-free copy of the CONTRACTOR Software, and will, at its expense, reload said software (but not COUNTY's data) on COUNTY's Equipment. COUNTY shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus. This states COUNTY's sole remedy with respect to viruses arising from or relating to the System.

Equipment or software provided by third parties with which the CentralSquare Software interfaces or operates (including but not limited to system software), including but not limited to problems caused by changes in such equipment or software. If such changes occur which require modifications or other actions with respect to the CentralSquare Software, such modifications or actions shall (unless identified in the Exhibit B as a line item in this Exhibit) be subject to the mutual written agreement of the Parties, including but not limited to, additional charges by CONTRACTOR at its then current rates for engineering and technical support.

Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CONTRACTOR, or covered under the terms of this Exhibit. COUNTY's use of services provided by wireless service providers or carriers, or transmission of data from cell phone carriers, cell

phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at COUNTY's sole risk.

If mapping information is supplied with the CentralSquare Software, CONTRACTOR makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the COUNTY or the mapping database vendor to CONTRACTOR.

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

Any warranties for the CONTRACTOR Subscription Services, if applicable, are only as set forth in the CONTRACTOR Subscription Service Use & License Agreement provided at Exhibit F.

Equipment, System Software and Subcontractor Hardware and Software, and any other items or services provided under this Exhibit and not manufactured by CONTRACTOR (collectively "Third Party Items") are warranted by the manufacturers or Vendors thereof, not by CONTRACTOR. CONTRACTOR shall pass through to COUNTY all warranties on Third Party Items which CONTRACTOR is permitted to pass through to COUNTY. If, during the warranty period for Third Party Items COUNTY determines that they do not perform as warranted, COUNTY shall contact CONTRACTOR using the procedures described in the Software Support Exhibit.

EXCEPT AS SPECIFICALLY STATED HEREIN, CONTRACTOR MAKES AND COUNTY RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR RESELLS AND PASSES THROUGH THIRD PARTY PRODUCTS ON AN "AS IS, WHEN AVAILABLE" BASIS. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT ANY CENTRALSQUARE PRODUCT OR THIRD-PARTY ITEMS, INCLUDING HARDWARE, SOFTWARE OR SERVICES, WILL BE FREE FROM ERRORS, DEFECTS OR INFRINGEMENT.

MAINTENANCE AND SOFTWARE SUPPORT

The CentralSquare Software. Software Support shall begin upon the date of first Go Live for any Subsystem and end twelve (12) months thereafter. Software Support is subject to and will be provided in accordance with the terms of the Software Support Exhibit. Payment for Software Support shall be in accordance with Exhibit B of the Agreement.

CONTRACTOR Subscription Services. Support terms for the CONTRACTOR Subscription Services, if applicable, are set forth in the CONTRACTOR Subscription Service Use & License Agreement provided Exhibit F, and shall govern in the event of a conflict between Exhibit F and the Software Support Exhibit.

System Software. COUNTY is responsible for maintaining licensing, including updates for System Software.

Subcontractor Hardware and Software. The initial twelve (12) month maintenance and support period for those Vendors identified inExhibit B will be provided to COUNTY by the respective Vendors as Subcontractors to CONTRACTOR. During this time, COUNTY shall contact CONTRACTOR in accordance with the procedures in the Software Support Exhibit to report any errors or defects detected with respect to such items. During this time; CONTRACTOR shall assist COUNTY in determining the nature of the problem, and will contact the appropriate Vendor for resolution; CONTRACTOR will use commercially reasonable efforts to follow-up with the Vendor and maintain contact with both the Vendor

