

**CITY COUNCIL OF MONTEREY PARK
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY, THE MONTEREY PARK FINANCING
AUTHORITY AND THE MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT
AGENDA**

**SPECIAL CITY COUNCIL MEETING
MONTEREY PARK CITY HALL COUNCIL CHAMBERS
320 W. NEWMARK AVENUE, MONTEREY PARK, CA 91754**

**Monday
August 5, 2024
6:30 p.m.**

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

LAND ACKNOWLEDGMENT

We would like to acknowledge that the land we inhabit today was once known as Tovangaar, the home of the Gabrieleño-Tongva people. We show our respect to the Gabrieleño-Tongva people, as well as all Indigenous people, past, present, and future, and honor their labor as original caretakers of this land. We commit to uplifting the Gabrieleño-Tongva people, invite you to acknowledge the history, and join us in caring for this land.

GENERAL INFORMATION

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at <http://www.montereypark.ca.gov/AgendaCenter/City-Council-17>.

The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at <http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>. Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

PUBLIC PARTICIPATION

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov.

While all comments are welcome, the Brown Act does not allow the City Council to take action on any item not on the agenda. The Council may briefly respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

CALL TO ORDER Mayor
FLAG SALUTE Mayor
ROLL CALL Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS

STAFF COMMUNICATIONS:

- City Manager's Office
- Community Development
- Library
- Public Works
- Recreation and Community Services

[1.] PRESENTATION

1-A. SAN GABRIEL VALLEY MOSQUITO VECTOR CONTROL DISTRICT - VECTOR CONTROL UPDATE

[2.] OLD BUSINESS

2-A. RECEIVE AND FILE SOLID WASTE UPDATE

It is recommended that the City Council consider:

- (1) Receiving and filing an update regarding solid waste franchisees;
- (2) Authorizing the City Manager and City Attorney to take appropriate action relating to solid waste to ensure health and safety measures are met; and
- (3) Taking such additional, related, action that may be desirable.

[3.] CONSENT CALENDAR ITEM NOS. 3A-3F

All items under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. Specific items may be removed from the Consent Calendar at the request of any member of the City Council for separate consideration.

3-A. IDENTIFYING A TAX RATE FOR COLLECTING VOTER AUTHORIZED PROPERTY TAXES FOR EMPLOYEE RETIREMENT BENEFITS BASED ON THE ASSESSED PROPERTY VALUATION ESTABLISHED BY THE COUNTY ASSESSOR'S OFFICE

It is recommended that the City Council consider:

- (1) Adopting a Resolution identifying the tax rate and amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system; and
- (2) Taking such additional, related, action that may be desirable.

3-B. CAL OES AUTHORIZED AGENT SIGNATURE FORM 130 FOR NON-STATE AGENCIES

It is recommended that the City Council consider:

- (1) Adopting a resolution authorizing the Mayor and City Clerk to execute a State of California Governor's Office of Emergency Management Services Designation of Subrecipient's Agent Resolution Form 130 (Cal OES Form 130) appointing the City Manager, Finance Director and Fire Chief as authorized agents of the City of Monterey Park to file and engage with the Federal Emergency Management Agency (FEMA) and the State of California Governor's Office of Emergency Services (Cal OES) for grants; and
- (2) Taking such additional, related, action that may be desirable.

3-C. PURCHASE AND DATA CONVERSION OF POLICE DEPARTMENT CAD/RMS/JMS/TMIS SOFTWARE

It is recommended that the City Council consider:

- (1) Waiving bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(5) and authorizing the Police Department to enter into a contract with Sunridge RIMS Systems, Inc. for the purchase of a CAD/RMS/JMS/TMIS software by utilizing a cooperative purchasing exemption (Yuba County);
- (2) Authorizing City staff to execute a contract, on a form approved by the City Attorney, with Sunridge RIMS to implement a new CAD/RMS/JMS/TMIS computer software system, servers, data migration, training, and implementation to replace the current database;
- (3) Taking such additional, related, action that may be desirable.

3-D. SAFE, CLEAN WATER PROGRAM FUND TRANSFER AGREEMENT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a Safe, Clean Water Program Fund Transfer Agreement with the Los Angeles County Flood Control District, in a form approved by the City Attorney, for the City's Stormwater Program;
- (2) Adopting a Resolution to add stormwater projects to the Fiscal year 2024-25 Capital Improvement Program;
- (3) Appropriating \$596,767 in Measure W funds for the proposed Capital Improvement Projects; and
- (4) Taking such additional, related, action that may be desirable.

3-E. MONTEREY PASS ROAD OVERLAY – REJECT ALL SUBMITTED BIDS

It is recommended that the City Council consider:

- (1) Rejecting all bids for Capital Improvement Project (CIP) No. 96046 – Monterey Pass Road Overlay; and
- (2) Taking such additional, related action that may be desirable.

3-F. MEMORANDUM OF AGREEMENT FOR REGIONAL FOOD RECOVERY PROGRAM

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a Memorandum of Agreement with the San Gabriel Valley Council of Governments, in a form approved by the City Attorney, for the City's participation in the San Gabriel Valley Regional Food Recovery Program for an amount of \$148,146.95;
- (2) Appropriating an additional \$31,527.95 from SB1383 Grant Funds (Fund 282) to the Fiscal Year 2024-25 budget for participation in the Regional Food Recovery Program; and
- (3) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING – None.

