



Meeting Date: _____
 Agenda Item No: _____

<u>Kitsap County Board of Commissioners</u>			
Office/Department:		Sheriffs Office-General	
Staff Contact:		Chief Jeff Menge, 360-337-5668	
Agenda Item Title:		Contract KC-528-21 between Kitsap County Sheriff's Office and Executive Information Services, Inc., to provide a licensed public safety records and jail management software and services.	
Recommended Action: Move the Board execute contract KC-528-21 with Executive Information Services, Inc.			
Summary:	<p>This contract with Executive Information Services, Inc. will provide the Sheriff's Office with a public safety records and jail management software and professional services. KCSO will be signing a ILA with other local law enforcement agencies to utilize this system, KC-529-21. The total cost is paid over a 5 year maintenance (plus tax).</p> <p>This contract is effective December 1, 2021 to November 30, 2026.</p>		
Attachments:	<ol style="list-style-type: none"> 1. Contract Review Sheet 2. KC-528-21 3. Debarment 		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:		\$1,103,200	
Related Revenue for this specific action:		\$1,103,200	
Cost Savings for this specific action:		NA	
Net Fiscal Impact:		\$1,103,200	
Source of Funds:		General Funds	
Fiscal Impact for Total Project – NA			
Project Costs:		\$	
Project Costs Savings:		\$	
Project Related Revenue:		\$	
Project Net Total:		\$	
Office/Departmental Review & Coordination			
Office/Department		Elected Official/Department Director	
Sheriffs Office-General		John Gese	
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-528-21	Pending	\$1,103,200.00	



Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION <i>(for Contract Signing Authority, see KCC 3.56.075)</i>	
1. Contractor	Executive Information Services, Inc.
2. Purpose	to provide a licensed public safety records and jail management software and services.
3. Contract Amount	\$1,103,200 Disburse <input checked="" type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	December 1, 2021 to November 30, 2026
5. Contract Administrator	Jeff Menge Phone 360-337-5668
Approved:	Steve Duckworth, Undersheriff Date 10/20/2021 Department Director
B. AUDITOR – Accounting Information	
1. Contract Control No.	KC-528-21
2. Fund Name	
3. Payment from-Revenue to CC/Account No.	
Reviewer	Dave Schureman Date 10/22/2021
4. Comments:	
C. AUDITOR – Grant Review <i>Signature only required if grant funded contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	NA Date
2. Comments:	
D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Timothy M. Perez Date 10/22/2021
2. Comments:	
E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review <i>Signature required if \$50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)</i>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Aimée Campbell Date 10/22/2021
2. Comments:	
F. HUMAN RESOURCES – Human Resources Director Review <i>Signature only required if union or employment contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	NA Date NA
2. Comments:	
G. INFORMATION SERVICES – Information Services Director Review <i>Signature only required if technology contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Date
2. Comments:	
H. PROSECUTING ATTORNEY	
1. <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	
Reviewer	Susan Rogers Date 10.22.2021
2. Comments:	

Date Approved by Authorized Contract Signer:
RETURN SIGNED ORIGINALS TO:

Date _____
Melynda Phelps @ MS-37

KC-528-21
PUBLIC SAFETY RECORDS AND
JAIL RECORDS MANAGEMENT SOFTWARE CONTRACT

This Public Safety Records and Jail Records Management Software Contract (“Contract”) is entered as of this December 1, 2021 (“Effective Date”) by and between the Kitsap County Sheriff’s Office (“KCSO”), acting through Kitsap County, a Washington state municipal corporation (“County”), and Executive Information Services, Inc., a corporation organized and existing under the laws of the State of Nevada, with offices located at 1396 NE 20th Ave, Suite 100, Ocala, Florida (“Contractor”).

WHEREAS, the County desires to license certain public safety records and jail management software and professional services from the Contractor as identified in this Contract and the EIS Sales, Service and License Agreement attached to this Contract as Attachment “A” (the “EIS SSLA”), and to obtain certain professional services from Contractor, each of which the Contractor has agreed to provide on the terms and conditions set out in this Contract and the EIS SSLA.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the Services (as that term is defined in the EIS SSLA) set forth herein, and as attached and incorporated by reference, the County and Contractor agree as follows:

ARTICLE 1. TERM AND EFFECTIVE DATE

1.1 Term. The Contract will commence on the Effective Date and remain in effect for five (5) years, until midnight on the end date, (“Initial Term”) unless terminated or extended as provided herein. The Contract may be extended for additional consecutive one (1) terms on the mutual written agreement of the parties (each a “Renewal Term”). In no event will the Contract or any contract amendment become effective unless and until it is approved and executed by the duly authorized representatives of Kitsap County and Contractor. The Initial Term and Renewal Terms shall collectively be referred to as the “Term”.

ARTICLE 2. ATTACHMENTS AND DEFINITIONS

2.1 The Attachments described below and attached to this Contract, and incorporated in full by reference, shall be deemed an integral part of this Contract:

- Attachment “A” - EIS Sales, Service and License Agreement
- Attachment “B” - Statement of Work
- Attachment “C” - Contractor’s Proposal
- Attachment “D” - EIS Support Services Agreement

In the event of a conflict or inconsistency between the terms and conditions in the main body of this Contract and the terms and conditions of an Attachment, the following order of precedence shall apply: the terms and conditions in the body of this Contract, Attachment “A”, Attachment “B”, Attachment “D” and Attachment “C”.

For greater certainty, Contractor’s liability for any and all claims arising out of or in connection with this Contract and Attachments A, B and C shall be limited as set forth in Section 15 of Attachment A (EIS SSLA). Contractor’s liability for any and all claims arising out of or in connection with Attachment D shall be limited as set forth in Attachment D.

2.2 Definitions. The following definitions shall apply for all purposes, unless otherwise defined herein. Capitalized terms not otherwise defined in this Section 2 shall have the meaning ascribed to them in the EIS SSLA attached to this Contract as Attachment “A” or in the EIS Support Services Agreement attached to this Contract as Attachment “D”. Acronyms will always be upper case.

Acceptance Criteria	The functional, performance and technical specifications for the Software as mutually agreed upon between the parties in writing. The Acceptance Criteria shall be set forth in the Acceptance Test Plan.
Acceptance of Project Plan	When the Project Plan is approved in writing by both the Contractor and the County.
Acceptance Test	A test based on the Acceptance Test Plan which must be passed before the Software is considered to operate in material conformity with the Acceptance Criteria. Acceptance testing may occur in one or more phases, depending on the delivery and implementation timeline as specified in the Project Plan.
Acceptance Test Plan	The written compilation of acceptance tests, methodologies, test data and Acceptance Criteria which will be used to conduct Acceptance Tests of the Software as mutually agreed upon between the parties in writing.
Agency Partners	The City of Bremerton, the City of Bainbridge Island, the City of Port Orchard, the City of Poulsbo, and the Suquamish Tribe, on behalf of their respective law enforcement agencies. Agency Partners shall include any employee of an Agency Partner that have been authorized by the Agency Partner to have access to the Software by way of any type of interface (for example, graphical user interface or browser user interface) and who are bound by confidentiality obligations at least as protective of Contractor’s Confidential Information as the terms in the EIS SSLA.
ATL	Attempt to Locate
Board	the Kitsap County Board of County Commissioners.
BOLO	Be on the Lookout
CAD	Computer Aided Dispatch
CALEA	Commission on Accreditation for Law Enforcement Agencies

Certificate of Final Acceptance	This means a written instrument by which the County notifies Contractor that all of the Acceptance Criteria have been met.
Certification for Go-Live	The earlier to occur of the following: (a) the County certifies in writing that the Software is ready for Go-Live as set out in the SOW are complete, acting reasonably; or (b) Go-Live. There will be a separate Certification for Go-Live for the RMS and JMS.
CJIS	Criminal Justice Information Services
Contract	This Public Safety Records and Jail Records Management Software Contract KC-528-20, the Statement of Work, the EIS Sales, Service and License Agreement, the Support Services Agreement, and all schedules and attachments that have been incorporated herein.
County	Kitsap County, Washington.
County IS	The Kitsap County Information Services Department.
Data	All data, information, content, and other materials stored or transmitted by the County and any Agency Partner using the Software, excluding third-party data and Contractor data.
Defect	A material program error that causes the Software to crash, or program algorithms or logic that produce material incorrect results or fails to function in all material respects in accordance with the specifications in the SOW. Defects pertain to the intended operation of EIS Software as delivered to County, but do not pertain to subsequent errors brought about by Infrastructure changes made by County. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data;
Disabling Code	Any back door, timer or other limiting routine, instruction, or similar unrequested code which could be invoked to disable or otherwise shut down all or any portion of the Software.
DOL	Washington Department of Licensing.
EIS External Agency Application(s)”	means the object code version of the Contractor software identified in Schedule “A” as external agency applications and includes any Updates or Upgrades and any customizations or enhancements to the foregoing as described in the Statement of Work that have been provided to the County as part of the Support Services. Third Party Software is not included in the definition of EIS External Agency Applications except where this EIS SSLA explicitly states otherwise.

Final Acceptance	The earlier to occur of the following: (a) that the Customer has issued a Certificate of Final Acceptance for the Software; or (b) Contractor has not received notice in writing from the Customer of a list of reproducible errors or other failures of the Software to operate in material conformity with the Acceptance Criteria within thirty (30) days of the date of Go-Live.
Go-Live Date (JMS)	The date that the County commences using any part of the JMS software for production use in day to day operational use.
Go-Live Date (RMS)	The date that the County commences using any part of the RMS software for production use in day to day operational use.
IACP	International Association of Chiefs of Police
IBR	Incident-Based Reporting
JMS	Jail records management system
KCSO	The Kitsap County Sheriff's Office
Kitsap 911	This is the entity that provides call dispatch services to the County and its Agency Partners.
Law or Laws	All applicable federal, state and local laws including privacy and data protection laws, as well as any other applicable statutes, regulations.
Malicious Code	Any industry known "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "worm," "spyware" (as such terms are commonly understood in the software industry) or any other code designed to have any of the following functions: (a) disrupting, disabling or harming the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed or (b) compromising the privacy or data security of a user or damaging or destroying any data or file, in each case, without authorization and without the applicable User's consent.
MCT	Mobile Computer Terminal
NCIC	National Crime Information Center
NIBRS	National Incident-Based Reporting System
NIEM	National Information Exchange Model
NLETS	National Law Enforcement Telecommunications System
OJC	Object jail classification
Personnel	Contractor and Contractor's employees, volunteers, subcontractors, and any employees or volunteers of the subcontractors or Contractor who perform any Services under the Contract.

Project Plan	The project plan identifying a list of deliverables, acceptance task activities, the criteria, and standards to be met, and timelines with key milestones provided by the Contractor in digital format and approved by the County.
Proposal	Contractor’s proposal in response to Request for Proposal No. 2019-147 for a Public Safety Records and Jail Management System
Record	A generic term used to describe official documentation, either of an entire case or event or components thereof
RMS	Records Management System
SORNA	Sex Offender Registration and Notification Act
Software	Refers collectively to Contractor’s software products listed in Schedule “A” to the EIS SSLA in object format and includes any Updates or Upgrades (as those terms are defined in the EIS SSLA) that have been provided to County as part of the Support Services. Third Party Software is not included in the definition of Software except where this Agreement explicitly states otherwise. Software includes the EIS External Agency Applications and the EIS Public Access Applications (as those terms are defined in the EIS SSLA).
Third Party Software	Third party software products licensed to the County by the applicable third-party licensors. Future Releases of the Software may require alternate third-party software to be upgraded or licensed by the County, which will be subject to a third-party license agreement between the County and the relevant third-party software licensor.
UCR	Uniform Crime Reporting
WASPC	Washington Association of Police Chiefs and Sheriffs

ARTICLE 3. STATEMENT OF WORK

- 3.1 General Engagement. The Contractor agrees to perform all Services specified in the Contract.
- 3.2 Intentionally Omitted.
- 3.3 Acceptance. Payment for any part or parts of the Software, or testing thereof by County, shall not constitute acceptance or relieve Contractor of its obligations under the Contract. The County shall be deemed to have accepted the Software and Contractor’s Work only upon Final Acceptance by the County. Acceptance of the Software does not waive any warranty or other rights provided in this Contract for the balance of Contractor’s Work required under this Contract. County will have a minimum of thirty (30) days after the launch date of each phase to test the Software in full production use in accordance with the Acceptance Test Plan and to identify any failure of the Software to operate in material conformity with the functional specifications set out in the documentation specified by Contractor in Schedule

“A” to the EIS SSLA (“Non-conforming Elements”). The Certificate of Final Acceptance will be executed once all Non-conforming Elements have been corrected by Contractor, except for minor or inconsequential errors.

- 3.4 Problems. Contractor agrees to promptly notify County of any factor, occurrence, or event coming to its attention that may affect Contractor’s ability to perform its obligations set out in this Contract, or that is likely to occasion any delay in completion of the work contemplated by this Contract. Such notice shall also be given in the event of any loss or reassignment of any of Contractor’s key personnel, threat of strike, or major equipment failure or other force majeure event.
- 3.5 Alterations and Changes. County reserves the right, without impairing Contractor, to request additional subscriptions or services, to omit, cancel or eliminate Contract items, to alter details of implementation or installation, and to make other changes and alterations as necessary or desirable, in County's judgment, to satisfactorily complete the project contemplated by this Contract. Contractor shall perform such changed, additional, increased, decreased, varied, or altered obligations upon the mutual written agreement of the Parties signed by authorized representatives of each of the parties, which shall specify any additional compensation to be paid by County for such alterations or changes. Except as may be otherwise provided in this Contract, no payment for extras will be made and no changes or alterations to the Software or Services shall be performed unless such extras and the compensation to be paid therefore have been authorized in writing by the parties.

ARTICLE 4. CONTRACTOR’S PERSONNEL, SUBCONTRACTS

- 4.1 Unless otherwise provided or approved by the County, Contractor shall use its own employees to perform the services described in this Contract. The County shall have the right to review and approve any Personnel who are assigned to work under this Contract. Contractor agrees to remove Personnel from performing work under this Contract if reasonably requested to do so the County.
- 4.2 Subcontracts. Contractor shall not subcontract any portion of the Contract, nor change approved subcontractors, without the prior written consent of the County, acting reasonably. The County has the right to approve Contractor’s subcontractors, and the County reserves the right to request replacement of subcontractors. If the County permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Contract. All subcontracts shall incorporate by reference the terms and conditions of the Contract. Contractor shall provide the County with verification of all subcontractors’ compliance with the indemnification and insurance requirements of the Contract upon request. The County does not have any obligation to pay Contractor’s subcontractors, and nothing herein creates any privity between the County and the subcontractors.

ARTICLE 5. COMPENSATION

- 5.1 Compensation. The County will pay all fees for the Initial Term which shall not exceed the amount identified in Schedule “B” (Fees and Payment Schedule) to the EIS SSLA as accepted by the County, unless authorized in writing by the County.

- 5.2 Subsequent Terms. After the Initial Term, Contractor may submit an annual notice of cost adjustments to the Sheriff of the KCSO on or before June 1 for the following year. The notice shall identify any increase in the Contract pricing. In no event shall a price increase exceed five percent of the prices for the previous year.
- 5.3 Price Reduction. Price reductions may be submitted to the County for consideration at any time during the contract period. The County at its own discretion may accept a price reduction. Price reductions will become effective upon acceptance by the County.

ARTICLE 6. PAYMENT AND COSTS

- 6.1 Invoice. The Contractor shall utilize the invoice format directed by KCSO to submit complete and accurate invoices for the services and goods received, along with supporting documentation. Invoices shall be legible and reflect all appropriate adjustments for credits due the County. Invoices that are illegible shall be returned to the Contractor for clarification and the County will shall not be held to established timeframes for payment as set above. County will have the right to require the Contractor to provide additional supporting documentation prior to payment of an invoice.
- 6.2 Payments. The County will make reasonable efforts to pay the Contractor within 30 days from the date the County receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to the Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 6.3 Discrepancy. The County will provide notice to the Contractor of any invoice discrepancy. The Contractor and the County shall resolve the discrepancy by comparison and reconciliation of records. If resolution cannot be achieved the disputed amount shall not be paid until the parties have reached an agreement resolving the discrepancy. Timeframes for payment for the disputed amount shall be waived until the dispute is resolved.
- 6.4 Insurance/W-9 Compliance. All payments are expressly conditioned upon the Contractor's compliance with all insurance requirements in section 12 and submission of a current IRS W-9 form to the County. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to Contractor unless otherwise provided herein.
- 6.5 Restrictions. The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract and received during the Contract Term. Contractor acknowledges oral requests, and authorizations, for additional compensation are prohibited and unenforceable. Advance payments are not authorized. The County does not pay, and is not subject to, any late charges, fees, or penalties of any kind.
- 6.6 Taxes. Except for any state sales tax payable to the State of Washington, the Contractor is solely liable for payment of all tax obligations arising from its performance of the Contract. Except as set out herein, Contractor and its subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Except as set out herein, Contractor and its subcontractors shall hold the County harmless from any

responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. County agrees to pay all sales and use taxes imposed on goods or services acquired hereunder as required by law within their contracted rate which shall be added to each invoice to County as appropriate. Contractor must pay all taxes including, but not limited to: Business and Occupation Tax, taxes based on Contractor's net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

- 6.7 Discount Terms. Contractor agrees to offer the County any discount terms that are offered to its best customers for the same goods and services based on licensing tier structure and apply such discount to payments made under this Contract which meet the discount terms.

ARTICLE 7. DELAYS AND EXTENSIONS OF TIME

- 7.1 Delays. Contractor shall use commercially reasonable efforts to meet the projected timelines and avoid unreasonable delays in the delivery of all Services required prior to the launch date unless excused at the mutual agreement of the parties. The County shall also make best efforts to meet the projected timelines and avoid unreasonable delays in assisting Contractor as reasonably necessary in connection with the Services.
- 7.2 Extensions of Time. If the Contractor is delayed at any time in the progress of providing Services covered by the Contract, by any causes beyond Contractor's control, the time for performance may be extended by such time as mutually agreed to in writing by the parties. Any request for an extension of time shall be made in writing to the County.
- 7.3 Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of Contract by reason of any default, delay, or failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond the party's reasonable control and without fault or negligence. Circumstances deemed to be beyond the control of the parties hereunder include, without limitation, but are not limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay or as otherwise agreed to in writing by the parties.

ARTICLE 8. TERMINATION

- 8.1 Termination for Convenience. The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County subject to the payment by County of amounts payable to Contractor

in accordance with Section 8.4(b) of this Contract. The County may terminate the Contract upon giving the Contractor 30-days' written notice.

8.2 Funding Issues. If funding for the underlying project or matter is withdrawn, reduced, or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.

8.3 Termination for Cause.

A. Either party may terminate the Contract in whole or in part due to the other party's material default in the performance of any of its obligations hereunder. In such an event, the non-breaching party will provide the other party written notice of the breach and an opportunity to cure. If the default has not been cured within time frame identified in the notice, which shall not be less than 30-days, the non-breaching party shall have the right to immediately terminate the Contract.

B. This Contract shall automatically terminate in the event that the EIS SSLA is terminated.

C. Effects of Termination. Upon termination of this Contract: (i) all license rights granted to the County under this Contract shall automatically cease; (ii) all outstanding Fees and expenses owed by the County to Contractor shall be immediately due and payable; (iii) the County must destroy all copies of the Software, Documentation, and Confidential Information of Contractor in its possession or control and shall certify the same in writing by an officer of the County; and (iv) all warranties related to the Software shall automatically terminate. Except as otherwise expressly provided in this Contract, termination of this Contract shall be without prejudice to any other right or remedy to which either party may be entitled to at law or in equity.

8.4 Procedures on Termination

A. Upon receipt of notice of termination, the Contractor shall continue to perform, in accordance with the requirements of the Contract up to the date of termination as directed in the termination notice, notify Staff of the termination date, and minimize further costs.

B. The County shall pay Contractor its reasonable and allowable costs for work in progress, work completed, and materials accept by the County before the effective date of termination, subject to offset as provided herein. No costs incurred by Contractor in respect of Services performed by Contractor after the effective date of the termination will be paid.

C. Prior to or at the termination of the Contract, the Contractor shall make available all such information as reasonably requested by the County, including in a readable electronic format specified by the County.

8.5 Transition Services – Contract Termination

- A. In the event of termination or expiration of the Contract, the following shall apply.
- B. Subject to the payment of applicable fees in accordance with Sections 8.5D and 8.5E, the Contractor shall work cooperatively with the County to accomplish a complete, timely, and seamless transition of any terminated services from Contractor and the subcontractors to the County, or to any replacement provider designated by the County, without any interruption of or adverse impact on the terminated services or any other services provided by Third-Parties or Services that Contractor shall continue to provide (each transition, a “Transition Services”). Contractor shall cooperate with the County and any new service provider and otherwise promptly take all steps required or reasonably requested, to assist the County in effecting Transition Services of any terminated services. Contractor shall provide all information available as of the effective date of termination regarding the terminated services or as otherwise needed for Transition Services, including data conversion, interface specifications, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all terminated services, as the County may direct, including completion or partial completion of projects, documentation of work in process, and other reasonably necessary measures to assure an orderly transition to the County or the County’s designee. Contractor’s obligation to provide Services shall not cease until Transition Services satisfactory to the County, acting reasonably, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Section, has been completed.
- C. Contractor will provide currently published (as of the effective date of termination) entity relationship diagrams, data dictionaries, and complete data documentation which comprises the design specifications, file types and formats, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain and reuse the Data extracted from Contractor.
- D. Transition Services. Transition Services as outlined within this section will be assessed a reasonable fee based on the then going rate for time and materials. In the event that any undisputed amounts have not been paid as required in this Contract, Contractor may decline to provide the transition support outlined in this section until such amounts are paid in full.
- E. Upon County’s request, Contractor shall continue to provide the Support Services to Customer (except where Contractor is enjoined) pursuant to the terms of this Contract for a transitional period of up to twelve (12) months ("Transition Period") subject to the payment to Contractor of applicable annual support fees as calculated for the County for the designated term pro-rated on a monthly basis.

ARTICLE 9. NOTICE AND CONTRACT REPRESENTATIVES

- 9.1 Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice will be deemed to be given five days following the date of mailing, or immediately if personally served. Each party will designate a contract representative, which may be changed by providing 15 days' prior notice to the other party.

County's Representatives

Administrative Lieutenant
Kitsap County Sheriff's Office
614 Division Street MS-37
Port Orchard, WA 98366

Director, Information Services Department
Kitsap County
614 Division Street MS-21
Port Orchard, WA 98366

Contractor's Representative

Executive Information Services, Inc.
1396 NE 20th Avenue, Suite 100
Ocala, FL 34470

With a copy to:

N. HARRIS COMPUTER CORP.
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: General Counsel
Telephone: 613-226-5511, Ext. 2149

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Contractor shall have complete responsibility and control over its Personnel. Neither Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County.
- 10.2 All actions of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of Personnel. Contractor and its Staff shall have no County employee-type benefits of any kind whatsoever, including without limitation,

insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees. Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

- 10.3 The County will not be responsible in any way for the damage or loss caused by fire, theft, accident, or otherwise to the Contractor's stored supplies, materials, equipment, or personal property stored by Contractor's Personnel on County property.

ARTICLE 11. WARRANTY, RISK OF LOSS, AND INDEMNIFICATION

11.1 Warranty of Contractor. Contractor warrants that work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

11.2 Intentionally omitted.

11.3 Intellectual Property Warranty. Contractor represents and warrants that its performance of all obligations under this Contract does not and will not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

11.4 Intentionally Omitted.

11.5 Indemnification and Claim

A. Contractor, at its own expense, will defend, indemnify, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") and pay any and all losses, liabilities, damages, judgements, fines, costs and expenses (including reasonable attorneys' fees and court costs) finally awarded by a court of competent jurisdiction against the County or agreed to in a settlement by Contractor in any claims, suits, and actions brought by a third party against the Indemnitees for bodily injury, personal injury (including death) or tangible property damage to the extent caused by the negligence or willful misconduct of Contractor or any of its owners, officers, directors or Staff ("Claims"), except to the extent such Claims result from or arise in connection with the negligence or willful misconduct of the Indemnitees, and provided that the following conditions are met: (i) County gives Contractor prompt written notice of any such Claim and full opportunity to defend the same, (ii) County has not made any admissions or entered into settlement negotiations either prior to or after providing notice to Contractor of the applicable Claim except with Contractor's prior written consent; (iii) County gives Contractor sole control of the defense of the Claim and all negotiations for its compromise or settlement (provided that, Contractor will obtain the Indemnitees consent in connection with any act or forbearance required by the County, which consent will not be unreasonably withheld); and (iv) County provides Contractor all reasonable assistance and

information throughout the claim or proceeding. Subject to the foregoing, to the extent that the Indemnitees are found to be at fault and apportioned liability by a decision of a court of competent jurisdiction, adjudicator, or in a settlement agreement agreed to by the parties, County shall promptly reimburse the Contractor for its proportionate share of all amounts paid by the Contractor pursuant to the latter's fulfillment of its indemnity obligations. In the event that neither of the parties are found to be at fault by a decision of a court of competent jurisdiction, the parties agree to pay the reasonable legal costs associated with Contractor's defense of the claim against the County in equal shares notwithstanding anything contained in this Section 11.5. The terms and conditions of Contractor's indemnity obligations set out in Section 14 of the EIS SSLA states the entire liability of Contractor and County's sole and exclusive remedies for claims of infringement of trademark, copyright, patent, and any other intellectual property rights.

- B. Any Claim against any Indemnitee by any of Contractor's Staff, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, shall not limit the Contractor's indemnification obligation in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Contractor's Staff under workers' compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) by application of any other worker's compensation act, disability benefit act or other employee benefit act. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into the Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

11.6 Notice of Claim and Tender

Contractor's obligation to indemnify the Indemnitees is subject to the following conditions:

- A. Contractor will be responsible for primary loss investigation, defense, and all negotiations for its compromise or settlement, where the indemnification of 11.5(A) is applicable. Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the County, except to the extent that the County is found to be at fault and apportioned liability. The Indemnitees have not made any admissions or entered into any settlement negotiations either prior to or after providing notice to Contractor of the applicable Claim except with Contractor's prior written consent. This prohibition does not apply if the Contractor fails to notify the County that it accepts Contractor's obligations under Section 11.5(A) within 14 business days of receipt of notice from the County of a Claim as required by 11.6 (C).
- B. Contractor shall promptly provide the County Representative written notice of any occurrence or information known to the Contractor that could reasonably result in a Claim against the County, or any Claim made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract. The County must provide Contractor with all

reasonable assistance and information throughout the Claim.

- C. The County will promptly provide the Contractor's Representative written notice of any Claim made or filed against the County by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County's tender of defense of a claim in writing within 14 business days from the date of notice and will advise the County if Contractor accepts or denies tender of the claim. The County may in its discretion withhold all or part of any payment due Contractor under the Contract until Contractor responds to such notice.
- D. The Contractor shall keep the County continuously, timely and fully informed through all stages of the defense and promptly respond to and comply with County's requests for information. The County at all times reserves the right, but not the obligation to participate in the defense and settlement of any Claim at its sole expense, subject to Contractor's right to sole control of the defense and settlement of any such Claim. County shall not settle any such Claim without Contractor's prior written consent, provided that Contractor shall not settle or compromise any Claim that includes an admission of liability or fault or payment obligation on behalf of the County without the prior written consent of the County, not to be unreasonably withheld. Such participation shall not constitute a waiver of Contractor's indemnity and defense obligations under the Contract.
- E. Violation of any provisions of this article is a material breach. Rights and remedies available to the County under this Article are cumulative to those provided elsewhere in the Contract, and those allowed by law, except where otherwise expressly stated. The Article shall survive termination and expiration of the Contract.

11.7 Indemnity by Subcontractors. In the event the Contractor enters into subcontracts to the extent allowed under the Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

ARTICLE 12. INSURANCE REQUIREMENTS

12.1 Minimum Requirements

- A. Contractor and its subcontractors, if any, shall procure prior to providing services and maintain uninterrupted until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in this article with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A: VIII, with policies and forms satisfactory to the County. Coverage limits shall be at minimum the limits identified in this section, or the limits available under the policies maintained by Contractor without regard to the Contract, whichever is greater.
- B. The required insurance coverage limits identified in this section shall be provided for

each annual policy term. The Insurance Requirements herein are minimum requirements for the Contract and do not limit the indemnity covenants contained in the Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

12.2 Commercial General Liability (“CGL”)

- A. Not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate under this Contract. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer’s liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the County.
- B. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract. There shall be no exclusion or restriction preventing coverage from applying to injury caused by an act of Discrimination or a violation of Civil Rights, including but not limited to race, religion, sex, national origin as well as allegations for failure to provide adequate treatment.

12.3 Intentionally omitted.

12.4 Technology Errors & Omission and Cyber Liability Insurance. Not less than \$1,000,000 per occurrence and \$5,000,000 annual aggregate under this Contract. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. Subject to terms, conditions, limitations and exclusions of the policy.

12.5 Business Automobile Liability. Not less than \$500,000 per occurrence under this Contract. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

12.6 Intentionally Omitted.

12.7 Workers’ Compensation and Employer Liability. If applicable, Contractor shall maintain workers’ compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor’s Staff eligible for such coverage. If the Contract is for over

\$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.

- 12.8 Primary, Non-Contributory Insurance/Subcontractors. Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of the Contract.
- 12.9 Intentionally Omitted.
- 12.10 Coverage Verification. The Contractor will be required to provide the following Certificate of Insurance within five (5) days after receipt of written notice of intent to award the Contract. Contractor shall furnish the County with certificates of insurance (valid ACORD form or equivalent approved by the County) as required by the Contract. An authorized representative of the insurer shall sign the certificates.
- 12.11 Waiver of Subrogation. In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.
- 12.12 Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall provide an endorsement for the full available limits of coverage maintained by Contractor and its subcontractors for the benefit of the County which may be satisfied by a blanket form endorsement. The Certificate of Insurance and endorsement shall endeavor to mail notice to the certificate holder named of cancellation, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate. At the time of execution, Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366 and to the County Representative.
- 12.13 General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. Contractor's insurance shall

apply separately to each insured against whom a claim is made, or suit is brought, subject to the limits of the insurer's liability.

- 12.14 Claims-Made. If any insurance required by the Contract is written on a claims-made basis, such policy should allow for claims to be made after expiration or termination of the policy for issues that arose during policy period. If Contractor has a claims made policy, Contractor shall provide sufficient proof of extended coverage.
- 12.15 Subcontractors. The Contractor shall establish and outline the insurance requirements for each subcontractor that will perform work under the terms of the Contract. Such insurance shall be in forms and limits customary in Washington for the specific services being provided by each subcontractor. Such insurance shall include Kitsap County, and its officers, elected officials, directors, agents, and employees as additional insureds and waiver of subrogation with respect to all applicable policies. The Contractor shall be responsible for confirming each subcontractor meets the established insurance requirements for the specific work or medical service being provided. Contractor is responsible for furnishing evidence of insurance to the County for each subcontractor.

