

CLARK COUNTY STAFF REPORT

DEPARTMENT: Application Services and Sheriff's Office

DATE: April 19, 2016

REQUESTED ACTION:

Authorize the County Manager to sign the Change Order Agreement with Executive Information Services, Inc. (EIS) for the procurement, licensing, and maintenance of a Criminal Records Management System.

BACKGROUND

The County Sheriff and Chief Information Officer (CIO) have a shared desire to acquire a Records Management System (RMS) that fully integrates with the existing Jail Management System (JMS) and meets the operational needs and requirements of the Sheriff's Office, the Prosecutor's Office and the Courts. For the last several months, the Sheriff's Office and other stakeholders have been evaluating RMS system options, including the RMS module offered by EIS.

On February 23, 2016, the County Council approved Resolution #2016-02-12, which authorized the initiation of contract negotiations with EIS to acquire the RMS that fully integrates with the vendor's JMS. Following six weeks of intensive scoping, plan development, and negotiation with EIS, the Sheriff and the CIO have developed the attached Change Order Agreement that, if approved, will complete this process to enable the procurement, licensing, and maintenance of the vendor's RMS.

Highlights of the Change Order Agreement include:

- Accelerated implementation to meet year-end deadline
- One-time implementation costs that are within remaining project budget
- Ongoing system costs 40% below RegJIN subscription costs; fixed for five years
- Scalable roll-out plan enables interested City PDs to join the system now or in the future

The Sheriff Office, with substantial input from other County L&J departments and City PDs, has determined that the EIS Records Management System provides the necessary functionality, integration and usability to meet our collective needs. The Sheriff and CIO recommend approval of the Change Order Agreement.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no anticipated local policy changes.

COUNCIL POLICY IMPLICATIONS

There are no anticipated policy implications for the Board of County Councilors.

PREVIOUS REVIEWS AND ACTIONS

- Staff Report #SR 056-15; approved Mar 24, 2015, authorizing contract with EIS for JMS.
- Staff Report #SR 044-16 and Resolution No. 2016-02-12 approved Feb. 23, 2016, authorizing initiation of contract negotiations with EIS for an RMS through a sole source purchase.

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

SUBMITTED BY: Darin Rouhier
DATE: April 11, 2016

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DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:

DEPARTMENT APPROVALS:



Darin Rouhier
Sheriff's Office Finance Manager



Mike Cooke
Undersheriff



Sam Kim
Chief Information Officer

Attachments:

- a. Change Order Agreement (CR #16 RMS)
- b. Exhibit H – RMS pricing and delivery amendment.
- c. Exhibit I – RMS Software License amendment.
- d. Exhibit J – RMS annual support amendment.
- e. Exhibit K – RMS Statement of Work – RMS
- f. EIS Pricing Proposal (#16057 Rev 4)

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: APR. 19, 2016

SR# SR 083-16

COUNTY MANAGER ACTION\RECOMMENDATION

By: Mark McCauley
Date:
SR Number:

REQUESTED ACTION:

Authorize the County Manager to sign the Change Order Agreement with Executive Information Services, Inc. (EIS) for the procurement, licensing, and maintenance of a Criminal Records Management System.

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
<i>Approval</i> denial	<i>Enter conditions or requests here</i>	Yes <i>No</i>


Mark McCauley
Acting County Manager

DISTRIBUTION



Change Order Agreement

SECTION A. CHANGE ORDER DESCRIPTION

CR #:	16	Date:	4/12/2016
Client Name:	Clark County, WA	Requestor:	Agency
Project Name:	Clark County	Priority:	High
Impact Area:	Software Deliverables	Target Date	TBD

This document incorporates by reference the sole source resolution under Resolution No. 2016-02-12. Due to the issues with the County contracted software system currently under contract and the need to coordinate source codes with the existing EIS system, the Council concluded that EIS should be considered the sole source available for Clark County.