and COUNTY to coordinate problem resolution. Support and maintenance will be provided in accordance with the respective Vendor's support and maintenance agreements. At the conclusion of such initial annual maintenance and support period, maintenance and support shall be subject to and provided in accordance with any maintenance agreements between COUNTY and the respective Vendors. CONTRACTOR shall not be a party to such maintenance and support agreements nor shall CONTRACTOR have any liability thereunder. Thereafter, provided that COUNTY maintains in force an annual CentralSquare Software Support Agreement, COUNTY may contact CONTRACTOR in accordance with the Software Support Agreement, and CONTRACTOR shall provide Help Desk services to COUNTY with respect to the reported problem only to the extent relating to CONTRACTOR Software or determining if the problem is due to any third party or Vendor other than CONTRACTOR. If the problem is due to a third party or Vendor other than CONTRACTOR, COUNTY is responsible for contacting the Vendor or third party for any further support or maintenance services for the problem. CONTRACTOR has no obligations to provide maintenance or support for any non-CONTRACTOR Software except as specifically provided herein.

Equipment. Maintenance and support for all Equipment sold hereunder is not included under this Exhibit. However, because proper computer equipment maintenance is required for proper system operation, COUNTY agrees to acquire and keep in force computer and peripheral equipment maintenance agreements for the equipment used to operate the CONTRACTOR Software or to provide such maintenance in-house with qualified personnel. If COUNTY determines that an item of Equipment provided under this Exhibit does not perform as provided in the applicable specifications, COUNTY may, provided that a current Software Support Exhibit with CONTRACTOR is in force, contact CONTRACTOR using the procedures described in the Software Support Exhibit. CONTRACTOR shall thereupon provide Help Desk services to COUNTY as provided in the then-applicable Software Support Exhibit. Notwithstanding the above, CONTRACTOR is not and shall not be a party to such third-party maintenance agreements nor shall CONTRACTOR have any obligation or liability thereunder.

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

EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

A. For CONTRACTOR the initial services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed $ 680,000.00.

B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A.**

C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B-1,** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

PAYMENT TERMS

30%	Due at Contract Execution	$	179,603.48
30%	Due at installation of RMS Server Software	$	179,603.48
30%	Due at completion of Pre-Go Live End User Training	$	179,603.48
10%	Due at Go Live	$	59,867.83
	The following are due upon receipt of invoice.		
	Estimated Travel - *Billed as Incurred*	$	44,125.00
	Annual Subscription Fees - *Due at Go Live*	$	3,300.00
	Hardware - *Due upon receipt of Invoice*	$	26,887.59
	Project Total	**$**	**672,990.84**

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Annual Support After Project Completion

After the project completion, support will be provided in accordance with Exhibit E, Software Support Terms. The Support Fees due after July 1, 2021 on Go-Live shall be $103,109.00. Support will be provided for twelve (12) months. Prior to the end of the then current support term, CONTRACTOR will forward an invoice to COUNTY for the subsequent annual support fee which is subject to an annual increase of 5%.

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

ATTACHMENT B-1
Schedule of Fees

NUMBER OF CENTRALSQUARE SOFTWARE LICENSES,
AND DESIGNATED LOCATION

Records Enterprise Software License Fee(s)	Unit Price	Qty	Total Price
Records Enterprise Concurrent User License	$1,350.00	145	$195,750.00
Records Enterprise Evidence and Barcoding	$13,070.00	1	$13,070.00
Records Enterprise GIS (Without CAD)	$18,700.00	1	$18,700.00
Records Enterprise Reporting Server License	$2,500.00	1	$2,500.00
Records Enterprise Server Software (C - 121-250 Users)	$75,000.00	1	$75,000.00
Records Enterprise Test or Training System	$0.00	1	$0.00
NCIC/State Software Records Enterprise Concurrent User	$500.00	15	$7,500.00
CentralSquare Message Switch	$22,000.00	1	$22,000.00
Standard Lexis Nexis Interface	$9,500.00	1	$9,500.00
Standard ATIMS Interface	$19,500.00	1	$19,500.00
Standard Coplogic Interface	$12,750.00	1	$12,750.00
Standard LINX Interface	$9,500.00	1	$9,500.00
NIBRS Module	$25,000.00	1	$25,000.00
CentralSquare Message Switch Query Builder	$20,000.00	1	$20,000.00
Laserfiche Interface	$19,500.00	1	$19,500.00