ARTICLE 13. CONTRACT CHANGES, SUBCONTRACTS

- 13.1 Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 13.2 Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 13.3 Assignment and Delegation. Neither party shall assign any right or delegate this Contract, or any service, or duty under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld, except that Contractor may assign this Contract to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Contractor agrees to provide written notice of such change and to facilitate any required assignment and delegation. Any purported assignment or delegation in violation of this subsection shall be void.
- 13.4 Subcontracts. The Contractor shall provide the County a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material (for greater certainty, other than software and related documentation) or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.

ARTICLE 14. OWNERSHIP, CONFIDENTIALITY, BREACH, RECORDS, AUDIT

- 14.1 Ownership.

- A. The Software, Documentation (as those terms are defined in the EIS SSLA) and related materials are and shall remain the sole and exclusive property of Contractor, its licensors and/or its affiliates and County acknowledges and agrees that all Intellectual Property Rights (as that term is defined in the EIS SSLA) therein are and shall remain with Contractor, its affiliates and/or its licensors. Any rights not expressly granted herein are reserved by Contractor. County may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software, the Documentation, and related material supplied by Contractor. County shall report to Contractor any actual and verified infringement or misappropriation of Contractor Intellectual Property Rights or other rights in the Software, or the Documentation of which County becomes aware.
- B. County shall retain sole and complete ownership of its Data at all times, regardless of the location of the Data, and Contractor may not make any use any of the County's Data other than for testing purposes or as necessary to perform its obligations under this Contract (such as Services and Support Services), without the prior consent of the County.

14.2 Confidentiality of Records

- A. The Contractor shall establish and maintain procedures and controls, that are acceptable to the County to assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor and permitted subcontractors as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

14.3 Data Breach

- A. The Contractor shall notify the County within a reasonable period of time, not to exceed the timeframe required by law, when any Contractor and/or subcontractor reasonably believe Software that stores Data is subject to a Data breach or any incident relating to the integrity of such Software such as a virus. Notice shall be provided via electronic correspondence to the person identified in the notice provisions herein. The parties acknowledge that Contractor, as County's agent, may have access to PII or protected health information (PHI), (as that term is defined in the Health Insurance Portability and Accountability Act of 1996) (collectively "County Sensitive Data") when providing services under this Contract. County will indemnify the Contractor in the event that a third party makes a claim against Contractor that the Contractor did not have the proper consent to access, use, or store the PII or PHI under applicable Law. Notwithstanding the foregoing, the County will not be responsible nor indemnify the Contractor for any subsequent improper use or dissemination of the PII or PHI by the Contractor.
- B. The Contractor shall provide reasonable notice, not to exceed the timeframes required

by Law, to the County upon knowledge of a breach to the Contractor and/or subcontractor's systems that results in the unauthorized use, or disclosure of County Sensitive Data. If an unauthorized use or disclosure of any County Sensitive Data occurs, the Contractor must provide electronic notification to the County within a reasonable time, not to exceed the timeframes required by Law, after the Contractor's discovery of such use or disclosure and, thereafter, all information the County requests concerning such unauthorized use or disclosure. The Contractor, upon discovery, shall report to the County within a reasonable time, not to exceed the timeframes required by Law, any improper or non- authorized use or disclosure of County Sensitive Data. The Contractor's report shall identify: i) the nature of the unauthorized use or disclosure; ii) the County Sensitive Data used or disclosed; iii) who made the unauthorized use or received the unauthorized disclosure; iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and vi) shall provide such other information, including a written report, as reasonably requested by the County.

- C. Contractor shall maintain reasonable safeguards to ensure that all personal identifying information, financial information, and other information submitted or made available to Contractor by, or on behalf of, the County, or acquired or developed by Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by Contractor and permitted subcontractors solely as necessary for the performance of the Contract and not made available to any other person without the County's prior written consent. Upon expiration or termination of the Contract, all confidential information shall be returned to the County or destroyed at the County's discretion.
- D. The Contractor shall, at its sole expense, comply with all applicable laws that requires the notification of the County of any breach of the security of personal information owned or licensed by the County that Contractor maintains or possesses if Contractor discovers that such personal information was acquired by an unauthorized person, including without limitation RCW 19.255.010, as in effect during the term of this Contract.

14.4 Loss of Data. In the event of loss of any Data or records where such loss is due to the intentional act or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the County. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use reasonable efforts to assure that at no time shall any actions undertaken by the Contractor under the Contract damage or create any industry known vulnerabilities in the Software.

14.5 Public Records. Contractor acknowledges the Contract and all public records associated with the Contract shall be available to the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("Act"). To the extent that public records in the custody of the Contractor are needed for the County to respond to a

request under the Act, as determined by the County, the Contractor shall make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under the Contract, electronic or hard copy, to be protected from disclosure under the law, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Contractor as confidential or proprietary and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records in compliance with the Act, this section or court order.

- 14.6 Audit and Record Retention. Contractor and its Staff shall maintain and retain all books, documents, and records relating to performance of the Contract and services provided in connection with the Contract for six years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County, no more than once in a twelve-month period, upon reasonable advance notice, and at all reasonable times during regular business hours. In the event of any audit or records request, the Contractor shall provide assistance to the County, without additional compensation, and provide all books, documents and records reasonably requested, and identify, investigate, and reconcile any audit discrepancies and/or variances. Contractor and its Staff shall fully cooperate with the County when the County is evaluating Contract compliance and conducting performance audits and financial audits, which shall include making all records requested by the County promptly available to the County for review, at no cost to the County.

ARTICLE 15. REPRESENTATIONS, WARRANTIES

- 15.1 General. Each party represents and warrants that 1) it has all necessary rights, licenses and approvals required to perform its obligations under this Contract and to provide the other with the rights to utilize the Software in the manner indicated within the Contract and that County shall be entitled to use the Software without disturbance provided the County has complied with all of the terms and conditions of the Contract; 2) all obligations owed to the third parties with respect to the activities contemplated to be undertaken by the parties pursuant to this Contract, are or will be, fully satisfied so that the parties will not have any obligations (other than obligations set forth in this Contract) with respect thereto; 3) the parties' obligations under this Contract are not in conflict with any of their other obligations; 4) each party will comply with all applicable laws in the performance of its obligations under this Contract; and 5) the parties' arrangements with any Subcontractors who provide services in connection this Contract shall be in compliance with the terms and conditions of this Contract.

- 15.2 Intellectual Property Warranty. Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.
- 15.3 Defects. Subject to the exclusions and disclaimer set out in Section 14(b) and 14(d), respectively, of the EIS SSLA, Contractor represents and warrants that, at the time of completion of delivery and installation of the Software, the Software and all components thereof shall operate in material conformity with the functional specifications contained in the applicable Documentation supplied by Contractor as defined in the EIS SSLA. County's sole and exclusive remedy for any defect in the Software to meet the foregoing warranty shall be as set out in Section 14 of the EIS SSLA.
- 15.4 Malicious Code. Contractor represents and warrants that it shall use its best efforts to prevent the introduction and proliferation of any Malicious Code in the Software as and when delivered to the County. Without limiting Contractor's other obligations under this Contract, Contractor covenants that, in the event any Malicious Code is found in the Software, as and when provided by Contractor under this Contract, Contractor shall remove such Malicious Code and correct all associated issues at its sole expense.
- 15.5 Disabling Code. Contractor represents and warrants that during the Term Contractor shall not insert into the Software any Disabling Code except that for purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) or the provision by Contractor of services under this Contract shall not be deemed disabling code or a breach of any of the terms of this Section 15.5.
- 15.6 No Fee. Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 15.7 Compliance. Contractor represents and warrants that during the Term: 1) it is qualified to do business in the State of Washington and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; 2) it is not in arrears with respect to the payment of any monies due and owing the state, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract; and 3) it shall comply with all applicable Laws, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees.
- 15.8 Non-Discrimination. During the Term Contractor and its Staff shall not discriminate against any person based on race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.

Any subcontract entered into by Contractor, relating to the Contract, shall be subject to the provisions of this paragraph.

15.9 Claims for Labor and Materials. The Contractor shall promptly pay when due all amount payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against County property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), against Contractor's rights to payments hereunder, or against the County, and shall pay all amounts due under the Unemployment Compensation Act with respect to such labor.

15.10 Intentionally omitted.

ARTICLE 16. RIGHTS AND REMEDIES

16.1 Intentionally omitted.

16.2 Withholding Payment. In the event the County reasonably determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in the Contract, then the County may withhold from amounts otherwise due and payable to Contractor in respect of the particular Product or Services that is the subject of the non-performance, until the County Representative determines, acting reasonably, that such failure to perform has been cured. Withholding under this subsection shall not be deemed a breach entitling Contractor to termination or damages, provided that the County gives notice in writing to the Contractor of the nature of the default or failure to perform and an opportunity to cure the default or failure to perform in accordance with the terms of Section 8.3(a) or such longer period specified by the County, and the County pays the Contractor all amounts owing in respect of any other Software and Services satisfactorily performed.

16.3 Recovery of Funds. Whenever, under the Contract, any sum of money shall be recoverable from or payable by the Contractor to the County the same amount may be automatically deducted from any sum due to the Contractor under the Contract or under any other contract between the Contractor and the County. The rights of set-off of the County are in addition and without prejudice to any other right the County may have to claim the amount of any loss or damage suffered by the County on account of breach of this Contract.

16.4 Right of Assurance. If the County in good faith has reason to believe the Contractor will not or cannot perform or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent and/or ability to perform.

16.5 Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of the County and as required herein. Upon reasonable request, Contractor shall provide any clarifications and/or explanations regarding any Services provided as requested by the County, at no additional cost to the County.

- 16.6 Right of Offset, Reimbursement. The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor’s non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Contract.

- 16.8 Nonconforming Tender. Services supplied under the Contract shall fully comply with the Contract. The delivery of services or a portion of the services that do not fully comply constitutes a breach of contract. On delivery of nonconforming services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

ARTICLE 17. LIQUIDATED DAMAGES

- 17.1 Intentionally omitted.

ARTICLE 18. GOVERNING LAW, DISPUTES

- 18.1 Governing Law; Venue. The Contract has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the Contract or any provisions hereto shall be instituted only in courts of competent jurisdiction within Kitsap County, Washington or in a federal court nearest to Kitsap County, unless otherwise required by law.

- 18.2 Disputes. Difference between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be brought to the attention of the County Representative at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken by the County’s Representative.

ARTICLE 19. GENERAL PROVISIONS

- 19.1 Advertising, Logo. Contractor shall not use, advertise, or promote information for commercial benefit concerning the Contract or use any trade name, trademark, logo, or symbol of the County, or County Departments, without the County’s prior written consent.

- 19.2 Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

- 19.3 Intentionally omitted.

- 19.4 Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.

- 19.5 No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 19.6 Time of Performance. Time is of the essence with respect to each and every term and provision of the Contract.
- 19.7 Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable while giving effect to the parties' intentions provided that if such provision may not be so saved, it shall be severed and the remainder of this Contract shall remain in full force and effect.
- 19.8 Waiver. A waiver of a default of any part, term, or provision of this Contract or failure to enforce any provision of this Contract shall not be construed as a waiver of any subsequent default or as a waiver of the part, term, or provision itself. All waivers must be in writing.
- 19.9 Non-Exclusive Contract. The County may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 19.10 Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 19.11 Survival. Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract or which is required to ensure that the parties fully exercise their rights and obligations hereunder shall survive termination or expiration of the Contract and continue in full force and effect unless and until waived expressly in writing by the party to whom they benefit. Those provisions include, without limitation: Article 3 (Statement of Work), Article 8 (Termination), Article 11.5 – 11.7 (Indemnification), Article 14 (Ownership, Confidentiality, Breach, Records, Audit), Article 15 (Representations and Warranties), Article 16 (Rights and Remedies), and Article 18 (Governing law, Disputes), and Article 19 (General Provisions).
- 19.12 Entire Agreement. The parties acknowledge the Contract together with the EIS SSLA, SOW's, EIS Support Services Agreement, Attachments, and any Schedules to such Attachments and SOWs, is the product of negotiation between the parties and represents the entire agreement and understanding of the parties with respect to its subject matter. All previous agreements, understandings, and representations, whether oral or written, entered into prior to the Contract are hereby revoked and superseded by the Contract. The terms, provisions, or conditions of any purchase order or other business form or written authorization used by County will have no effect on the rights, duties or obligations of the parties under this Contract, regardless of any failure of Contractor to object to those terms, provisions or conditions.

19.13 Authorization. Each party signing the Contract warrants to the other party, that they have the full power and authority to execute the Contract on behalf of the party for whom they sign.

Dated this ____ day of ____, 2021 Dated this ____ day of ____, 2021

EXECUTIVE INFORMATION SERVICES, INC KITSAP COUNTY

DocuSigned by:
Todd Richardson
1DA0B8189CE94EC...

Todd Richardson
CFO Executive Information Services

John Gese
Kitsap County Sheriff

DocuSigned by:
Gregg Merlihan
0A02924E480642C...

Gregg Merlihan
SEVP Executive Information Services

DocuSigned by:
Jeff Pugh
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Jeff Pugh
EVP Executive Information Services

DATED this ____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



EIS SSLA

ATTACHMENT A**Sales, Service and License Agreement**

THIS SALES, SERVICE AND LICENSE AGREEMENT (“EIS SSLA”) is made and entered into this 1 day of December 2020 (the “**Effective Date**”), by and between Kitsap County, a Washington state municipal corporation, located at 614 Division St (hereinafter “**COUNTY**”), and Executive Information Services, Inc., a Nevada Corporation located at 1396 NE 20th Ave. Suite 100, Ocala, FL 34470 (hereinafter “**CONTRACTOR**”).

RECITALS

WHEREAS, (a) the CONTRACTOR is the owner of certain software products and related services and COUNTY wishes to use such software products and related services; and (b) CONTRACTOR has agreed to license such software to COUNTY and to perform such related services for COUNTY on the terms and conditions set out in the Contract and this EIS SSLA.

THE PARTIES HEREBY AGREE AS FOLLOWS:**1. Interpretation.**

- (a) **Definitions.** In this EIS SSLA, the following expression shall have the meanings indicated below, unless otherwise defined in the KC-528-21 Public Safety Records and Jail Records Management System Contract (“**Contract**”):

“**Agency**” means any public agency, other than Kitsap County or Agency Partner (as defined in the Contract);

“**Agency Partner(s)**” means the City of Bremerton Police Department, the City of Bainbridge Island Police Department, the Suquamish Police Department for the Port Madison Indian Reservation, the City of Port Orchard Police Department, and the City of Poulsbo Police Department. Agency Partners shall include any employee of an Agency Partner that have been authorized by the Agency Partner to have access to the Software by way of any type of interface (for example, graphical user interface or browser user interface) and who are bound by confidentiality obligations at least as protective of CONTRACTOR’S Confidential Information as the terms of this EIS SSLA;

“**Agency Partner Task Force**” means members of a joint task force that includes an Agency Partner;

“**Authorized Site(s)**” means those designated sites of the County and Agency Partners that are owned or controlled by the County or such Agency Partner as applicable as specified in Schedule “A”;

“**Client Side Software**” means those modules of the Software that reside on client side hardware that are licensed on a per Agency Partner basis as specified in Schedule “A”;



“Confidential Information” means the Software, and any information which is confidential in nature or that is treated by Contractor as being confidential which is disclosed by Contractor or obtained by COUNTY in connection with this EIS SSLA, whether such information is in oral, written, graphic or electronic form, which: is (i) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (ii) known by the COUNTY to be considered confidential or proprietary, such as the Software, or (iii) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party's employees or independent contractors who have not had access to or use of the other party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction. The contracts between the parties and all schedules and attachments are not Confidential Information;

“Defect” means a material program error that causes the Software to crash, or program algorithms or logic that produce material incorrect results or fails to function in all material respects in accordance with the specifications in the SOW. Defects pertain to the intended operation of EIS Software as delivered to COUNTY, but do not pertain to subsequent errors brought about by Infrastructure changes made by COUNTY. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data;

“Documentation” means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided that have been provided by and generated by or on behalf of the CONTRACTOR to COUNTY, as may be amended or supplemented from time to time and delivered to COUNTY by CONTRACTOR;

“EIS External Agency Application(s)” means the object code version of the Contractor software identified in Schedule “A” as external agency applications and includes any Updates or Upgrades and any customizations or enhancements to the foregoing as described in the Statement of Work that have been provided to the County as part of the Support Services. Third Party Software is not included in the definition of EIS External Agency Applications except where this EIS SSLA explicitly states otherwise;



“EIS Minimum Requirements” means the minimum required hardware, software and network components and configurations as specified in the EIS published minimum standards document, as amended by EIS from time to time, with six months prior written notice to the COUNTY, and made available on the www.goeis.net website or, where applicable, as specified in a SOW;

“EIS Public Access Applications” means the object code version of the Contractor software identified in Schedule “A” as public access applications and includes any Updates or Upgrades and any customizations or enhancements to the foregoing as described in the that have been provided to the COUNTY as part of the Support Services. Third Party Software is not included in the definition of EIS Public Access Applications except where this EIS SSLA explicitly states otherwise;

“External User(s)” means a user that is not a User or an Agency Partner;

“Fees” means the License Fees, Services Fees, and other fees set out in Schedule “B”;

“Intellectual Property Rights” means any proprietary right including, but not limited to, those provided under: (a) patent law; (b) copyright law; (c) trade-mark law; (e) design patent or industrial design law; or (d) any other statutory provision or common law principle applicable to this EIS SSLA, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how;

“License Fees” means the software license fees set out in Schedule “B”;

“Maximum Active Instances” means the number of active instances of each module of the Software that has been licensed by the County as specified in Schedule “A”;

“Personally Identifiable Information or PII” means information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number (SSN), biometric records, , etc. alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.;

“Product” means the Software and Services;

“Services” means the installation, implementation, data migration, training, and other professional services to be provided by CONTRACTOR to COUNTY as described in a Statement of Work;

“Services Fees” means the implementation services fees, training, and travel fees set out in Schedule “A”;



“Software” or **“Licensed Software”** means the object code format of the CONTRACTOR software products that are listed in Schedule “A” and includes any Updates or Upgrades that have been provided to COUNTY as part of the Support Services. Third Party Software is not included in the definition of Software except where this EIS SSLA explicitly states otherwise. Software or “Licensed Software” includes the EIS External Agency Applications and the EIS Public Access Applications and consists of both Server Side Software and Client Side Software modules;

“Server Side Software” means those modules of the Software that reside on servers (either physical or virtual) that are licensed on a per instance basis at an Authorized Site as specified in Schedule “A”.

“Statement of Work” or **“SOW”** means a written statement of work attached to the Contract as Attachment “B” that sets out a description of Services to be provided by CONTRACTOR to COUNTY;

“Support Services” means maintenance and support services to be provided by CONTRACTOR subject to the payment of applicable fees, pursuant to the terms and conditions of the EIS Support Services Agreement attached as Attachment “D” to the Contract;

“Third Party Software” means third party software products licensed to COUNTY by the applicable third-party licensors. Future Releases of the Software may require alternate third-party software to be upgraded or licensed by COUNTY, which will be subject to a third-party license agreement between COUNTY and the relevant third-party software licensor;

“Updates” means the object code format of any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality that CONTRACTOR makes available to its customers as part of its Support Services for no additional fees;

“Upgrades” means a major overhaul of the Software in object code format which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software, that CONTRACTOR makes generally available to its customers which may be subject to the payment of additional fees as determined by CONTRACTOR in its sole discretion; and

“User(s)” means any employee of COUNTY, an individual acting as a volunteer on behalf of COUNTY, or any of COUNTY’s legal agents that have been authorized by COUNTY in accordance with the terms of Section 6 of this EIS SSLA to have access to the Software by way of any type of interface (for example, graphical user interface or browser user interface) and who are bound by confidentiality obligations at least as protective of CONTRACTOR’S Confidential Information as the terms of this EIS SSLA.



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b) **Schedules.**

The Schedules described below and attached to this EIS SSLA shall be deemed to be integral parts of this EIS SSLA.

- Schedule "A" - Description of Products; Fees
- Schedule "B" - Payment Schedule
- Schedule "C" - Software and Services Cost Proposal

In the event of any conflict or inconsistency between the terms and conditions in the main body of this EIS SSLA and the terms and conditions in any Schedule, the terms and conditions of the main body of this EIS SSLA shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

2. **Term of EIS SSLA.** The term of this EIS SSLA shall commence on the Effective Date and subject to earlier termination in accordance with Section 16 shall be coterminous with the Contract.
3. **Performance of Services.** Services will be provided to COUNTY in accordance with the Contract and SOW. COUNTY agrees to provide the resources and perform the responsibilities assigned to it in a SOW in a timely manner in accordance with any applicable milestone dates, any failure by COUNTY to do so shall not relieve COUNTY of any payment obligation. Delivery and implementation of products and services itemized in Schedule "A" will be coordinated with designated officials of COUNTY and provided on a mutually acceptable schedule to be set forth in such SOW.
4. **Compensation.** In consideration for the provision by CONTRACTOR to COUNTY of the Services and the license rights granted by CONTRACTOR to COUNTY for the Software, COUNTY shall pay CONTRACTOR the Fees in accordance with the payment schedule set forth in Schedule "B" and the payment terms set out in Article 6 of the Contract. COUNTY agrees to pay all sales and use taxes imposed on goods or services acquired hereunder as required by law within their contracted rate which shall be added to each invoice to COUNTY as appropriate.
5. **Travel.** COUNTY shall reimburse Contractor for all reasonable travel and out of pocket expenses set out in Schedule "A". Travel expenses not included in Schedule "A" must be pre-approved in writing by the County prior to commencement of travel.
6. **License.** Subject to terms and conditions of this EIS SSLA including, without limitation, the payment by COUNTY of the Fees, CONTRACTOR hereby grants to COUNTY a personal, perpetual (subject to Section 16 of this EIS SSLA), non-exclusive, non-transferable, revocable limited license:



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- a. to install the Maximum Active Instances of the Server Side Software for (i) production use and (ii) test and training use on any number of servers (physical or virtual) provided that the Server Side Software may only be installed on an internal network owned or controlled by the County or an Agency Partner at the Authorized Site(s);
- b. to allow Users and Agency Partners to (i) remotely access and use the Server Side Software at the Authorized Site(s); and (ii) install and use the Client Side Software on any hardware device owned or controlled by the Agency Partner in the case of Agency Partners and on any hardware device owned or controlled by the County in the case of Users, solely for the internal business purposes of the Agency Partners provided such Agency Partner enters into a written agreement with the County agreeing to be bound by the terms and conditions of this EIS SSLA and County shall remain responsible for such Agency Partner's compliance with the term and conditions of the Contract;
- c. to install the EIS External Access Applications at the Authorized Site(s) on the limited number of servers licensed by the County as specified in Schedule "A" to this EIS SSLA and to allow External Users to use the EIS External Access Applications on such servers, in object code format only solely to enter data into the EIS External Access Applications, solely for the COUNTY'S internal data processing purposes, provided that such External Users agree to be bound by the terms and conditions of this EIS SSLA and County shall remain responsible for such External Users compliance with the terms and conditions of this EIS SSLA;
- d. to install the EIS Public Access Applications at the Authorized Site(s) on the limited number of servers licensed by the County as specified in Schedule "A" of this EIS SSLA and to allow end users who are members of the general public to access and use the EIS Public Access Applications on such servers in object code format only;
- e. to allow an Agency Partner Task Force to (i) remotely access and use the Server Side Software at the Authorized Site(s); and (ii) install and use the Client Side Software on any hardware device owned or controlled by the Agency Partner Task Force member, solely for the benefit of such Agency Partner Task Force and for no other purpose provided such Agency Partner Task Force enters into a written agreement with the County agreeing to be bound by the terms and conditions of this EIS SSLA and County shall remain responsible for such Agency Partner Task Force's compliance with the term and conditions of the Contract;



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- f. to make one copy of the Software in machine-readable form subject to the following: (i) solely for backup purposes provided that COUNTY must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software; (ii) to install and store such copy of the Software on any number of servers (virtual or physical) at the Authorized Site(s); and (iii) to use such copy as needed for recovery purposes as long as the number of active instances of the Software running at any given time does not exceed the Maximum Active Instances; and
- g. to reproduce Documentation, solely for internal use by the County and Agency Partners as reference material and training literature provided all proprietary notices and legends are preserved on such copies, (the "License").

In the event that COUNTY desires to use the Server Side Software at another site or change its Authorized Site(s), COUNTY shall provide CONTRACTOR with written notice thereof, including the location of the new site(s). Except with CONTRACTOR's prior written consent, COUNTY shall use the Server Side Software only at the Authorized Site(s). No access to or use of the Software that is not an EIS External Use Application or EIS Public Access Application is permitted by any other entity or agency except as expressly provided in Section 6.

7. **Restrictions.** Without limiting the generality of Section 8, and in addition to the other restrictions listed therein, COUNTY shall not, and will not allow, direct or authorize (directly or indirectly) any third party to:

(a) decompile, disassemble or otherwise reverse engineer any of the Software or use any similar means to discover the source code or trade secrets contained therein except and only to the extent that applicable law expressly permits, despite this limitation;

(b) modify, translate or create derivate works of the Software or Documentation or merge all or any part of the Software with another program; (iii) give away, rent, lease, lend, sell, sublicense, distribute, transfer, assign, or use the Software for timesharing or bureau use or to publish or host the Software for use by any third party;

(c) take any actions that would cause the Software to become subject to any Open Source License or quasi-open source license agreement; (d) use the Software in any manner for purposes of (A) developing, using or providing a competing software product or service; (B) copying any ideas, features, functionality or graphics of the Software; or (C) knowingly allow access to any competitor of CONTRACTOR; and



(e) COUNTY may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.

8. EIS Public Access Applications

(a) **EIS Public Access Applications.** In the event that COUNTY decides to allow access to and use of the EIS External Agency Applications by External Users and/or to configure the EIS Public Access Applications to enable access to the EIS Public Access Applications by end users that are members of the general public, COUNTY shall comply with all laws, rules and regulations applicable to the use of the EIS External Agency Applications and EIS Public Access Applications including, without limitation, those laws applicable to the protection of PII, privacy and security. Without limiting the generality of the foregoing, County shall:

(a) be solely responsible for ensuring appropriate security and privacy measures are put in place to secure the EIS External Agency Applications and EIS Public Access Applications from unauthorized access; and

(b) be solely responsible for the County's release or disclosure of PII and other information in violation of applicable Law, including without limitation, privacy and security laws applicable to such release, subject to Section 14.2 of the Contract.

(b) **Publication of Data.** COUNTY assumes all risks associated with enabling access to the EIS External Agency Applications and EIS Public Access Applications to third parties, whether such access is made available from within COUNTY's firewall or via the Internet. To the extent that the Constitution and laws of the State of Washington do not permit COUNTY to indemnify the Indemnities (as defined in this Section 9(b) in accordance with any provision of this EIS SSLA, COUNTY agrees to reimburse the Indemnities for any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may incur in connection with any demand, claim, action, suit or proceeding for which any provision under this EIS SSLA would otherwise create an indemnity obligation on the part of COUNTY. Except to the extent not permitted by the Constitution and laws of the State of Washington, COUNTY agrees to defend, indemnify and hold harmless CONTRACTOR, its affiliates, licensors and each of their respective officers, directors, employees, and agents (the "**Indemnities**") from and against all losses, costs, damages, liabilities, and expenses (including reasonable attorney's fees) awarded against the Indemnities by a court of competent jurisdiction in any claim, action, suit or proceeding arising out of or in connection with the use of the EIS External Agency Applications, the EIS Public Access Applications and/or any website operated by or on behalf of COUNTY that displays any part of the EIS Public Access Applications, and the publication, display and use of the information and data described and/or contained on the EIS External Agency



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Applications, the EIS Public Access Applications or such website, including but not limited to any claim with respect to any improper or incorrect use of the information or any defamatory, offensive, or other illegal conduct of External Users, users or third parties.

9. **Third Party Software.** In the event that CONTRACTOR shall distribute to COUNTY any Third Party Software, COUNTY shall pay to CONTRACTOR the license fees listed in Schedule "A" for the Third Party Software in accordance with the payment terms set out in an amended Schedule "A". It is acknowledged by the parties that in the event that any Third Party Software is provided by CONTRACTOR to COUNTY pursuant to this EIS SSLA, such Third Party Software shall be distributed to COUNTY by CONTRACTOR subject to the terms and conditions of the applicable license agreement for such Third Party Software to be entered into directly between COUNTY and the owner/licensor of such Third Party Software. CONTRACTOR makes no warranties, express or implied, with respect to the Third-Party Software, including, without limitation, their merchantability or fitness for a particular purpose and CONTRACTOR accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty COUNTY has with respect to the Third-Party Software shall be solely provided by the Third-Party Software licensor except where this EIS SSLA may expressly state otherwise. The COUNTY shall be responsible for the installation of any Third-Party Software unless otherwise agreed by CONTRACTOR in writing. No Third-Party Software shall be distributed to the County without the prior written consent of the COUNTY as required by Section 13.1 of the Contract.
10. **Audit.** Upon reasonable notice and during normal business hours, COUNTY shall grant CONTRACTOR reasonable physical access to the Authorized Site(s) in order for CONTRACTOR to inspect the Authorized Site(s) and audit COUNTY's use of the Licensed Software. Any such access shall comply with all applicable CJIS security policy requirements. Such audit shall be at CONTRACTOR's expense, however, in the event that the audit reveals that COUNTY is in violation of the usage terms of this EIS SSLA, COUNTY shall reimburse Contractor for such expenses and promptly pay any additional Fees not properly licensed or paid, such fees will be invoiced at CONTRACTOR's then current rate.
11. **Ownership.** The Software, Documentation and related materials are and shall remain the sole and exclusive property of Contractor, its licensors and/or its affiliates and COUNTY acknowledges and agrees that all Intellectual Property Rights therein are and shall remain with Contractor, its affiliates and/or its licensors. Any rights not expressly granted herein are reserved by Contractor. COUNTY may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software, the Documentation, and related material supplied by Contractor. COUNTY shall report to Contractor any infringement or misappropriation of Contractor Intellectual Property Rights or other rights in the Software, or the Documentation of which COUNTY reasonably believes has occurred.