A new agreement is not warranted in light of the fact that existing work is being done by EIS; the contract into which this Change Order will be incorporated is detailed and complex; and incorporation accomplishes the same goal and is more efficient than adoption of a new nearly identical agreement.

Short Description of Change:

Modify existing agreement to include the licensing and services required to support the delivery of the EIS PS.NET/RMS system to support multiple agencies as specified in the software license.

Inclusion referenced Exhibits to Master Agreement # SH 15-17:

- a. Exhibit H – RMS pricing and delivery amendment.
- b. Exhibit I – RMS Software License amendment.
- c. Exhibit J – RMS annual support amendment.
- d. Exhibit K – RMS Statement of Work - RMS

1. Modify existing agreement to include the licensing and services supporting the delivery of the PS.NET/RMS (Law Enforcement Records Management) Server components for the Clark County Sheriffs Office. Exhibit I Attached.

2. Modify existing agreement to include the licensing and services supporting the delivery of the PS.NET/RMS (Law Enforcement Records Management) Application Software Licenses for the following agencies:

- Clark County Sheriff's Office
- Battle Ground Police Department
- Camas Police Department



- DTF
- Ridgefield Police Department
- Washougal Police Department
- WSU Police Department

Exhibit I Attached.

3. Modify existing agreement to include the licensing and services supporting the delivery of the PS.NET/Civil (Civil Process Management) for the Clark County Sheriff's Department. Exhibit I Attached.

4. Modify existing agreement to include the additional installation and training services associated with the amended software. Exhibit I Attached.

5. Modify existing agreement to include the additional data conversion services associated with the additional RMS specific conversion activities. Re Exhibit I Attached.

6. Inclusion referenced Exhibits to Master Agreement # SH 15-17:

- a. Exhibit H – RMS pricing and delivery amendment.
- b. Exhibit I – RMS Software License amendment.
- c. Exhibit J – RMS annual support amendment.
- d. Exhibit K – RMS Statement of Work - RMS

Clark County Sheriff's Office

The cost associated with this change order is \$719,740.00 USD as referenced in Exhibit H, and itemized in the attached pricing document - Proposal Number: 16057 Rev4.



SECTION B: IMPACT STATEMENT

Conditional Payment:

The cost associated with this change order is \$719,740.00 USD as referenced in Exhibit H, and itemized in the attached pricing document - Proposal Number: 16057 Rev4. All other provisions of the original agreement executed stand as agreed.

Schedule Impact:

The addition of the RMS software and the Civil Process software will necessitate additional installation, data conversion, and training services to be provided by EIS. It is anticipated that the additional delivery activities associated with this change order will be divided into deliverable phases in accordance with the RMS project plan. It is anticipated that the deployment of the RMS and all supporting components require approximately 12-15 months to complete. The addition of the RMS will have no impact on the deliverables associated with the JMS deliverables or schedule.

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:
Provider

By: _____

Authorized Signature

Name: Adam Missler
Title: Vice President, Sales & Business Development
Date: 4/12/2016

Change Order Agreed to:
Buyer

By: _____

Authorized Signature

Name: MARK MCCAULEY
Title: ACTING COUNTY MANAGER
Date: APRIL 19, 2016

Approved as to form only:

By: _____
Deputy Prosecuting Attorney



SECTION B: IMPACT STATEMENT

Conditional Payment:

The cost associated with this change order is \$719,740.00 USD as referenced in Exhibit H, and itemized in the attached pricing document - Proposal Number: 16057 Rev4. All other provisions of the original agreement executed stand as agreed.

Schedule Impact:

The addition of the RMS software and the Civil Process software will necessitate additional installation, data conversion, and training services to be provided by EIS. It is anticipated that the additional delivery activities associated with this change order will be divided into deliverable phases in accordance with the RMS project plan. It is anticipated that the deployment of the RMS and all supporting components require approximately 12-15 months to complete. The addition of the RMS will have no impact on the deliverables associated with the JMS deliverables or schedule.