Records Enterprise Software License Fee(s) Subtotal: *$450,270.00*

Migration Credit – Requires Contract Execution by 8/31/2020 *:   (\$-215,010.00)

CentralSquare Software License Fee(s) Total with Discount: ***$235,260.00***

* COUNTY must pay support fees for its existing Tiburon RMS system through the date of Go Live for Enterprise RMS in order to receive the discount above.

Hardware

Product Name	Unit Price	Qty	Total Price
Records Enterprise Web Evidence and Barcode Desktop Printer	621.99	21	$13,061.79
Records Enterprise Web Evidence and Barcoding Heat/Environment Resistant Labels (4"x2", 1,340 per roll)	318.50	21	$6,688.50
Records Enterprise Web Evidence and Barcoding Heat/Environment Resistant Resin Ribbon	144.30	21	$3,030.30
Records Enterprise Web Evidence and Barcoding Scanner	949.00	3	$2,847.00
Shipping Fee	1260.00	1	$1,260.00

Hardware Total: *$26,887.59*

DESIGNATED LOCATION

Deliver To:
Susan Campbell
Santa Barbara County Sheriff
4434 Calle Real Drive
Santa Barbara, CA 93160

Subscription Services Recurring Fee(s) (Year 1)

Product Name	Unit Price	Qty	Total Price
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	$2,200.00	1	$2,200.00
CJIS Cloud Storage - Backup: 500GB Annual Subscription	$1,100.00	1	$1,100.00

Subscription Services Recurring Fee(s) (Year 1):   *$3,300.00*

* The COUNTY must maintain an active support and maintenance contract (be current on payment of all support fees due; or for subscription agreements, current on payment of all subscription fees) for the COUNTY's existing system through Go Live of the new system to be eligible for any proposed upgrade credit.

Records Enterprise Implementation Service Fee(s)	Unit Price	Qty	Total Price
Records Enterprise 3-Day Workshop and Consultation	$4,200.00	5	$21,000.00
Records Enterprise Administration Review and Training - (C - 121-250 concurrent users)	$7,000.00	1	$7,000.00
Records Enterprise Business Analysis and Consultation Services (140 Hours) (C - 121-250 Users)	$24,500.00	1	$24,500.00
Records Enterprise DOLF (C - 121-250 Users)	$15,400.00	1	$15,400.00
Records Enterprise End User Training - Field Officers (2 Days)	$4,200.00	1	$4,200.00
Records Enterprise End User Training - Investigations (2 Days)	$4,200.00	1	$4,200.00
Records Enterprise Output Designer Workshop 3 Day	$4,200.00	1	$4,200.00
Records Enterprise Property and Evidence Workshop (3 Days)	$4,200.00	1	$4,200.00
Records Enterprise Reporting Server Configuration	$2,100.00	1	$2,100.00
Records Enterprise Routing/GIS Server Implementation	$6,300.00	2	$12,600.00
Records Enterprise Server Installation and Configuration	$7,700.00	2	$15,400.00
Records Enterprise Standard Functional Acceptance and Integration Testing - (C - 121-250 users)	$8,400.00	1	$8,400.00
Records Enterprise System Orientation and Analysis - (C - 121-250 users)	$10,500.00	1	$10,500.00
Records Enterprise User Training - Records (2 Days)	$4,200.00	1	$4,200.00
Onsite Go Live Support Services for Records Enterprise (8 Hour Coverage for 4 Days - Single Shift Per Day, Two People Per Shift)	$16,000.00	1	$16,000.00
Remote Implementation Services for Records Enterprise GIS	$2,500.00	2	$5,000.00
Report Writing Training (3 days)	$4,200.00	1	$4,200.00
Standard Records Enterprise Data Conversion	$49,000.00	1	$49,000.00
NIBRS Implementation	$11,200.00	1	$11,200.00
Query Builder Training	$1,400.00	1	$1,400.00
WebRMS Data Conversion – Attachments (add on to Combined Standard Conversion)	$7,875.00	1	$7,875.00
WebRMS Data Conversion – Citations (add on to Combined Standard Conversion)	$7,875.00	1	$7,875.00
WebRMS Data Conversion – Field Interviews (add on to Combined Standard Conversion)	$7,875.00	1	$7,875.00