[5.] NEW BUSINESS

5-A. EMERGENCY REPAIR OF WATER MAIN ON BRIGHTWOOD STREET – ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH W.A. RASIC WITHOUT THE NEED FOR COMPETITIVE BIDDING TO COMPLETE EMERGENCY WATER MAIN REPAIRS

It is recommended that the City Council consider:

- (1) Adopting a Resolution authorizing the City Manager to execute a Public Works contract with W.A. Rasic Construction Company, Inc., in the amount of \$115,000, without the need for competitive bidding to complete emergency repairs of the water main on Brightwood Street;
- (2) Appropriating \$115,000 to the FY 2024-2025 Budget from the Water Operation Fund for the cost of the repair work; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

[8.] CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)

ADJOURN



City Council Staff Report

DATE: August 5, 2024

AGENDA ITEM NO: Old Business - 2A

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Receive and File Solid Waste Update

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing an update regarding solid waste franchisees;
2. Authorizing the City Manager and City Attorney to take appropriate action relating to solid waste to ensure health and safety measures are met; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On March 26, 2024, City Council awarded a franchise agreement for residential waste to Ware Disposal Inc. and a nonexclusive agreement for commercial waste to Ware Disposal Inc. and Athens Services. Service is scheduled to commence September 1, 2024. This is an update regarding the schedule and to seek direction (if any) from the City Council.

FISCAL IMPACT:

No fiscal impact to receive and file this report.

Respectfully submitted by:



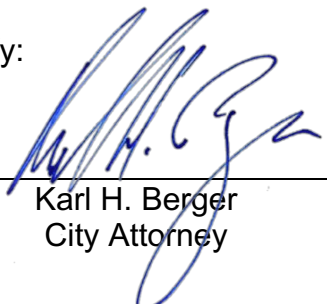
Shawn Igoe
Director of Public Works

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney



City Council Staff Report

DATE: August 5, 2024

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Martha Garcia, Director of Finance
SUBJECT: Identifying a tax rate for collecting voter authorized property taxes for employee retirement benefits based on the assessed property valuation established by the County Assessor's Office

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution identifying the tax rate and amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park's retirement costs are funded in part by a special voter-approved property tax. Each year the City is required to establish a tax rate to generate the retirement property tax based on the assessed valuation established by the County Assessor's Office.

BACKGROUND:

The City's retirement tax was authorized by the Monterey Park voters in elections held in 1946 and 1952. The proposed tax rate for the 2024-25 Fiscal Year is \$0.091175 per \$100 of assessed valuation. This is the same rate used since 1983-84 and it is also the maximum rate allowed by AB13.

For 2024-2025, the City's total projected budget for retirement expenditures is \$13 million. The projected retirement tax revenue, including secured and unsecured retirement property taxes, residual distributions, and General Fund transfer is \$13 million. The voter authorized property tax pays for \$9.5 million of this overall retirement cost amount. The remaining expenditures will be covered by the City's General Fund and Retirement Fund reserve. The retirement tax is collected by the County Auditor Controller's Office through its annual property tax billing. The City is required to submit the attached resolution establishing the 2024-2025 retirement tax rate to the County.

FISCAL IMPACT:

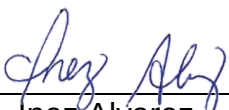
Projected retirement tax revenue for FY 2024-25 is \$9.5 million.

Respectfully submitted by:



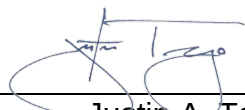
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENT(S):

1. Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO. _____

**A RESOLUTION IDENTIFYING THE AMOUNT OF TAX REVENUE
REQUIRED TO FULFILL THE VOTERS' INTENT IN FUNDING THE
CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2024-2025 AND
AUTHORIZING THE LEVY OF APPROPRIATE TAXES.**

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds and declares as follows:

- A. On August 20, 1946, the City's voters approved a ballot measure which authorized the City to participate in the "State Employee Retirement System" (now the California Public Employee Retirement System) and also authorized the City Council "to levy and collect, annually ... a special tax sufficient to raise the amount estimated by [the City] Council to be required to provide sufficient revenue to meet the obligations of said City" to the retirement system;
- B. On April 8, 1952, the City's voters approved a ballot measure which extended the City's authorization to participate in the retirement system to include fire and police personnel. That ballot measure affirmed the City Council's authority "to levy and collect taxes sufficient to pay all costs and expenses ... to be paid by the City" to the retirement system;
- C. In 1978, California voters amended the California Constitution through Proposition 13. That Proposition generally limits the property tax rate to 1% except for indebtedness approved by the voters before July 1, 1978 or bonded indebtedness approved by the voters after July 1, 1978;
- D. In 1982, the California Supreme Court determined that a pre-1978 voter-approved pension program was an indebtedness that local officials could finance with a property tax rate outside the usual 1% limit (*Carman v. Alvord* (1982) 31 Cal.3d 318); and
- E. In 1985, the Legislature capped existing tax rates at the 1982-83 or 1983-84 level, except for rates supporting general obligation bonds, water contracts, and lease purchases (AB 13, Roos, 1985).

SECTION 2: The amount of tax revenue required from taxable property within the City to pay for the retirement system during fiscal year 2024-2025, beginning July 1, 2024 is \$9.5 million.

SECTION 3: The City Manager, or designee, is authorized to levy taxes as follows:

- A. For the fiscal year beginning July 1, 2024, the rate for the City is fixed and is levied on all taxable property within the City using the assessed value of such property. Tax Districts are identified below and the corresponding tax collected from each District is listed in the table set forth in subsection C.