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:
Provider

By: _____

Authorized Signature

Name: Adam Missler
Title: Vice President, Sales & Business Development
Date: 4/12/2016

Change Order Agreed to:
Buyer

By: _____

Authorized Signature

Name: MARK McCAULEY
Title: ACTING COUNTY MANAGER
Date: APRIL 19, 2016

Approved as to form only:

By: _____
Deputy Prosecuting Attorney



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

PRICING PROPOSAL

Agency: Clark County - Information Services Department
Address: 1300 Franklin, County IT Suite 530
Address: Vancouver, WA 98660
Contact: Weesner, Melissa (Melissa.Weesner@clark.wa.gov)
Telephone: (360) 397-6121 ext. 4952

Proposal Number: 16057 Rev 4
Proposal Creation Date: April 7, 2016
Qbasis: D
Proposal Expiration Date: June 15, 2016
Prepared By: A. Missler

PS.NET System Components

	<u>Software Licensing</u>	<u>Services</u>	<u>2nd Y Support</u>
RMS Software Licensing	\$298,000.00		\$44,700.00
WACIC Message Keys	\$63,600.00		\$9,540.00
Interface Development	\$140,000.00		\$21,000.00
Civil Process Module License and Customizations	\$56,000.00		\$8,400.00
Data Conversion (EPR and Verstatern)		\$90,000.00	
Installation Services		\$75,100.00	
Training Services		\$24,000.00	
Travel and Per Diem Expenses		\$28,800.00	
	\$557,600.00	\$217,900.00	\$83,640.00
	SUB-TOTAL	\$775,500.00	
	EA Discount 10% software	-\$55,760.00	
	TOTAL	\$719,740.00	\$83,640.00

Proposal includes licensing and installation services for a **multi-agency license hosted by the Clark County Sheriffs Office including licenses for the of police departments listed on the RMS Software page of this document**, installed on agency provided hardware.

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PS.NET System Components

PS.NET Law Records Software

Law Enforcement Records Management System Soft.

BASE LAW RMS MODULES

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

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

- CASE ASSIGNMENT/TRACKING
- ACCIDENT INQUIRY (SECTOR)
- CITATION
- 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>
RMSSVE	RMS MA App. Software Lic. - Sheriffs*	\$182,000.00	1	\$182,000.00	\$27,300.00
RMSSVB	RMS MA App. Software Lic. - Battle Ground Police	\$38,000.00	1	\$38,000.00	\$5,700.00
RMSSVB	RMS MA App. Software Lic. - Camas PD	\$38,000.00	1	\$38,000.00	\$5,700.00
RMSSVAA	RMS MA App. Software Lic. - DTF	Included with SO			
RMSSVAA	RMS MA App. Software Lic. - Ridgefield	\$16,000.00	1	\$16,000.00	\$2,400.00
RMSSVA	RMS MA App. Software Lic. - Washougal	\$24,000.00	1	\$24,000.00	\$3,600.00
RMSSVAA	RMS MA App. Software Lic. - WSU	Included in SO			
* RMS Access/View License extended to other County departments as part of SO License.					
PS.NET RMS Software				\$298,000.00	\$44,700.00

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	Existing			\$0.00

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SLED	WACIC Inquiry Adapter	Existing			\$0.00
SLED	WACIC Entry Adapter		\$15,600.00	1	\$15,600.00
	Message Key Dev & Configuration (per SOW)		\$800.00	60	\$48,000.00
Message Switch					\$63,600.00
					\$9,540.00