Records Enterprise Implementation Service Fee(s) Subtotal: *$248,325.00*

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
IQ Search 1/2 Day Admin Training (Remote)	$700.00	1	$700.00
IQ Search 1/2 Day End User Training (Remote)	$700.00	1	$700.00
IQ Setup and Conversion Services (Up to 5 years for TT Products)	$1,100.00	1	$1,100.00

Inform IQ Implementation Service Fee(s) Subtotal: *$2,500.00*

CentralSquare Implementation Service Fee(s) Total: *$250,825.00*

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	$94,500.00	1	$94,500.00
Estimated Travel Expenses (To be billed as incurred)	$44,125.00	1	$44,125.00
System Integration Fee	$18,093.25	1	$18,093.25
	Project Related Fee(s) Total:		*$156,718.25*

EXHIBIT C
Indemnification and Insurance Requirements
(For Information Technology Contracts)

INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR shall not be required to indemnify COUNTY for any claims or actions caused to the extent of the negligence or wrongful act of COUNTY, its employees, agents, or contractors.

INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 or its equivalent covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

2. **Automobile Liability**: ISO Form Number CA 00 01 or its equivalent covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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(Updated 4-16-2014)

5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be 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.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the 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.

B. Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance.

2. **Primary Coverage** – Except for Professional/Cyber Liability, any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall not be canceled, except with notice to the COUNTY provided by CONTRACTOR.

4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, in the form of a Certificate of Insurance before work commences.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement.

9. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:

    i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

    ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement ("BAA") supplements and is made a part of the Agreement between COUNTY (referred to herein as "Covered Entity") and CONTRACTOR (referred to herein as "Business Associate").

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and 45 CFR Parts 160 and 164, Subpart C (the "Security Rule"), Subpart D (the "Data Breach Notification Rule") and Subpart E (the "Privacy Rule") (collectively, the "HIPAA Regulations").

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

10. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health

care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

11. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

12. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

13. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

3. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this

BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected

Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections B.2 of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

10. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

11. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

12. **Data Ownership**. Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.

13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.

14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of

Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Covered Entity, Business Associate shall continue to extend the protections of Section B of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

G.   Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

H.   Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

I.   No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J.   Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K.   Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not containI ed in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Exhibit E

SOFTWARE SUPPORT TERM

The initial term of Software Support services provided under the Agreement shall begin at first Go Live for the CONTRACTOR Software and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of and payment of the renewal Software Support fees. Following the initial term, either party may terminate Support upon written notice to the other party ninety (90) days prior to the end of the then current annual support term. Provided that notice of termination has not been provided, on or before the expiration of the then current support term, and at each annual anniversary thereof, CONTRACTOR shall provide to COUNTY a Software Support Renewal Notice for signature. CONTRACTOR reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to COUNTY.

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

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

SUPPORT FEE(S)

Software Support fee(s) to be paid by COUNTY for the initial term of this Support Agreement are established based on the software licenses purchased under the Agreement. The Software Support fee shall be the amount specified in Exhibit B.

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

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

If COUNTY ceases to keep in force annual Software Support, any resumption of such annual support shall be subject to payment by COUNTY of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring COUNTY's system current, which fees shall be charged at CONTRACTOR 's then current rates for such services, shall also be the responsibility of the COUNTY.

SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

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

At all times during the Support term or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with Section herein.