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12. **Warranty.**

(a) CONTRACTOR warrants, for the benefit of the COUNTY only, that at the time of completion of delivery and installation of the Product, the Software will operate in material conformity with the functional specifications set forth in the applicable related Documentation supplied in writing by CONTRACTOR as defined in Schedule A. As COUNTY's exclusive remedy for any defect in the CONTRACTOR's Software, CONTRACTOR shall, during the Twelve (12) month period following the Go-Live Date as defined by the Contract ("**Warranty Period**"), provide reasonable good faith efforts to correct and cure such nonconformity or defect of the Software as provided for as part of the Support Services, provided COUNTY notifies CONTRACTOR in writing of such failure(s). The services covered by First Year Support (and subsequent years support that have purchased by COUNTY) shall be defined in CONTRACTOR's Support Services Agreement as attached to the Contract as Attachment "D". Contractor agrees to perform the Services in a professional and workmanlike manner.

(b) **Exclusions to Warranty.** CONTRACTOR shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of CONTRACTOR, including but not limited to:

(i) Where the installation, integration, modification or enhancement of the Software has not been carried out by CONTRACTOR or its authorized agent, or where COUNTY has taken any action which is expressly prohibited by the Documentation or this EIS SSLA;

(ii) Any combination of the Software with any software, equipment or services not supplied, recommended or authorized by or on behalf of CONTRACTOR other than the Required Programs;

(iii) Use of the Software on any system that (i) does not meet any of the EIS Minimum Requirements; or (ii) is not an Authorized Site.

(iv) User error, or other use of the Software in a manner for which it was not intended or other than as permitted in this EIS SSLA;

(v) COUNTY's failure to install a new Update which has been released to remedy an error or bug, and which CONTRACTOR has stated to COUNTY is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as CONTRACTOR may determine is important in its sole discretion;



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(vi) CONTRACTOR personnel are not given access as deemed reasonably necessary by Contractor, free, safe, and adequate remote access, or on-site access to the Software during attempts to remedy an error when reasonably requested by the CONTRACTOR;

(vii) COUNTY's failure to upgrade hardware to meet the demands of any Upgrades or improvements in Software functionality; which CONTRACTOR has stated to COUNTY is required within the timeframe as identified in the Contract;

(viii) COUNTY's computer(s), network or other hardware malfunctioned and the malfunction caused the defect, or any other event of force majeure as set out in Section 19(b) ; or

(ix) any failure of the Software due to external causes such as, but not limited to, power failures or electrical surges.

(c) **Warranty on Third Party Software and Hardware.** CONTRACTOR shall use commercially reasonable efforts during the Warranty Period to furnish COUNTY with appropriate updates to Third Party Software, provided and to the extent such corrections or updates are made available to CONTRACTOR from the applicable third party. Further, to the extent permitted by the appropriate manufacturer and applicable law, CONTRACTOR shall pass through to COUNTY the manufacturer(s)' and/or supplier(s)' warranties on all Hardware and Third Party Software. Notwithstanding anything to the contrary set forth in this EIS SSLA, COUNTY'S sole remedy for any nonconformity or malfunction in the Hardware or Third Party Software shall be with its respective manufacturer and/or supplier.

(d) **Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 12(a), THE SOFTWARE IS LICENSED, SERVICES, SUPPORT SERVICES AND ALL DOCUMENTATION AND OTHER MATERIALS AND SERVICES ARE PROVIDED TO COUNTY, "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

CONTRACTOR, ITS AFFILIATES, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE DOCUMENTATION, THE SERVICES, THE SUPPORT SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.



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13. **Intentionally Omitted.**

14. **Intellectual Property Indemnification.** (a) CONTRACTOR, at its own expense, will defend COUNTY and pay any amounts finally awarded against COUNTY by a court of competent jurisdiction or agreed to by CONTRACTOR in a settlement approved by CONTRACTOR in advance in any third party claims alleging that the use of the Software by COUNTY in accordance with this EIS SSLA infringes a valid United States patent, trademark or copyright, provided that: COUNTY (i) gives CONTRACTOR prompt written notice of any such claim and full opportunity to defend the same, (ii) has not made any admissions or entered into settlement negotiations either prior to or after providing notice to CONTRACTOR of the applicable claim except with CONTRACTOR's prior written consent; (iii) gives CONTRACTOR sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, and (iii) provides CONTRACTOR all reasonable assistance and information throughout the claim or proceeding. Contractor shall not settle or compromise any Claim that includes an admission of liability or fault or payment obligation on behalf of the County without the prior written consent of the County, not to be unreasonably withheld.

(b) If the CONTRACTOR Software is subject to a third party claim of infringement, CONTRACTOR may elect to (i) obtain the right of continued use of such CONTRACTOR Software for COUNTY or (ii) replace or modify such CONTRACTOR Software to avoid such claim, at CONTRACTOR'S sole expense. If neither alternative is available on commercially reasonable terms, then, the applicable License will be terminated and no further Fees will accrue.

(c) CONTRACTOR's liability for any claims under this Section 14 shall be reduced to the extent such claim arises from: (i) alterations or modifications to the Software by COUNTY or a third party in any manner whatsoever except with the prior written consent of CONTRACTOR; (ii) combination, integration or use of the Software with third party software (other than the Third Party Software), hardware, or other materials where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software other than in compliance with this EIS SSLA; (v) compliance with the COUNTY's written instructions or specifications; or (vi) use of the Software after notice from CONTRACTOR that it should cease due to possible infringement.

(d) This Section 16 states the entire liability of CONTRACTOR and COUNTY's sole and exclusive remedies for trademark, copyright, patent and any other intellectual property infringement. The indemnity provisions of this Section 14 shall not apply to any Third Party Software.

15. **Limitation of Liability.**

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR, ITS



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AFFILIATES, SUPPLIERS, LICENSORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS EIS SSLA OR THE CONTRACT, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

CONTRACTOR, ITS AFFILIATES, SUPPLIERS, LICENSORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND COUNTY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CONTRACTOR IN CONNECTION WITH THE CONTRACT AND THIS EIS SSLA FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT THAT IS EQUAL TO THE (A) THE LICENSE FEES PAID TO CONTRACTOR BY COUNTY IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM.

16. **Termination.** This EIS SSLA may be terminated as follows:

(a) The COUNTY shall have the right to terminate this EIS SSLA , without cause, by giving not less than thirty (30) days' written notice of termination.

(b) The COUNTY or CONTRACTOR may terminate this EIS SSLA at any time, upon written notice to that effect, if the other party breaches a material term of this EIS SSLA and fails to cure such breach within thirty (30) days of written notice of such breach by the non-breaching party.

(c) Either party may terminate this EIS SSLA effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(d) CONTRACTOR may terminate this EIS SSLA effective immediately upon written notice to that effect if COUNTY breaches Section 6 (License), Section 7(Restrictions), Section 11(Ownership),



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Section 17 (Confidentiality) or any Intellectual Property Right of CONTRACTOR.

(e) This EIS SSLA shall automatically terminate in the event that the Contract is terminated.

17. **Effects of Termination.** Upon termination of this EIS SSLA:

(a) CONTRACTOR shall be entitled to payment for deliverables in progress including expenses incurred; to the extent, work has been performed satisfactorily.

(b) All license rights granted to COUNTY under Section 8 of this EIS SSLA shall cease and COUNTY must destroy all copies of the Software and other Confidential Information of CONTRACTOR in its possession or control and certify the same to CONTRACTOR.

(c) All warranties related to the Software shall automatically terminate and all outstanding Fees owed by COUNTY to CONTRACTOR, shall be immediately due and payable.

18. **Confidentiality.** CONTRACTOR may disclose to COUNTY Confidential Information. COUNTY shall keep the Confidential Information in confidence, and to take those steps that it takes to protect its own confidential and proprietary information, which shall be no less than reasonable, to protect the Confidential Information from unauthorized use, access, copying or disclosure. COUNTY shall not disclose or release such Confidential Information to any third person without the prior written consent of CONTRACTOR except:

- a. to the extent required by applicable law (including without limitation in response to a request under the Public Records Act (chapter 42.56 RCW) in accordance with Section 14.5 of the Contract and CJIS compliance) or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this EIS SSLA, provided that COUNTY shall first give reasonable notice to CONTRACTOR prior to such disclosure so that the Contractor may obtain a protective order or equivalent and provided that the COUNTY shall comply with any such protective order or equivalent;
- b. to authorized employees or agents of COUNTY who have a need to know such information for the purpose of performance under this EIS SSLA and exercising its rights under this EIS SSLA, and who are bound by confidentiality obligations at least as protective of CONTRACTOR's Confidential Information as this EIS SSLA.

COUNTY shall not copy Confidential Information, in whole or in part, except as authorized by CONTRACTOR in writing. COUNTY acknowledges that unauthorized disclosure of Confidential



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Information may cause substantial economic loss to CONTRACTOR and/or its vendors, suppliers and licensors and CONTRACTOR is entitled to obtain injunctive or other equitable relief in connection therewith.

All Proprietary Information shall remain the property of CONTRACTOR or its vendors, suppliers, and licensors, as the case may be. Any ideas, concepts, inventions, know-how, data processing techniques, software, Documentation, diagrams, schematics, blueprints or other materials developed by CONTRACTOR personnel (alone or jointly with COUNTY) in connection with this CONTRACT shall be the exclusive property of CONTRACTOR.

19. General

(a) **Marketing.** CONTRACTOR may reference COUNTY as a user of the Software and Services subject to County's prior written approval of all marketing material in which COUNTY is referenced.

(b) **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of EIS SSLA by reason of any default, delay, or failure to perform any of their respective obligations in relation to the EIS SSLA, if the delay or failure was due to any cause beyond the party's reasonable control and without fault or negligence. Circumstances deemed to be beyond the control of the parties hereunder include, without limitation, but are not limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay or as otherwise agreed to in writing by the parties.

(c) **Notice.** Any notices, demands and other communications required by this EIS SSLA will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party at the address below. Notice will be deemed to be given five days following the date of mailing, or immediately if personally served. Each party will designate a contract representative, which may be changed by providing 15 days' prior notice to the other party.

TO CONTRACTOR: Executive Information Services, Inc.
 1396 NE 20th Ave. Suite 100
 Ocala, FL 34470

WITH A COPY TO: N. HARRIS COMPUTER CORP.
 1 Antares Drive, Suite 400
 Ottawa, Ontario K2E 8C4



Attention: General Counsel
 Telephone: 613-226-5511, Ext. 2149

TO County's Representatives:

Administrative Lieutenant
 Kitsap County Sheriff's Office
 614 Division Street
 Port Orchard, WA 98366

Director, Information Services Dept
 Kitsap County
 614 Division Street
 Port Orchard, WA. 98366

(d) **Entire Agreement.** This EIS SSLA (including the Schedules attached hereto, the Statement of Work attached as Attachment B to the Contract and the Contract together with Attachments to the Contract) sets forth the entire agreement and understanding between the parties with respect to its subject matter and supersedes all previous communications, proposals, negotiations, representations, understandings and arrangements, either oral or written, between the parties with respect to the subject matter hereof. The terms, provisions or conditions of any purchase order or other business form or written authorization used by COUNTY will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this EIS SSLA, regardless of any failure of CONTRACTOR to object to those terms, provisions or conditions.

(e) **Severability.** If any provision of this EIS SSLA is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this EIS SSLA shall remain in full force and effect.

(f) **Modification.** This EIS SSLA may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both COUNTY and CONTRACTOR.

(g) **Governing Law; Venue.** The Contract has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the Contract or any provisions hereto shall be instituted only in courts of competent jurisdiction within Kitsap County, Washington or in a federal court nearest to Kitsap County, unless otherwise required by law.

(h) **Mediation.** Except where the Contract explicitly states that this Section does not apply, the parties



EIS SSLA

agree to submit any claim, controversy or dispute arising out of or relating to this EIS SSLA or the relationship created by this EIS SSLA to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location in Kitsap County or such other mutually agreed upon location; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator, unless otherwise agreed to by the parties. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(i) **Counterparts.** This EIS SSLA may be executed in two (2) or more counterparts, each of which shall be deemed an original and which shall together constitute one agreement.

(j) **Relationship.** The parties are and shall at all times remain independent contractors in the performance of this EIS SSLA and the Contract and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.

(k) **Allocation of Risk.** County acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this EIS SSLA are fundamental elements of the basis of the bargain between Contractor and County and set forth an allocation of risk reflected in the fees and payments due hereunder.

(l) **Survival.** Upon expiry of this EIS SSLA and provided County has paid all Fees, Section 6 of this SSLA shall survive and continue conditional upon County's (and all Agency Partners', Agency Task Forces', and External Users') ongoing compliance with all of the terms and conditions of this EIS SSLA, and all of the obligations of the County set out in this EIS SSLA shall survive and continue for so long as the County continues to exercise the license rights granted in Section 6. In addition to the foregoing, the following sections and articles shall survive the termination or expiration of this EIS SSLA: Sections 1,



EIS SSLA

4, 5, 7-11, 12(b), 12(c), 12(d), 14, 15, 17-19 and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder; unless and until waived expressly in writing by the party to whom they are the benefit.

(m) **Waiver.** A waiver of a default of any part, term, or provision of this EIS SSLA or failure to enforce any provision of this EIS SSLA shall not be construed as a waiver of any subsequent default or as a waiver of the part, term, or provision itself. All waivers must be in writing.

IN WITNESS WHEREOF the parties hereto have caused this EIS SSLA to be executed as of the Effective Date.

Executive Information Services, Inc.

KITSAP COUNTY

DocuSigned by:

Todd Richardson

Todd Richardson

CFO Executive Information Services

DocuSigned by:

Gregg Merlihan

Gregg Merlihan

SEVP Executive Information Services

John Gese

Kitsap County Sheriff

DocuSigned by:

Jeff Pugh

Jeff Pugh

EVP Executive Information Services

DATED this ____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

EIS SSLA



CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



Schedule A PROJECT DELIVERABLES & SERVICES

Product

The Software and Services are set out below and itemized in the Pricing Proposal Number: 190201 Rev 5

Dated June 7, 2021

Application Software			
Part #	Description	License Level	Quantity
Law Records Management			
RMSSVD	RMS Application Software - Sheriff	Agency	1
RMSSVA	RMS Application Software - Port Orchard PD	Agency	1
RMSSVB	RMS Application Software - Bainbridge Island PD	Agency	1
RMSSVC	RMS Application Software - Bremerton PD	Agency	1
RMSSVA	RMS Application Software - Poulsbo PD	Agency	1
RMSSVAA	RMS Application Software - Suquamish PD	Agency	1
RMSSVAA	RMS Application Named County Task Force (KCERT, WESTNET)	Agency	1
MATX-	M2 Data Switch – Sheriffs	Instance	1
WACICQ	WACIC Inquiry Adapter	Instance	1
WACICE	WACIC Entry Adapter	Instance	1
INTTRIT	Intergraph (CAD Import - Leads Link)	Instance	1
INTTRITa	Intergraph (CAD Query)	Instance	1
EONQE	EvidenceOnQ Export	Instance	6
SECTORCIT	SECTOR Citation Import Processor	Instance	1
SECTORACC	SECTOR Accident Import Processor	Instance	1
RMSLVS	RMS LiveScan Interface (CrossMatch) CHL	Instance	1
TXTDAT	Text to Data Engine	Instance	1
AAMVDAT	WA DL License Data Map Template (RMS)	Instance	1
AAMVDAT	OR DL License Data Map Template (RMS)	Instance	1
AAMVDAT	CA DL License Data Map Template (RMS)	Instance	1
AAMVDAT	ID DL License Data Map Template (RMS)	Instance	1
AAMVDAT	Federal Military Data Map Template (RMS)	Instance	1
CASMAPC	Map Application Server Software	Instance	1
Jail Management			
JMSSVD	JMS Application Software	Agency	1
JMSASP	JMS Public Viewer	Instance	1
JMSPREBOOK	JMS Pre-Booking	Instance	1
JMSLVS	JMS LiveScan Interface (CrossMatch)	Instance	1
JMSCOM	JMS Inmate Phone Initiation Interface (Telmate)	Instance	1
JMSKEF	JMS Inmate Commissary Interface (Keefe)	Instance	1
JMSN-WAC	WACIC Integration Adapter JMS*	Instance	1
JMSNAPCEMR	NaphCare Export Interface	Instance	1



EIS SSLA

JMSNPCOMP	Classification System Interface (Compass NorthPointe)	Instance	1
AAMVDAT	WA DL License Data Map Template (JMS)	Instance	1
AAMVDAT	OR DL License Data Map Template (JMS)	Instance	1
AAMVDAT	CA DL License Data Map Template (JMS)	Instance	1
AAMVDAT	ID DL License Data Map Template (JMS)	Instance	1
AAMVDAT	Federal Military Data Map Template (JMS)	Instance	1
JMSEMUG	Enhanced Mugshot Capture	Agency	1
JMSWLHS	PocketJMS Software	Agency	1

Project Services

Project Services - Installation and Technical Services

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
SRVH1	Project Management & Coordination Services	480
SRVH2	Technical Services	300
SRVH3	On-Site Installation	120
SRVH4	Documentation & Reporting Services	80
SRVH6	System Configuration Services	120
SRVH10	Remote Technical Services	180
SRVH12	System Integration Testing	80
SRVH11	System Functional Testing	100

Project Services - Training

<u>Part #</u>	<u>Description</u>	<u>Classes</u>
SRVH7	RMS Administration Training	2
SRVH7	RMS User Training	17
SRVH8	JMS Administration Training	1
SRVH9	JMS User Training	8

Project Expenses - Fixed Rate Project Basis

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
SRV5	Travel & Per Diem	Project

Project Expenses - Data Migration

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
SRVH5	Data Conversion - Intergraph RMS	Project
SRVH5	Data Conversion - Intergraph JMS	Project

Software Support Services

Software Support

<u>Part #</u>	<u>Description</u>	<u>Quantity</u>
-	System Support (12 Months from System Go-Live) - Standard 7X24	1
SUPPA	Annual support services per support schedule (Schedule B of this SSLA).	



Schedule B

Payment Schedule

Total Contract Value: \$ _1,103,200.00__ USD

Payment Schedule

Hardware:	None in project	
Software and Services	Per Milestone	
Due on signing of contract	40%	441,280.00
Due on Acceptance of Project Plan	20%	220,640.00
Due on JMS Go-Live	15%	165,480.00
Due on RMS Go-Live	15%	165,480.00
Due at Final Acceptance	10%	110,320.00
		1,103,200.00

Calculated Support Costs for On-going Support and Maintenance

	First Year	2nd Year	3rd Year	4th Year	5th Year
Support Cost	Included	\$ 120,540.00	\$ 120,540.00	\$ 126,567.00	\$ 132,895.35



EIS SSLA

Schedule C
Sales Cost Proposal

SCHEDULE C - EIS SSLA

Executive Information Services, Inc. 1396 NE 20th Ave. Suite 100 - Ocala - FL - 34470 - Phone: (856) 701-6107

PRICING PROPOSALAgency: **Kitsap County Sheriffs Office**Proposal Number: **190201 Rev 5**Address: **614 Division St**Proposal Modification Date: **June 7, 2021**Address: **Port Orchard, WA 98366**Proposal Expiration Date: **August 3, 2021**Contact: **Diane Rodman (DRodman@co.kitsap.wa.us)**Prepared By: **A. Missler**Telephone: **360.337.4969**PR SOW: **V3 6/7/2021****PS.NET System Components**

	<u>Software Licensing</u>	<u>Services</u>	<u>2nd Year Support</u>
PS.NET RMS Software	\$300,000.00		\$45,000.00
Mapping/GIS Software	\$14,000.00		\$2,100.00
M2 Message Switch	\$26,600.00		\$3,990.00
WACIC Interface Message Collection	\$62,000.00		\$9,300.00
RMS Interfaces	\$132,000.00		\$19,800.00
Jail Management Software - Main Jail	\$184,000.00		\$27,600.00
Jail Management Interface	\$58,400.00		\$8,160.00
Jail Management Advanced Imaging Module	\$6,600.00		\$990.00
Jail Management Wireless JMS Module	\$24,000.00		\$3,600.00
Installation & Training Services		\$245,600.00	
Data Conversion - Estimate Intergraph		\$50,000.00	
	\$807,600.00	\$295,600.00	\$120,540.00
SUB-TOTAL		\$1,103,200.00	
FY Support		Included	
SW & SER TOTAL		\$1,103,200.00	\$120,540.00

- Pricing does not include applicable state and local tax.

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BASE LAW RMS MODULES

- SYSTEM SECURITY
- MASTER NAME INDEX
- MASTER VEHICLE INDEX
- MASTER PROPERTY INDEX
- MASTER LOCATION INDEX
- PERSONNEL
- INCIDENT
- ACCIDENT

- FIELD CONTACT/INTERVIEW
- PERMITS
- PROPERTY
- REGISTRANTS/PAROLEES
- MAJOR CRIME OFFENDER REGISTRATION
- RESTRAINING ORDERS
- MULTI-MEDIA CATALOG
- QUERY
- REPORTS

- CASE ASSIGNMENT/TRACKING
- BOOKING
- CITATION
- ARREST/PRE-BOOKING
- WARRANTS
- INCIDENT APPROVAL
- CALLS FOR SERVICE
- CAPITAL EQUIPMENT INVENTORY
- WA IBR COMPLIANT REPORTING

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>	<u>SOW Ref. ID</u>
RMSSVD	RMS Application Server Software - Sheriff	\$134,000.00	1	\$134,000.00	\$20,100.00	SFTW1
RMSSVA	RMS Application Server Software - Port Orchard PD	\$24,000.00	1	\$24,000.00	\$3,600.00	SFTW1
RMSSVB	RMS Application Server Software - Bainbridge Island PD	\$38,000.00	1	\$38,000.00	\$5,700.00	SFTW1
RMSSVC	RMS Application Server Software - Bremerton PD	\$64,000.00	1	\$64,000.00	\$9,600.00	SFTW1
RMSSVA	RMS Application Server Software - Poulsbo PD	\$24,000.00	1	\$24,000.00	\$3,600.00	SFTW1
RMSSVAA	RMS Application Server Software - Suquamish PD	\$16,000.00	1	\$16,000.00	\$2,400.00	SFTW1
RMSSVAA	RMS Application Named County Task Force(s)	Included	1		\$0.00	SFTW1
				PS.NET RMS Software	\$300,000.00	
					\$45,000.00	

M2 Message Switch

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>	
MATX-	M2 Data Switch - Sheriffs	\$26,600.00	1	\$26,600.00	\$3,990.00	SFTW3
WACICQ	** Please review WACIC Key Detail for listing					INTER11

PRICING PROPOSAL

Agency: **Kitsap County Sheriffs Office**

Address: **614 Division St**

Address: **Port Orchard, WA 98366**

Contact: **Diane Rodman (DRodman@co.kitsap.wa.us)**

Telephone: **360.337.4969**

Proposal Number: **190201 Rev 5**

Proposal Modification Date: **June 7, 2021**

Proposal Expiration Date: **August 3, 2021**

Prepared By: **A. Missler**

PR SOW: **V3 6/7/2021**

WACICE		** Please review WACIC Key Detail for listing						INTER11
		Message Switch		\$26,600.00		\$3,990.00		
RMS Interfaces								
<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>		<u>Support - Std</u>		
INTTRIT	Intergraph (CAD Import - Leads Link)	\$17,600.00	1	\$17,600.00		\$2,640.00		INTER9
INTTRITa	Intergraph (CAD Query)	\$5,000.00	1	\$5,000.00		\$750.00		INTER9a
EONQE	EvidenceOnQ Export	\$6,000.00	6	\$36,000.00		\$5,400.00		INTER15
SECTORCIT	SECTOR Citation Import Processor	\$22,000.00	1	\$22,000.00		\$3,300.00		INTER13
SECTORACC	SECTOR Accident Import Processor	\$24,600.00	1	\$24,600.00		\$3,690.00		INTER12
RMSLVS	RMS LiveScan Interface (CrossMatch) CHL	\$5,000.00	1	\$5,000.00		\$750.00		INTER2
LInX	LInX	Provided By LInX						INTER10
TXTDAT	Text to Data Engine	\$8,800.00	1	\$8,800.00		\$1,320.00		INTER14
AAMVDAT	WA DL License Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00		INTER14
AAMVDAT	OR DL License Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00		INTER14
AAMVDAT	CA DL License Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00		INTER14
AAMVDAT	ID DL License Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00		INTER14
AAMVDAT	Federal Military Data Map Template (RMS)	\$2,600.00	1	\$2,600.00		\$390.00		INTER14
		Interface		\$132,000.00		\$19,800.00		
Mapping/GIS Software								
<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>		<u>Support - Std</u>		
CASMAPC	Map Application Server Software*	\$14,000.00	1	\$14,000.00		\$2,100.00		SFTW7
		* Requires appropriate mapping base software and geoLayer						
		Map Sub-System		\$14,000.00		\$2,100.00		
				Estimated RMS Software Total	\$472,600.00	\$70,890.00		

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<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quaintly</u>	<u>TOTAL</u>	<u>Support - Std</u>	<u>SOW Ref. ID</u>
JMSSVD	JMS Application Software	\$164,000.00	1	\$164,000.00	\$24,600.00	SFTW2
JMSASP	JMS Public Viewer	\$2,000.00	1	\$2,000.00	\$300.00	SFTW6
JMSPREBOOK	JMS Pre-Booking	\$18,000.00	1	\$18,000.00	\$2,700.00	SFTW4
			JMS Base	\$184,000.00	\$27,600.00	

Jail Management Interface

JMSLVS	JMS LiveScan Interface (CrossMatch)	\$6,000.00	1	\$6,000.00	\$900.00	INTER1
JMSCOM	JMS Inmate Phone Initiation Interface (Telmate)	\$8,000.00	1	\$8,000.00	\$1,200.00	INTER3
JMSKEF	JMS Inmate Commissary Interface (Keefe)	\$8,000.00	1	\$8,000.00	\$1,200.00	INTER4
	SCAAP reporting Interface	Included				SFTW2
	SSA Report Interface	Included				INTER7
	VINES - Provided directly by Apriss - NC EIS	Included				INTER5
JMSN-WAC	WACIC Integration Adapter JMS*	\$6,000.00	1	\$6,000.00	\$900.00	INTER11
JMSNAPCEMR	NaphCare Export Interface	\$8,000.00	1	\$8,000.00	\$1,200.00	INTER6
JMSNPCOMP	Classification System Interface (Compass NorthPointe)	\$18,400.00	1	\$18,400.00	\$2,760.00	INTER8
AAMVDAT	WA DL License Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
AAMVDAT	OR DL License Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
AAMVDAT	CA DL License Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
AAMVDAT	ID DL License Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
AAMVDAT	Federal Military Data Map Template (JMS)	\$800.00	1	\$800.00		INTER14
			JMS Interface	\$58,400.00	\$8,160.00	

* Required M2 Switch with WA State interface

Jail Management Advanced Imaging Module

					<u>Support - Std</u>	
JMSEMUG	Enhanced Mugshot Capture	\$6,600.00	1	\$6,600.00	\$990.00	SFTW2

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 Prepared By: **A. Missler**
 PR SOW: **V3 6/7/2021**

Imaging Components	\$6,600.00	\$990.00
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Jail Management Wireless JMS Module

Support - Std
\$3,600.00

SFTW5

JMSWLHS	PocketJMS Software	\$24,000.00	1	\$24,000.00
***	Required Wireless Windows Mobile Device with Bar code reader			

Wireless Software Components	\$24,000.00	\$3,600.00
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Estimated Jail Software Total	\$273,000.00	\$40,350.00
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<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>	
WACICQ	WACIC Inquiry Adapter (Includes 7 Standard Keys)	\$12,600.00	1	\$12,600.00	\$1,890.00	INTER11
	QA – Stolen Article	inc.				
	QH - Criminal History record	inc.				
	QG – Stolen Gun	inc.				
	QR – Criminal History by SID/FBI#	inc.				
	QW - WACIC/NICIC Persons file plus WA DOL check	inc.				
	QV – Stolen Vehicle	inc.				
	QB – Query Boat	inc.				
WACICE	WACIC Entry Adapter (Includes 7 Standard Keys + FF)	\$24,600.00	1	\$24,600.00	\$3,690.00	INTER11
	EAS – Stolen Article	inc.				
	EBS - Stolen Boat	inc.				
	EGS – Stolen Gun	inc.				
	EME – Missing Person Endangered	inc.				
	EPO – Protection Orders	inc.				
	EVS – Stolen Vehicle	inc.				
	EWf – Wanted Person Felon	inc.				
	FF - WACIC Pass-through Free form general Key	inc.				
WACIC ADD MSG KEYS						
	QWH - Criminal History plus WACIC/NCIC person files	\$1,200.00	1	\$1,200.00	\$180.00	INTER11
	DW - Enter Detainer Warrant	\$1,600.00	1	\$1,600.00	\$240.00	INTER11
	RV– DOL VIN/License Inq.	\$1,200.00	1	\$1,200.00	\$180.00	INTER11
	DNQ – Query Out of State driver license	\$1,200.00	1	\$1,200.00	\$180.00	INTER11
	F/FN/FP - Weapon/Concealed Pistol License file checks	\$1,400.00	1	\$1,400.00	\$210.00	INTER11
	- F - DOL Gun Reg					

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PRICING PROPOSAL

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Telephone: **360.337.4969**

Proposal Number: **190201 Rev 5**

Proposal Modification Date: **June 7, 2021**

Proposal Expiration Date: **August 3, 2021**

Prepared By: **A. Missler**

PR SOW: **V3 6/7/2021**

- FN - DOL Gun Reg						
- FP - DOL Gun Reg						
SPO – Notice of Service Protection Order	\$1,600.00	1	\$1,600.00	\$240.00	INTER11	
QPO – Query Protective Order	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
D – Driver Inquiry	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
DQG – Regional Drivers Query	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EDP – Add State Index NCIS	\$1,600.00	1	\$1,600.00	\$240.00	INTER11	
QWS – Query Wanted State	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
QI – Criminal History Inquiry	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EA / EASN – Enter Stolen Article (Sup to EAS Already Inc.)	\$600.00	1	\$600.00	\$90.00	INTER11	
EMD - Enter Missing Person Disabled	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMDC – Enter Missing Disable Caution	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMEC - Enter Missing endangered Caution	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMJC - Enter Missing Juvenile Caution	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMO - Enter Missing Other	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
EMOC - Enter Missing Other Caution	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
DQI - ?? DQ is typically a drivers query, however I cannot find	\$1,200.00	1	\$1,200.00	\$180.00	INTER11	
Estimated RMS Software Total			\$62,000.00	\$9,300.00		

Executive Information Services, Inc. 1396 NE 20th Ave. Suite 100 - Ocala - FL - 34470 - Phone: (856) 701-6107

PRICING PROPOSAL

Agency: **Kitsap County Sheriffs Office**
 Address: **614 Division St**
 Address: **Port Orchard, WA 98366**
 Contact: **Diane Rodman (DRodman@co.kitsap.wa.us)**
 Telephone: **360.337.4969**

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Professional Services
Project Services - Installation

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>			
SRVH1	Project Management & Coordination Services	\$100.00	480	\$48,000.00	PO, PP, INS & DEV
SRVH2	Technical Services	\$120.00	300	\$36,000.00	PO, PP, INS & DEV
SRVH3	On-Site Installation	\$120.00	120	\$14,400.00	PO, PP, INS & DEV
SRVH4	Documentation & Reporting Services	\$90.00	80	\$7,200.00	PO, PP, INS & DEV
SRVH6	System Configuration Services	\$120.00	120	\$14,400.00	PO, PP, INS & DEV
SRVH10	Remote Technical Services	\$90.00	180	\$16,200.00	PO, PP, INS & DEV
SRVH12	System Integration Testing	\$120.00	80	\$9,600.00	PO, PP, INS & DEV
SRVH11	System Funtional Testing	\$120.00	100	\$12,000.00	PO, PP, INS & DEV
Installation Services Total				\$157,800.00	

Project Services - Training

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>	<u>Units</u>		
SRVH7	RMS Administration Training	\$1,400.00	2	\$2,800.00	TRN3
SRVH7	RMS User Training	\$1,400.00	17	\$23,800.00	TRN4
SRVH8	JMS Administration Training	\$1,400.00	1	\$1,400.00	TRN1
SRVH9	JMS User Training	\$1,400.00	8	\$11,200.00	TRN2
Training Services Total				\$39,200.00	

Project Expenses

SRV5	Travel & Per Diem			\$48,600.00	AGGR.
Install & Training Expenses Total				\$48,600.00	
Installation and Training Total				\$245,600.00	

Training Calculation			
Application	Users	Class Size	Classes
RMS (Estimated users)	267	16	17
JMS (Estimated users)	100	12	8

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Data Conversion - Estimate Intergraph

Any preliminary pricing included in this proposal is merely provided as an estimate of possible cost and to provide your agency with any overview of how EIS conducts data conversion development. Detailed information, including a sample of your data output is required regarding your project and database to determine a firm, fixed cost proposal.