- B. TAXATION DISTRICT NO. 1 consisting of all that portion of the City of Monterey Park included within the boundaries thereof as fixed by special election held August 19, 1920, (Resolution No. 245); all that territory annexed to the City of Monterey Park at annexation election held January 23, 1923, and known as Garvey Avenue Tracts (Ordinance No. 120); all that territory annexed to the City of Monterey Park at annexation election held on July 8, 1925, and known as New Avenue Tract (Ordinance No. 174); all that territory annexed to the City of Monterey Park at annexation election held July 10, 1928, and known as Keith Tract (Ordinance No. 207); all that territory annexed to the City of Monterey Park by annexation election held on April 22, 1930, and known as Midwick View Estates Tract (Ordinance No. 230); all that territory annexed to the City of Monterey Park known as Jebbia Annexation (Ordinance No. 467); all that territory annexed to the City of Monterey Park known as Midwick Country Club Annexation (Ordinance No. 468); all that territory annexed to the City of Monterey Park known as the Fitzgerald Annexation (Ordinance No. 484); all that territory annexed to the City of Monterey Park known as the Hellman Estate Annexation No. 2 (Ordinance No. 724); all that territory annexed to the City of Monterey Park known as Poteete Annexation (Ordinance No. 850); all that territory annexed to the City of Monterey Park by Ordinance No. 489 and known as the Hamilton Homes Annexation; all that territory annexed to the City of Monterey Park by Ordinance No. 510, and known as Hamilton Homes Annexation No. 2, all that territory annexed to the City of Monterey Park by Ordinance No. 520, effective October 7, 1948, known as the Jebbia Annexation; Wheeler Annexation, effective February 21, 1949, (Ordinance No. 532); Garvey Annexation, effective May 11, 1949, (Ordinance No. 537); Garvey Avenue Annexation No. 2, effective October 13, 1949, (Ordinance No. 547); Monterey Pass Annexation, effective October 13, 1949, (Ordinance No. 548); Reservoir Annexation, effective January 16, 1950, (Ordinance No. 553); Hellman Estate Annexation effective April 26, 1951, (Ordinance No. 590); Industrial Center Annexation effective

October 1, 1951, (Ordinance No. 601); Wheeler Annexation No. 2, effective March 25, 1953, (Ordinance No. 638); and O'Brien Annexation, effective November 16, 1953, (Ordinance No. 649); Wheeler Annexation No. 3, effective February 27, 1959, (Ordinance No. 844).

- C. TAXATION DISTRICT NO. 2 consisting of all that territory annexed to the City of Monterey Park by Ordinance No. 940, known as Southwesterly Atlantic Annexation No. 1; and Ordinance No. 1000, known as Southwesterly Annexation No. 3; and Ordinance No. 1093, known as Southeasterly Annexation No. 1; and Ordinance No. 1421, known as Southwesterly Annexation No. 4A.

- D. Tax Table:

Assessed Value:	
Taxation District No. 1	\$ 9,276,102,783
Taxation District No. 2	<u>\$ 438,992,417</u>
Total	<u>\$ 9,715,095,200</u>

	<u>DISTRICT NO.1</u>	<u>DISTRICT NO.2</u>
Retirement Fund Tax Rate	<u>\$.091175</u>	<u>\$.091175</u>

SECTION 4: Limitations. The City Council's analysis and evaluation of this Resolution is based on the best information currently available. It is inevitable that in evaluating a matter that absolute and perfect knowledge of all possible aspects of the issue will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 5: Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 7: Recordation. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 8: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 5th day of August, 2024.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:
Karl H. Berger, City Attorney



Justin A. Tamayo, Deputy City Attorney



City Council Staff Report

DATE: August 5, 2024

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council
FROM: Chris Thompson, Fire Chief
SUBJECT: Cal OES Authorized Agent Signature Form 130 for Non-State Agencies

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution authorizing the Mayor and City Clerk to execute a State of California Governor's Office of Emergency Management Services Designation of Subrecipient's Agent Resolution Form 130 (Cal OES Form 130) appointing the City Manager, Finance Director and Fire Chief as authorized agents of the City of Monterey Park to file and engage with the Federal Emergency Management Agency (FEMA) and the State of California Governor's Office of Emergency Services (Cal OES) for grants; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

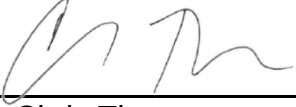
The State of California Governor's Office of Emergency Management Services (Cal OES) requires non-state agencies to execute a Designation of Subrecipient's Agent Resolution Form 130 (Cal OES Form 130) to receive State grants and financial assistance in the event of a declared emergency. This form must be on file with Cal OES and issued every three years. The City of Monterey Park submitted a Cal OES Form 130 in 2021 as part of the Local Hazard Mitigation Program Grant. However, since the grant application, the title of Director of Management Services changed to Finance Director, and as such, a new Cal OES Form 130 is needed. A Cal OES Form 130 must be approved by resolution of the Governing Body, authorizing agents of the agency to file and engage with FEMA and Cal OES for State grants and disaster assistance.

BACKGROUND:

Cal OES requires non-state agencies to execute a Cal OES Form 130 to receive State grants, certain financial assistance under Public Law 92-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and State financial assistance under the California Disaster Assistance Act. Cal OES Form 130 must be approved by resolution of the Governing Body, authorizing agents of the agency to file and engage with FEMA and Cal OES for State grants and disaster assistance. The Cal OES Form 130 will be in effect for three years, following the date of Council approval, for all open and future disaster assistance. Staff recommends completing the Cal OES Form 130 with titles of authorizing agents only, which will require a cover letter accompanying

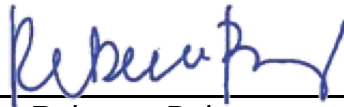
the Cal OES Form 130 naming the authorized agents by title and name. This method allows the Cal OES Form 130 to be valid for three years. If an individual assigned to a particular job title or position changes, an updated letter may be sent to the Office of Emergency Services to avoid having to amend the City's Form 130 Resolution.

Respectfully submitted by:



Chris Thompson
Fire Chief

Prepared by:



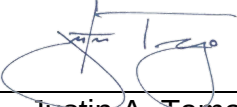
Rebecca Bojorquez
Principal Management Analyst

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

1. Resolution
2. Letter to Cal OES

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY A STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION FORM 130

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: Recitals.

- A. The State of California Governor's Office of Emergency Services ("Cal. OES") requires non-state agencies to execute a Designation of Subrecipient's Agent Resolution Form 130 ("Cal. OES Form 130") once every three years to receive State grants and financial assistance in the event of a declared emergency.
- B. The Cal. OES Form 130 must be approved by resolution from the non-state agency Governing Body.
- C. An executed Cal. OES Form 130 allows the City of Monterey Park ("City") to file and engage with the Federal Emergency Management Agency ("FEMA") and Cal. OES for grants and disaster assistance applied for by the City.
- D. The Cal. OES Form 130 allows for three titles as authorized agents for the non-state agency.
- E. An executed Cal. OES Form is effective for all open and future disasters and grants up to three years following the date of approval.