SOFTWARE ERROR CORRECTION AND ACCESS

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

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

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

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

SOFTWARE UPDATES

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

LIMITATIONS

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

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

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

i. Problems in the CONTRACTOR Software are caused by modification of the CONTRACTOR Software, Subcontractor Software or Hardware, System Software, or Equipment by COUNTY or a third party.

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

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

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

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

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

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

If, at any time after installation of the System, COUNTY desires to load on a Workstation or Server any software not provided by CONTRACTOR, it shall, before loading such software, follow the procedures regarding third party software compatibility in the CONTRACTOR Documentation, and contact the CONTRACTOR Customer Service Department at the telephone numbers listed in Addendum A for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by CONTRACTOR with respect to such software, including but not limited to its suitability, operability or capability to meet**

COUNTY's needs or expectations. COUNTY agrees that if the loading of such third-party software degrades the performance of the System, COUNTY shall immediately uninstall such software. COUNTY shall absolve, discharge and release CONTRACTOR from any obligations or liabilities related to operation or performance of the System, the CONTRACTOR Software, Subcontractor Software, or any other item provided by CONTRACTOR under the Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third-party software.

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

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

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

EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

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

Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Agreement shall be subject to and provided in accordance with any maintenance Support Agreements between COUNTY and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto if continued annual support for the applicable Subcontractor Software is provided under as further defined herein. If COUNTY determines that an item of Subcontractor Software or Hardware, or System Software provided under the Agreement does not perform as provided in the applicable Specifications, COUNTY may contact CONTRACTOR using the procedures described in Addendum A. CONTRACTOR shall thereupon provide Help Desk services to COUNTY with

respect to the reported problem and provide reasonable assistance to COUNTY in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a CONTRACTOR Software issue or an issue with a Third-Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, CONTRACTOR will share with the COUNTY non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led CONTRACTOR to diagnose the Third-Party Item as the likely cause and which may aid the COUNTY in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the CONTRACTOR Software and are not caused by a COUNTY specific installation or configuration of the O/S, CONTRACTOR will work with Microsoft to coordinate the resolution. Notwithstanding the above, CONTRACTOR is not and shall not be a party to such third-party maintenance Support Agreements nor shall CONTRACTOR have any obligation or liability thereunder.

ADDENDUM A

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) All CONTRACTOR Software Errors reported by COUNTY's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Support terms specified below by product. The COUNTY may elect to downgrade the urgency of the issue if the operational impact is not severe. The COUNTY may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from CONTRACTOR 's Customer Service Group.

(2) If COUNTY determines a Software Error exists, COUNTY shall immediately notify CONTRACTOR by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by CONTRACTOR .

Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through CONTRACTOR 's Support website via the Customer Service portal on CONTRACTOR 's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding CONTRACTOR holidays.

(4) The main support line will be answered by CONTRACTOR 's Customer Service Department, or CONTRACTOR 's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the CONTRACTOR operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to CONTRACTOR 's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@CentralSquare.com.

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

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a CONTRACTOR representative will return the call in a manner consistent with the priority and order in which the call was received. COUNTY will make every effort to respond to CONTRACTOR in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

   a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the COUNTY may request escalation of the issue in accordance with the CONTRACTOR Documentation.

(9) Priorities and Support Response Matrix

The following priority matrix relates to software errors resulting from the CONTRACTOR Software. Causes related to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of Support.