SRVH5	Data Conversion - Intergraph RMS	24,000	DCON 1
SRVH5	Data Conversion - Intergraph JMS	26,000	DCON 2 & 3
SRVH5	Data Conversion Services provided at standard rate of \$120.00/hour USD.		

**Anticipated conversion data from existing system assuming standard Intergraph systems

EIS Responsibilities

- a. Conduct the Data Discovery phase of the project by working with Customer subject matter expert(s) to complete a data field mapping.
- b. Develop the conversion code.
- c. A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert will still be kept in a notes field for historical reference.
- d. Provide to the Customer example conversion data in the form of a useable EIS/PS.NET database.
- e. Project Manager will assist in the data review with the Customer and define Data Acceptance tests.
- f. Redevelop the conversion code as specified by change request during the Review and Sign-Off phase.

Agency Responsibilities

- a. Provide conversion database(s) to EIS as mutually agreed.
- b. Provide subject matter expert(s) who know the data being converted. The subject matter expert(s) will work with EIS during the Data Discovery and Review and Sign-Off phases.
- c. Review the example conversion data and provide change requests or sign-off within thirty (30) business days.
- d. After completion, any changes to the data must be made by manual data entry by the Customer or agree to a Change Order.
- e. Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS PS.NET system.
- f. Provide final Customer conversion database(s) and, if this data conversion is into an existing EIS/PS.NET system, the current PS.NET for the final conversion run.

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PR SOW: **V3 6/7/2021**

PS.NET System Support Matrix

System Support Cost Calculations

1. EIS warrants the system software, customizations and services with standard EIS provided tier 1 7X24 warranty service.
2. EIS will provide the first five (5) years of system support services, calculated at our standard support rate. and custom interfaces, based the module price for system software on the products licensed by the Agency.
3. Installation, Training and other Professional Services will not be included in the support calculations.

Calculated Support Costs for On-going Support and Maintenance

	First Year	2nd Year	3rd Year	4th Year	5th Year
Support Cost	Included	\$ 120,540.00	\$ 120,540.00	\$ 126,567.00	\$ 132,895.35

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Notes to Pricing

1. All prices are FOB Destination. Sale prices quoted are exclusive of any state, local, use, or other applicable taxes. Hardware prices do not include shipping charges which will be added to the invoice.
2. All computing hardware, operating systems, database management systems, facility modifications, communications circuits, and network components not expressly provided in this proposal are the responsibility of the Agency.
3. Installation includes application software installation on user supplied computing platform, all table configuration, end-user training, network configuration, and similar activity. Installation also includes general network design consulting, network configuration, and installation and/or configuration of operating system software; including the Windows operating system and Microsoft SQL Server database management system.
4. Agency is responsible for insuring that personnel are available and free of regular duty assignments during scheduled training periods.

ATTACHMENT B

Kitsap County Regional JMS and RMS

STATEMENT OF WORK

Version 3 - 6-7-21

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STATEMENT OF WORK

Kitsap County Regional JMS and RMS

Purpose

The purpose of this document is to define the software and services being provided by EIS Corporation (EIS) to the Kitsap County Sheriff's Office (KCSO), located in Port Orchard, Washington. Due to the scale and scope of the project EIS has divided the implementation tasks between the 2 main systems (Jail and Records). The activities associated with the implementation of each of the major systems have been identified through a set of tasks itemized within this statement of work. Some tasks within this document combine the required activity to a single task to satisfy both systems.

The following Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of an integrated Jail Management System and Law Enforcement Records Management System to support Kitsap County and partnering law enforcement agencies (hereinafter called the "County") Jail/Corrections Management operations and Records Management operations. The system will be composed of the following primary software components, with the installed software being the latest software release that is available at the time of installation. Unless otherwise indicated from the context in which it is used, the word "system" will be used herein to refer to the compilation of the foregoing subsystems, interfaces and ancillary systems.

Deliverables Overview

The Project Task Section of this document lists and defined the project deliverables that EIS will provide.

- **Project Organization.**

EIS will designate a senior experienced project manager that will be assigned for the duration of the project. This person provides a direct point of contact for the County. Coordinate and conduct the Project Kickoff Meeting. Develop and maintain the joint Project Plan including the Responsibility Matrix. Provide frequent Status Reports as agreed upon by both parties.

1. An EIS Project Manager will be assigned to this project. EIS will designate a senior project manager for the duration of the project as the direct point of contact for the County.

- **Customer Organization Meeting**

1. EIS and County project teams meet to further define the project, review the deliverables, County hardware requirements, and establish an implementation schedule and procedures.

- **Project Specification and Implementation Plan**

The EIS Project Manager shall manage EIS activities through the EIS Project Plan. The EIS Project Plan shall describe tasks, estimated duration, task dependencies and estimated completion dates for tasks defined within the Statement of Work. The EIS Project Plan shall describe the elements and define associated deliverables and resources.

The EIS Project Manager shall coordinate with the County assigned Project Manager to provide a bi-weekly, up-to-date EIS Project Plan to maintain and manage the master project schedule including the development of schedules, determination and assignment of tasks, and schedule adjustments and will be made available for online viewing.

The initial EIS Project Plan shall be developed in conjunction with the County Project Manager upon project commencement and shall be submitted for acceptance. The activities that are scheduled to begin between

submission of the initial EIS Project Plan and acceptance thereof shall not be delayed before acceptance of the initial EIS Project Plan.

1. County and EIS develop and accept a functional Project Plan. The Project Plan will include a project synopsis, project organization and staffing, overview of deliverables, implementation schedule, training plan, data conversion plan, and cut-over and live operation plans.
2. The Project Plan is jointly developed by the EIS Project Manager and County Project Manager, and mutually approved.
3. It is estimated that the full implementation will be completed within fourteen (14) months from date of order. Due to the scope, the implementation may be phased to accommodate individual County schedules and EIS resources.

- **System Preparation**

1. EIS Professional Services Staff will configure the EIS software on the County provided Windows computing platform for the production environment as described in accordance with the deliverables specified within his Statement of Work and provide configuration tasks as specified in the project plan.
2. EIS Professional Services Staff will configure the EIS software on the County provided Windows computing platform for the training environment as described in accordance with the deliverables specified within his Statement of Work and provide configuration tasks as specified in the project plan.
3. All system hardware, operating systems and other 3rd party components required to support the EIS software will be provided by the County.
4. EIS deploys contracted interfaces in accordance with the County approved interface specifications.
5. Complete an initial test data conversion.

- **Installation and Configuration**

1. Installation and Configuration phase is done on site at the County and consists of a concentrated functional review workshop, followed by review sessions as specified in the project plan.
2. EIS will install the system and required interfaces on the customer site.
3. EIS will train the designated County system administrators and KCSO Subject Matter Experts (SME's) in the JMS and RMS system, theory and use.
4. EIS and County staff will configure the initial data tables, workflow, and processes in coordination with County SME's.
5. Perform Data Conversion Testing. Validate and test data conversion for completeness and accuracy in accordance with the agreed upon data migration plan.
6. System documentation, including user manuals, application notes, and machine-readable manuals with rights to reproduce within the agencies.

- **Customer Validation and Testing**

1. Perform Functional Acceptance Testing. JMS system and RMS system installed and operational at the County, for an agreed upon period as defined within the contract, providing an environment for the County to define internal operation policies and validate the system for operational use.

2. County will develop any in-house required procedures or policies for operation of the new system.
3. Complete Configuration Acceptance test with County, live operation transition is scheduled.

- **Live Operation**

1. EIS arrives on site and completes any required updates.
2. County JMS users are trained on the use of the system and training documents are provided.
3. County RMS users are trained on the use of the system and training documents are provided.
4. Final data conversion is completed, and the system converts to live operation upon the Go/No-Go review completion.
5. EIS and County project managers complete the acceptance testing and signoffs.
6. EIS provides stabilization support and go-live assistance.

- **Hardware**

1. Selected Hardware Equipment as specified in Statement of Work, purchase authorizations issued to and accepted by EIS, or approved contract change order.
2. The Kitsap County project does not include the purchase of any hardware by the county from EIS.

- **System Software**

1. Jail Management software suite and supporting applications, interfaces and customizations as listed in this document and in accordance with the detailed responses provided by EIS in association with the items detailed in the SOW.
 - Pocket JMS software to be installed on County provided wireless hardware.
 - JMS Pre-Booking software.
 - JMS Public Viewer software
2. M2 message switch and interface to the State of Washington WACIC system. This interface will provide a defined set of integrated inquiry and entry capabilities for the other subsystems.
3. Records Management software suite and supporting applications, interfaces and customizations as listed in this document and in accordance with the detailed responses provided by EIS in association with the items detailed in the SOW. RMS Includes agency level use licensing for:
 - Kitsap County Sheriff's Office
 - Port Orchard Police
 - Bainbridge Island Police
 - Bremerton Police
 - Poulsbo Police
 - Suquamish Police
 - WestNet Regional Task Force
 - KCIRT Regional OIS Investigations group
4. Regional Mugshot lineup module through the EIS Hosted application suite has been included.

5. Civil Management software is not provided. The Kitsap County Sheriffs utilize a Civil management project provided by Tyler. EIS Civil software is not included. Interface to the existing Tyler Civil software is not included.
6. Property and Evidence is not provided – The County agencies (Sheriff’s office and all PD’s) currently utilize the Evidence on Q products and will continue to do so for the foreseeable future. EIS Property Management software is not included. Interface to the existing Evidence on Q software has been included.

- **Data Conversion**

1. County Intergraph – Jail data migration (Including attached document images)
2. County Intergraph – Jail Mugshot data migration
3. County Intergraph – Records data migration (Included attached document images)

- **Interfaces**

1. Interfaces to Third Party Systems as Itemized within the interface task elements presented in this SOW.

- **Training Services**

1. Training as agreed in the Implementation Plan, within the training hours purchased by the County.
2. Technical Administrator,
3. End User Administrator,
4. End User

- **System Documentation**

1. Specified System documentation. EIS will provide system documentation in electronic format only.
2. JMS Users Guide
3. RMS Users Guide

Additional Project Information

Substitute Products

EIS, Inc. reserves the right, as part of the requirements stated herein, to provide products and services of equal or better quality, of comparable value and certified for operation with EIS systems that are available at the time of installation or delivery. These substitutions will be at no additional cost to the County, unless the scope of the project is modified by change order as defined in the contract. Deviations and changes to this SOW are subject to mutual agreement between EIS and the County. Any substitutions proposed by EIS must be accepted, in writing, by the County.

Training Information

The County must provide a training location with a maximum of 20 workstations for training that meet the minimum hardware requirements for JMS and RMS. The training location must be free of distractions and

scheduling of staff must be uninterrupted for the duration of the training. County will ensure that a supervisor level staff member is present during each training who can address County policy and procedure questions that arise during the training and are not addressed in the use policy document.

The training schedule will be drawn up as part of the Implementation Plan with assistance from the County Project Manager.

Training assignments will be the responsibility of the County with input from EIS staff on who should be trained on which modules. The County will be responsible to coordinate County personnel to attend scheduled training sessions. Training to include:

1. JMS and RMS End User Administrator Training.
2. Direct End-User training for designated users of the system within the County.
3. System documentation, including user manuals, application notes with rights to reproduce within the agencies.

System Interfaces

Each system interface will be developed and deployed in accordance with the EIS interface specifications accepted by the County. Once accepted, the development interface specification will be the presiding document and be incorporated into the contract forthwith. All interfaces are subject to dependencies and are partially reliant on factors beyond the control of EIS. As such, the deliverable items related to all interfaces are directly dependent on the availability of external resources (connections to foreign systems, data, and other external components). System interfacing will be dependent on the system software up and fully running before a successful interface can be completed by EIS. Delays related to the required dependencies are not the responsibility of EIS.

All interfaces with other products will be completed as quickly as possible, however without the cooperation of the third-party software vendors, implementation could be delayed. This would not be the responsibility of EIS and outside the scope of the SOW. County agrees that the installation of the various interfaces on County hardware that meet the agreed upon specification satisfies the interface requirement regardless of third-party issues and delays.

Change Control Procedures

Change Requests can be initiated by either party. Using the Change Control Form in Exhibit A of the SOW, the Receiving Party will review any change requests, conduct an impact analysis, propose alternative approaches, if any, and advise the Initiating Party of the findings with all associated additional fees and schedule impacts within fifteen (15) business days of the Receiving Party's receipt of any such Change Control Form. Changes shall be made as amendments to the Statement of Work and shall set out the nature of the change, the new fee and schedule, and any other agreed upon services. Amendments shall only be effective when signed by the County and EIS.

The change control form will be developed by EIS for use as required. Once received and reviewed, the receiver will make a determination as to how to proceed with the request:

- a. If the change can be implemented with no substantial change to the scope of the project, the change can be approved at no charge and forwarded to the EIS Project Manager for implementation.
- b. If the change is outside the original design and scope of the project, the change can be approved with an additional charge (if approved) and forwarded to the EIS Project Manager and County for implementation.
- c. Save the change as a future release request (specified date or unspecified date, these requests are not binding and EIS is not committing to provide such a feature.).
- d. Disapprove the change as there is no implementation path supported by the software.

Either EIS or County may request changes to this Statement of Work at any time. Because such changes could significantly affect the cost, schedule, or other critical aspects of the work being performed, both County and EIS must approve each change request in writing prior to implementation. The following change control procedure will be used except as superseded by mutual agreement or other binding procedures:

1. A "Change Request" (CR) prepared in a form and format acceptable to both County and EIS will be the vehicle for communicating change.
2. A "Change Request" must describe the requested change, the rationale for the change, and any anticipated effect or risk the change will have on the contract and/or the work performed under the contract.
4. County and/or EIS should complete all reviews and officially approve or reject an issued "Change Request" within Thirty (30) business days of receipt.
5. Resolution of open issues concerning the definition, submission, acceptance, rejection, or implementation of all Change Requests will occur via resolution process mutually selected by and agreeable to County and EIS.

Custom/Project Software Development

The project does include software development services specifically related to deliverable components referenced within this Statement of Work. All development work is performed to modify or enhance existing functions provided within the EIS application software. All software modifications, enhancements or reports developed as part of this project are incorporated into the commercial JMS or RMS product licensed from EIS and is fully owned by EIS. No software modifications, enhancements or reports developed as part of this project shall be construed as a "Work for Hire".

Other Issues

The County is responsible to provide all hardware and software that conforms to the minimum requirements as outlined by EIS in SOW Exhibit B - Minimum Hardware/Software Standards.

Exclusions

EIS implementation is limited to EIS software and services only (and any specifically denoted hardware). Any hardware, communications circuits, system software, or other third-party components not explicitly itemized herein or on related purchase documents are excluded.

Project Organization and Management Tasks

Task PO 1: Project Management

Objective: EIS and County assign project managers for the duration of this project.

Task Description:

Both County and EIS will designate a project manager who will direct the efforts and serve as primary point of contact for the project.

Responsibilities:

EIS will designate a Project Manager who will direct EIS's efforts and serve as the primary point of contact for the County. The responsibilities of the EIS Project Manager include:

- a) Maintain project communications with the County's Project Manager.
- b) Manage the efforts of EIS staff and coordinate EIS activities with the County's project manager for team member taskings.
- c) Resolve deviations from the Project Schedule.
- d) Monitor the project to ensure that support resources are available as scheduled and as identified in the project plan.
- e) Coordinate and oversee the installation of all licensed EIS/EIS application software.
- f) Review and administer agency approved change control procedures through the County's Project Manager, commonly referenced as a "Change Request" (CR), issued by the EIS Project Manager.
- g) Conduct status meetings via teleconference or email with the County's Project Manager and KCSO, to discuss project status and prepare status reports as necessary.
- h) Provide timely responses to issues related to project progress raised by the County's Project Manager.
- i) Working with the County Project Manager, develop and maintain a Project Task List to identify project tasks and deadlines.
- j) Provide copies of the CJIS certifications for EIS staff performing installation, configuration, and maintenance.
- k) – Working with county project manager to identify, manage, and mitigate project risks.

County will designate a Project Manager who will direct the County's efforts and serve as the primary point of contact for the County. The responsibilities of the County Project Manager include:

- a) Maintain project communications with EIS's Project Manager.
- b) Identify the efforts required of County staff to meet the County's task requirements and milestones in the Statement of Work and Project Schedule.
- c) Review the preliminary Project Schedule with EIS's Project Manager and assist EIS in developing a detailed Project Schedule defining the detailed tasks and a schedule of EIS and County responsibilities.
- d) Measure and evaluate progress against the Project Schedule.
- e) Monitor the project to ensure that County support resources are available as scheduled.
- f) Attend status meetings with EIS's Project Manager.

- g) Provide timely responses to issues related to project progress raised by EIS's Project Manager.
- h) Liaison and coordinate with other County agencies, other governmental agencies and the County's contractors.
- i) Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.
- j) Approve payments in a timely manner with KCSO based on the terms defined within the contract.
- k) Ensure that all appropriate County personnel attend and actively participate in all project activities.
- l) Assign one or more personnel who will work with EIS staff as needed for the duration of the project, including at least one system administrator, one database administrator and a command staff representative from the KCSO that can make policy decisions.
- m) Work with EIS personnel in designing and approving a project task list as mentioned in the EIS Project Manager Responsibilities.
- n) Provide building access to EIS personnel to all facilities where the system is to be installed during the project. Identification cards should be issued to EIS personnel if required for access to County facilities. County will confirm that the necessary access is in place 24 hours before the arrival of EIS staff along with any required County escorts that may be needed. EIS acknowledges that access to County facilities will be governed by the County's security and access requirements and will cooperate with the County to ensure EIS staff and any subcontractor personal adhere to County access standards.
- o) Provide adequate workspace for EIS personnel to include desks, chairs, worktables, telephone with long distance access, color printer access, and DSL or faster internet connections access is limited to county policy, vendors must adhere.
- p) As applicable to EIS's installation, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to the required permits.
- q) Provide contact names and telephone numbers for the appropriate agencies.
- r) Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service. Ensure a safe work environment for EIS personnel. If problems are encountered with hazardous materials, EIS will immediately halt work and the County will be responsible for the abatement of the problem or EIS and the County will jointly come to a mutual agreement on an alternative solution. EIS will be excused from timely performance of its obligations pending such resolution.
- s) Provide CJIS certified staff and their EIS owned computers network access to the relevant servers for purposes of installation, configuration and maintenance.

Dependencies:

Assignment of Project Managers.

Completion Criteria:

This task is considered complete when the County and EIS assign their designated Project Managers.

Task PO 2: Project Organization Meeting

Objective: Hold Project Organization meeting with designated EIS and County staff.

Task Description: Project Planning and Organization tasks include the establishment of the EIS and County project managers, project team and the provision of a Project Kickoff/Organization Meeting. This activity also identifies and communicates specific project tasks to be undertaken by EIS and County. Timeframes will be established for the development of related project management deliverables under this Statement of Work, including the Project Plan.

The initial project organization meeting is a facilitated work session designed to establish project organization and reporting and to set initial parameters on the overall project implementation. A key objective of this meeting is to provide implementation assistance to County personnel and answer outstanding questions and concerns related to the project.

The objectives of this task are:

1. To introduce all project participants and review roles of key participants;
2. Review contractual requirements and overall scope of the project;
3. Answer key customer questions and address concerns related to the project;
4. Establish a clear chain of communication, authority, and reporting procedure.
5. Review resource and scheduling requirements;
6. Review and collect interface data;
7. Review the implementation procedures and establish a general timeline for the project to include any known administrative delays that may affect project implementation;
8. Finalize Hardware Requirements to support the RMS and JMS system;
9. Acquire information sufficient to begin the development of the following project plans;
 - a. Implementation Plan
 - b. Responsibility Matrix (RACI)
 - c. Training Plan
 - d. Acceptance Test Plan
 - e. Interface Plan
 - f. Conversion Plan
 - g. Production Cut-Over Plan
 - h. Go-Live and Stabilization Plan

Dependencies:

Executed and accepted contract.

Completion Criteria:

This task is considered complete when the on-site Project Kickoff Session has been held with EIS and County representatives in attendance.

Task PO 3: Hardware Requirements and Site Preparation

Objective: Validate and finalize the County's hardware and third-party software requirements.

Task Description:

EIS will verify that County has met all the hardware requirements, operating system requirements, network, access points and third-party software for the RMS and JMS system. Task will be performed at the project organization meeting.

Responsibilities:

EIS will:

- a) Verify with County personnel the recommended computer processor(s), operating system software, third-party software, all associated workstations, printers, communications, and related components.
- b) Verify with the County the network topology and configuration requirements.
- c) Prepare a final hardware and operating system software deliverables list (if required), thus amending Project Deliverables, as appropriate.
- d) Pre-plan installation activities with the County.
- e) Verify with County the server installation and support processes utilized by the County.
- f) Verify the provision of remote access to County servers by EIS installation and Support staff.

County will:

- a) Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information as is reasonably required to validate final hardware requirements.
- b) Review the final hardware and operating system software configuration with the EIS project team.
- c) Order hardware as determined and notify EIS as to delivery and installation schedules.
- d) Certify the County provided hardware is installed and ready for use as determined in the project organizational meeting.

Dependencies:

County IT resources, including:

- Network/Network Security
- DBA
- Desktop Support
- Server Support

Completion Criteria:

This task is considered complete when the final hardware and operating system software configuration is complete and approved by the County and EIS.

Task PO 4: Develop Project Schedule Document

Objective: Establish and deliver the Project Schedule as a working document.

Task Description:

The objective of this task is to finalize the preliminary Project Schedule. The Project Schedule will be finalized and mutually agreed upon between the parties.

EIS will:

- a) Review with County personnel the identified implementation tasks, priorities, inter-dependencies, risks, and other requirements needed to establish the Project Schedule. Ensure an approved schedule/list of milestones is provided prior to the beginning of next implementation phase.
- b) Prepare the Project Schedule document and deliver the first version of the implementation and training plan to the County.
- c) Review the Project Schedule with County personnel and make changes and/or corrections that are mutually agreed upon.
- d) Assume accountability for all EIS supplied tasks within the Project Schedule.

County will:

- a) Analyze with EIS project personnel the identified requirements and make such implementation decisions as are reasonably required to finalize the Project Schedule.
- b) Work with EIS staff to finalize the Project Schedule.
- c) Notify EIS of any known or anticipated events that may impact the schedule and work with EIS to revise the implementation plan to accommodate these events.

Dependencies:

Completion of the project organization meeting and review of the County implementation requirements.

Completion Criteria:

This task is considered complete upon the approval of the preliminary project schedule as mutually agreed between EIS and County.

Task PO 5: Project Definition and JMS Functional Review Workshop

Objective: Review EIS JMS Functional Design and define County Operational Requirements.

Task Description: EIS project staff will meet with County assigned project team members and stakeholders to provide a project overview to discuss project expectations, and to review intended outcomes as related to the JMS. The purpose of this task is to review the functional capabilities of the system software and contracted services to ensure that County personnel understand the conceptual details of the systems and have an understanding of the systems operational parameters. EIS will discuss the intended use of each provided operational module with County personnel, define extended system parameters and other information that will be required to allow EIS to configure the system for installation at the customer site. Review the County operational procedures and identify any County-specific requirements to meet general system level State Reporting requirements and other identified system operational requirements. Review data conversion approach.

This workshop provides an overview of the various JMS code tables and the requirements for gathering the data to build these files. The workshop also provides worksheets and review data import options to populate

standardized tables. The session provides an overview of options available to County for performing County specific system tailoring and determining operational system parameters.

Responsibilities:

EIS will:

- a) Review the operational and business requirements of the County.
- b) Conduct a review with County of EIS JMS functionality based on current EIS JMS Design Specifications.
- c) Obtain, with County's assistance, state standards and requirements applicable State level Reporting.
- d) Summarize outstanding items and provide a definitive project schedule in an *Internal Reference Specification (IRS)*. Copies of this will be provided for the County and reviewed with County management to help ensure that the project is on track and that both parties have a firm understanding of the overall software configuration objectives.

County will:

- a) Assign appropriate County personnel to attend the functional review session.
- b) County's JMS database administrator will attend the functional review session.
- c) Aid EIS in obtaining the state standards and requirements.
- d) Provide acceptance of EIS JMS Design specifications and general system reporting specifications.
- e) Participate in the review of the EIS JMS functionality, based on the current or proposed EIS Design Specifications.
- f) Collect and provide all system table and validation data values, unless specified otherwise by mutual agreement.

Dependencies:

1. Deployed EIS JMS Server software to County production machines.
2. Deployed JMS workstation software to workstations to be used during the review session.

Completion Criteria:

This task is considered complete when EIS has provided the on-site JMS Review Workshop session and provided County with a documented review of EIS JMS functionality, state reporting requirements, and identified enhancements discovered as part of the workshop as a project software configuration document.

Task PO 6: Project Definition and RMS Functional Review Workshop

Objective: Review EIS RMS Functional Design and define County Operational Requirements.

Task Description: EIS project staff will meet with County assigned project team members and stakeholders to provide a project overview to discuss project expectations, and to review intended outcomes as related to the Records Management System (RMS). The purpose of this task is to review the functional capabilities of the system software and contracted services to ensure that customer County personnel understand the conceptual details of the systems and have a grasp of the systems operational parameters. EIS will discuss the intended use of each provided operational module with County personnel, define extended system parameters and other information that will be required to allow EIS to configure the system for installation at the customer site. Review the County operational procedures and identify any County-specific requirements to meet general system level State Reporting requirements and other identified system operational requirements. Review data conversion approach.

This workshop provides an overview of the various RMS code tables and the requirements for gathering the data to build these files. Provide worksheets and review data import options to populate standardized tables. The session provides an overview of options available to County for performing County specific system tailoring and determining operational system parameters.

Responsibilities:

EIS will:

- a) Review the operational and business requirements of the County.
- b) Conduct a review with the County of EIS RMS functionality based on current EIS RMS Design Specifications.
- c) Obtain, with County's assistance, state standards and requirements applicable State level Reporting.
- d) Summarize outstanding items and provide a definitive project schedule in an *Internal Reference Specification (IRS)*. Copies of this will be provided for the County and reviewed with County management to help ensure that the project is on track and that both parties have a firm understanding of the overall software configuration objectives.

County will:

- a) Assign appropriate County personnel to attend the functional review session.
- b) County's RMS database administrator will attend the functional review session.
- c) Aid EIS in obtaining the state standards and requirements.
- d) Provide acceptance of EIS RMS Design specifications and general system reporting specifications.
- e) Participate in the review of the EIS RMS functionality, based on the current or proposed EIS Design Specifications.
- f) Collect and provide all system table and validation data values, unless specified otherwise by mutual agreement.

Dependencies:

- 1. Deployed EIS RMS Server software to County production machines.
- 2. Deployed RMS workstation software to workstations to be used during the review session.

Completion Criteria:

This task is considered complete when EIS has provided the on-site RMS Review Workshop session and provided County with a documented review of EIS RMS functionality, state reporting requirements, and identified enhancements discovered as part of the workshop as a project software configuration document.

Project Plan

Task PP 1: Project Plan

Objective: EIS Project Manager will develop a Project Plan and deliver to the County for approval.

Task Description:

The EIS Project Plan shall describe tasks, estimated duration, task dependencies and estimated completion dates for tasks defined within the Statement of Work. The EIS Project Plan shall describe the elements and define associated deliverables and resources. Adjustments to the project plan will be on-going. The EIS Project Manager will write and submit a detailed Project Plan to the County for approval. The Project Plan will include the following:

1. A project synopsis with key objectives and goals of the new systems.
2. A reiteration of the project organization and staffing.
3. An abbreviated list of contract deliverables as outlined in this SOW.
4. An initial implementation schedule showing key milestones and installation sequences.
5. A training plan that will lay out the training requirements in hours, schedule, training facilities, and responsibilities. The actual scheduling of personnel will be done at a date closer to the Training and Live Operations phase.
6. A data conversion plan.
7. A cut-over plan for go-live operations.

Responsibilities:

EIS Will:

- a. The EIS Project Manager will write the Project Plan and deliver to the County Project Manager for review and approval.

County Will:

- a. The County Project Manager along with KCSO will review and approve the Project Plan.

Dependencies:

Completion Criteria:

This task is complete upon acceptance of the initial project plan by the County project manager and KCSO.

Task PP 2: Acceptance Test Plan(s)

Objective: EIS Project Manager will work with the County project team to develop an "Acceptance Test Plan" and deliver to the County for approval. The successful completion of the Acceptance test plan will constitute "Final" system acceptance.

Task Description:

The EIS Project Manager assist the County in the development of the system acceptance criteria and the "Acceptance Test Plan" that will detail the procedures to be utilized for the acceptance tests, test plans will include:

- a) Installation Acceptance Test Plan – Certification of the initial baseline software deployment.
- b) Functional Test Plan – Certification that the system is configured according to deployment specifications, including County specific configurations and customizations.
- c) Data Conversion Acceptance Test Plan – Certification that the data conversion has been completed in accordance with the data conversion plan.
- d) Interface Test Plan – Certification that the deployed interface is operational according the development and deployment specifications (provided per interface).