SECTION 2: Action. The City Council:

- A. designates the City Manager as its agent regarding receipt of State grants and financial assistance, from Cal OES, in the event of a declared emergency;
- B. authorizes the City Manager to designate two additional agents; and
- C. approves the attached Cal. OES Form 130 which is incorporated by reference.

SECTION 3: Construction. This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 4: Severability. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not

affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 5: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 7: *Effective Date*. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

(Mayor signature and attestation must be on the same page.)

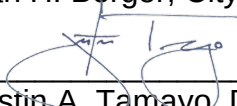
PASSED AND ADOPTED this ____ day of _____, 2024.

Thomas Wong, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:
Karl H. Berger, City Attorney



Justin A. Tamayo, Deputy City Attorney



Cal OES ID No: 037-48914

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council OF THE City of Monterey Park
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Finance Director, OR
(Title of Authorized Agent)

Fire Chief
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Monterey Park,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Monterey Park,
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 5th day of August, 2024

Thomas Wong, Mayor

(Name and Title of Governing Body Representative)

Vinh Ngo, Mayor Pro Tem; Henry Lo, Council Member

(Name and Title of Governing Body Representative)

Jose Sanchez, Council Member; Yvonne Yiu, Council Member

(Name and Title of Governing Body Representative)

CERTIFICATION

I, **Maychelle Yee**, duly appointed and **City Clerk** of
(Name) (Title)

City of Monterey Park, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the **City Council**
(Governing Body)

of the **City of Monterey Park** on the 5th day of August, 2024.
(Name of Applicant)

City Clerk

(Signature)

(Title)

ATTACHMENT 2

Letter to Cal OES

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



City Council
Henry Lo
Vinh Ngo
Jose Sanchez
Thomas Wong
Yvonne Yiu

City Clerk
Maychelle Yee

City Treasurer
Amy Lee

August 5, 2024

California Governor's Office of Emergency Services
Recovery Unit
3650 Schriever Avenue
Mather, CA 95655

RE: Cal OES Form 130 Designation of Subrecipient's Agent Resolution

To Whom It May Concern:

Please be advised that the following individuals are Authorized Agents for the City of Monterey Park:

Inez Alvarez, City Manager
Martha Garcia, Finance Director
Chris Thompson, Fire Chief

Please see the attached Cal OES Form 130 Designation of Applicant's Agent Resolution for Non-State Agencies.

Please contact me if you need any further information regarding this matter.

Sincerely,

Inez Alvarez
City Manager
IAlvarez@montereypark.ca.gov
(626) 307-1458



City Council Staff Report

DATE: August 05, 2024

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council
FROM: Scott Wiese, Chief of Police
SUBJECT: Purchase and Data Conversion of Police Department
CAD/RMS/JMS/TMIS Software

RECOMMENDATION:

It is recommended that the City Council consider:

- 1) Waiving bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(5) and authorizing the Police Department to enter into a contract with Sunridge RIMS Systems, Inc. for the purchase of a CAD/RMS/JMS/TMIS software by utilizing a cooperative purchasing exemption (Yuba County);
- 2) Authorizing City staff to execute a contract, on a form approved by the City Attorney, with Sunridge RIMS to implement a new CAD/RMS/JMS/TMIS computer software system, servers, data migration, training, and implementation to replace the current database;
- 3) Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park Police Department's current computer software for 9-11 dispatch and records database management has been used for 18 years and lacks modern features with poor support from the current service provider, Tyler Technologies. The anticipated increased cost for the yearly service with Tyler Technologies will surpass the cost of migrating to a new software system. By migrating the department's databases to Sunridge RIMS and utilizing Sunridge Rims' advanced software systems, the Police Department will gain efficiency and capabilities that will better meet the demands of the department and the community while saving the city an anticipated cost of \$851,667.69 over ten years.

BACKGROUND:

The City of Monterey Park Police Department has utilized the software system from Tyler Technologies since 2006. The current software used by the police department encompasses the following features:

- Computer-Aided Dispatch (CAD): The CAD software is used by dispatchers to categorize, track, and dispatch emergency 9-11 calls.
- Record Management System (RMS): The software is used to store, track, and categorize all police reports and documents related to an investigation.
- Training Management System (TMS): Third-party software with additional cost is used to track training for police personnel. TMS is set to expire and the current software will no longer be serviced.
- Racial and Identity Profiling Act (RIPA): A legislative act in California requires police agencies to report the racial identity of individuals contacted by police to the state. The police department currently contracts with a third-party software company, Veritone Inc., with additional costs.

In October of 2023, a committee comprising a Police Department Lieutenant of operations and support, Records Supervisor, Dispatch Supervisor, Jail Supervisor, Evidence Officer, and IT Manager conducted an assessment of the Police Department's software capabilities. The Police Department's current software from Tyler Technology was found to lack critical features that are essential for the Police Department's operation when compared to neighboring agencies, including

- Jail Management System (JMS): The JMS software is used to assist custodial officers/jailers in bookings of a suspect, inmate tracking, jail housing allocation, custodial meal tracking, and medical records management.
- Citizen Portal which allows the Police Department to communicate with the community through a website. The website provides transparent data for live and historical incident/crime mapping, arrests, jail booking information, crime charts, and daily crimes.
- Training Information Management System (TIMS), which allows the department to manage and track staff training.
- Field Applications devices laptops/tablets/smartphones (windows, android, IOS) used to access unrestricted Federal database files. The devices also integrate with CAD/RMS/JMS databases, create, update, and disposition CAD incidents, complete officer case reports, and change unit status.
- Single point entry for the software that eliminates duplication of data entry.
- Automated purge functions for retention schedule for data and messages.