Enterprise RMS

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

Priority	Issue Definition	Response Time
Priority 1 – Urgent	Normal Customer Service Hours Support for live operations on the production system: A system down or not functioning event, and no procedural workaround exists. This is defined as the following: • CentralSquare RMS server software inoperative • Loss of ability for all users to log on to system • Loss of transactional data & transactional data corruption This means one or more critical server components are nonfunctional disabling Records Enterprise or the field reporting capabilities of Records Enterprise workstations.	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one hour after opening. . ***After Normal Customer Service Hours: support for the Records Enterprise or the field reporting capabilities of Records Enterprise is not managed after Normal Customer Service Hours.*** Priority 1 issues must be called in via 800-987-0911 in order to receive this level of response.
Priority 2 – Critical	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error that disrupts operations but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible. • Loss of ability for CentralSquare RMS users to enter Case (Incident, Arrest and Custody) records into the system • Unable to book or release inmates A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CentralSquare RMS workstations).	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within two hours after opening. ***After Normal Customer Service Hours: support for the Records Enterprise or the field reporting capabilities of Records Enterprise is not managed after Normal Customer Service Hours.*** Non-Urgent Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us

Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible. • Loss of Non-Urgent Data (with "Non- Urgent" being defined as not causing an error classified as a P1 or P2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within eight business hours after opening. Non-Critical Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Non-Critical Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Minor	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. The inconvenience is slight and can be tolerated.	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the pint of opening a Priority 4 case during CentralSquare's normal local business hours or within two business days after a P4 case is opened outside of CentralSquare's normal local business hours. Minor Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Minor Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – **Urgent**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next panned commercial release of the applicable CentralSquare product software.
Priority 3 – **Non - Critical**	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

EXHIBIT F

Subscription Service License & Use Exhibit

I.   Services; Software.

A. Under the terms of this Exhibit, CentralSquare will be responsible for providing the following services ("Services"):

(i)   Hosting CentralSquare's software ("Software") for its online programs and corresponding module(s) as indicated in Exhibit B of the Agreement;

(ii)   Providing the COUNTY with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services;

(iii)   Providing the COUNTY with remote access to search COUNTY's data and, if purchased, report on COUNTY's data through the Software and the applicable database(s) for Authorized Users for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that CentralSquare shall not be responsible for connectivity issues due to an event of Force Majeure;

(iv)   Providing the COUNTY with certain user manuals and/or on-line Software education or other information on the CentralSquare website to assist COUNTY with its use of the Software ("Documentation");

(v)   Enabling COUNTY to update the applicable databases and obtain the agreed upon data processing output;

(vi)   Providing any other Software related services stated in Exhibit B of the Agreement (together, the "Subscription Services"). Schedule A and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to COUNTY;

(vii)   Providing the COUNTY with initial training as stated in Exhibit B of the Agreement; and

(viii)   Populating the Software and the associated database(s) with COUNTY Information (as defined in Section VII (B) hereof) and otherwise assist COUNTY with the setup of the Software (together, the "Implementation Services").
(ix)   If applicable, CentralSquare and COUNTY shall mutually agree in writing on a schedule for transfer of data from COUNTY's existing system to the applicable Subscription application.

B. This Exhibit allows COUNTY to use the Software located on CentralSquare's servers, to which COUNTY will be granted limited remote access. COUNTY shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on CentralSquare's servers, and to access the Software remotely as directed by CentralSquare.

II.   License; Access.

A. Provided that COUNTY has paid the applicable Fees (as defined in Section IV (A) hereof), CentralSquare grants to COUNTY a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on

CentralSquare's servers, through COUNTY's computer(s) for COUNTY's internal operational use only for the Term set forth in Section V unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the COUNTY. The Subscription Services may only be accessed by an Authorized User. COUNTY is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.

B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of COUNTY, a contractor or other representative of COUNTY and (ii) who has been properly issued a valid password that subsequently has not been deactivated.

C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. COUNTY is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. COUNTY shall assign a "COUNTY Administrator" to provide such password management and control. Upon request by COUNTY, additional Authorized Users' passwords shall be activated by CentralSquare.

D. COUNTY acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on COUNTY utilizing and maintaining proper password control obligations and procedures. In the event that COUNTY has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, COUNTY shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from COUNTY without further notice to COUNTY or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the COUNTY and use of these passwords within COUNTY's organization in compliance with the terms of this Agreement.