Responsibilities:

EIS Will:

- a. The EIS Project Manager will assist the County Project Manager and KCSO in the development of the referenced plans for review and approval.
- b. Coordinate all EIS resources as required in the development of the related plans.

County Will:

- a. The County Project Manager and KCSO will review and approve the Project Plan.

Dependencies:

Completion Criteria:

This task is considered complete upon mutual acceptance of the written Test Plan by EIS and County project manager(s).

Hardware and Platform Delivery Tasks

Task HW 1: Review County Production Server Hardware

Objective: Review and accept the production County provided server configuration as ready to receive application software.

Task Description:

Objective involves reviewing the server environment provided to ensure appropriate integration with County network, installation and configuration of appropriate system software, including: Server OS's, Service packs, SQL database software, MSMQ, .NET frameworks, IIS and other components as specified by EIS installation group.

Access for EIS must be granted by County to attach to provided servers with administrative privileges using EIS owned computers by EIS CJIS certified staff. EIS technical staff will verify the configured components deployed on servers. Specific tests will be performed to assess component configuration. If components are missing or improperly configured, EIS installation group will notify County of the deficiency and coordinate with the County a resolution plan. Due to the nature of the proposed VM deployment module, EIS is unable to address issues related to systems and configuration below the VM Client OS level.

Responsibilities:

EIS will:

- a) Provide consulting assistance and server requirements for the proposed RMS and JMS system. Review server configurations, install applications and services and test configuration.
- b) Verify and accept server configuration as "Ready for Use".

County will:

- a) Install and configure the servers into a production environment.
- b) Install and configure all Server hardware, OS's, OS Service packs, .NET Frameworks, SQL database software and other components as specified by EIS installation group.
- c) Provide administrative access to EIS installation group.
- d) Be available to address and answer questions, modify configurations, and modify security permissions if required during the installation during business hours unless alternative arrangements are made and confirmed 24 hours in advance.

Dependencies:

1. County provided server hardware must be installed and configured for use within the County's network environment.
2. All County provided server-side software is loaded and configured for use.
3. EIS technical/installation group must be granted access to the servers at an administrative level.
4. County IT resource availability, especially if needed during non-business hours

Completion Criteria:

This task is complete when EIS certifies as "Ready to Use" the production server systems provided by the County.

Task HW 2: Install the County-provided Microsoft SQL Server Database Instance

Objective: The objective of this task is to install the supporting Microsoft SQL Server Database software instances for both the test and training servers and certify the Microsoft SQL Server DB configuration as ready to use.

Task Description:

County IT to install the County-provided Microsoft SQL Server Database software to on County provided database server hardware. The SQL Server database software will be installed on production and test servers by County IT utilizing Mixed-Mode access, and full permission rights will be granted to EIS installation personnel. EIS installation staff will configure the supporting Microsoft SQL Server Database software with the system data tables and permission set required to support the delivered application software (and specified County configurations), on the designated County-provided server. EIS will provide database schema and table documentation, installed and operational active database schema and table generation scripts, and provide certification that the County database meets EIS requirements.

Responsibilities:

EIS will:

- a) Install the baseline RMS, JMS and other licensed modules database schemas within this configuration.
- b) Test the initial operation of the baseline database subsystem and provide a status report to the County's project manager upon completion.
- c) Provide written certification of successful installation.

County will:

- a. Install and configure designated database server hardware on County's network (Hardware).
- b. Provide access to County-provided hardware components to EIS installers. County provided hardware and/or software must meet EIS recommended specifications and configuration.
- c. Be available to address and answer questions, modify configurations, and modify security and permissions if required during the installation.
- d. Develop a standard backup routine of the SQL database with EIS staff. Test and implement.

Completion Criteria:

This task will be completed upon the installation and configuration of the Microsoft SQL Server Database software on the database server and certified by EIS as ready to use as indicated in the implementation plan and accepted by the County.

NOTES:

All required network protocol connectivity, firewalls and web services required to attach the workstations and other system servers to the SQL Server database must be provided by the County and must be operational prior to onsite installation by the EIS/EIS technicians.

Task HW 3: Review RMS and JMS Training and Test Server Hardware

Objective: Review and accept the training/test level, County provided server configuration as ready to receive application software. As part of the project EIS will install an isolated test/training instance of the system software on county provided servers.

Task Description:

The training/test servers must mirror the system software environment deployed to the production servers. Objective involves reviewing the training/testing server environment provided to ensure appropriate integration with County network, installation and configuration of appropriate system software, including: Server OS's, Service packs, SQL database software, MSMQ, .NET frameworks, IIS and other components as specified by EIS installation group.

Access for EIS must be granted and systems verified in the same manner as Task HW1.

Responsibilities: Same as Task HW1

Dependencies: Same as Task HW1

Completion Criteria:

This task is considered complete when EIS certifies as "Ready to Use" the test/training server systems provided by the County.

Software Deliverable Tasks

Task SFTW 1: Deliver RMS

Objective: Deliver standard release RMS Server software, RMS Workstation software and RMS supporting Software, including applicable RMS software licenses, as purchased by the County and specified in the Contract.

Task Description:

Complete the delivery of standard release RMS server software, the RMS Workstation Application software, and all applicable RMS and supporting software licenses as indicated in the Contract. This includes all software components (media), including applicable documentation (electronic software manuals) as listed in the purchase contract.

RMS Modules include the following. *(Review specific task detailed in this document for configuration and modifications to be developed)*

Master Indexes

EIS Standard, general release, RMS system index with search application for MNI (Master Name Index) and MVI (Master vehicle Index). Included administrative Index management application.

Case Management and Investigations

EIS to provide standard, general release, case management application.

Pawn Module

EIS to provide standard, general release, system module. No electronic pawn submissions currently accepted by the SO.

Property and Evidence

Will not be utilized by the County

Incident Reporting

Provide standard, general release, incident management application supporting Washington State IBR data standards with workflow configuration to be determined in configuration workshops.

Mobile Report writing capabilities to be provided via full workstation deployment to the mobile workstations, requiring high speed connection to the central server over County provided Wireless service. The application has minimum hardware and software requirement as detailed in the requirements document.

Accidents

EIS will provide standard, general release, accident report display capability. The County will be utilizing the current Washington State SECTOR Accident reporting system. The provided Accident module will be utilized to view and provide inquiry (display) capabilities for the accident reports imported into the County RMS from the SECTOR accident reporting system. The County will utilize the accident module for inquiry only, as no accident reports will be entered directly into the RMS.

Citations

EIS to provide standard, general release, system module and will support criminal citations and parking citations. Module will be initially populated by citation entry directly into the module's user interface and

via the SECTOR citation import. Field level citation entry will be performed within the County's existing SECTOR system

Permits

EIS to provide standard, general release, permit module.

Weapons Permits

EIS to provide standard, general release, system module.

Registrants and Parolees

EIS to provide standard, general release, system module.

Restraining and Protection Orders

EIS to provide standard, general release, system module.

Warrants

EIS to provide standard, general release, system module.

Field Interviews Module

EIS to provide standard, general release, FI module.

WA-IBRS Reporting

EIS to provide Washington standard, general release, WA-IBRS reporting module and edit checks. EIS to provide WSP IBR submission capability as currently deployed within the State of Washington.

Personnel

EIS to provide standard, general release, Personnel management module.

Asset Management

EIS to provide standard, general release, asset management module.

Civil Process Management

Not provided as part of this agreement.

Responsibilities:

EIS will:

- a) Deliver all software components, including applicable documentation (software manuals), as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when the RMS software distribution set and third-party software components as listed in the contract, are delivered to the County at the location specified in the contract and accepted by the County as defined in the acceptance plan.

Task SFTW 2: Deliver JMS Application Software

Objective: Deliver standard release JMS Server software, JMS Workstation software and JMS supporting Software, including applicable JMS software licenses, as purchased by the County and specified in the Contract. JMS will be provided as a single production instance, supporting the Adult Correctional Facility, and a single test/training instance.

Task Description:

Complete the delivery of standard release JMS server software, the JMS Workstation Application software, and all applicable JMS and supporting software licenses as indicated in the Contract. This includes all software components (media), including applicable documentation (electronic software manuals) as listed in the purchase contract.

JMS Modules include the following. *(Review specific task detailed in this document for configuration and modifications to be developed)*

Master Inmate Management (JMS Master Inmate)

Standard, general release, JMS system master inmate management application

Booking

General booking process forms.

Inmate Property

General release, inmate property modules.

Jail Incident Reporting

Standard, general release, jail incident management.

Jail Housing

Standard, general release, jail housing management.

Inmate Classification/Assessment

Standard, general release, inmate classification/assessment.

Inmate Sentencing

Standard, general release, inmate sentencing.

Jail Log

Standard, general release, jail Log.

Inmate Movement

Standard, general release, inmate movement.

Inmate Meal Restrictions

Standard, general release, inmate meal restrictions.

Inmate Release

Standard, general release, inmate release.

Inmate Schedule

Standard, general release, inmate schedule.

Inmate Transport

Standard, general release, inmate transport.

Jail Reporting

Standard, general release, jail reporting module.

Inmate Visitation

Provide standard, general release, inmate visitation module.

Professional Visitation

Provide standard, general release, professional visitation module

Inmate Mugshot

Provide standard, general release, advanced mugshot module.

Inmate Lineup

Provide standard, general release, inmate lineup module.

Responsibilities:

EIS will:

- a) Deliver all software components, including applicable documentation (software manuals), as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when the JMS software distribution set and third-party software components as listed in the contract, are delivered to the County at the location specified in the contract and accepted by the County as defined in the acceptance plan.

Task SFTW 3: Deliver M2 Server software

Objective: EIS will deliver the primary M2 software modules on standard exchange media. This includes all software components (media and software license) including applicable documentation (software manuals). The M2 software service will be provided with the multi-agency data exchange adapter.

Task Description:

M2 operates as the system message switch and is utilized in support of system interfaces, including WACIC. Deliver M2 Server software, WACIC Adapter software, JMS-M2 interface, RMS-M2 interface and supporting Software required to connect to the M2 message switch, including applicable M2 software licenses, as purchased by the County and specified in the Contract. The included multi-agency data exchange adapter allows data query and records viewing capabilities between EIS sites.

Responsibilities:

EIS will:

- a) Deliver all software components including applicable documentation (software manuals), as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when M2 software distribution set and third-party software components as listed in the contract, are delivered to the County at the location specified in the contract.

Notes:

M2 is a general communication data switch utilized throughout the RMS and JMS system. M2 will be deployed to support an interfaced node supporting a direct connection to the State for WACIC /NCIC traffic. Specific WACIC interface components are listed in the “WACIC” interface description contained in the interface section of this SOW. WACIC broadcast and general notification services will not be provided through the M2 interface.

Configuration and use of the multi-agency data exchange adapter requires agreement between County and each participating exchange site and is not a contract deliverable but available option should County and other EIS agencies agree to link systems.

Task SFTW 4: Deliver JMS Pre-Booking Server Software

Objective: Deliver JMS Pre-Booking Server software licenses as purchased by the County and specified in the contract on standard exchange media.

Task Description:

Complete the delivery of standard JMS Pre-Booking server software as indicated in the contract delivered to the County as the arresting agencies specified in the contract.

Responsibilities:

EIS will:

- a) Deliver all software components including applicable documentation (software manuals) as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when JMS Pre-Booking software distribution set as listed in the contract, are delivered to the County at the location specified in the contract.

Task SFTW 5: Deliver JMS Pocket JMS Software

Objective: Deliver JMS Pocket JMS software licenses for use on County selected iOS and Android based wireless devices, as purchased by the County and specified in the Contract on standard exchange media.

Task Description:

Complete the delivery of standard JMS Pocket JMS software distribution sets as indicated in the contract delivered to the County at the location specified in the contract. This includes all software components (media and software license) including applicable documentation (software manuals).

Responsibilities:

EIS will:

- a) Deliver all software components including applicable documentation (software manuals), as listed in Contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Dependencies:

- 1. Sufficient wireless 802.11 connectivity throughout the designated operational area.

Completion Criteria:

This task will be completed when JMS Pocket JMS software distribution set as listed in the contract, are delivered to the County at the location specified in the contract.

Task SFTW 6: Deliver JMS Public Web Viewer Server Software

Objective: Deliver JMS Public Web Viewer Server software licenses as purchased by the County and specified in the contract on standard exchange media.

Task Description:

Complete the delivery of JMS Public Web Viewer server software as indicated in the contract delivered to the County as specified in the contract. Provide standard, general release, inmate Public Web Viewer (to be hosted on County provided Web Server).

Responsibilities:

EIS will:

- a) Deliver all software components including applicable documentation (software manuals) as listed in the contract.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when JMS Public Web Viewer software distribution set as listed in the contract, are delivered to the County at the location specified in the contract.

Task SFTW 7: Deliver Map Application Software

Objective: Deliver EIS/Mapping sub-system software and supporting GIS (ESRI) engine, as purchased by the County and specified in the contract. County will provide applicable map data to be used within the system.

Task Description:

Provide the standard version of the EIS /Advanced Mapping application on the County-provided application software along with purchased third party mapping support components as listed in the contract. EIS installation staff will install and configure the supporting EIS /Advanced Mapping software with the appropriate configuration options and permission set required to support the delivered EIS application software, on the designated County-provided server.

County is fully responsible to provide suitable map data to be utilized within the provided mapping software.

Responsibilities:

EIS will:

- a) Provide Server Installation files for EIS /Advanced Mapping
- b) Provide purchased third party software components.

County will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.

Completion Criteria:

This task will be completed when EIS /Advanced Mapping software distribution set as listed in contract, are delivered to the County at the location specified in the contract.

Task SFTW 8: Deliver RMS & JMS Documentation and County System Deployment Documentation

Objective: Prepare and deliver documentation relating to the deployment of the RMS and JMS Workstations including the workstation build and field deployment procedures and any site specific administrative or end user documentation specified in the project or training plan.

Task Description:

The delivery includes providing Configuration manuals, Reference manuals, Training materials, and System Administration documents in an electronic form by loading into the software, not in printed form or on portable media.

Documentation Includes:

- Records Management Users Guide
- Pocket JMS Users Supplement
- Any other document specified in the project plan.

Responsibilities:

EIS will:

- a. Deliver deployment instructions, guides, manuals, and related documents in electronic form as specified in the implementation plan.

County will:

- a. Review and accept the standard RMS and JMS documents (described above) submitted by EIS.

Completion Criteria:

This task will be completed once EIS has prepared and delivered to the County the System Deployment document specified above along with other documentation specified in the final project plan.

Installation and Configuration Services

Note: EIS will normally install the RMS and JMS software remotely through monitored access using County VPN prior to on-site configuration. The initial installation will be to production level servers and will include the approximation of NCIC and state required code table values. EIS will additionally provide a first cut data conversion including the RMS and JMS data migrated from the legacy systems for initial evaluation. EIS will then schedule an Installation/Configuration Workshop or series of workshops to install final system components, conduct system administrator training, configure the system, verify initial data conversion, and verify system operation. Test and Training instances will be set up at the conclusion of production configuration and activated on the designated test/training platform. County will be responsible to provide all system hardware unless specifically noted in the Contract or this Statement of Work.

Installation and Configuration Services Tasks

Task INS 1: Configure the County-provided Microsoft SQL Server Database software

Objective: Configure the County-provided supporting Microsoft SQL Server Database software on the production and test/training server, load RMS, JMS and supporting database schemas and certify the Microsoft SQL Server DB configuration as ready to use.

Task Description:

EIS installation staff will configure the supporting Microsoft SQL Server Database software with the system data tables and permission set required to support the delivered application software (and specified County configurations), on the designated County-provided server

Responsibilities:

EIS will:

- a) Install the baseline JMS, RMS and other licensed modules database schemas within this configuration.
- b) Test the initial operation of the baseline database subsystem and provide a status report to the County's project manager upon completion.
- c) Provide written certification of successful installation.

County will:

- a) Install and configure designated database server hardware on County's network (Hardware).
- b) Provide access to County-provided hardware/server components to EIS installers. County provided hardware and/or software must meet EIS recommended specifications and configuration.
- c) Be available during business hours unless arranged and confirmed 24 hours in advance to address an answer questions, modify configurations, and modify security and permissions if required during the installation.
- d) Develop, test and implement a standard backup routine of the SQL database with EIS staff.

Dependencies:

1. Access to County provided database server(s) as a DB administrator.

Completion Criteria:

This task will be completed upon the installation and configuration of the Microsoft SQL Server Database software on the database server and certified by EIS as ready to use as indicated in the implementation plan and accepted by County.

NOTES:

All required network protocol connectivity, firewalls and web services required to attach the workstations and other system servers to the SQL Server database must be provided by the County and must be operational prior to onsite installation by the EIS technicians.

Task INS 2: Install and Configure JMS and RMS Software on the County-provided Production application server(s) and database server(s).

Objective: The objective of this task is to install and configure the baseline JMS and RMS application software and licenses on the designated County-provided servers as designated in the implementation plan in accordance with the finalized system configuration. Deliver and test the primary JMS and RMS software modules on the equipment installed/provided by the County at County facility.

Task Description:

Task includes:

- a. The configuration of the JMS and RMS Server software installed on the Database and Application server(s) to conform to the baseline JMS and RMS operational parameters (not including County specific configurations and customizations).
- b. The configuration of the JMS workstation application(s) software installed on Application server to conform to the baseline JMS operational parameters (not including County specific configurations and customizations).
- c. The configuration of the RMS workstation application(s) software installed on Application server to conform to the baseline RMS operational parameters (not including County specific configurations and customizations).
- d. Baseline Washington State code tables.
- e. Baseline WA-IBR/NIBR code tables.
- f. Deployment of a standard JMS workstation installation/distribution set.
- g. Deployment of a standard RMS workstation installation/distribution set.
- h. Deployment of a standard supporting workstation installation/distribution set as noted in the project plan.

Responsibilities:

EIS will:

- a) Install and test, with the County's assistance, the licensed JMS and RMS software.
- b) Provide the County with the training necessary to prepare County personnel with the ability to deploy the JMS client software on additional workstations.
- c) Provide the County with the training necessary to prepare County personnel with the ability to deploy the RMS client software on additional workstations.
- d) Test the initial operation of the baseline JMS and RMS system and supporting subsystems.
- e) Certify that the configuration is complete and ready to use.
- f) Provide deployment instructions and data communication settings required to deploy workstation software.

County will:

- a) Perform site and hardware preparation as described and certify that servers are ready to receive application software.
- b) Ensure all County provided hardware meets minimum required specifications.

- c) Ensure all required network protocol connectivity, firewalls and web services required to attach the JMS and RMS application to the SQL Server database, are provided by the County and certified as operational prior to on-site installation by the EIS technicians.
- d) Deploy the JMS and RMS software either over the network or with the assistance of EIS staff to all desired workstations.
- e) Review system configuration and report any discrepancies to EIS installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS and RMS baseline application software on County provided JMS servers (Production servers) and the delivery of a standard software workstation deployment set that is acceptable by County as defined in the acceptance plan.

Task INS 3: Install and Configure the JMS Pre-Booking Application

Objective: Install Pre-Booking software and provided supporting software required to collect Pre-Booking inmate Information via the ASP.MVC based web application, as purchased by the County and specified in the contract.

Task Description:

EIS will install and test the Pre-Booking software modules on the County provided equipment at County facility. The Pre-Booking application will support the generation of officer-based booking commitments including inmate demographic, arrest, charges, property and detainer declarative statement within a browser environment. The objective of this task is to install, and configure the baseline JMS Pre-Booking application software, on the designated County-provided IIS server as designated in the implementation plan in accordance with the finalized system configuration. Deliver and test the primary EIS JMS Pre-Booking software modules on the equipment installed/provided by the County at County facility.

Task includes:

- a. The configuration of the JMS Pre-Booking web software installed on the designated server to conform to the baseline JMS Pre-Booking (not including County specific configurations).

Responsibilities:

EIS will:

- a) Install and test, with the County’s assistance, the licensed JMS Pre-Booking software to a standard IIS environment provided by the County
- b) Test the initial operation of the baseline JMS Pre-Booking system.
- c) Certify that the configuration is complete and ready to use.

County will:

- a) Provide a configured instance of IIS on desired server to host the pre-booking application.
- b) Ensure all County provided hardware meets minimum required specifications.
- c) Ensure all required network protocol connectivity, firewalls and web services required to attach the JMS Pre-Booking application to the SQL Server database are provided by the County and be operational prior to onsite installation by the EIS technicians.
- d) Review system configuration and report any discrepancies to EIS Installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS Pre-Booking baseline application software on County provided JMS servers (Production IIS servers) as defined in the acceptance plan.

Task INS 4: Install and Configure the JMS Public Web Viewer Application

Objective: Install Public Web Viewer software to the County provided IIS webserver, as purchased by the County and specified in the contract.

Task Description:

EIS will install and test the EIS JMS Public Web Viewer software modules on the County provided equipment at County facility. The JMS Public Web Viewer application will support the publication of an agency defined subset of jail inmate information, including inmate demographic, arrest and charge data within a browser environment. The objective of this task is to install and configure the baseline JMS Public Web Viewer application software, on the designated County-provided IIS server as designated in the implementation plan in accordance with the finalized system configuration.

Task includes:

- a. The configuration of the JMS Pre-Booking web software installed on the designated server to conform to the baseline JMS Pre-Booking (not including County specific configurations).

Responsibilities:

EIS will:

- a) Install and test, with the County’s assistance, the licensed JMS Public Web Viewer software to a standard IIS environment provided by the County
- b) Certify that the configuration is complete and ready to use.

County will:

- a) Provide a configured instance of IIS on desired server to host the JMS Public Web Viewer application (This is a public access application and may require special agency access control configurations to be provided by the County).
- b) Ensure all County provided hardware meets minimum required specifications.
- c) Ensure all required network protocol connectivity, firewalls and web services required to attach the JMS Pre-Booking application to the SQL Server database are provided by the County and be operational prior to onsite installation by the EIS technicians.
- d) Review system configuration and report any discrepancies to EIS Installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS Public Web Viewer baseline application software on County provided JMS servers (Public Access Web Server) as defined in the acceptance plan.

Task INS 5: Install M2 Server software

Objective: M2 operates as the internal system message switch and is utilized in support of system interfaces, including WACIC/NCIC. Install M2 Server software, JMS-M2 interface and JMS supporting Software required to connect to the M2 message switch, RMS-M2 interface and RMS supporting Software required to connect to the M2 message switch including applicable M2 software licenses, as purchased by the County and specified in the Contract.

Task Description:

EIS will install and test the primary M2 software modules on the application server equipment installed/provided by the County at County facility. Task includes the installation of the M2 software to the County provided application server and configuration to communicate with the JMS and RMS SQL Database.

Responsibilities:

EIS will:

- a) Install all M2 software components including applicable documentation (software manuals) as listed in the contract.
- b) Install base M2 software applications and configure to County environment.
- c) Configure switch queues and transaction configurations.
- d) Test installation of M2 and certify that the M2 subsystem has been successfully installed and prepared to receive County specific message templates.

County will:

- a) Provide appropriate hardware and operating platform to support the M2 application on the system application server.
- b) Be responsible for application for new WACIC mnemonics as required to meet County access needs.
- c) Be available to address an answer questions, modify configurations, and modify security and permissions if required during the installation.
- d) Acknowledge receipt of EIS provided components.

Dependencies:

1. Access to the County provided application server.

Completion Criteria:

This task will be completed M2 software distribution set and third-party software components as listed in the contract are installed on the County provided application server and certified as "Ready to Use" by EIS installation personnel and verified as operational by County as defined in the acceptance plan.

Task INS 6: Install Map Application Services (MAS) Server software

Objective: Map Application Services (MAS) provides the underlying geo-verification engine within the RMS. Install MAS Server software as purchased by the County and specified in the Contract.

Task Description:

EIS will install and test the standard release MAS software module on the application server equipment installed/provided by the County at County facility. Task includes the installation of the MAS software to the

County provided application server and configuration to communicate with the RMS location verification request. MAS provides the verification engine only, and does require the deployment of County provided ESRI map data in compliance with EIS map data specifications.

Responsibilities:

EIS will:

- a) Install MAS software components.
- b) Configure switch queues and transaction configurations.
- c) Load County provided ESRI Map data files (Shape and attribute data) to the MAS service engine.
- d) Test installation of MAS application and certify that the MAS subsystem has been successfully installed, County Map data successfully deployed and that the MAS service is capable of processing standard location requests.

County will:

- a) Provide appropriate hardware and operating platform to support the MAS application on the system application server.
- b) Provide properly formatted and configured ESRI Map data per EIS specifications.
- c) Be available to address an answer questions, modify configurations and map data, and modify security and permissions if required during the installation.
- d) Acknowledge receipt of EIS provided components.

Dependencies:

- 1. Access to the County provided application server.

Completion Criteria:

This task will be completed when the MAS software as listed in the contract are installed on the County provided application server and certified as "Ready to Use" by EIS installation personnel and verified as operational by County as defined in the acceptance plan.

Task INS 7: Conduct RMS Software Configuration Workshop

Objective:

As part of the implementation phase of the project EIS will conduct a configuration administrative workshop with the County designated system administrative personnel. This workshop may be provided as a multi-day on-site set of meetings, or via remote sessions over multiple sessions – to be determined by the EIS and County project managers. This workshop provides an overview of the various RMS code tables and the requirements for gathering the data to build these files. Provide worksheets and review data import options to populate standardized tables. The session provides an overview of options available to the County for performing County specific system tailoring and determining operational system parameters.

Task Description:

EIS will meet with County personnel to provide information on the data elements that must be collected by the County prior to conducting the RMS System Administrator Training. EIS will review with associated County personnel the configuration options available.

Responsibilities:

EIS will:

- a) Provide the EIS standard software implementation workbook.
- b) Conduct a functional overview of software functionality.
- c) Review with County personnel the specific RMS application functionality and code tables for which information must be collected to configure the system.
- d) Describe/demonstrate certain functionality that can be parameterized to meet the County's operations and assist County personnel with making appropriate configuration decisions.
- e) Review the ability to populate the system with existing data from either County provided external data sources or through the data conversion efforts from the historic system.

County will:

- a) Assign appropriate County personnel to attend the configuration workshop.
- b) Identify the County's RMS database administrator and assign them to attend the software configuration workshop.
- c) Identify data sources for all system code tables and other County operational parameters.
- d) Collect and provide all system table and validation data values, unless specified otherwise by mutual agreement.

Dependencies:

1. Completion of the system functional review.
2. Deployed RMS software to County production machines.
3. Deployed RMS workstation software to workstations to be utilized by during the review session.

Completion Criteria:

This task is considered complete when EIS has concluded the RMS software configuration workshop and identified to the County the configurable options for the RMS application.

Task INS 8: Conduct JMS Software Configuration Workshop

Objective:

Conduct an Installation/Configuration workshop with the County Project Team to install, conduct system administrator training, configure, and verify the Software components.

Task Description:

Software Configuration and County administrator training is normally conducted in a designated workshop at the County or through a series of remote workshop sessions. A single workshop is preferred and is normally one week. The purpose of this workshop is to ensure all systems and components are installed, assist the County with configuring JMS code tables, and system administrator training to selected County personnel that will administrator the JMS system. This workshop is not intended for live operation. The identified system administrators will validate the operation of the system and the initial data conversion.

At the end of this workshop, the key County staff should be familiar with the use and configuration of the system. Key County staff should be able to complete security setup, table maintenance, and other end-user configuration tasks necessary for live operation.

Responsibilities:

EIS will:

- a) Ensure all JMS components are installed and functioning properly.
- b) Train selected County system administrators and other key staff in the theory, use, and configuration of the system.
- c) Review with County project team the specific JMS application functionality and code tables for which information must be collected to configure the system and assist the County with configuration.
- d) Assist County with testing and validating data conversion for completeness and accuracy.
- e) Provide County with a workshop schedule in advance of the workshop.

County will:

- a) Identify JMS system administrators and key project personnel to attend the workshop and insure their availability.
- b) Identify data sources for all system code tables and other County operational parameters.
- c) System administrators to become comfortable and familiar with JMS system administration, table configuration, system security, workflow, and operational principles.

Dependencies:

1. Completion of the system functional review.
2. Deployed JMS software to County production machines.
3. Deployed JMS workstation software to workstations to be utilized by during the review session.

Completion Criteria:

This task is considered complete when EIS has concluded the JMS configuration workshop and identified to the County the configurable options for the JMS application.

Task INS 9: RMS Functional Testing

Objective: Perform functional tests of RMS.

Task Description:

Demonstrate the applicable functions and features of RMS as defined in the RMS Acceptance Test Plan.

Responsibilities:

EIS will:

- a) Utilize the RMS Acceptance Test Plan as a guideline for all functional tests.

County will:

- a) Generate test data files needed for functional testing.

Completion Criteria:

This task is considered complete when RMS has been demonstrated to operate in accordance with the Acceptance Test Plan and County verifies the testing has successfully passed all the guidelines.

Task INS 10: JMS Functional Testing

Objective: Perform functional tests of JMS.

Task Description:

Demonstrate the applicable functions and features of JMS as defined in the JMS Acceptance Test Plan.

Responsibilities:

EIS will:

- a) Utilize the JMS Acceptance Test Plan as a guideline for all functional tests.

County will:

- a) Generate test data files needed for functional testing.

Completion Criteria:

This task is considered complete when JMS has been demonstrated to operate in accordance with the Acceptance Test Plan and County verifies the testing has successfully passed all the guidelines.

Task INS 11: RMS and JMS Subsystem Integration Testing

Objective: Perform integration testing of installed RMS and JMS subsystems and interfaces as indicated in the implementation plan to be delivered prior to production cutover.

Task Description:

Review and test (to the extent possible) all internal and external interfaces to ensure that the subsystem operates as defined in the RMS or JMS standard documents and interface control documents. County staff will conduct the integration testing of the overall System.

Responsibilities:

EIS will:

- a. Certify the interfaces as ready for integration testing.
- b. Demonstrate all inter-system communications between installed subsystems and between external systems, according to the interface standard documents and interface control documents.
- c. Assist the County in testing each interface.
- d. Review any discrepancies that are identified by the County.
- e. Provide software or document corrections as needed to correct the discrepancies prior to RMS and JMS Final Certification.
- f. Certify RMS and JMS for production operation.

County will:

- a. County will provide and verify that all network connections, connection points and access to interface endpoints are provide and accessible between the EIS interface component and the external system in accordance with the approved standard document and interface control documents.
- b. Identify in writing each discrepancy between subsystem functionality and the RMS standard documentation and interface control documents.
- c. Work with EIS to identify the type of correction needed to ensure that each subsystem conforms to the RMS standard documents and interface control documents.