RMS Interfaces

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>
INTRIT	CAD Import	\$19,200.00	1	\$19,200.00	\$2,880.00
SRV5	PA Export	\$18,000.00	1	\$18,000.00	\$2,700.00
XXXJINDEX	JinDex Request Extract	\$14,400.00	1	\$14,400.00	\$2,160.00
SECTCIT	SECTOR Citation Import Processor (Req XXXJINDEX)	\$12,000.00	1	\$12,000.00	\$1,800.00
SECTACC	SECTOR Accident Import Processor (Req XXXJINDEX)	\$14,400.00	1	\$14,400.00	\$2,160.00
SECTTOW	SECTOR TOW Import Processor (Req XXXJINDEX)	\$12,000.00	1	\$12,000.00	\$1,800.00
XXXWARID	Warrant Import Interface (District Court)	\$12,000.00	1	\$12,000.00	\$1,800.00
XXXWARIS	Warrant Import Interface (Superior Court)	\$12,000.00	1	\$12,000.00	\$1,800.00
CRSMAPP	Crossmatch Livescan Export (Permit)	\$6,000.00	1	\$6,000.00	\$900.00
XXXPOID	Protection Order Import Interface (District Court)	\$10,000.00	1	\$10,000.00	\$1,500.00
XXXPOIS	Protection Order Import Interface (Superior Court)	\$10,000.00	1	\$10,000.00	\$1,500.00
Message Switch					\$140,000.00
					\$21,000.00

Civil Process

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>
CIVSVC	Civil Application Server Software*	\$56,000.00	1	\$56,000.00	\$8,400.00
* Includes modification as referenced in SOW.					
Civil					\$56,000.00
					\$8,400.00

Estimated RMS Software Total					\$557,600.00
					\$83,640.00

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Professional Services

Project Services - Installation

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>		
SRV2	System Server Integration and Configuration	\$750.00	2	\$1,500.00
SRVH1	Project Management & Coordination Services	\$100.00	220	\$22,000.00
SRVH2	Technical Services	\$120.00	120	\$14,400.00
SRVH7	On-Site Installation & Configuration Services	\$120.00	220	\$26,400.00
SRVH4	Documentation & Reporting Services	\$90.00	120	\$10,800.00
Installation Services Total				\$75,100.00

Project Services - Training

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>		
SRVH8	RMS Administration Training	\$1,200.00	2	\$2,400.00
SRVH9	RMS User Training	\$1,200.00	14	\$16,800.00
SRVH9	RMS Property Room Deployment/User Training	\$1,200.00	4	\$4,800.00
Training Services Total				\$24,000.00

Project Expenses

SRV4	Escrow Fees Initialization. (\$350.00 Annual Maint. Fee)			\$28,800.00
SRV5	Travel & Per Diem			\$28,800.00
Install & Training Expenses Total				\$28,800.00
Installation and Training Total				\$127,900.00

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Project Services - Data Conversion

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 EPR	\$32,000	1	\$32,000
SRVH5	Data Conversion Viaduct	\$26,000	1	\$26,000
SRVH5	Data Conversion Versaterm	\$32,000	1	\$32,000

**Anticipated conversion data from existing system includes;

EPR Legacy Conversion (pre April 2015)

Incident Reports

Viaduct Conversion

Warrants
Pre-1997 Incident Data

Versaterm Conversion

Incident Reports - 2015 on
In-Custody Property

EIS Responsibilities

- Conduct the Data Discovery phase of the project by working with Customer subject matter expert(s) to complete a data field mapping.
- Develop the conversion code.
- 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.
- Provide to the Customer example conversion data in the form of a useable EIS/PS.NET database.
- Project Manager will assist in the data review with the Customer and define Data Acceptance tests.
- Redevelop the conversion code as specified by change request during the Review and Sign-Off phase.

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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 ten (10) 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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System Support Matrix

System Support Cost Calculations

Support and Maintenance Services will be added to the existing support agreement between Clark County and EIS, and billed annual in accordance with the terms and conditions specified in Clark county Contract # SH15-17.