- Mapping and Crime Analysis capabilities that visually illustrate unit locations and police incidents.

After the assessment, the committee found Tyler Technologies software's lack of features reduced the efficiency of staff, increased the cost for human resources, and added to financial costs to the department.

The committee requested demonstrations from various software vendors and the following companies were assessed: Tyler Technologies, Central Square, Inc., Motorola Flex, and Sunridge RIMS Systems, Inc. During the assessment of the three vendors, it was discovered that Central Square and Motorola Flex only offer RIPA reporting and lack a training management system database while Sun Ridge RIMS Inc. offers both RIPA and training management system module databases. Tyler Technologies' RIPA model requires additional fees and Tyler Technologies lacks a training management database. A cost analysis of the three vendors revealed Sun Ridge Inc. RIMS services and technology met the needs of the department while providing the most cost-effective solution.

Vendor Features Comparison				
	Tyler Technologies	Central Square	Motorola Flex	Sunridge Rims Inc.
(RIPA) database	X *included for an additional fee	X	X	X
Training Management				X
Community Portal		X	X	X

Sunridge RIMS Systems, Inc. was selected because the company has demonstrated experience and is recognized as a leader in the law enforcement information technology arena. Sunridge RIMS Systems has provided public safety systems for over 40 years to over 400 public safety organizations nationwide. Sunridge RIMS Systems was founded in California and its expertise and focus is on California law enforcement agencies. The software Sunridge Rims demoed for the committee met all the requirements and fulfilled the missing capabilities the department was seeking.

The final pricing for the new public safety system is \$1,380,290, which includes, software, taxes, training, data conversion, integration with various applications and software, and installation (see Exhibit A). Final pricing is based on a six-year lease/purchase term:

Lease Purchase Plan at 5% Interest			
Lease/Purchase Term	Lease Payment	Support Payment	Total Annual Payment
6	\$185,955	\$82,650	\$268,605

2024-25 STRATEGIC PLAN GOAL:

This contract with Sunridge RIMS System Inc. will assist the Police Department in meeting the city's public safety enhanced service model goal and fiscal stability goal.

By implementing the Sunridge RIMS CAD/RMS, the Police Department will obtain a citizen's portal that will provide transparency through live and historical incident/crime mapping, arrests, sex offender information, jail booking information, and daily crime statistics. The information provided through the citizen portal will strengthen community outreach and foster stronger relationships between public safety and community members by promoting trust and transparency.

The CAD/RMS system will also assist the Police Department in addressing ongoing safety challenges by utilizing crime statistics to create crime analysis and crime forecasting to better deploy resources to address safety concerns. The implementation of Sunridge RIMS CAD/RMS will help the city maintain fiscal stability by saving the city a projected \$851,667.69 ten years over the current system utilized under Tyler Technologies.

ANALYSIS:

The Police Department's current system, Tyler Technologies' contract is set to expire in June of 2025. Tyler Technologies' yearly service fee renewal is anticipated to be \$270,622.51 for FY 24-25 with an anticipated 3% fee increase per year following. Due to Tyler Technologies lacking RIPA database management and a training management database, Veritone (RIPA) \$6,840.00 per year and TMS \$800.00 per year will continue to be required at an additional cost. Tyler Technologies, Veritone, and TMS total yearly service for FY 24-25 is \$278,262.

Cost Comparison Tyler Tech vs. Sunridge RIMS						
Tyler Tech	\$270,622.51	\$278,741.19	\$287,103.42	\$295,716.52	\$304,588.02	\$313,725.66
Cumulative Totals	\$270,622.51	\$549,363.70	\$836,467.12	\$1,132,183.64	\$1,436,771.66	\$1,750,497.32
Sunridge RIMS 6 Year Purchase Plan w/5% Interest						
Sunridge 6-Year	\$268,605.00	\$268,605.00	\$268,605.00	\$268,605.00	\$268,605.00	\$268,605.00

Plan						
Cumulative Totals	\$268,605.00	\$537,210.00	\$805,815.00	\$1,074,420.00	\$1,343,025.00	\$1,611,630.00

Quotes included an anticipated 3% fee increase for Tyler Technologies and a 4% increase for Sun Ridge Rims Inc. per year. Cost calculations for Sun Ridge Rims Inc. are based on a 6-year lease plan quote.

The data conversion timeline for the project to convert Tyler Technologies to Sunridge Rims is anticipated to take 9 to 12 months. This will require the Police Department to pay Tyler Technologies for FY 24-25 for \$278,262.51 to cover the overlap year during the data conversion and Sunridge Rims System Inc. \$268,605.00 for FY 24-25.

By selecting Sunridge RIMS Systems Inc. and migrating to the new software, it is anticipated the department will save \$851,667.69 over ten years. The Police Department will also obtain modern technological advancements increasing efficiency and productivity. The funding for the project has been secured through the budget process for FY 24-25.

FISCAL IMPACT

Cost in FY2024-25 for Sunridge RIMS Systems Inc. is \$268,605.00. General funds have been budgeted in the current year. No additional funds are needed.

Respectfully submitted by:



Scott Wiese
Chief of Police

Prepared by:



Bob Hung
Police Lieutenant

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

- 1) Sun Ridge Rims Quote
- 2) Central Square Quote
- 3) Tyler Technologies Quote
- 4) Motorola Flex Quote
- 5) Yuba County RFP Supporting Documents

ATTACHMENT 1

Sun Ridge RIMS Quote



To: Lieutenant Bob Hung, Monterey Park Police Department
From: Tamera Melrose
Subject: Ballpark Quotation for RIMS Software - Includes Data Conversion
Date: April 12, 2024

Thank you for your interest in RIMS. The following is a ballpark quotation for RIMS software based on your recent request. A "Ballpark Quotation" is meant to provide an approximate price based upon the current information available. Prices may be 5-10% higher if responding to a request for proposal.