Completion Criteria:

This task is considered complete when the internal and external interfaces and other EIS licensed software have been demonstrated according to the standard RMS and JMS documents and interface control documents.

Any discrepancies discovered following the completion of this task will be corrected prior to RMS and JMS Final Certification. As a part of this task, EIS will certify RMS and JMS as ready for production operation and verified operational by County as defined in the Acceptance Test Plan.

Task INS 12: Install and Configure Licensed EIS Software on the County-provided Test/Training servers.

Objective: The objective of this task is to install and configure the baseline JMS and RMS application software and licenses on the designated County provided Test/Training servers as designated in the implementation plan in accordance with the finalized system configuration. Deliver and test the primary JMS and RMS software modules on the equipment installed/provided by the County. The test instance(s) will be configured to provide an independent version of the core JMS and RMS software for test and training purposes. The instance will be fully isolated from the production environment and will not be able to support extended system functions and interfaces to 3rd party systems.

Task Description:

Task includes:

- a. Deployment of a standard JMS and RMS server instances.
- b. Deployment of a standard supporting workstation installation/distribution set as noted in the project plan.

Responsibilities:

EIS will:

- a) Install and test, with the County's assistance, the licensed JMS and RMS software to the designated test/training servers.
- b) Provide the County with the training necessary to prepare County personnel with the ability to deploy the JMS and RMS client software
- c) Test the initial operation of the baseline JMS and RMS training Instances.
- d) Certify that the configuration is complete and ready to use.
- e) Provide deployment instructions and data communication settings required to deploy workstation software.

County will:

- a) Perform site and hardware preparation as described and certify that Test/Training Servers are ready to receive application software.
- b) Ensure all County provided hardware meets minimum required specifications.
- c) Ensure all required network protocol connectivity, firewalls and web services required to attach the RMS and JMS applications to the SQL Server database, are provided by the County and certified as operational prior to onsite installation by the EIS technicians.
- d) Deploy the JMS and RMS software either over the network or with the assistance of EIS staff to all desired training workstations.
- e) Review system configuration and report any discrepancies to EIS Installation staff within 5 days of EIS certification.

Completion Criteria:

This task will be completed upon the installation and configuration of an operational JMS and RMS baseline application software on County provided JMS servers (Test/Training servers) and the delivery of a standard software workstation deployment set that is acceptable by County as defined in the acceptance plan.

System Preparation

Project Configuration and Development Tasks

Task Dev 1: JMS Software Configuration Specifics

Objective: EIS to provide configuration/modifications to the core JMS product as part of the deployment to meet County operational objectives.

Task Description:

EIS will provide the following system configuration/customizations to the core JMS product as already discussed with County. As part of the installation activities, EIS will work with the County to develop a final system configuration/customization specification. All modifications will be incorporated into the base JMS product.

JMS Configuration Functions:

1. Definition of the County workflow via the module tree presented within the primary JMS system.
2. Definition of the required/desired intake/booking validation rule indicators provided on the inmate booking complete screen.
3. Definition of the required/desired release validation rule indicators provided on the inmate release screen.
4. Configure inmate release dashboard/listing to include the County required release data clearance elements within the current feature set of the application. Configure release dashboard to display select subset (up to 8) of validation rule compliance indicator (Pass/Fail) within the current supported system ability.
5. Configure inmate Booking/Intake dashboard/listing to include the County required booking validation elements within the current feature set of the application. Configure Booking dashboard to display select subset (up to 8) of validation rule compliance indicator (Pass/Fail) within the current supported system ability.
6. Configure property intake receipt supporting capture of electronic signature in accordance with County defined inmate receipting output.
7. Configure Washing standard sentence calculation parameters in accordance with WA statutory guidelines. Configure and deploy initial sentence calculation tool within the sentence screen. Calculation will include sentence parameters associated with the charge and apply the good time and other standard calculated values in accordance with State of Washington Standards.
8. Deploy bail statement report to reflect County's bail grouping and value calculation protocol.
9. Configure specific data fields within the charge screen to capture and track County billing information on a per charge basis.
10. Configure inmate classification questionnaires and risk assessment responses within the current configuration options.

JMS Customization Tasks:

11. Provide up to 10 customized SSRS reports within the JMS.
12. Provide a Kitsap County specific Billing report, to include the agency specific custody billing parameters including daily rate and daily rate assignment defined by the County.

Responsibilities:

EIS will:

- a. Provide the above configuration changes.

County will:

- a. Review and accept above listed configuration/development changes.
- b. Provide clear and concise configuration directives to EIS Project manager.
- c. Identify in writing each discrepancy between subsystem functionality and the provided EIS configuration/programming documentation.

Dependencies:

1. County acceptance of EIS provided configuration/development changes.

Completion Criteria:

This task is considered complete when the JMS configuration and development enhancements have been deployed to the County production instance of the JMS and accepted by the County.

Task Dev 2: RMS Configuration Specifics

Objective: EIS to provide configuration/modifications to the core RMS product as part of the deployment to meet County operational objectives.

Task Description:

EIS will provide the following system configuration/customizations to the core RMS product as already discussed with County. As part of the installation activities, EIS will work with the County to develop a final system configuration/customization specification. All modifications will be incorporated into the base RMS product.

RMS Configuration Functions:

1. Definition and configuration of the County RMS workflow within the primary RMS system.
2. Configure the RMS report workflow to preserve the supervisory annotated review PDF through the review and approval process so that the annotated copy can be viewed by subsequent supervisors. The software will remove the annotated copy in the report approval function.
3. Configure State reporting segment to support WA-IBRS data collection and validation.
4. Provide County specific weapons permit ID Card format designed supporting the aspect ratio required by County provided ID card printer.

RMS Customization Tasks:

5. Provide up to 10 customized SSRS reports within the RMS.

EIS will:

- a. Provide the above configuration changes.

County will:

- a. Review and accept above listed configuration/development changes.
- b. Provide clear and concise configuration directives to EIS Project manager.
- c. Identify in writing each discrepancy between subsystem functionality and the provided EIS configuration/programming documentation.

Dependencies:

1. County acceptance of EIS provided configuration/development changes.

Completion Criteria:

This task is considered complete when the RMS configuration and development enhancements have been deployed to the County production instance of the RMS and accepted by the County.

Interface Tasks

All system interfaces will be developed and deployed in accordance with the EIS interface specifications accepted by the County. Once accepted, the development interface specification will be the final document and be incorporated into the contract forthwith. All interfaces are subject to dependencies and are partially reliant on factors beyond the control of EIS. As such, the deliverable items related to all interfaces are directly dependent on the availability of external resources (connections to foreign systems, data, and other external components). EIS interface will be installed; however, EIS has no control over other vendors and their timeline/ability to bring their side of the interface operational. Delays related to the required dependencies are not the responsibility of EIS.

All interfaces with other products will be completed as quickly as possible, however without the cooperation of the third-party software vendors, implementation could be delayed. This would not be the responsibility of EIS and outside the scope of the SOW.

In the event current vendors change between execution of the contract to implementation phase, a change order will be required for the new interface. While EIS will attempt to use existing interfaces for new requirements, if possible, EIS reserves the right to require additional cost for interface changes post contract

EIS will develop the following agreed upon interfaces as part of this project. The responsibilities for each interface incorporate the following supporting activities from each party:

General Responsibilities

EIS:

- a) Develop interface development specification detailing interface for County Acceptance.
- b) Develop software service/application that functions in accordance with the Interface Development Specification.
- c) Certify to the County that the interface is ready for integration testing.
- d) Assist the County in testing the vendor interface.
- e) Review any discrepancies that are identified by the County.
- f) Provide software or documentation corrections as needed to correct the discrepancies prior to EIS Final Certification.
- g) Certify EIS delivered interface for production operation.

County:

- a) Provide, on request, currently existing information, record layouts and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.
- b) Review and accept the EIS provided interface programming specification in accordance with contract specifications.
- c) Assume responsibility for any modifications or additions to any existing or non-EIS supplied systems required to enable them to support the interfaces, as defined in the Functional System Description, Change List, and interface control documents.
- d) Provide and install all communications lines and equipment according to the contract documents.
- e) Provide all required liaison support with the vendors/agencies and EIS project management required to support the interfaces.

- f) Ensure that necessary certifications, approvals and other related issues will be completed by the County at least ninety (90) calendar days prior to scheduled interface work.
- g) Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.
- h) Conduct test procedures and verify all inter-system communications between installed EIS systems and non-EIS systems to ensure conformance with the approved standard document and interface control documents.
- i) Identify in writing each discrepancy between subsystem functionality and the provided EIS interface documentation and interface control documents.
- j) Work with EIS to identify the type of correction needed to ensure that each subsystem conforms to the EIS standard documents and interface control documents.

Task Inter 1: JMS to Livescan Interface Export

Objective: Implement an export of JMS inmate data from the JMS to the Crossmatch Livescan device housed in the jail booking/intake area. Provide a one-way data transfer of inmate demographic, arrest and charge data, and booking photos from the JMS to the County's existing Crossmatch Livescan system. Interface will be provided for the adult jail.

Task Description:

The County is seeking to minimize duplication of data entry into the JMS across multiple systems. The interface provides a uni-directional push of inmate demographic and arrest data to the Livescan system.

EIS has proposed to deploy the existing EIS JMS/Crossmatch Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Please note that it is the County's responsibility to coordinate/contract with Livescan vendor to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from the Livescan vendor (Crossmatch) will be the sole responsibility of the County. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the deployment of the EIS interface component.

Responsibilities

EIS:

- a) Deploy the EIS JMS/Livescan interface.
- b) Assist the County in testing the Livescan interface.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Network Access to the required transaction point on the County Network.

Completion Criteria:

This task is complete when the system interface is functioning as described above and accepted by County in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of Livescan.

Task Inter 2: RMS CHL to Livescan Interface Export

Objective: Installation of an Interface between Livescan and the EIS RMS CHL module. Provide a data transfer export of applicant demographic and descriptive data from the RMS CHL module to the County's existing Livescan system.

Task Description:

The County is seeking to minimize duplication of data entry into the RMS across multiple systems. The interface is a one-way push of applicant demographic and descriptive data from RMS CHL module to the existing CrossMatch Livescan system. The Livescan system will then hold the data until the fingerprints have been captured for the applicant.

EIS has proposed to deploy the existing EIS JMS/Crossmatch Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Please note that it is the County's responsibility to coordinate/contract with Livescan to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Livescan will be the sole responsibility of the County. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the deployment of the EIS interface component.

EIS:

- a) Deploy the EIS RMS CHL/Livescan interface.
- b) Assist the County in testing the Livescan interface.

Dependencies:

1. Network Access to the required transaction point on the County Network.

Completion Criteria:

This task is complete when the system interface is functioning as described above and accepted by the County in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of Crossmatch or other Livescan provider.

Task Inter 3: JMS to Telmate (Inmate Telephone) Interface

Objective: Provide a scheduled data transfer export package to Inmate phone system that includes the demographic and housing location information for all inmates currently active within the County jail.

Task Description:

County is seeking to minimize duplication of data entry into the JMS across multiple systems. The interface is a one-way push of inmate and inmate housing location data to the Inmate phone system. The exported JMS data will be utilized by Telmate for the purpose of managing inmate telephone accounts within the jail.

The data export package will be formatted to conform to the existing data export standards currently utilized between EIS and the Telmate Inmate phone system. The interface can be set to operate on a County defined interval during installation. EIS will receive no acknowledgement returned from the Inmate phone system as part of this transaction. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the deployment of the EIS interface component.

EIS has proposed to deploy the existing EIS JMS/telemat Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Please note that it is the County's responsibility to coordinate/contract with Inmate phone system vendor to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Inmate phone system vendor will be the sole responsibility of the County.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Current Interface specification reflecting expected data format and transaction control protocol from the Inmate phone system vendor.
3. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task is considered complete when the system interface can extract the inmate data as designated in the development specification and writing the properly formatted export data to the designated transaction FTP location.

EIS will not sub-contract development work on behalf of the Inmate phone system vendor.

Task Inter 4: JMS to Keefe Commissary Interface

Objective: Provide a scheduled data transfer export package to the existing Keefe commissary system that includes the demographic, housing location and LOP (Loss of Privilege) indicator for all inmates currently active within the County jail.

Task Description:

Keefe is the current inmate commissary and inmate accounting vendor, and the County is seeking to minimize duplication of data entry into the JMS across multiple systems by having data entered into the JMS transferred to the Keefe system. The interface is a one-way push of inmate and inmate housing location data to the Keefe system.

The data export package will be formatted to conform to the data export standards currently provided by EIS related to Keefe. The interface can be set to operate on County defined interval during installation or on a specified triggering event. EIS will receive no acknowledgement returned from Keefe as part of this transaction. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the deployment of the EIS interface component.

EIS has proposed to deploy the existing EIS JMS/keefe Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Please note that it is the County's responsibility to coordinate/contract with Keefe to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Keefe will be the sole responsibility of the County

EIS will:

- a) Deploy existing Keefe export interface.

County will:

- a) Coordinate installation with Keefe representative.
- b) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- c) Ensure interface dependencies have been addressed.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Current Interface specification detailing the existing EIS- commissary interface.
3. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task is considered complete when the system interface can extract the inmate data as designated in the development specification and writing the properly formatted export data to the designated transaction point via the County network.

Note: EIS will not sub-contract development work on behalf of Commissary.

Task Inter 5: JMS to APPRISS (VINE) Interface

Objective: Appriss provides a one-way extraction of jail data directly from the active EIS JMS database via a direct connection to production database or via managed database view. No interface activity required by EIS.

Task Description:

None.

Additional Responsibilities:

EIS will:

- a) None

County will:

- a) Coordinate installation with Appriss representative.
- b) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- c) Ensure interface dependencies have been addressed.

Dependencies:

1. Network Access to the EIS JMS database (ODBC) for the Appriss provided extraction service via the County Network.

Completion Criteria:

No work is performed by EIS as part of this interface. All processes and interface software is provided directly from Appriss. Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Task Inter 6: JMS to NaphCare Interface

Objective: Provide a data transfer export package to the NaphCare system that includes the demographic, housing location and relevant inmate information for each active inmate active in the jail at the transaction.

Task Description:

NaphCare is the current inmate medical provider (System) within the County jail. The interface is intended to provide a subset of inmate data entered into the JMS to the NaphCare system. The interface is a one-way push of inmate (to include the inmate's frontal facial image file) and inmate housing location data to the NaphCare system. The interface is intended to update the NaphCare system when the inmate is activated within the JMS, when a housing location change occurs and when the inmate is released from custody. There is no HIPPA data exchanged.

EIS has proposed to deploy the existing EIS JMS/Naphacare Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

An EIS development specification detailing the interface will be provided to the County for acceptance prior to the commencement of interface programming.

Please note that the initial interface scope has been derived from information provided by the County during requirement statements contained in the original RFP. It is the County's responsibility to coordinate/contract with NaphCare to ensure that the interface service is available and ready for use. All costs (if any) associated with the provision of the interface from NaphCare will be the sole responsibility of the County.

EIS will:

- a) Deploy NaphCare export interface.

County will:

- a) Coordinate installation with NaphCare representative.
- b) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- c) Ensure interface dependencies have been addressed.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Current Interface specification reflecting expected data format and transaction control protocol from County for NaphCare interface.
3. Network Access to the required transaction/interchange point via the County's Network.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the inmate data as designated in the development specification and writing the properly formatted export data to the designated transaction point via the County network or service entry point defined in the interface specification.

Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of NaphCare.

Task Inter 7: JMS SSA information Export

Objective: Provide JMS standard export function designed to generate a properly formatted SSA data package containing inmates incarcerated within the jail during the user specified data range.

Task Description:

EIS will deploy the standard SSA export function accessible within the JMS management utilities.

EIS will:

- a) Standard SSA report export to local file.

County will:

- a) None

Dependencies:

1. County acceptance of EIS provided interface/export specification.

Completion Criteria:

This task is considered complete when the system export process is capable of extracting the JMS current inmate custody information based on the user provided date range criteria from the JMS, prepare a properly formatted data file in accordance with the file specification and successfully write the data file to a local hard drive.

Task Inter 8: Northpointe JMS Interface

Objective: Provide a bi-directional interface between the JMS and the Northpointe Compass inmate’s classification system. The interface will pass specific inmate data to the Northpointe classification system and receive from Northpointe the inmate’s classification.

Task Description:

Northpointe is the current inmate classifications system utilized by the jail. The purpose of the interface is to provide a defined set of inmate data to Northpointe to commence the classification activity so as to alleviate the duplicate entry of inmate data into the Northpointe system, and to receive the classification information from Northpointe upon conclusion of the classification activity.

EIS has proposed to deploy the existing EIS JMS/Northpoint Export interface that has been quoted for this project. That interface will be implemented for this project. In the event that changes are required to that interface a change order and possible fee will be included to cover the change to the proposed interface.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Current Interface specification reflecting expected data format and transaction control protocol from County or Northpointe related to the Compass version of Northpointe.
3. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task is considered complete when the system interface is capable calling the Northpointe application from within the JMS, and the posting to the inmate’s classification record the results returned from Northpointe.

Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Note: EIS will not sub-contract development work on behalf of Northpointe.

Task Inter 9: RMS Import Interface of CAD (CFS) Data From Hexagon

Objective: EIS will develop a data import processor that will monitor a file location for properly formatted XML data files provided by Hexagon via the Hexagon CADLink service/application, and import the data into the EIS CFS (Calls For Service Module) for storage. The EIS RMS entry program will be

configured to pull CAD data from the RMS CFS module as a data entry "Import" option when users are entering a new report into the RMS.

Task Description:

The objective of the interface is to import a subset of CAD event information created within the Hexagon Dispatching solution into the Kitsap County RMS system to provide 1) the ability for users authoring reports to import the CAD data into the report as part of initial report data entry, and 2) maintain a copy of the basic CAD event data within the RMS CFS module for agency access through the RMS inquiry and reporting tools.

EIS will develop a data import processor that will monitor a commonly accessible shared directory (or other agreed upon file share location) on the County's network for a properly formatted and named XML data file provided by the Hexagon CADLink export service. When the EIS import process identifies a data file, the process will open the data file, extract the portions of data suitable for import into the RMS CFS data tables and insert the CAD event information into the production EIS CFS data tables. The processor will evaluate the imported data to determine the following processing directives:

1. The CFS data represents a new CAD event, determined by the unique CAD event # assigned by Hexagon, and will create a new event record in the EIS RMS CFS data table(s).
2. The CFS data represents and update to an existing CFS record in the EIS RMS CFS data tables, and will update the existing CFS data contained in the RMS.

Upon completion of a successful import, the EIS data import processor will remove the xml data file from the process directory. The import processor will import data contained within the Hexagon CADLink XML files as presented, and will not modify, translate or alter the provided values, unless a data type conversion is required to conform to the EIS RMS CFS standards. The EIS processor will only import CAD data provided by Hexagon that has a direct one-to-one mapping to data fields contained in the EIS RMS CFS data structures. Data received from Hexagon that is inconsistent with RMS CFS data structures will be omitted from import. EIS makes no guarantee that the entire set of data provided would be available within the CFS data structures.

Please note that it is the County's responsibility to coordinate/contract with Hexagon to ensure that the CADLink interface service is available and ready for use. All costs (if any) associated with the provision of the interface from Hexagon will be the sole responsibility of the County. A development specification will be prepared and submitted to the County for approval prior to commencing development work on the interface. The development specification will be based on a detailed analysis of the data provided by Hexagon and will define the interface processing directives to be incorporated in the final interface deliverable. The development specification may deviate from the descriptions and representations defined in this Statement of Work interface deliverable. Once approved by the County the EIS development specification will constitute the contract deliverable. If Hexagon or any third party modifies the data schema, exchange locations, or data values defined and accepted in the development specification, EIS bears no responsibility related to the impact on the proposed interface.

Additional Responsibilities:

County will:

- a. Provide, on request, currently existing Information, record layouts, sample CAD data files and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.
- b. Review and approve the EIS interface development specification.
- c. Contract with Hexagon or other 3rd party for the CAD export portion of the interface.
- d. Ensure a sufficient OLEDB connection and access permissions are available to the EIS process to maintain a connection to the remote Intergraph database.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Provision of properly formatted XML CAD data from the Hexagon Dispatching system to the CAD data share point.
3. Network Access to the required CAD data share point via the County Network.

Completion Criteria:

This task is considered complete when the EIS developed process is capable of loading the available CAD event data from the formal Hexagon provided XML data file into the to the RMS CFS module, as defined in the county approved development specification and acceptance plan. Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Task Inter 9a: RMS Inquiry Interface

Objective: Provide existing EIS RMS query service API to provide a controlled mechanism supporting RMS index inquiry capabilities from external applications. The API component provides a standardized web service interface supporting remote inquiry into the RMS specifically supporting general index queries of names, vehicles, articles and firearms via mobile systems, computer aided dispatch systems and various other user facing systems.

Task Description:

EIS will publish the existing RMS inquiry API currently utilized to query the RMS master indexes for names, vehicles, articles and firearms information contained within the RMS/JMS. The RMS inquiry service is constructed to support a standardized web service method via Microsoft IIS server using TCP/IP protocol using web services interoperability (WSI) basic profile protocol for the purpose of receiving inquiry requests from external systems.

Users will enter person, vehicle, firearm or article information such as license plates, VIN, names into the third party system (Hexagon CAD) which will be used by the 3rd party vendor to formulate a structured query request submitted to the EIS API web service based on the appropriate item type. The EIS interface will process the query and return a summary text response to the requesting application via the web service method return value. The return can be processed as needed by the requesting system and/or displayed directly to the user by the third party.

The API supports 4 query entity types, including;

Person Query

Vehicle Query

Firearms Query

Article Query

Each query entity type contains a specific set of query values that can be included in the query request from the initiation application.

On receipt of a properly formatted entity inquiry request the service will perform a database search of the RMS Master Indexes' based on the requested entity type (Name, vehicle, property) and using the search parameters provided within the initiating query request. The RMS API service returns summary information related to the queried data in a text based fashion 80 characters wide, and included general descriptive data, known alerts and a summary listing of agency involvement. Data returns are generated and provided to the requesting application as structured text data return, not as a structured data collection, similar in presentation to a standard WACIC/NLETS return.

Please note that the proposed interface is an existing API program currently in operation at other EIS sites. The calling applications will need to conform to the published interface specifications as provided by EIS and associated

with the development specification. All costs (if any) associated with the provision of the interface from Hexagon will be the sole responsibility of the County.

Additional Responsibilities:

County will:

- a. Provide, on request, currently existing Information, record layouts, sample CAD database files and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Network Access to the web service endpoint accessible to the remote (calling) application/service.

Completion Criteria:

This task is considered complete when the EIS RMS inquiry API has been deployed to the County provided hosting server and is available to receive properly formatted query requests and return a data response from the RMS master index dataset.

Task Inter 10: LinX Export

Objective: Provide access to data contained within the RMS to the Northrop-Grumman LinX system.

Task Description: In the current implementation, LinX directly extracts data from the EIS RMS via an OLEDB connection from a LinX provided interface service. It is the anticipation of EIS that the existing interface would be employed by LinX and would be structured as a uni-lateral interface provided by Northrup-Grumman. As such no specific deliverable task is required by EIS to support the LinX extraction. No specific software deliverables or work product proposed to be provided by EIS.

Dependencies:

1. Network Access to the required transaction/interchange point via the County Network for LinX process.
2. Database access permissions for LinX Process.

Completion Criteria:

None.

Task Inter 11: WACIC Interface MKE's

Objective: Provide WACIC/NCIC software adapter within the M2 data switch and supporting a defined set of message keys (MKE's), used for specified transactions associated with WACIC through the State of Washington's data switch. EIS will add the defined set of message keys to the WACIC interface process and provide data masks within the RMS and JMS client so supported the related transactions. EIS will provide the existing EIS RMS/JMS WACIC functions.

Provided message keys will be associated with entity records contained within the related system, and include a defined sub-set of WACIC transactions. Keys will be embedded within the entity forms (Persons, vehicles and property) and provide return routing to the initiating user.

Task Description:

EIS will provide the following existing message keys, additional message keys are available for purchase.

1. The following WACIC Message Keys will be supported within the RMS interface (P? designation indicates target deliverable phase):

a. **Inquiry**

- i. **QA** – Stolen Article
- ii. **QH** - Criminal History record
- iii. **QG** – Stolen Gun
- iv. **QR** – Criminal History by SID/FBI#
- v. **QW** - WACIC/NICIC Persons file plus WA DOL check
- vi. **QV** – Stolen Vehicle
- vii. **QB** – Query Boat
- viii. **QWH** - Criminal History plus WACIC/NCIC person files
- ix. **DW** - WACIC/NICIC Persons file plus WA DOL check
- x. **RV**– WA Stolen Vehicle/Plate plus Registration
- xi. **DNQ** – Query Out of State driver license
- xii. **QWH** - Criminal History plus WACIC/NCIC person files
- xiii. **RV**– DOL VIN/License Inq.
- xiv. **DNQ** – Query Out of State driver license
- xv. **F/FN/FP** - Weapon/Concealed Pistol License file checks
- xvi. - F - DOL Gun Reg
- xvii. - FN - DOL Gun Reg
- xviii. - FP - DOL Gun Reg
- xix. **QPO** – Query Protective Order
- xx. **D** – Driver Inquiry
- xxi. **DQG** – Regional Drivers Query
- xxii. **QWS** – Query Wanted State
- xxiii. **QI** – Criminal History Inquiry
- xxiv. **DQ** - Driver’s license query.

b. **Entry**

- i. **EAS** – Stolen Article
- ii. **EBS** - Stolen Boat
- iii. **EGS** – Stolen Gun
- iv. **EME** – Missing Person Endangered
 - a. Req Supp Data entry – 4 (SMT, AKA, OLN, SOC)
- v. **EPO** – Protection Orders –
 - a. Req Supp Data entry – 4 (SMT, AKA, OLN, SOC)
- vi. **EVS** – Stolen Vehicle
- vii. **EWf** – Wanted Person Felon
 - a. Req Supp Data entry - 4 (SMT, AKA, OLN, SOC)
- viii. **EA / EASN** – Enter Stolen Article (Sup to EAS Already Inc.)
- ix. **EMD** - Enter Missing Person Disabled
- x. **EMDC** – Enter Missing Disable Caution
- xi. **EMEC** - Enter Missing endangered Caution
- xii. **EMJC** - Enter Missing Juvenile Caution
- xiii. **EMO** - Enter Missing Other
- xiv. **EMOC** - Enter Missing Other Caution
- xv. **EDP** – Add State Index NCIS
- xvi. **DW** - Enter Detainer Warrant
- xvii. **SPO** – Notice of Service Protection Order

c. **Multi-Use (Free Form)**

- a. **WACIC Pass-through Free form general Key – P1**
- d. **MODIFY**
 - a. **None Currently Included**
- e. **LOCATE:**
 - a. **None Currently Included**
- f. **CLEAR**
 - a. **Per entry key collection specified above**
- g. **CANCEL**
 - a. **Per entry key collection specified above**
- h. **SERVE**
 - a. **None Currently Included**

Additional Task Responsibilities:

EIS will:

- a) Review and define supported message keys with County.
- b) Configure M2 with WACIC /NCIC/NLETS forms to support the message formats required by WACIC, and to extract designated associated record data from the RMS and JMS.
- c) Configure the M2 switch with appropriate routing Information.
- d) EIS will ensure EIS employees, and subcontractors comply with the agency security and access requirements as identified in the master contract.

County will:

- a) Provide the definitive listing of message keys required.
- b) Request the required mnemonics from the state.
- c) Agency will adhere to appropriate CJIS security at location that will utilize the WACIC features.
- d) Agency to provide dedicated WACIC connection will be provided for RMS and JMS traffic, separate from CAD.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. County has provided appropriate mnemonics from the state.
3. County adheres to appropriate CJIS security at location that will utilize the WACIC features.
4. Dedicated WACIC connection is provided for RMS and JMS traffic.
5. Deployment of RMS supporting M2 adapter to the exiting County M2 data switch.
6. Deployment of JMS supporting M2 adapter to the exiting County M2 data switch.
7. Installation and configuration of the M2 WACIC adapter.

Completion Criteria:

This task is complete when the system interface is capable of;

- a) Extracting the inmate data as designated in the development specification, and displaying the data within the formatted message key forms.
- b) Processing the query request through the M2 data switch and successfully transmitting to WACIC.
- c) Receiving the data returns from WACIC and routing to the requesting user's message queue and activating the message queue indicator within the RMS.
- d) Displaying the textural return to the user on request within the RMS environment.

Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Task Inter 12: RMS Subsystem Interfaces –RMS Import from SECTOR Accident

Objective: Provide an automated, electronic import of accident information provided from the State of Washington SECTOR Electronic Accident reporting system being utilized by County law enforcement agencies. Tasks include the development, installation and testing of SECTOR -RMS accident import Interface.

Task Description:

EIS will deploy the existing EIS SECTOR Import Process

Assumptions:

The State will provide the SECTOR crash data to the County as a standardized, formatted extract.

The SECTOR Crash data will include a PDF document of the crash report.

The information imported into the RMS is for indexing and involvement purposes only, as the agency will utilize SECTOR as the primary source of data for accident reports.

No data editing will occur on the local RMS related to the accident report, any modifications to the report will need to be performed directly in SECTOR.

The data for each law enforcement agency within the regional system will be provided by SECTOR to include a clearly identifiable agency identifier.

Responsibilities:

EIS will:

- a) Certify EIS delivered interface for production operation.

County will:

- a) Assume responsibility for any modifications or additions to any existing or non-EIS supplied systems required to enable them to support the interfaces, as defined in the Functional System Description, Change List and interface control documents.
- b) Provide and install all communications lines and equipment according to the contract documents.
- c) Provide all required liaison support with the vendors/agencies and EIS project management required to support the interfaces.
- d) Ensure that necessary certifications, approvals and other related issues will be completed by the County at least ninety (90) calendar days prior to scheduled interface work.
- e) Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.
- f) Conduct test procedures and verify all inter-system communications between the interface process and SECTOR conforms with the approved standard document and interface control documents.
- g) Identify in writing each discrepancy between subsystem functionality and the provided EIS interface documentation and interface control documents.

- h) Work with EIS to identify the type of correction needed to ensure that each subsystem conforms to the EIS standard documents and interface control documents.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the defined accident report information from the SECTOR data package, uploading the data to the RMS accident management module and updating the related Master Name Index (MNI) and Master Vehicle Index (MVI) in accordance with the development specification provided by EIS. Interface to be unit tested and verified to be operational by the County as defined in the acceptance plan.

Note: EIS will write to an existing published interface provided from SECTOR for the purpose of this interface. EIS will not contract development work with SECTOR.