E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In Exhibit B.

III. **COUNTY Responsibilities.**

A. In conjunction with its obligation to participate in the Implementation Services, COUNTY will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of COUNTY's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a COUNTY Administrator who has attended training offered by CentralSquare to COUNTY. The COUNTY Administrator that the COUNTY appoints may be replaced at any time at the sole discretion of the COUNTY upon COUNTY's written notice to CentralSquare so long as the newly appointed COUNTY Administrator has attended CentralSquare's training. COUNTY will be charged additional fees for any such training for COUNTY's employees beyond the

initial training for the Software that is a part of the Implementation Services.

B. COUNTY is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.

C. COUNTY is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the COUNTY Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely COUNTY's responsibility to assure that the initial and one- time importing of the COUNTY Information into COUNTY's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of COUNTY's database shall be performed solely by COUNTY. The COUNTY Information that is to be included in COUNTY's database shall be provided by COUNTY in a digital form that complies with the requirements of the COUNTY Information format as stated in CentralSquare's policy for inputting COUNTY Information in any Documentation CentralSquare provides to COUNTY. In addition, COUNTY is solely responsible for the accuracy of any and all reports, displays and/or uses of COUNTY Information, whether or not CentralSquare assisted COUNTY with the development or construction of such reports and displays and other uses of the COUNTY Information.

D. COUNTY shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.

E. COUNTY is responsible for maintaining an active e-mail account for correspondence with CentralSquare.

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

G. COUNTY is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable CentralSquare Subscription application.

IV. Ownership.

A. CentralSquare owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, COUNTY agrees that the Subscription Services' screens and any output of the Services, excepting the COUNTY Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and COUNTY agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting COUNTY any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of

CentralSquare during the Term, in accordance with this Agreement.

COUNTY agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that it receives from COUNTY including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the COUNTY Information and PHI, or CJIS data.

As between the parties, CentralSquare agrees that all COUNTY Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Subscription Services is the property of COUNTY; provided, however, CentralSquare shall have the right to retain COUNTY Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any COUNTY Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.

B. COUNTY will not have the ability to copy the COUNTY Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

Schedule A

SOFTWARE TECHNICAL SUPPORT

This Software Technical Support document describes the terms and conditions relating to technical support that CONTRACTOR will provide to COUNTY during the Term of the Agreement.

1. **Product Updates and Releases**

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

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

2. **Telephone Support & Support Portal**

    2.1. **Hours.** CONTRACTOR shall provide to COUNTY, Monday through Friday, 6:30 A.M. to 5:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. CONTRACTOR shall provide to COUNTY, during the Support Hours, commercially reasonable efforts in solving errors reported by the COUNTY as well as making available an online support portal. COUNTY shall provide to CONTRACTOR reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CONTRACTOR in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CONTRACTOR at COUNTY location(s) if and when CONTRACTOR and COUNTY agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CONTRACTOR, then COUNTY shall pay for CONTRACTOR's investigation and related services at CONTRACTOR's standard professional services rates. COUNTY must provide CONTRACTOR with such facilities, equipment and support as are reasonably necessary for CONTRACTOR to perform its obligations under this Amendment, including remote access to the Specified Configuration.

    2.2. **Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours**. After Normal CONTRACTOR Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service via toll-free phone number (800-987-0911). When connected to the service, the COUNTY shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. Website Support

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

4. Exclusions from Technical Support Services

CONTRACTOR shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If COUNTY requests support services for a problem that CONTRACTOR reasonably believes was caused or exacerbated by a Nonqualified Product, CONTRACTOR shall provide notice thereof to COUNTY along with a quoted price for the support services; COUNTY must approve the incurrence of such charges in writing prior to CONTRACTOR rendering the services. COUNTY shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. COUNTY Responsibilities

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

1) Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CONTRACTOR are not due to hardware malfunction;

3) Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CONTRACTOR for proper operation of the Software;