Item	Price
RIMS Computer-Aided Dispatch and Records Management Software	\$210,000
RIMS Mobile Computer Software	\$63,000
iRIMS Law iOS / Android App Software	\$22,000
RIMS In Station Mapping Software (See Mapping note)	\$32,000
RIMS Mobile Mapping Software (See Mapping note)	\$11,000
RIMS Property Room Bar Coding Software	\$26,000
RIMS InCustody Lite Software	\$70,000
RIMS E911 Link Software	\$13,000
RIMS State Link Software (CLETS)	\$16,000
RIMS Text Paging Link Software	\$6,000
RIMS Collaborate Data Sharing Software	\$12,000
RIMS Officer Training Management Software	\$8,000
RIMS AFIS Link Software	\$10,000
RIMS AutoCite Import to Crossroads Software	\$4,000
RIMS Crossroads Accident Import Link Software	\$2,000
RIMS IC2Go iOS/Android App Software	\$11,000
RIMS Custom IC2Go Jail Activity Tracking Software	\$95,000
RIMS FlockOS and Flock Vehicle Alert Link Software	\$13,000
Mapping Data Engineering Services	\$2,500
Worth Data Bar Coding Equipment (See Bar Coding Equipment note)	\$1,700
Data Conversion Services (See Data Conversion note)	\$60,000
Data Conversion and Data Merge TMS Data to TMS	\$10,000
Installation Costs	\$44,725
Project Mgmt and Training (Includes 25 days on site - see Installation & Training note)	\$119,551
Annual Support and Updates - First Year	\$82,650
California Sales Tax	\$176
Citizen RIMS Public Access Software [Not Included]	\$26,000
RIMS DA Link Software [Not Included]	\$7,000
RIMS Body Camera Software [Not Included]	\$3,000
RIMS SWITRS Export Software [Not Included]	\$6,000
TOTAL	\$945,302

Note that besides the products for which you requested quotes, we have also listed our other available software products with a "[Not Included]" notation. The price shown for some modules not selected are not all inclusive and do not include costs for items such as map data engineering, installation, and annual support. These products are not included in our quote.

Conversion Information

RMS Data Conversion: Our pricing assumes converting data from your existing Tyler by New World records management. You are responsible for extracting that data and providing it to us for conversion. Conversion of any other data or database is not included. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we attempt to convert the following items. In some instances, not all data may be available or suitable for conversion.

- **People:** Including person name, DOB, contact info, description, ID#'s, officer safety notifications, log entries for connections to cases, for citations and for field contacts
- **Arrest:** Arrestee, date, time, charges, counts, offense level, disposition, booked/cited out and arresting officer ID
- **Vehicles:** License, state, year, color, type, log entries for connections to case and for field contacts
- **Cases:** Location, date report and data occurred, classification/type, offenses, case disposition and date of disposition, persons, vehicles, narratives, and supplements
- **Property in cases:** category, article, status, description, brand, model, item #, property code, locations, value-stolen, recovered, damaged, color, drug type, quantity/measure, disposition, officer, and chain of custody of history
- **Property Room:** Location table
- **Premises:** Common place name, address, contact person, contact phone number, alarm
- **Streets:** (if electronic street file is available), street name, intersections with block ranges
- **Officers:** Name, ID
- **Users:** Name, ID

CAD Conversion:

- **Incidents:** call number, call times, priority, incident location, grid, caller name and telephone number, complaint type, caller location, how received, comments, call category, internal response area, OCA case number, call reference, fire grade, subject data, vehicle data, tract, ESN, alternate phone number, call taker, and position.
- **Officers:** Name, ID.
- **Premises:** Common place name, address, contact person, contact phone
- **Premise History:** Summary of incidents by incident location
- **Streets:** street name, intersections with block ranges

Data Conversion - Not Included in this Project:

- JMS, Third-party Property & Evidence, and attachment/associated documents data will not be converted.

Conversion of TMS Training Management to RIMS Training Management (TIMS) Software: You are responsible for extracting that data and providing it to Sun Ridge. Sun Ridge will then need to examine that TMS data to make sure it can be converted.

Data Elements to be Converted:

- Deputy Name, ID
- Course/Activity History

RIMS Custom IC2Go Jail Activity Tracking – This price reflects the development of additional jail activity tracking functionality, including audible alarms, status updates, handling of required before and after the hour logic and custom reporting, to our IC2Go product. Please note that this development may result in an extended project timeline to accommodate the development of these features.

Software Information

Mapping: Our mapping products (In-Station and Mobile) require either an ESRI ArcView and/or a Google map source. Should you use ESRI, our price does not include the cost of the required ArcView licenses. You will need one copy of ArcView GIS ArcMap Desktop v10.8 (or later) that can be used for the first position, and additional copies of ArcGIS Engine 10.8 (or later) for each additional position that will use in-station or mobile unit that will use RIMS Mapping.

If you use Google maps exclusively (both in-station and on the mobiles) the “Map Data Engineering” cost can be removed from the quote.

Bar Coding Equipment: The bar-coding equipment, manufactured by Worth Data, includes a base station and wireless scanning terminal. These devices include a 2-year manufacturer's warranty and are not maintained by Sun Ridge. You must also purchase an inexpensive printer and labels for bar coding labels: DYMO LabelWriter 550 Turbo Label Printer and Dymo Labels # 30256. They are available at your local computer/office supply store or on the Internet.

iRIMS: This software runs on the Apple iPhone and iPad plus, Android phones and tablet computers. iRIMS is not a substitute for Mobile RIMS nor is it "RIMS" running on an iPhone or iPad device. iRIMS is an iOS/Android software App with a rapidly expanding portfolio of RIMS functionality.

For this product you will have to open a network port that RIMS requires to communicate between mobile devices and RIMS and alternatively provide a VPN solution on the mobile devices.