Task Inter 13: RMS Subsystem Interfaces –RMS Import from SECTOR Citation

Objective: Provide an automated, electronic import of citation information provided from the SECTOR citation reporting system being utilized by the County law enforcement agencies. Tasks include the development, installation and testing of SECTOR -RMS citation import Interface.

Task Description:

EIS will deploy the existing SECTOR interface.

Assumptions:

The State will provide the SECTOR citation data to the County as a standardized, formatted extract.

The SECTOR Citation data may include a PDF document of the citation report.

The information imported into the RMS is for indexing and involvement purposes only, as the agency will utilize SECTOR as the primary source of data for citation reports.

The data for each law enforcement agency within the regional system will be provided by SECTOR to include a clearly identifiable agency identifier.

Responsibilities:

EIS will:

- a) Certify EIS delivered interface for production operation.

County will:

- a) Provide, on request, currently existing information, record layouts and documents necessary to establish interfaces with all local and remote systems and facilities at least ninety (90) days prior to interface installation.
- b) Assume responsibility for any modifications or additions to any existing or non-EIS supplied systems required to enable them to support the interfaces, as defined in the Functional System Description, Change List and interface control documents.
- c) Provide and install all communications lines and equipment according to the contract documents.
- d) Provide all required liaison support with the vendors/agencies and EIS project management required to support the interfaces.

- e) Ensure that necessary certifications, approvals and other related issues will be completed by the County at least ninety (90) calendar days prior to scheduled interface work.
- f) Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.
- g) Conduct test procedures and verify all inter-system communications between the interface process and SECTOR conforms with the approved standard document and interface control documents.
- h) Identify in writing each discrepancy between subsystem functionality and the provided EIS interface documentation and interface control documents.
- i) Work with EIS to identify the type of correction needed to ensure that each subsystem conforms to the EIS standard documents and interface control documents.

Completion Criteria:

This task is considered complete when the system interface is capable of extracting the defined citation report information from the SECTOR data package, uploading the data to the RMS citation management module and updating the related Master Name Index (MNI) and Master Vehicle Index (MVI) in accordance with the development specification provided by EIS. Interface to be unit tested and verified to be operational by the County as defined in the acceptance plan.

Note: EIS will write to an existing published interface provided from SECTOR for the purpose of this interface. EIS will not contract development work with SECTOR.

Task Inter 14: DL Data Scan to RMS/JMS Names

Objective: Provides data entry capability into the designated JMS and RMS names screen from data encoded into the designated Driver's License credential eliminating the need for the users to perform manual data entry into JMS data screens associated with persons.

Task Description:

In the **JMS** EIS to deploy the EIS Text to Data Engine and five (5) processing templates, including:

- a. State of Oregon Driver's License data map
- b. State of Washington Driver's License data map
- c. State of California Driver's License data map
- d. State of Idaho Driver's License data map
- e. Federal Military ID data map

Data Screens in JMS supported include:

- a. Inmate Identification Form
- b. Professional Visitors Form
- c. Inmate Contact form
- d. Visitors Form

In the **RMS** EIS to deploy the EIS Text to Data Engine and five (5) state DL processing templates, including:

- a. State of Oregon Driver's License data map
- b. State of Washington Driver's License data map
- c. State of California Driver's License data map
- d. State of Idaho Driver's License data map

- e. Federal Military ID data map

Data Screens supported include:

- a. Incident Names
- b. FI Names
- c. CHL Names Form
- d. Registrants Names Form
- e. Criminal Offenders Names Form

NOTE: TEXT TO DATA ENGINE & DL CREDENTIAL MAPPING TEMPLATES

The engine is used to convert serial text to data elements that can be users within the EIS applications to reduce or eliminate manual data entry. The Text to Data engine will accept data from scannable credentials (e.g. Drivers Licenses) and create a parsed data collection with the ability to map the individual data items to data entry fields presented on selected JMS and RMS person screens. A detailed specification will be prepared on the details of this feature. However, only data present in the encoded ID card and/or return data is an option for parsing and screen population.

The DL credential to data capability is intended to reduce or eliminate direct data entry whenever a scannable credential is available, such as a state driver's license. The EIS software in conjunction with an appropriate scanning device (bar code or magnetic stripe) is capable of translating data encoded within the credential, and populating data screens within the JMS using the received information. Credential encoded data formats are typically unique and will require specific interface mapping templates for each credential. The mapping templates process the incoming encoded data and populate the designated data fields within the EIS applications.

EIS will:

- a) Deploy the licensed EIS Text to Data engine.
- b) Prepare data mapping templates for the referenced credentials.

County will:

- a) Provide supported scan hardware devices to the designated workstations.
- b) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- c) Ensure interface dependencies have been addressed.

Dependencies:

1. Provision and configuration of EIS Supported USB scan devices.

Completion Criteria:

This task is considered complete when on an enabled data screen, the user can successfully scan any one of the referenced credentials and have the related person information appear in the application form fields.

Task Inter 15: RMS Export to EvidenceOnQ (FileOnQ)

Objective: Provides an export of select property data from the RMS to provide property data to the agencies 3rd party property and evidence management system (EvidenceOnQ).

Task Description:

EIS will develop an uni-directional export process to extract select property data records entered into the RMS Incident reporting module, prepare a structured data package capable of supporting multiple property items, and write/push the data package to a commonly defined exchange point (e.g. file share, web service, etc...To be determined) on the execution of property "Submission" function within the RMS. The process will not receive a data return or acknowledgement from the FileOnQ application.

The process will operate as follows. All property related to an incident report will be added to the incident case reporting system as part of either a primary or supplemental case report. Each property record will be defined with a case involvement code that defines the property item's relationship to the report, and these relationships are used to determine if the property item is reasonably within the possession of the officer/agency. The EIS property record will automatically assign a bar code to each property item entered (FileOnQ may opt to use the EIS assigned bar code or assign their own bar code). When the reporting officer completes the property entry, the officer will select the "Submit to Property Room" option from the report navigation tree. Upon selection of the submission function, the system will display the property submission form, and list the items of property where the involvement code indicates physical possession of the item (e.g. a "STOLEN" item would not be in the possession of the agency and would not appear). The submitting officer would select the items to be processed from the displayed list, complete the additional data fields per agency policy and execute the submission. The execution of the submission by the reporting officer will serve as the interface triggering event. The RMS will process the submission request, update the status of the property items within the RMS AND initiate the FileOnQ interface function. The interface will extract the related property item data for the items selected by the officer for submission and generate a single data file containing multiple property items. The data file will contain the property descriptive information (description, quantity, supporting descriptive information, etc.), basic case identification information (Case #, Supplement #, Case Type, etc.), submission information (Officer, drop off location, etc.) in a standardized structured data collection. The data file will be passed to the interface exchange point in accordance with the interface definition. The EIS interface process will terminate. The EIS interface process will not receive data returned from FileOnQ. Modifications to the property Item within the RMS applied following the property submission function will not be transmitted to the FileOnQ system from the RMS. An EIS development specification detailing the interface will be provided to the County for acceptance prior to the commencement of interface programming.

Note: If the agency wishes to have the officer package the property AND apply the bar code to the property package at the time of submission, it most likely would require the use of the EIS assigned bar code.

EIS will:

- a) Review interface operations with the County and FileOnQ to determine the final interface specification.
- b) Create an interface development specification, defining the data elements, triggering events, processing directives and data delivery aspects of the interface.
- c) Develop the interface software/process in accordance with the approved development specification.
- d) Install and test the interface on County's production servers.
- e) Install the number of purchased instances of the interface (licensed on a per agency level).

County will:

- a) Coordinate interface definition with FileOnQ representative.
- b) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- c) Ensure interface dependencies have been addressed.
- d) Contract FileOnQ to provide any additional services or interface components required to complete the interface.

Dependencies:

1. County acceptance of EIS provided interface programming specification.
2. Current Interface specification reflecting expected data format and transaction control protocol from County for FileOnQ interface.

3. Network Access to the required transaction/interchange point via the County's Network.
4. Provision of the FileOnQ side of the interface.

Completion Criteria:

This task is considered complete when the EIS developed process is capable of generating and publishing to the designated interface end-point the data package in accordance with the County approved development specification. Interface will be formally acknowledged as complete by County in accordance with the system acceptance test.

Software Customization Tasks

None Currently Identified

Data Conversion Tasks

Task DCON 1: EIS JMS Data Conversion

Objective: Convert the existing EIS Intergraph JMS data into the new system.

NOTES:

EIS will build several cycles into the JMS installation process to include sample data conversion testing and validation time prior to live operations (3 cycles anticipated).

EIS will utilize an industry standard data migration methodology, documented in a data conversion plan as accepted by the County. The normal EIS implementation cycle provides two or more validation conversions. This gives the County the opportunity to check the validation for completeness and accuracy before committing to take the system live. It also provides timing data that can be used to finalize the go-live procedures within the County.

The Data Conversion Plan will contain specific details on data conversion. This enumerates the data to be converted, the conversion and validation steps, a go-live procedure, and any special field mappings that may be required by the County. Special emphasis is placed on identifying and mitigating any data differences that exist between the new JMS and legacy JMS system.

Normally the first data conversion is done just before deploying the initial system installation for key project personnel. This provides data for training and also gives the County the opportunity to validate the first pass data conversion. After the system is installed on site, key project personnel can work with EIS staff to certify the data conversion and correct any problems that have been identified. If Data Acceptance test fails, additional test conversions attempts can be performed for certification. When the final data conversion test plan and sample data is acceptable to County, the final go-live process can be scheduled, and the final data conversion will be done during this process.

EIS will use best efforts to convert data into new JMS system. EIS can only convert data into the new JMS system where useable data is provided by the County and an appropriate related data element exists in the existing JMS database. Data that cannot be reconciled according to the conversion plan will not be converted. EIS makes no guarantee that all existing data can be converted.

Task Description: Provide data conversion services to existing textual data and update the newly installed JMS system with the historic information contained within the County's existing JMS system housed in the legacy Intergraph database. Data to be converted includes the booking and inmate data currently housed in the County's JMS database, as well as the data collections to be identified within the JMS data conversion plan. EIS will load the data provided by the County, programmatically modify the data to conform to the conversion standards defined by the County in accordance with the conversion plan and upload the converted data to the operational database on the County's live JMS database server.

Responsibilities

EIS will:

- a) Conduct the Data Discovery phase of the project by working with County subject matter expert(s) to complete a data field mapping between the JMS and the existing JMS system.
- b) Develop a control document that describes agreed-upon mapping of data elements and the handling of exceptions.
- c) Develop the conversion code based on the discovery findings, including both the data extraction routines and the data upload scripts. Where possible perform the data conversion according to the specifications in the control document with data provided by the County.

- d) A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.
- e) Verify current JMS database schemas on designated test servers.
- f) Deliver to County and upload converted data to the County designated test server.
- g) Project Manager will assist in the data review with County and define Data Acceptance tests.
- h) Perform a final data conversion upon County's review and approval of the test data conversion.

County will:

- a) Provide existing Intergraph data in common exchange format including ASCII, pipe-delimited files and/or in a common database structure (MS SQL Server, etc.) on request by EIS project manager. EIS prefers a standardized SQL .BAK file but can work with County to determine a relevant acceptable format. County will be expected to perform **no less** than 3 full data extractions from the legacy system prior to system cutover.
- b) Provide subject matter and technical expert(s) with sufficient expertise related to the data being converted. The subject matter and technical expert(s) will work with EIS during the Data discovery, data review and Sign-Off phases.
- c) Provide secure access to the database to be converted in the EIS specified format.
- d) After final data acceptance completion, any changes to the data must be made by manual data entry by County or agree to a Change Order with EIS.
- e) Understands the data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Translate all existing picklists in the existing system to the standards agreed to with EIS.
- h) Review and approve results of test data conversion in the designated test server.
- i) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.
- j) Verify specific data collections to assure accuracy of data, including:
 - a. Inmate Sentences, time served and calculated release dates.
 - b. Inmate docket, charge and charge status.
 - c. Inmate classifications.
 - d. Inmate alerts.
 - e. Inmate housing assignments.
 - f. Inmate visitations.
 - g. Inmate demographics (including mug shots, scars, marks and tattoos).
 - h. Inmate Property.

Dependencies:

1. Provision of the JMS data in a common data interchange format (either a SQL .BAK and/or delimited files) format by the County.
2. County JMS subject matter expert to assist with data mapping and validation.
3. County will facilitate screen shots and output reports containing inmate data to assist with conversion mapping.

4. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task will be completed upon uploading into the new JMS databases the converted data records from the Department's existing Intergraph JMS system, as outlined in the Data Conversion and External Conversion sections of the EIS developed project plan and verified by County as defined in the Acceptance test plan.

Task DCON 2: EIS RMS Data Conversion

Objective: Convert the existing Intergraph RMS data into the new system.

NOTES:

EIS will build several cycles into the RMS installation process to include sample data conversion testing and validation time prior to live operations.

EIS will utilize an industry standard data migration methodology, documented in a data conversion plan as accepted by the County. The normal EIS implementation cycle provides one or more validation conversions. This gives the County the opportunity to check the validation for completeness and accuracy before committing to take the system live. It also provides timing data that can be used to finalize the go-live procedures within the County.

The Data Conversion Plan will contain specific details on data conversion. This enumerates the data to be converted, the conversion and validation steps, a go-live procedure, and any special field mappings that may be required by the County. Special emphasis is placed on identifying and mitigating any data differences that exist between the new RMS and legacy RMS system.

Normally the first data conversion is performed just prior to providing the initial system installation for key project personnel. This provides data for training and also gives the County the opportunity to validate the first pass data conversion. After the system is installed on site, key project personnel can work with EIS staff to certify the data conversion and correct any problems that have been identified. If Data Acceptance test fails, additional test conversions can be performed for certification. When the final data conversion test plan and sample data is acceptable to County, the final go-live process can be scheduled, and the final data conversion will be executed during this process.

EIS will use best efforts to convert data into new JMS system. EIS can only convert data into the new RMS system where useable data is provided by the County and an appropriate related data element exists in the existing RMS database. Data that cannot be reconciled according to the conversion plan will not be converted. EIS makes no guarantee that all existing data can be converted.

Task Description: Provide data conversion services to update the newly installed RMS system with the historic Intergraph information contained within the County's existing RMS system housed in the legacy Intergraph database. Data to be converted includes the case reports, property and evidence and supporting sheriffs' records data currently housed in the County's RMS database. EIS will load the data provided by the County, programmatically modify the data to conform to the conversion standards defined by the County in accordance with the conversion plan, and upload the converted data to the operational database on the County's live RMS database server.

Responsibilities

EIS will:

- a) Conduct the Data Discovery phase of the project by working with County subject matter expert(s) to complete a data field mapping between the RMS and the existing RMS system.
- b) Develop a control document that describes agreed-upon mapping of data elements and the handling of exceptions.

- c) Develop the conversion code, including both the data extraction routines and the data upload scripts. Where possible perform the data conversion according to the specifications in the control document with data provided by the County.
- d) A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.
- e) Verify current RMS database schemas on production servers.
- f) Deliver to County and upload converted data to County designated production server.
- g) Project Manager will assist in the data review with the County and define Data Acceptance tests.
- h) Perform a final data conversion upon County's review and approval of the test data conversion.

County will:

- a) Extract data from existing RMS system and provide legacy data in common exchange format including ASCII, pipe-delimited files and/or in a common database structure (MS SQL Server, etc.).
- b) Provide subject matter and technical expert(s) with sufficient expertise related to the data being converted. The subject matter and technical expert(s) will work with EIS during the Data discovery, Review and Sign-Off phases.
- c) Provide secure access to the database to be converted in the EIS specified format.
- d) After final data acceptance completion, any changes to the data must be made by manual data entry by the County or agree to a Change Order with EIS.
- e) Understands the data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Translate all existing picklists in the existing system to the standards agreed to with EIS.
- h) Review and approve results of test data conversion in the test server.
- i) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.
- j) Verify specific data collections to assure accuracy of data, including:
 - a. Case Reports (offences and arrests).
 - b. FI information
 - c. Citation Data (example of an offence).
 - d. Crash Reports
 - e. Warrants, and warrant status.
 - f. Property and Evidence status and custody.
 - g. Protection/Restraining Orders status

Dependencies:

1. Provision of the RMS data in a common data interchange format (either a SQL .BAK and/or delimited files) format.
2. County RMS data specialist to assist with data mapping and validation.
3. County will facilitate screen shots and output reports containing inmate data to assist with conversion mapping.

4. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task will be completed upon uploading into the new RMS databases the converted data records from the Department's existing Intergraph RMS system, as outlined in the Data Conversion and External Conversion sections of the EIS developed project plan and verified by County as defined in the Acceptance test plan.

Task DCON 3: JMS Mugshot Data Conversion

Objective: Convert the existing Mugshot image data from the County's existing Intergraph JMS image set into the new EIS JMS system.

NOTES:

EIS will build several cycles into the Mugshot conversion process to include sample data conversion testing and validation time prior to live operations. It is assumed that a clear identifying linkage is available between the inmates' mugshot and the related booking record.

EIS will utilize an industry standard data migration methodology, documented in a data conversion plan as accepted by the County. The normal EIS implementation cycle provides one or more validation conversions. This gives the County the opportunity to check the validation for completeness and accuracy before committing to take the system live. It also provides timing data that can be used to finalize the go-live procedures within the County.

The Data Conversion Plan will contain specific details on data conversion. This enumerates the data to be converted, the conversion and validation steps, a go-live procedure, and any special field mappings that may be required by the County. Special emphasis is placed on identifying and mitigating any data differences that exist between the new EIS System and legacy JMS system.

Normally the first data conversion is done just before doing the initial system installation for key project personnel. This provides data for training and also gives the County the opportunity to validate the first pass data conversion. After the system is installed on site, key project personnel can work with EIS staff to certify the data conversion and correct any problems that have been identified. If Data Acceptance test fails, additional test conversions can be performed for certification. When the final data conversion test plan and sample data is acceptable to County, the final go-live process can be scheduled, and the final data conversion will be done during this process.

Data that cannot be reconciled according to the conversion plan will not be converted. EIS makes no guarantee that all existing data can be converted.

Task Description: Provide data conversion services to update the newly installed JMS system with the historic inmate booking/mugshot images contained within the existing Intergraph JMS.

Responsibilities

EIS will:

- a) Conduct the Data Discovery phase of the project by working with County subject matter expert(s) to complete a data field mapping between the new EIS system and the existing JMS system.
- b) Develop a control document that describes agreed-upon mapping of data elements and the handling of exceptions.
- c) Develop the conversion code, including the data upload scripts. Where possible perform the data conversion according to the specifications in the control document with data provided by the County.

- d) A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.
- e) Verify current JMS Mugshot database schemas on production servers.
- f) Deliver to County and upload converted data to the County designated production server.
- g) Project Manager will assist in the data review with County and define Data Acceptance tests.
- h) Perform a final data conversion upon County's review and approval of the test data conversion.

County will:

- a) Provide subject matter and technical expert(s) with sufficient expertise related to the data being converted. The subject matter and technical expert(s) will work with EIS during the Data discovery, Review and Sign-Off phases.
- b) Provide secure access to the database to be converted in the EIS specified format.
- c) Extract mugshot data from existing JMS system and provide legacy data in common exchange image format including JPEG.
- d) After final data acceptance completion, any changes to the data must be made by manual data entry by the County or agree to a Change Order with EIS.
- e) Understands the data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Review and approve results of test data conversion in the test server.
- h) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.

Dependencies:

1. Provision of the JMS inmate mugshot data in a common data interchange format, preferably .JPG.
2. County JMS subject matter expert to assist with image data mapping and validation.
3. County provided screen shots and output report containing JMS data to assist with conversion mapping.
4. Network Access to the required transaction/interchange point via the County Network.

Completion Criteria:

This task will be completed upon uploading mug shots into the new EIS JMS system the converted data records from the County's existing Intergraph JMS system, as outlined in the Data Conversion and External Conversion sections of the EIS developed project plan and verified by the County as defined in the Acceptance test plan.

User Training and Live Operations

Note: EIS personnel will operate on-site at the County to conduct user training and take the proposed system live.

User Training

Task TRN 1: JMS Administrator Training

Objective: Provide on-site training services in accordance with purchased training services for system administration personnel. Conduct JMS technical and administrative training and supply related system administrative materials as described in the Training Plan. Provide JMS and supporting systems - System Administrator Training.

Note: The administrator training will be performed during the JMS configuration workshop.

Task Description:

EIS will provide training services and assist County administrative staff in the configuration and maintenance of the JMS, application configurations and entry of County-specific information such as code tables, users, system permissioning, etc. along with functional use on the operation and support of the installed JMS system and supporting subsystems

Jail Administration: This course covers use of several supervisory programs; including MNI maintenance, Inmate PIN management, Housing Location Maintenance, Security Maintenance, and Table Maintenance along with specialized reporting function including SSA, SCAAP.

Topics covered include: Maintaining the master inmate identifier, maintaining code tables, maintaining security and program, Configuring and authorizing personnel to use the State Switch permissions.

1 – 8 Hour training class

Responsibilities:

EIS will:

- a) Provide standard training sessions for County administrative personnel on the configuration of JMS databases and entry of County-specific data.

County will:

- a) Determine a primary and minimum of one (1) backup system administrator to receive administrative training.
- b) Develop and enter all County-specific input data that is to be entered manually.
- c) Be responsible for the accuracy and completeness of the data provided and entered.
- d) Ensure the participation of the appropriate personnel in the training session, and general user training.

Completion Criteria:

This task will be completed once on-site training classes for both County staff and County-selected end-users have been conducted, as specified on the training plan detailing the training classes and the training class durations, and when EIS training staff has trained the County administrator on procedures for configuring the JMS databases and entering County-specific data.

Task TRN 2: JMS Technical and User Training

Objective: Provide on-site training services in accordance with purchased training services as specified in the implementation schedule to an estimated 136 JMS system users over 8 classes.

Task Description:

EIS will conduct standard and specialized training courses as detailed in the implementation plan to provide training services and materials to designated County personnel on the use of the JMS system, subsystems or other designated components, as described. Training services have been structured to accommodate between 18 and 20 users per class at a County provided training facility.

Jail User: This is a “hands-on” training course for personnel that will be required to access information and entering data into the EIS JMS system. The course covers all the key modules included in the Jail Management Program, but most time is spent on the core booking, housing and release elements of the module. This class provides a working overview, and County specific guidelines for the appropriate use of the JMS.

Topics covered include: Logging on and starting the program, Program navigation, Use of Code Tables and help facilities, Inmate searching and record reconciliation, booking activities including: inmate identification, arrest information, charge management, housing, movement and classifications. Specific emphasis on data access and forms. Description of data fields and forms, Saving data and Best Operating Practices.

8 – 8 hour classes.

Responsibilities:

EIS will:

- a) Provide standard training sessions for County technical and end user personnel on the operations of the JMS system as specified in the implementation plan.
- b) Training is structured to the requirements of the County. EIS is flexible on course hours, times, days, etc. Courses may be given multiple times to accommodate shift and other scheduling requirements. Scheduling will be developed by County and EIS.
- c) Provides training manuals and any other materials required for the training in electronic format.
- d) Provide knowledgeable training staff to conduct classes

County will:

- a) Designation of a training coordinator that will work with the EIS project manager to schedule training at the County. The training coordinator will be responsible to ensure that County personnel are available, and relieved of routine duties, during scheduled training sessions.
- b) Make arrangements and assignments for all required personnel to attend EIS training with their appropriate functional group. Ensure the participation of the appropriate personnel in the training session, and general user training.
- c) Provide data entry policies and procedures for each functional group.
- d) Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.
- e) Ensure end user system administrative personnel attend and is available during each scheduled training session, and a County subject matter expert to answer policy questions.
- f) Provide a dedicated training area that can comfortably accommodate the scheduled classes. This classroom must accommodate individual workstations for each student. Training is will

be performed on the customer's site using the actual operational system. Training area must also accommodate an overhead projector, projector screen/whiteboard, and include workspace in the back of the room for EIS Personnel.

Completion Criteria:

This task will be completed once on-site training classes for both County staff and County-selected end-users have been conducted as specified on the implementation plan.

Task TRN 3: RMS Administrator Training

Objective: Provide on-site training services in accordance with purchased training services for system administration personnel. Conduct EIS RMS technical and administrative training and supply related system administrative materials as described in the Training Plan. Provide EIS RMS and supporting systems - System Administrator Training

Note: The administrator training will be performed during the RMS configuration workshop.

Task Description:

EIS will provide training services and assist County administrative staff in the configuration and maintenance of the RMS, application configurations and entry of County-specific Information such as code tables, users, system permissioning, etc. along with functional use on the operation and support of the installed RMS system and supporting subsystems.

Topics covered include: Maintaining the master name index, maintaining code tables, maintaining security and program, Configuring and authorizing personnel to use the State Switch permissions. At the completion of the course, the student should be prepared to begin using the new system.

2 – 8 Hour training class

Responsibilities:

EIS will:

- a) Provide standard training sessions for County administrative personnel on the configuration of RMS databases and entry of County-specific data.

County will:

- a) Determine a primary and minimum of one (1) backup system administrator to receive administrative training.
- b) Develop and enter all County-specific input data that is to be entered manually.
- c) Be responsible for the accuracy and completeness of the data provided and entered.
- d) Ensure the participation of the appropriate personnel in the training session, and general user training.

Completion Criteria:

This task will be completed once on-site training classes for both County staff and County-selected end-users have been conducted, as specified on the training plan detailing the training classes and the training class durations, and when EIS training staff has trained the County administrator on procedures for configuring the RMS databases and entering County-specific data.

Task TRN 4: RMS Technical and User Training

Objective: Provide on-site training services in accordance with purchased training services as specified in the implementation schedule to an estimated 300 RMS system users.

Task Description:

EIS will conduct standard and specialized training courses as detailed in the implementation plan to provide training services and materials to designated County personnel on the use of the RMS system, subsystems or other designated components, as described. Training services have been structured to accommodate between 18 and 20 users per class at a County provided training facility. Classes will include base data entry, inquiry and case management training as appropriate for the user's job classification.

Data Entry: A "hands-on" training course for personnel that will be entering data into the EIS RMS system. Training includes the fundamentals of data entry and spans all the key modules included in the Law Entry Program. Specific focus on the County defined data entry policy related to the core crime report entry module. Topics covered include: Logging on and starting the program, Program navigation, Use of Code Tables and help facilities, Using the Master Name and Master Vehicle links. Description of data fields and forms, Saving data and Best Operating Practices.

Data Inquiry: Topics covered include: Searching names via the Master Name Index, Searching vehicle via the Master Vehicle Index, Detailed searches of key modules, Photos and Documents, Finding status via Case Management Searches, Alerts, Finding rejected cases and managing reporting, Use of wild card and keywords – best practices.

Case Management/Workflow: Topics covered include: Approving Crime Reports, Assigning Crime Reports Rejecting and Correcting Crime Reports, Scheduling, Finding and Locating Crime Reports.

17 – eight (8) hour classes.

Responsibilities:

EIS will:

- a) Provide standard training sessions for County technical and end user personnel on the operations of the RMS system as specified in the implementation plan.
- b) Training is structured to the requirements of the County. EIS is flexible on course hours, times, days, etc. Courses may be given multiple times to accommodate shift and other scheduling requirements. Scheduling will be developed by County and EIS.
- c) Provides training manuals and any other materials required for the training in electronic format.
- d) Provide knowledgeable training staff to conduct classes.

County will:

- a) Designation of a training coordinator that will work with the EIS project manager to schedule training at the County. The training coordinator will be responsible to ensure that County personnel are available, and relieved of routine duties, during scheduled training sessions.
- b) Make arrangements and assignments for all required personnel to attend EIS training with their appropriate functional group. Ensure the participation of the appropriate personnel in the training session, and general user training.
- c) Provide data entry policies and procedures for each functional group.
- d) Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

- e) Ensure system administrative personnel attend and is available during each scheduled training session to answer policy questions.
- f) Provide a dedicated training area that can comfortably accommodate the scheduled classes. This classroom must accommodate individual workstations for each student. Training is generally done on the customer's site using the actual operational system. Training area must also accommodate an overhead projector, projector screen/whiteboard, and include workspace in the back of the room for EIS Personnel.

Completion Criteria:

This task will be completed once on-site training classes for both County staff and County-selected end-users have been conducted as specified on the implementation plan.

Cutover to Live Operations

Task GL 1: Jail Production Cutover

Objective: Complete final data conversion and cut over to live operation of the JMS system.

Task Description:

Upon completion of the user training, EIS will conduct a final data conversion and take the JMS system live. EIS personnel will remain on site to assist users with the new system and respond to any issues discovered with the live system. Final data conversion and cutover generally takes 24-72 hours. A data conversion and cutover plan will be included in the Project Plan.

Responsibilities:

EIS will:

- a. Complete a final data conversion.
- b. Assist the County to verify the final converted data.
- c. Assist the County staff in placing JMS into a production status.
- d. Initiate system interfaces as required.
- e. Provide ON-SITE start-up support resources and go-live assistance by EIS technical staff for up to five (5) calendar days post cutover to monitor the subsystem and to respond to issues identified.
- f. Monitor the initial operation of JMS and answer any operational questions raised by the County.
- g. Provide start-up support and any required go-live assistance.
- h. Transition system management to EIS Support services and note go-live start date for Warranty (first year) purposes.

County will:

- a. Place the software into production and begin operational use in consultation with EIS and in accordance with the Project Schedule.
- b. Ensure appropriate County staff is available as required to support transition.
- c. Coordinate with third party vendors as required for interface transition.

Completion Criteria:

This task will be completed once the final data conversion is completed and verified and the JMS system taken live.

Dependencies:

1. Receipt of formal acceptance from County with authorization to proceed to system "Go-Live".
2. Completion of end-user training

Completion Criteria:

This task is considered complete when JMS is placed into production operation.

Task GL 2: RMS Production Cutover

Objective: Complete final data conversion and cut over to live operation of the RMS system.

Task Description:

Upon completion of the user training, EIS will conduct a final data conversion and take the RMS system live. EIS personnel will remain on site to assist users with the new system and respond to any issues discovered with the live system. Final data conversion and cutover generally takes 24-72 hours. A data conversion and cutover plan will be included in the Project Plan.

Responsibilities:

EIS will:

- a. Complete a final data conversion.
- b. Assist the County to verify the final converted data.
- c. Assist the County staff in placing RMS into a production status.
- d. Initiate system interfaces as required.
- e. Provide ON-SITE start-up support resources and go-live assistance by EIS technical staff for up to seven (7) calendar days post cutover to monitor the subsystem and to respond to issues identified.
- f. Provide start-up support and any required go-live assistance.
- g. Transition system management to EIS Support services and note go-live start date for Warranty (first year) purposes.