Calculated Support Costs

	First Year	2nd Year	3rd Year	4th Year	5th Year
RMS Support Cost	Included	\$ 83,640	\$ 83,640	\$ 83,640	\$ 83,640

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Notes to Pricing

1. This proposal is submitted to the Agency by Executive Information Services, Inc. This proposal will expire as noted in the expiration date or 90 days from proposal creation date, unless extended by Executive Information Services, Inc.
2. Unless contractually negotiated otherwise, system price is based on a payment schedule of thirty (30) percent upon contract execution, balance of hardware price on date of delivery, and balance of contract price upon delivery of individual components.
3. All prices are FOB Destination. Hardware prices do not include shipping charges which will be added to the invoice.
4. Software pricing quoted is for a fully paid license for specified use on a networked computing system within the contract agency and is supplied subject to execution of a separate licensing and non-disclosure agreement which prohibits distribution, re-sale, or other disclosure outside of contracting agency. Full site licensing is included for the agency and there are no restrictions on the number of deployed workstations or users of the system within the agency.
5. 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.
6. 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. Agency is responsible for insuring that personnel are available and free of regular duty assignments during scheduled training periods. Training will require approximately 8 hours per person.
7. All software includes a 12 month warranty from date of regularly scheduled use in the Department. This is implemented as a normal service contract, which provides unlimited telephone consulting, minor software, updates, and periodic on-site visits for remedial maintenance and follow up training and consulting. Optional service packages are available, including full facilities management with dedicated on-site systems personnel.
8. Sale prices quoted are exclusive of any state, local use or other applicable taxes. Agency is fully responsible for the payment of all taxes and local use fees.

Exhibit I: EIS

Software License Agreement

Amendment to Contract # SH 15-17

4/7/2016 Rev 1

Between:

Clark County, Washington (“County”)

And

**Executive Information Services (EIS), Inc.
 (“Contractor”)**

1. DEFINITIONS

- 1.1 Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.
- 1.25 EIS PS.NET/RMS (may also be referred to as "RMS") – A functioning, commercially available “out of the box” law enforcement management Information system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within EIS Developed Software. All EIS PS.NET/RMS Configurations and reports are considered Contractor Intellectual Property.

2. SCOPE OF AGREEMENT

- 2.1 By this Agreement, Contractor agrees to provide County with a single perpetual PS.NET/RMS Enterprise License. The provided RMS license provides a single instance RMS server license deployment supporting multiple client agency access licenses. Licensing includes the following optional interfaces and supporting modules:

RMS MA App. Software Lic. – Clark County Sheriffs	RMS MA Server Lic. – Clark County Sheriffs
RMS MA App. Software Lic. – Battle Ground Police	M2 WACIC Entry Adapter Server Lic
RMS MA App. Software Lic. – Camas Police Dept.	Civil Application Server Software - Clark County Sheriffs
RMS MA App. Software Lic. – Ridgefield Police Dept.	Interface - CAD Import – Server Lic
RMS MA App. Software Lic. – Washougal Police Dept.	Interface - PA Export – Server Lic
RMS MA App. Software Lic. – WSU Police Dept.	Interface - JinDex Request Extract – Server Lic
RMS MA App. Software Lic. – DTF Task Force	Interface - SECTOR Citation Import Processor (Req XXXJINDEX) – Server Lic
	Interface - SECTOR Accident Import Processor (Req XXXJINDEX) – Server Lic
	Interface - SECTOR TOW Import Processor (Req XXXJINDEX) – Server Lic
	Interface - Warrant Import Interface (District Court) – Server Lic
	Interface - Warrant Import Interface (Superior Court) – Server Lic
	Interface - Crossmatch Livescan Export (Permit) – Server Lic
	Interface - Protection Order Import Interface (District Court) – Server Lic
	Interface - Protection Order Import Interface (Superior Court) – Server Lic

This License includes a County Level Site Use License on server software, and names access licenses for application software. The current Release of EIS Developed Software and EIS PS.NET/RMS software will be provided to County. This Release will only be provided in compiled form and consists of executable code, database schemas, and documentation and/or online help.