IC2Go: This software runs on the Apple iPhone/iPad and Android phones and tablet computers. IC2Go is not a substitute for the InCustody product. It is instead a targeted product that provides read only access to certain InCustody jail data such as current bookings information. It also uses NFC technology or QR codes to provide select jail activity “check” functions.

Software Information - Continued

State Link: Our price includes RIMS software only. It does not include the cost of any physical connections from your agency to either the local message switch or a direct line to DOJ, nor does it include any third-party products that may be required to connect to these paths.

E911: You will need to ensure that your E911 controller is CAD compatible, meaning it has the proper software and port to be able to connect to and communicate with a CAD system. You can obtain this information by contacting your E-911 provider. You may also need a cable to connect this PC to your E911 controller but again, this information will be available from your E911 provider.

RIMS 2 Text: This product utilizes our RICO web services product, whereby text messages are sent to a device using one of two separate methods. The agency is responsible for providing the SMTP server or they can pay and sign up with Twilio SMS Services instead of using SMTP.

Accident Sketch Software: Our RIMS RMS software includes built-in collision reporting functionality for California CHP 555. RIMS provides a no-cost interface with Trancite's *EasyStreetDraw* software to complete sketches for the CHP 555. You must obtain a software license for *EasyStreetDraw* from Trancite prior to enabling the interface in RIMS.

AFIS Link: This quotation is for RIMS software only and does not include any hardware or third-party software that may be required to support third-party interfaces. Please contact your vendor to determine any costs that may be associated with providing their portion of the desired interface.

Installation and Training

The number of training and support days includes the following. All training is end-user training unless specified otherwise. The number and types of classes must be confirmed by you.

<u>Task</u>	<u>Days</u>	
RIMS Configuration and Set Up	2	(remote/on-site)
RIMS IC-Lite Configuration and Set Up	2	(remote)
RIMS Conversion Review	2	(remote)
RIMS TMS-TIMS Conversion Review	1	(remote)
CAD Training	4	(2 sessions, 2 days/session)
Officer Training	8	(4 sessions, 2 days/session)
Officer IC Training	1	
Property Room Training	1	
Records Training	1	
IT Go Live Preparation	1	
Go Live Conversion Review	1	
Admin Review	1	
Go Live	6	(3 staff on-site for 2-days each)
TIMS Training – Post Go Live	1	
Remote Go Live Follow-up	2	(remote)

Technical Requirements

The following are the recommended minimum configurations.

System Software: RIMS requires Microsoft Windows OS and SQL Server (Standard Edition) for the database. This software is not included in this quotation and must be purchased by the agency prior to installation of any RIMS software.

Server Specifications: We recommend a Microsoft SQL Database Server and a separate Application Server. Depending on your agency's size, you could run both on one server. Utilizing an existing SQL Server is also possible, providing it meets FBI CJIS requirements.

RIMS supports a traditional hardware platform or a virtual platform. The hypervisor software products supported include VMWare, Hyper-V, and others.

Monitor Resolution: The minimum monitor resolution for all RIMS applications is 1920 x 1080.

Minimum Specifications (If using existing PCs and servers)

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2016+
2+ Ghz Processor / i5+	Microsoft SQL Server 2016+
8 GB+ RAM	Intel 2 GHz+ Processor
Any Size Disk Space	16 GB+ RAM
	3x Current System Database Size for Conversion

Recommended Specifications (If purchasing new PCs and servers)

Office Workstations	Database Servers
Microsoft Windows 10+	Microsoft Windows Server 2022+
i7/i9 Processor	Microsoft SQL Server 2022+
16 GB+ RAM	i7, Xeon, or AMD Equivalent Processor
Any Size Disk Space	32 GB+ RAM
	3x Current System Database Size for Conversion

Mobile Computer Specifications: RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications.

Recommended Specifications (If purchasing new Laptops/Tablets)

Laptops / Tablets
Microsoft Windows 10+
i7/i9 Processor
16 GB+ RAM
Any Size Disk Space

Technical Requirements - continued

Phone and Tablet Devices: The agency must provide connectivity from the Phone or Tablet via the Internet back to the Agency to reach the Application Server. The agency must also provide a secure method to reach the Application Server, which can be done in various ways. Most agencies choose to use an agency-provided Virtual Private Network (VPN) or NetMotion-type product that these devices support. Supported Devices Include:

Android Devices	iOS Devices
Android v13+	iOS v16+

FBI CJIS Requirements: All workstations must comply with FBI CJIS policies, including Multi-Factor Authentication (MFA). MFA can be provided within the Sun Ridge Systems products, or the agency can use its own solution. Sun Ridge Systems only offers these two MFA possession solutions: Time-Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the agency). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge Systems does not provide nor sell. The agency is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.

*Effective October 1, 2024, Multi-factor Authentication will be required for all workstations, except for Dispatch workstations.

Optional features for Mobile RIMS: include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver's License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the agency).

Remote Access: Sun Ridge Systems uses BeyondTrust remote access software for secure installation and follow-on support services. BeyondTrust software is provided by Sun Ridge Systems; there is no cost to you.

Lease-Purchase Options

We offer the following lease-purchase plans at 5% interest:

<u>Lease Term</u>	<u>Lease Payment</u>	<u>Support Payment</u>	<u>Total Annual Payment</u>
6 years	\$185,955	\$82,650	\$268,605

Terms of Lease

Annual Payments are due at the beginning of each year financed. The first payment is due upon signing the contract. After the second year the lease can be canceled, and the products returned by Lessee at any time with 60 days' notice. At the end of the lease Lessee will own a perpetual license for the software and only must make an annual support payment.

If you have any questions, please call Betsy McNutt or me at 800-474-2565 x5. Thank you for your interest in Sun Ridge Systems - RIMS software.