County will:

- a. Place the software into production and begin operational use in consultation with EIS and in accordance with the Project Schedule.
- b. Ensure appropriate County staff is available as required to support transition.
- c. Coordinate with third party vendors as required for interface transition.

Completion Criteria:

This task will be completed once the final data conversion is completed and verified and the RMS system taken live.

Dependencies:

- 1. Receipt of formal acceptance from County with authorization to proceed to system "Go-Live".
- 2. Completion of end-user training

Completion Criteria:

This task is considered complete when RMS is placed into production operation.

Project Completion and Sign Off

Task COM 1: JMS Go-Live Acceptance

Objective: Complete post go-live final system acceptance with the following tasks associated with the Go-Live acceptance milestones.

Task Description:

Perform a series of acceptance tasks based on the following time periods.

1. Within three (3) days of system “Go-Live” EIS will certify completion of the JMS system installation in writing to the County.
2. Upon receipt of the installation certification (task (a)), EIS and County project managers and KCSO will ensure that all work per this Statement of Work, and any project change orders, has been completed and will acknowledge go-live acceptance of the system in accordance with the Acceptance Plan.

Completion Criteria:

This task is considered complete when the system acceptance criterion, as described in the JMS portion of the Acceptance Plan, has been met and final system acceptance has been acknowledged in writing by the County.

Task COM 2: RMS Go-Live Acceptance

Objective: Complete post go-live final system acceptance with the following tasks associated with the final acceptance milestones.

Task Description:

Perform a series of acceptance tasks based on the following time periods.

1. Within three (3) days of system “Go-Live” EIS will certify completion of the RMS system installation in writing to the County.
2. Upon receipt of the installation certification (task (a)), EIS and County project managers will ensure that all work per this Statement of Work, and any project change orders, has been completed and will acknowledge go-live acceptance of the system in accordance with the Acceptance Plan.

Completion Criteria:

This task is considered complete when the system acceptance criterion, as described in the Acceptance Plan, has been met and final system acceptance has been acknowledged in writing by the County.

Task COM 3: System Delivery Final Acceptance

Objective: Within 30 days of the completion of both the JMS and RMS go-live activities, EIS will certify Final Acceptance with the County. Complete post go-live final system acceptance with the following tasks associated with the final acceptance milestones.

Task Description:

Perform a series of acceptance tasks based on the following time periods.

1. Within three (3) days of system “Go-Live” EIS will certify completion of the JMS system installation in writing to the County.
2. Upon receipt of the installation certification (task (a)), EIS and County project managers and MCSO will ensure that all work per this Statement of Work, and any project change orders, has been completed and will acknowledge go-live acceptance of the system in accordance with the Acceptance Plan.

Completion Criteria:

This task is considered complete when the system acceptance criterion, as described in the Acceptance Plan, has been met and final system acceptance has been acknowledged in writing by the County.

Exhibit A - Change Order Form (standard)

Change Order Agreement

SECTION A. CHANGE ORDER DESCRIPTION

CR #:		Date:	
Client Name:	Kitsap County, WA	Requestor:	
Project Name:	Kitsap County RMS & JMS	Priority:	
Impact Area:		Target Date	

This document incorporates by reference the existing contract _____ dated _____.

Short Description of Change:

Modify existing agreement to include

a.

Detail Description of Change:

1. Modify existing agreement to include.....

a.

Kitsap County Sheriff's Office Financial/Cost Impact

SECTION B: IMPACT STATEMENT

Conditional Payment:
Schedule Impact:

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS CHANGE ORDER, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SERVICES DESCRIBED HEREIN CONSISTS OF THIS CHANGE ORDER. THIS STATEMENT OF THE CHANGE ORDER SUPERSEDES ALL PROPOSALS OR OTHER PRIOR ACKNOWLEDGEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THIS SUBJECT.

Change Order Agreed to:

EIS

DocuSigned by:
Justin Davis
By: _____
11F1508E06AD42C...

Authorized Signature

Name: **Justin Davis**
Title: **VP Operations**
Date:

Change Order Agreed to:

County

By: _____

Authorized Signature

Name:
Title:
Date:

Exhibit B - Minimum Hardware Standards

Exhibit C - RACI Template

Kitsap County Responsibility Matrix

Project Name: Kitsap County RMS and JMS Regional System

Project Manager:

Stakeholders

RMS & JMS Activities	Name EIS Project Mgr	Name County Project Mgr	Name Sponsor	Name Tech Lead	Name Finance	Name IT Analyst	Name Business Lead	Name Testing
Initiation (Concept Phase)								
Project Request	P S		S	-	S	-	-	-
Define Objectives, Deliverables	A		A	I		-	I	-
Project Organization	A		I	I		-	I	I
Cost Estimate	P		P	I	A	I	P	I
Risk Assessment	P		I	P		P	P	P
Justification statement	I		P	I		I	I	-
Develop Project Charter	A		S	S	S	I	S	I
Elaboration (Planning Phase)								
RFP Development								

Vendor Selection								
Scope Statement								
WBS								
Project Schedule								
Communications Plan								
Project Budget								
Quality Plan								
Use Case Analysis								
Specifications								
Architecture								
Design								
Prototypes								
Test Plan								
Construction (Execution Phase)								
Product Development								
Quality Control (e.g. testing)								
Quality Assurance								
Documentation								
Training development								
Configuration Management								
Transition (Testing / Rollout Phase)								
System testing								

Rollout								
User training								
Project Close								
Lessons Learned								

<u>Code</u>		
A	Accountable	Responsible for success/failure of this activity
P	Participant	Actively participates in the activity
R	Review	
R	Required	This person must review the output of this activity
I	Input Required	Project Team needs input from this person in this activity
S	Sign-off	Must sign-off the appropriate
S	Required	document



SUPPORT SERVICES AGREEMENT

THIS SUPPORT SERVICES AGREEMENT (the “**Agreement**”) is made and entered into this ___ day of _____, by and between Kitsap County, a Washington state municipal corporation Hereinafter referred to as the County “**County**”, and Executive Information Services, Inc., hereinafter referred to as “**Contractor**” or “**EIS**”.

WHEREAS, the Contractor has agreed to sell and County County agreed to purchase support services described in the Schedule of Support Services (“**Support Services**”), attached hereto as Schedule “A” and incorporated herein.

1. **GENERAL SCOPE OF SERVICES.** Contractor agrees to furnish to the County the Support Services in accordance with, this Agreement, and the Schedules attached hereto and incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the KC-528-20 Public Safety Records and Jail Records Management Software Contract (“Contract”).
2. **TERM.** This Agreement shall commence on the Go-Live Date as that term is defined in the Contract (the “Effective Date”) and shall be coterminous with the Contract term (the “**Initial Support Term**”), unless and until terminated or extended as provided herein. Thereafter, this Agreement may be renewed by mutual agreement and by payment of Contractors’ then current fees for Support Services (each a “**Support Renewal Term**”). The Initial Support Term and any Renewal Term shall collectively be referred to as the “Term”.
3. **SUPPORT FEE.** The initial 12 month term commencing on the Go-Live Date is a warranty period. Following the initial 12 months, the County agrees to pay the Contractor for the services and equipment herein as provided in Appendix C (Cost Proposal) of the Contract (the “**Support Fees**”).

EIS Products covered by this agreement and cost breakdown:

- a. Support Services for **{JMS and RMS}** _____
- b. Subscription/Support Services for **{Citizen Service Portal}** _____

4. **PAYMENT.** County will pay Contractor the Support Fees specified above. Payment of the applicable fees is due prior to the commencement of Support Services. Contractor will invoice for the Support Fees annually in advance. All payments hereunder are non-refundable. The Support Fees do not include sale taxes. County agrees to to pay all sales and use taxes imposed on goods or services acquired hereunder as required by law within their contracted rate which shall be added to each invoice to County as appropriate. County shall reimburse Contractor for all reasonable travel and out of pocket expenses. All travel expenses must be preapproved in writing by the County prior to commencement of travel.



5. **RESTRICTIONS.** In addition to the exclusions set out in Schedule "A", (a) Contractor shall have no obligation to provide Support Services if County fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement or the Sales, Service and License Agreement. (b) Contractor shall have no obligation to provide Support Services for any system component that has been modified by the County or any third party without express written approval by Contractor. (c) County agrees to provide Contractor with access to facilities and equipment as are reasonably necessary for Contractor to perform its obligations, including remote access subject to any Contract restrictions provided to Contractor in writing.
6. **WARRANTY.** Contractor agrees to perform the Services in a professional manner and as otherwise set forth in this Agreement and the Contract.
7. **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 6, SUPPORT SERVICES AND ALL DOCUMENTATION AND OTHER MATERIALS AND SERVICES ARE PROVIDED TO CUSTOMER, "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

CONTRACTOR, ITS AFFILIATES, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SUPPORT SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

8. **LIMITATION OF LIABILITY.** TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES, SUPPLIERS, LICENSORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND

NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CONTRACTOR, ITS AFFILIATES, SUPPLIERS, LICENSORS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND COUNTY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT THAT IS EQUAL TO THE SUPPORT FEES PAID TO CONTRACTOR BY AGENCY FOR THE THEN CURRENT TERM WHICH SHALL IN NO EVENT BE GREATER THAN THE AMOUNT OF SUPPORT FEES PAID IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.



9. **TERMINATION.** This Agreement may be terminated as follows:

(a) Either party may terminate this Agreement effective immediately upon written notice to the other party to that effect, if the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) days of written notice of such breach by the non-breaching party.

(b) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(c) This Agreement shall automatically terminate in the event that the Sales, License and Services Agreement entered into between the parties terminates or expires.

(d) CONTRACTOR may terminate this Agreement upon 30 days prior written notice to the COUNTY, if County fails to pay any Support Fees when due.

(e) Either party may terminate this Agreement for convenience upon 60 days prior written notice to the other party.

10. **OTHER SERVICES.** Professional services (training, project management, data conversion, general consulting, etc.), not support related, are not included in the services provided under this agreement and can be provided to the COUNTY on request at the then-current rate for the applicable service.

11. **DELIVERY OF NOTICES.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR: Executive Information Services, Inc.
1396 NE 20th Avenue, Suite 100
Ocala, FL 34470

CUSTOMER: Administrative Lieutenant
Kitsap County Sheriff's Office
614 Division Street MS-37
Port Orchard, WA 98366

Director, Information Services Dept



Kitsap County
614 Division Street MS-21
Port Orchard, WA 98366

Such notice shall be deemed made when personally delivered or in 5 days after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

12. GENERAL.

- a. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of Agreement by reason of any default, delay, or failure to perform any of their respective obligations in relation to the Agreement, if the delay or failure was due to any cause beyond the party's reasonable control and without fault or negligence. Circumstances deemed to be beyond the control of the parties hereunder include, without limitation, but are not limited to, acts of God or of the public enemy; insurrection; acts of the federal government or any unit of state or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay or as otherwise agreed to in writing by the parties.
- b. **Entire Agreement.** The parties acknowledge the Contract together with the EIS SSLA, Statement of Work, this EIS Support Services Agreement, all other Attachments to the Contract, and any Schedules to such Attachments and SOWs, is the product of negotiation between the parties and represents the entire agreement and understanding of the parties with respect to its subject matter. All previous agreements, understandings, and representations, whether oral or written, entered into prior to the Contract are hereby revoked and superseded by the Contract. The terms, provisions, or conditions of any purchase order or other business form or written authorization used by County will have no effect on the rights, duties or obligations of the parties under this Contract, regardless of any failure of Contractor to object to those terms, provisions or conditions.
- c. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- d. **Modification.** This Agreement may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both COUNTY and CONTRACTOR.
- e. **Governing Law.** The Contract has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its

construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of the Contract or any provisions hereto shall be instituted only in courts of competent jurisdiction within Kitsap County, Washington or in a federal court nearest to Kitsap County, unless otherwise required by law.

- f. **Mediation.** The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location in Kitsap County or such other mutually agreed upon location; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator, unless otherwise agreed to by the parties. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.
- g. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.
- h. **Relationship.** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or County relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- i. **Allocation of Risk.** County acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Contractor and County and set forth an allocation of risk reflected in the fees and payments due hereunder.
- j. **Survival.** The following sections and articles shall survive the termination or expiration of this Agreement: Sections 1 (General Scope of Services), 3 (Support Fees), 4 (Payment), 5 (Restrictions), 7 (Disclaimer), 8 (Limitation of Liability), 10(Other Services), 11(Delivery of Notices), 12 (General), and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder; unless and until waived expressly in writing by the party to whom they are the benefit.
- k. **Waiver.** A waiver of a default of any part, term, or provision of this Agreement or failure to enforce any provision of this Agreement shall not be construed as a waiver of any



subsequent default or as a waiver of the part, term, or provision itself. All waivers must be in writing

- I. **Notice.** Any notices, demands and other communications required by this Agreement will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice will be deemed to be given five days following the date of mailing, or immediately if personally served. Each party will designate a contract representative, which may be changed by providing 15 days' prior notice to the other party.

TO CONTRACTOR: Executive Information Services, Inc.
1396 NE 20th Ave. Suite 100
Ocala, FL 34470

With a copy to: N. HARRIS COMPUTER CORP.
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: General Counsel
Telephone: 613-226-5511, Ext. 2149

TO County's Representatives:

Administrative Lieutenant
Kitsap County Sheriff's Office
614 Division Street
Port Orchard, WA 98366

Director, Information Services Dept
Kitsap County
614 Division Street
Port Orchard, WA. 98366

13. STAFF REQUIREMENTS

- a. The CONTRACTOR must submit the names, dates of birth, and/or fingerprints of any persons assigned to provide the COUNTY services, so that KCSO may conduct a background check prior to any onsite visits and/or access to County databases or interfaces. All such information shall be deemed Confidential Information of CONTRACTOR and subject to County's obligations of confidentiality set out in Section 20 of the EIS SSLA.
- b. While at County facilities, CONTRACTOR'S Personnel shall conduct themselves in a businesslike professional manner, treat employees courteously, and comply with reasonably safety practices, adhere to no-smoking ordinances, and the COUNTY'S drug-free workplace policy provided such practices and policy have been provided to Contractor in advance. The COUNTY has the right to request the removal of any CONTRACTOR employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.



- c. If during the Contract term, the COUNTY determines in good faith that the continued assignment to the Contract of any CONTRACTOR’S Personnel (including CONTRACTOR’S key personnel) is not in the best interests of the County, acting reasonably, the parties will attempt to resolve the COUNTY’S concerns on a mutually agreeable basis. If the parties are unable to resolve the COUNTY’S reasonable concerns within ten (10) business days, the CONTRACTOR will remove that person from the position and shall timely propose to the COUNTY the assignment of another individual of suitable ability and qualifications.

- d. With respect to all other CONTRACTOR’S Personnel, CONTRACTOR will use its commercially reasonable efforts to ensure the continuity of its assigned suitable and qualified personnel performing services under the Contract. The CONTRACTOR shall not transfer, reassign or remove key personnel (except as a result of voluntary resignation, involuntary termination for cause, illness, disability, or death) during the specified period in the Scope of Work without the County’s prior approval, which will not be unreasonably withheld.

Executive Information Services, Inc.

DocuSigned by:

Todd Richardson

TDA0B8789CE94EC...

Todd Richardson

CFO Executive Information Services

DocuSigned by:

Gregg Merlihan

AA02924E480643C...

Gregg Merlihan

SEVP Executive Information Services

DocuSigned by:

Jeff Pugh

BC2099566D74E41C...

Jeff Pugh

EVP Executive Information Services

KITSAP COUNTY

John Gese

Kitsap County Sheriff

DATED this ___ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

ROBERT GELDER, Chair



EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



Schedule "A"
Executive Information Services, Inc.
SCHEDULE OF SUPPORT SERVICES

1.0 SUPPORT SERVICES

Executive Information Services, Inc. will provide Support Services (as that term is defined in Section 2.0) for licensed Software (as that term is defined in this Section 1.0) in accordance with the provisions of this document.

GENERAL PROVISIONS. Standard Support Services only relate to EIS application software that is validly licensed by Customer pursuant to a Sales, Service and License Agreement that is in effect between Customer and EIS (the "Software"). Support Service plans do not cover computer hardware, operating systems, e-mail systems, networks, network operating systems, or other computer or network components whether or not they were provided by Contractor. Support Services do include limited diagnostic services and coordination with hardware support vendors, communications vendors, E911 vendors, radio console vendors, and other involved third parties. All charges by third parties for system software licenses, cabling, hardware components, etc. are the responsibility of the County.

SUSPENDED SERVICE. Contractor will suspend Support Services on any County with an outstanding invoice more than 90 days in arrears. Agencies with suspended Support Services may have service reinstated by paying all back-due service fees, the annual support fee for the current period, and the then-current reinstatement fee. In the event that County terminates this Agreement or elects not to renew this Agreement and allows Support Services to lapse, in order to reinstate Support Services County will be required to enter into a new Support Services Agreement and will be required to pay all back-due Support Fees that would otherwise be applicable to the lapsed period in addition to the then current Support Fees for the new term.

CONTRACTOR QUALIFICATIONS. Contractor has and will maintain the personnel, experience and knowledge necessary to qualify Contractor to perform the duties under this agreement.

DOJ COMPLIANCY. Contractor support personnel have undergone background checks. Agencies that require a CJIS vendor contract or need to maintain additional validation related to Contractor support personnel should contact EIS Support.



2.0 LISTING OF SERVICES

EIS provides the following software and technical support services and reserves the right to change or modify the services at any time and upon 45 days' notice to County (the "Support Services"). EIS will use commercially reasonable efforts to provide solutions for any problem or issue reported and determined to be in the EIS Software or documentation. While it is EIS's goal to provide an acceptable resolution for all incoming service requests, EIS cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved.

EIS personnel, when accessing County's network through a remote access connection and when providing on-site Support Services, shall comply with the County policies provided to EIS in advance regarding security, safety and professional conduct.

1. Telephone Technical Support—County has access to EIS qualified technical and applications support personnel via the Call Center number listed herein. EIS will use reasonable efforts to resolve any query relating to EIS licensed Software or its use or operation by County.
2. Software Remediation—EIS will use its reasonable efforts to correct or circumvent any reported reproducible error in licensed Software in order to bring the Software into material conformance to the then current published documentation.
3. Diagnostic Services—Support Services include diagnostic services that may be reasonably required to correct reproducible errors or malfunctions in the licensed Software. EIS will also work closely with County personnel where necessary to coordinate repair efforts with other vendors or in-house technicians.
4. Interface Maintenance—Support Services on State Interface Gateways includes programming modifications mandated by State Agencies and agreed to by EIS in writing (subject to EIS' right to charge additional fees for custom components for County and the change management process). New state switches requiring new gateways and completely different protocols or message formats may be subject to additional charges. Due to variability, changes to E-9-1-1 interfaces may be subject to additional charges. All other third party interface support is subject to additional charges.
5. System Notification Service—Periodically EIS releases electronic bulletins or newsletters designed to alert users to potential problems with EIS systems, virus threats, or provide best use recommendations.
6. General Systems Consulting—EIS provides limited consulting services when related to EIS products and product use within the County.
7. Software Updates—"Updates" means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality that EIS makes generally available to its customers as part of its Support Services. Minor Updates are included in standard service plans. Minor Updates are normally provided via remote support facilities and do not involve on-site visits. Additional service packs or updates may be applied depending on individual County



circumstances. “**Upgrades**” means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software, that require significant database changes, data conversions, re-installation of software systems, or extensive operator training, that EIS makes generally available to its customers and are subject to additional charges. Charges for major Upgrades depend on the scope of the changes, size of the County, required days on site, and other factors related to implementation costs.

Updates are scheduled with each County on a case by case basis and County has the option to accept or decline any update provided that EIS shall no longer be obligated to perform certain obligations pertaining to the fix provided in the Update as further described herein or in the EIS Sales, Service and License Agreement in the event that the County has failed to install any Update. Due to variables in scheduled feature sets and program development, no guarantees of releases or release dates for any software are made. When Updates are anticipated, County will be provided the release notes corresponding to the Update.

8. Documentation Updates—Updated documentation for every release, Update or change to the system will be provided embedded within the application Software as part of the distribution software.

REMOTE ACCESS SUPPORT

Support Services are normally provided via a remote access connection to the County. This is normally done via a high speed Internet connection from the EIS Support Center to the customer site. EIS can provide programs for a secure link or will work with most existing County VPN’s or security appliances. Low speed connections can degrade the ability of EIS to respond to client requests or provide updates. Remote Support Services include Updates, diagnostic services, and client initiated remote desktop sessions. At the County’s option, prior to establishing an attended connection, EIS will email a connection notification to a defined email at the County indicating that an external connection will be established to the County’s system. If the connection to the County’s servers result in the resolution of the reported issue, a SR closing email would be sent to the County’s notification list.

ON-SITE SUPPORT

EIS will provide on-site support, if deemed required by EIS, in consultation with the COUNTY and subject to the restrictions on travel expenses set forth in paragraph 4 of the Agreement. This is usually reserved for critical failures that render the system inoperable or seriously degrade system performance. Response time is dependent on distance, severity of the errors, and other factors and is coordinated with the designated County project manager.

3.0 SERVICE REQUESTS

A Service Request (SR) may be filed by County for any operational problem or Software error. An error is any reported malfunction or other defect in the EIS licensed Software that can be reproduced by EIS



and that constitutes a non-conformity from the product documentation provided by EIS to Customer under the Sales, License and Services Agreement.

Regardless of how submitted, all Service Requests are documented in an on-line database at the EIS customer support WEB site along with remedial actions and other pertinent data.

SERVICE REQUEST SUBMISSION

Service Requests can be submitted by any means convenient to County; phone, fax, e-mail, or WEB. Critical high priority service requiring immediate assistance should be submitted by phone to the EIS Call Center. This is available 24 x 7. We request after hours calls be limited to emergency, priority 1 calls. Unless restricted by County, EIS will accept routine and emergency calls from any County personnel. Contact numbers and addresses are:

Mailing Address: Executive Information Services, Inc.
1396 NE 20th Avenue, Suite 100
Ocala, FL 34470

Call Center: (208) 580-0400
Fax Number: (209) 370-9921
WEB Site Address: www.goeis.net
Support Portal: www.portal.goeis.net
E-Mail Address: support@goeis.net
Automatic Problem Report: support@goeis.net

SUBMISSION GUIDELINES

1. Critical issues should be reported by telephone to the EIS Call Center (208) 580-0400
2. Issues and service requests can be submitted by any of the following.
 - a. Contact the EIS Call Center by telephone at the above number.
 - b. Send an e-mail with pertinent details on the issue to support@goeis.net. This will create an automatic service request in our system and notify support technicians. You will be provided details by return e-mail and your issue will be reviewed within 24 hours.
 - c. Log onto our support WEB site and submit the issue.
3. In all cases, the following details should be provided.
 - a. Full contact information including your name, your County, contact phone number and e-mail address.
 - b. The particular program or product that is causing the issue.
 - c. All details you have on the issue.
 - d. Date/time the issue occurred
 - e. Workstation/Server where the issue occurred
 - f. Symptoms of the problem. What error message displayed.
 - g. Did the problem occur once or often? Is the problem erratic or consistent? Can the problem be duplicated and if so, what are the steps to duplicate it.



- h. Enclose a screen shot if possible.
4. An automated system response is sent to the originator and designated County contacts when the service request is created in the system and whenever key details on the service request change in the system.
 5. An County can check their service request status at any time at the EIS Service Request portal above.

SERVICE LEVEL RESPONSE

Each Service Request is assigned a priority based on its severity and disruption to the County. EIS has set the following priorities guidelines.

Priority	Level	Description	Processing
1	Critical	A major system or sub-system has failed and become inoperable. For example CAD has failed. County cannot perform a critical job function. County has initiated support request via direct telephone to EIS support desk.	Service is continuous. If the issue cannot be resolved by the answering technician, then escalation is immediate. Response time will vary from immediate to within several hours, but will not be longer than 2 hours
2	High	A major component or sub-system has failed. For example a state interface has failed and is seriously degrading the CAD system. County job function is degraded or limited. County has initiated support request via direct telephone to EIS support desk.	Service is determined by the nature of the problem and consultation with the County. The problem is given priority support and may be escalated as necessary.
3	Medium	A processing error has occurred or there is an error in processing. For example a data field is not saving in a report, a report has incorrect totals, etc. County experiences intermittent problem or minor degradation.	Service is routine. Escalation depends on circumstances. Program errors may be fixed by service packs, delayed to regular releases, or work-arounds applied as necessary.
4	Low	Low priority. Error in provided component causing operational function/feature to occasionally fail or cause minor inconvenience.	Service is generally handled in the course of regular system updates. Will be addressed as soon as feasible for EIS
5	Enhancement	Modification to the behavior of an existing feature, or the addition of a new feature/function or report at the request of the County.	Enhancement request is reviewed and slated for development as determined by the EIS software review team. Enhancements are provided in the course of regular system updates. No commitment of delivery by EIS unless contractually stated.

SERVICE REQUEST ASSIGNMENT

Each service request submitted is assigned to an EIS support technician that has responsibility for resolving the issue, keeping the County notified of progress on the issue, and ultimately resolving and closing the issue. The assigned person is provided in an automatic response to the requestor and is available on the support WEB portal. You may contact the assigned person at any time for an update on the status of the Service Request, to update priority, or to discuss additional details on the issue.

SERVICE REQUEST STATUS

Each Service Request is assigned a status. Status codes are:



OPEN	The SR is actively being worked on by EIS
COMPLETE	EIS has completed all work on the SR and is waiting authorization to close it.
CLOSED	The SR is no longer active in the system. Closed SR's are no longer tracked by EIS.

ESCALATION

EIS has designated a group of senior technical and programming resources that are available for critical service requests that cannot be handled in the course of normal business. This team is notified immediately on all priority 1 service requests and notified when appropriate on other critical issues. EIS management reviews all escalated and priority 1 critical service requests on a weekly basis. In the event issues have not been resolved to the County's satisfaction, the issue may be escalated to the Vice President of Client Services.

CLOSING SERVICE REQUEST

Service requests are closed based on consultation with County. A completed service request has its status changed to COMPLETE by EIS pending consultation and review for closure. An EIS representative will review the case with the originator or with a designated County contact before closing the support request. This may be by e-mail or phone as is most convenient. If a timely contact cannot be established for review, EIS will close the request.

An automatic system response is sent to the originator and all designated County contacts when a service request is closed.

PRODUCTION SYSTEM

Standard Support Services and escalation apply to County production use Software. Licensed EIS Software on test, training, development, or other non-production systems receives a medium level response and is scheduled in consultation with the County.

EXCLUSIONS

1. EIS assumes no responsibility for computer hardware or third party software including operating systems, communications circuits, electronic mail systems, overall network performance, user profiles, and other network management functions.
2. Data backup and integrity checking is the responsibility of the County.
3. Virus protection, system intrusions, security breaches, and malware protection are the responsibility of the County, unless it was an industry known virus, malware, or other harmful code included in the Software as and when delivered by EIS.
4. Table maintenance, including offense code tables, are the responsibility of the County. EIS provides utility and maintenance programs that facilitate this.



5. Access Control and security setup for County users is the responsibility of the County. EIS provides utility programs that facilitate this.
6. Errors caused by mis-use, use on inadequate or out of date hardware or operating system software. Errors caused by conflicts with other third party or County provided software.
7. New custom reports or report modifications are not included in standard Support Services.
8. If required, EIS may provide release notes, on-line tutorials or other training on new features or operational problems under the service agreement. Full training for new users or general training for the County that requires on-site services is not included in the standard Support Services. Release notes will be provided at no charge to the County.
9. EIS shall not be required to provide Support Services for any non-current versions of the Software for errors or deficiencies in the Software for which an Update has been provided to CUSTOMER that CUSTOMER elected not to accept and install.

ENHANCEMENT REQUESTS

Requested system enhancements, including new report requests, are considered for inclusion in EIS products at EIS's sole option. No guarantee of implementation is made and no timeframes are provided for any requested enhancements. *Enhancements and product content and feature sets are at the sole discretion of EIS. Custom feature requests are not included in standard support plans.* Any feedback, ideas, and suggestions for enhancements to EIS Software that County submits will become the property of EIS. EIS may use this information for any EIS business purposes, without restriction, including for product support, development, for sale, license or other transfer to third parties without any obligation to County.

4.0 COUNTY RESPONSIBILITIES

The level of service EIS can provide is dependent upon the cooperation of the County and the quantity of information that the County can provide. If the County cannot reproduce a problem or if the County cannot successfully gather adequate troubleshooting information, EIS may not be able to ultimately resolve the problem. Careful submission of service requests is an important County responsibility.

FACILITY, SYSTEM AND DATA ACCESS

In order to provide County with technical support, EIS may need to remotely access County computing environment. This access is for diagnostic, backup, or data recovery purposes only. Access methods and procedures are worked out with each customer individually. As part of Support Services, EIS may be given access to your data and may temporarily copy all or parts of databases from your systems. All data that is provided or made available to EIS by the County under this



Agreement shall be governed by the terms of Section 14.3 of the Contract. EIS shall treat all such data as Confidential Information of the County. Data is not permanently retained and is destroyed when no longer required for diagnostics. County is notified of any data access in advance. If on-site services are required, EIS will require access to facilities and equipment on-site. Contractor shall keep all Confidential Information in confidence, and take those steps that it takes to protect its own confidential and proprietary information, which shall be no less than reasonable, to protect the Confidential Information from unauthorized use, access, copying or disclosure. Contractor shall not disclose or release Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that Contractor shall first give reasonable notice to County prior to such disclosure so that the Contractor may obtain a protective order or equivalent and provided that the Contractor shall comply with any such protective order or equivalent. Contractor agrees not to disclose or release such Confidential Information to any third person without the prior written consent of County, except for authorized employees or agents of COUNTY who have a need to know such information for the purpose of performance under this Agreement, and who are bound by confidentiality obligations at least as protective of County's Confidential Information as this Agreement. Contractor shall not copy Confidential Information, in whole or in part, except as authorized by County in writing.



County Information

County: _____

Address: _____

Main Phone: _____

Primary Contact: _____

Title: _____

Phone: (____) _____ Extension _____

E-Mail _____

Additional Contact: _____

Title: _____

Phone: (____) _____ Extension _____

E-Mail _____

Additional Contact: _____

Title: _____

Phone: (____) _____ Extension _____

E-Mail _____

Additional Contact: _____

Title: _____

Phone: (____) _____ Extension _____

E-Mail _____



Support System Notification List

Name	Title	E-Mail	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please return this information to:

Executive Information Services, Inc.
1396 NE 20th Avenue, Suite 100
Ocala, FL 34470

support@goeis.net
FAX: (209) 370-9921

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

License Number:

Principal:

RCW:

From: To:

Penalty Due:

Wage Due:

[Download all debarment data](#)

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.									