3. GRANT OF LICENSE

- 3.1 Terms and conditions Per governing agreement Contract # SH 15-17

4. LICENSE FEES

- 4.1 For the one-time perpetual license, County agrees to pay Contractor a one-time license fee of **\$501,840.00** with applied discounts on software for license rights to EIS Developed software identified in Section 2 of this Agreement. Unless otherwise agreed to by Contractor in the Statement of Work, all EIS Developed Software license fees are payable upon signing of this Agreement.
- 4.2 Contractor License costs will not increase for the first five (5) years of the contract. In year six (6) the Contractor may increase the license cost a maximum amount not to exceed the five (5) year compounded Consumer Price Index (CPI). Contractor shall not charge a greater amount than charged to new customers with similar duration contracts.
- 4.4 The one-time perpetual license fee does not include Infrastructure or Contractor -managed hosting services or PS.NET/RMS Configuration modifications or Enhancements. Contractor may provide these for additional cost under separate agreement.
- 4.5 License and all other fees quoted in this Agreement exclude any applicable federal, state, local, or sales taxes. County agrees to remit payment to Contractor within 30 calendar days of receipt of the invoice.

5. SOURCE CODE

- 5.1 Terms and conditions Per governing agreement Contract # SH 15-17

6. OWNERSHIP OF SOFTWARE AND DATA

- 6.- Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.
- 6.9 Contractor has exclusive licensing and distribution rights for EIS Developed software worldwide, including PS.NET/RMS. To the knowledge of Contractor, having made reasonable commercial attempts, EIS Developed software does not infringe on any copyrights, trademarks, or patents. County will not remove any ownership or copyright notices from EIS Developed software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of any EIS Developed software is strictly prohibited.
- 6.10 County is deemed to own any Site-Specific Configuration for their EIS PS.NET/RMS installation. County grants Contractor a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the Site-Specific Configuration developed pursuant to this Agreement without compensation to County.
- 6.11 County may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer EIS Developed software to any other party. County will not copy, resell or give EIS PS.NET/RMS Configurations or documentation to any other party. County agrees not to distribute EIS Developed software as part of any other software product, commercial or otherwise, without the prior written approval of Contractor.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 7.1 Terms and conditions Per governing agreement Contract # SH 15-17

8. LIMITATIONS OF LIABILITY AND INDEMNITY

8.1 Terms and conditions Per governing agreement Contract # SH 15-17

9. **SUCCESSION**

9.1 Terms and conditions Per governing agreement Contract # SH 15-17

10. **NOTICES**

10.1 Terms and conditions Per governing agreement Contract # SH 15-17

Exhibit J: Annual Product Support Agreement for EIS Clients

4/12/2016 Rev 2

Between:

Clark County, Washington (“County”)

And

**Executive Information Services (EIS), Inc.
 (“Contractor”)**

DEFINITIONS

Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.

- 1.25 EIS PS.NET/RMS (may also be referred to as “RMS”) – A functioning, commercially available “out of the box” law enforcement records management Information system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within EIS Developed Software. All EIS PS.NET/RMS Configurations and reports are considered Contractor Intellectual Property.

2. TERM OF AGREEMENT

Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.

- 2.3 This Agreement will begin and remain in effect for a period of five (5) years. It will begin at the Startup of EIS PS.NET/RMS and be renewed annually upon payment by County of the Annual Support Services Fee, unless otherwise revised or terminated under the provisions of this Agreement.
- 2.4 County may elect to terminate annual support services described in this Agreement at any time, at its sole discretion, by providing 60 calendar days advance written notice to Contractor. In the event that County terminates annual support services and wishes to reactivate annual support services at a future date, all Annual Support Services Fees back to the date of termination will be payable before annual support services are reactivated.

3. CONTRACTOR SUPPORT SERVICES

Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.