4) Supply CONTRACTOR with access to and use of all information and facilities reasonably determined to be necessary by CONTRACTOR to render the technical support described herein;

5) Perform any test or procedures reasonably recommended by CONTRACTOR for the purpose of identifying and/or resolving any problems;

6) At all times follow routine operator procedures as specified in the Documentation or any policies of CONTRACTOR posted on the CONTRACTOR website following notice from CONTRACTOR to COUNTY;

7) COUNTY shall remain solely responsible at all times for the safeguarding of COUNTY's proprietary, confidential, and classified information; and

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

6. Security:

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

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

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

7.1. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the COUNTY's standard business hours of operation and the COUNTY will be notified prior to the upgrade.

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

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

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

Priority	Issue Definition	Response Time
Priority 1 – **Urgent**	IQ Search. 24X7 Support for live operations on the production system. This is defined as the following: • The applicable IQ server is down and all workstations will not launch or function; the COUNTY is experiencing complete interruption of ability to do perform queries. • The applicable IQ system is inoperable due to data loss or corruption caused by CONTRACTOR Software This means that one or more CONTRACTOR server components are down or inaccessible, disabling all usability of COUNTY's IQ workstations	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CONTRACTOR initially responds to a Priority 1 case within one hour after opening. . After Normal Customer Service Hours: Thirty (30) minute callback after COUNTY telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 to receive this level of response. There are no Priority 1 issues for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme
Priority 2 – **Critical**	Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Urgent Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. Generally, this means that a significant number of the system IQ workstations are negatively impacted by this error (e.g. does not apply to a minimal set of IQ workstations).	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CONTRACTOR initially responds to a Priority 2 case within two hours after opening. Priority 2 issues for IQ Search, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours. Non-Urgent Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us

Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CONTRACTOR initially responds to a Priority 3 case within eight business hours after opening. Non-Critical Priority issues may also be reported via Https://support.centralsqaure.com/s/contrac-us Non-Critical Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Minor	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including COUNTY technical questions or usability questions would be a part of this level.	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CONTRACTOR initially responds the next business day after the pint of opening a Priority 4 case during CONTRACTOR's normal local business hours or within two business days after a P4 case is opened outside of CONTRACTOR's normal local business hours. Minor Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Minor Priority issues are not managed after Normal Customer Service Hours.

9. **Exceptions.** CONTRACTOR shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

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

9.2. denial of reasonable access to COUNTY's system or premises preventing CONTRACTOR from addressing the issue.

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

9.4. a force majeure event, or the negligence, intentional acts, or omissions of COUNTY or its agents.

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

Priority	Resolution Process	Resolution Time
Priority 1 – **Urgent**	CONTRACTOR will provide a procedural or configuration workaround or a code correction that allows the COUNTY to resume live operations on the production system.	CONTRACTOR will work continuously (including after hours) to provide the COUNTY with a solution that allows the COUNTY to resume live operations on the production system. CONTRACTOR will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – **Critical**	CONTRACTOR will provide a procedural or configuration workaround or a code correction that allows the COUNTY to resume normal operations on the production system.	CONTRACTOR will work to provide the COUNTY with a solution that allows the COUNTY to resume normal operations on the production system which may include a fix on the system prior to the next panned commercial release of the applicable CONTRACTOR product software.
Priority 3 – **Non - Critical**	CONTRACTOR will provide a procedural or configuration workaround that allows the COUNTY to resolve the problem.	CONTRACTOR will work to provide the COUNTY with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CONTRACTOR determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CONTRACTOR will work to provide the COUNTY with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

11. Non-Production Environments. CONTRACTOR will make commercially reasonable efforts to provide non-production environment(s) during COUNTY business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

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

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

12. **Virtual Private Network (VPN) Concentrator.** If COUNTY's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CONTRACTOR. It will reside at COUNTY's location but is, and shall remain, the property of CONTRACTOR.

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

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

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