- 3.13** For the Annual Support Services Fee paid by County, Contractor will provide unlimited technical support for County's designated EIS PS.NET/RMS support personnel described in Section 4 of this Agreement. Standard Support activities pertain to EIS Developed Software (as licensed).
- 3.14** The Annual Support Service Fee does NOT include technical support for Third-Party Software not embedded within EIS developed software, such as operating system software and Microsoft Office products. It will cover Third-Party software that was provided by the Contractor as part of the County's implementation. Technical support for EIS PS.NET/RMS related hardware that may be used by County, including computers, cameras, scanners, printers, digital signature pads, and other hardware peripherals is NOT included as Third- Party hardware. The County is responsible for these components.

4. COUNTY OBLIGATIONS AND RESPONSIBILITIES

Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of County:

- 4.9** EIS PS.NET/RMS Support – County is responsible for providing first-line EIS PS.NET/RMS support to licensed remote agencies and end-users. First-line EIS PS.NET/RMS support is responsible for researching issues and assessing if they are the result of an EIS Developed Software Defect. County will identify a limited number of County staff and remote licensed agency personnel entitled to submit EIS PS.NET/RMS support requests.
- 4.10** Installation and Deployment – County is responsible for installing and testing new EIS PS.NET/RMS releases at County's hosted site, for deploying EIS PS.NET/RMS to workstations, for communicating EIS PS.NET/RMS changes to County staff and licensed users, and for providing internal training and support to County staff, remote licensed agency personnel and internet users.
- 4.11** Database Operations –County is responsible for on-site operational support of the EIS PS.NET/RMS database server(s) and for providing EIS PS.NET/RMS database administration. Tasks include performing EIS PS.NET/RMS system backups, system restarts, and providing on-site troubleshooting assistance for Contractor staff.
- 4.12** Third-Party Software Licenses – County is responsible for acquiring software licenses and upgrades for any Third- Party Software, not supplied by the Contractor to complete its responsibilities under this Agreement. County will be responsible to ensure that software maintenance and support is contracted with the respective Third-Party Contractors and access to Third-Party support should be extended to Contractor personnel, to assist in the diagnosis and repair of County's EIS PS.NET/RMS implementation, if required.
- 4.13** Future Releases – County acknowledges that future Releases of EIS PS.NET/RMS software may require different or additional equipment and/or software in order to function properly. Contractor is required to provide County with a twelve (12) month notification of such requirements. County will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.
- 4.14** Remote Access – the County is hosting EIS PS.NET/RMS on County controlled equipment, and will provide Contractor with the means to electronically connect to the County's EIS PS.NET/RMS environment, including production, test and development databases, to enable software transfers and remote troubleshooting. At a minimum, remote access provided by the County shall support web conferences hosted by EIS. Remote VPN access should be available to Contractor at the time of the initial EIS PS.NET/RMS installation at County site. In the event that remote access is required by the Contractor to the

County's system, Contractor will follow all County policies regarding remote access including completion of a Remote Virtual Private Network (VPN) Access Form.

5.0 SERVICE AND SUPPORT FEES, TERMS AND CONDITIONS

Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.

Table 5.1

ANNUAL SUPPORT AND MAINTENANCE FEES*	STANDARD FEE	DISCOUNT	TOTAL
* DUAL SERVER SUPPORT			
YEAR 1 - 12 Month Warranty	Included		
YEAR 2	\$ 83,640.00	0%	\$ 83,640.00
YEAR 3	\$ 83,640.00	0%	\$ 83,640.00
YEAR 4	\$ 83,640.00	0%	\$ 83,640.00
YEAR 5	\$ 83,640.00	0%	\$ 83,640.00
YEAR 6	\$ Year 5 Total + CPI	0%	TBD

6. WARRANTY

Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.

7. TERMINATION AND DEFAULT CONDITIONS

Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.

8. RIGHTS AND OBLIGATIONS

Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.

9. MISCELLANEOUS

Terms and conditions Per governing agreement Contract # SH 15-17. The following are included as amended to existing agreement.