ATTACHMENT 2

Central Square Quote

Quote #: Q-158756

Primary Quoted Solution: PSJ Pro

Quote expires on: June 26, 2024

Quote prepared for:

Bob Hung

Monterey Park Police Department

320 W Newmark Ave

Monterey Park, CA 91754

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

ADMIN

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	2,706.84	2,706.84
2.	Administration PS Pro Core Annual Subscription Fee	1	1,413.60	1,413.60

Admin Software Total 4,120.44 USD

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
3.	CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	2,400.00	2,400.00
4.	CAD CLQ Location & Image Retrieval Subscription Core Annual Subscription Fee	1	3,600.00	3,600.00
5.	CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	2,400.00	2,400.00
6.	CAD Priority SMS Paging Subscription Core Annual Subscription Fee	1	2,400.00	2,400.00
7.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,650.52	2,650.52
8.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	3	0.00	0.00
9.	CAD PS Pro API Annual Subscription Fee	1	6,400.00	6,400.00
10.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00	0.00
11.	CAD PS Pro BodyWorn Interface (Export) Annual Subscription Fee	1	5,302.36	5,302.36

12.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	7,951.48	7,951.48
13.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	3	0.00	0.00
14.	CAD PS Pro Core Annual Subscription Fee	1	5,302.36	5,302.36
15.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00	0.00
16.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00	0.00
17.	CAD RapidSOS Integration Subscription Core Annual Subscription Fee	1	900.00	900.00
18.	CAD RapidSOS LEI Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,440.00	1,440.00

CAD Software Total 40,746.72 USD**JMS**

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
19.	Jail PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	425.50		425.50
20.	Jail PS Pro API Annual Subscription Fee	1	5,125.00	- 2,562.50	2,562.50
21.	Jail PS Pro Commissary Interface (Export) Annual Subscription Fee	1	1,992.69		1,992.69
22.	Jail PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,276.00		1,276.00
23.	Jail PS Pro Core Annual Subscription Fee	1	7,776.78		7,776.78
24.	Jail PS Pro Inmate Phone Interface (Export) Annual Subscription Fee	1	1,992.69		1,992.69
25.	Jail PS Pro LACRIS Interface (Import and Export) Annual Subscription Fee	1	10,604.70		10,604.70
26.	Jail PS Pro LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	2,430.29		2,430.29
27.	Jail PS Pro VINE Interface (Export) Annual Subscription Fee	1	1,992.69		1,992.69

JMS Software Subtotal 33,616.34 USD
JMS Software Discount - 2,562.50 USD
JMS Software Total 31,053.84 USD

**MAPPING**

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
28.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,180.60	3,180.60
29.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	3	123.70	371.10
30.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	1,767.00
31.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,761.92	3,761.92
32.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	3	282.14	846.42
33.	Mapping PS Pro Core Annual Subscription Fee	1	3,761.88	3,761.88
34.	Mapping PS Pro TAIP AVL Interface (Import) Annual Subscription Fee	1	4,417.50	4,417.50

Mapping Software Total 18,106.42 USD**MOBILES**

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
35.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	120.00	2,400.00
36.	Mobile PS Pro AVL Annual Subscription Fee	60	70.68	4,240.80
37.	Mobile PS Pro CAD Annual Subscription Fee	60	159.04	9,542.40
38.	Mobile PS Pro Core Annual Subscription Fee	1	1,767.00	1,767.00
39.	Mobile PS Pro Mapping Annual Subscription Fee	60	256.84	15,410.40
40.	Mobile PS Pro NCIC Annual Subscription Fee	60	0.00	0.00
41.	Mobile PS Pro Records Annual Subscription Fee	60	335.74	20,144.40

Mobiles Software Total 53,505.00 USD**PERSONNEL**

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
42.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	974.28	974.28
43.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	0.00

44.	Personnel PS Pro Core Annual Subscription Fee	1	0.00	0.00

Personnel Software Total 974.28 USD

PORTAL

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
45.	Portal PS Pro Attorney Case View Annual Subscription Fee	1	1,993.95	1,993.95
46.	Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,993.95	1,993.95
47.	Portal PS Pro Remote CFS View Pack Annual Subscription Fee	1	1,993.95	1,993.95

Portal Software Total 5,981.85 USD

RMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
48.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	7,527.42	7,527.42
49.	Records PS Pro API Annual Subscription Fee	1	6,600.00	6,600.00
50.	Records PS Pro CA Crime Reporting (NIBRS) Interface Annual Subscription Fee	1	0.00	0.00
51.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	22,582.26	22,582.26
52.	Records PS Pro Core Annual Subscription Fee	1	2,650.80	2,650.80
53.	Records PS Pro Crossroads AR Interface (Import) Annual Subscription Fee	1	5,302.36	5,302.36
54.	Records PS Pro Crossroads eCitations Interface (Import) Annual Subscription Fee	1	5,302.36	5,302.36

RMS Software Total 49,965.20 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
55.	PS Pro Esri Server License Annual Subscription Fee	1	2,145.60	2,145.60
56.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
57.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
58.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00

59.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

Servers Software Total 2,145.60 USD

SUITE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
60.	CentralSquare DEMS Additional Storage (1TB) Subscription Fee	1	830.00	830.00
61.	CentralSquare DEMS Annual Subscription Fee	1	8,320.00	8,320.00
62.	CentralSquare DEMS Extended Video Library Annual Subscription Fee	1	2,210.00	2,210.00
63.	Community Data Platform Annual Subscription Fee	1	0.00	0.00
64.	PS Pro Esri Analyst License Annual Subscription Fee	1	2,145.76	2,145.76
65.	PS Pro JDIC/NCIC Interface (Agency Operations Support) Annual Subscription Fee	1	465.50	465.50
66.	PS Pro JDIC/NCIC Interface (Basic Queries) Annual Subscription Fee	1	10,054.94	10,054.94
67.	PS Pro JDIC/NCIC Interface (Criminal History) Annual Subscription Fee	1	465.52	465.52
68.	PS Pro JDIC/NCIC Interface (Warrants) Annual Subscription Fee	1	3,724.08	3,724.08
69.	PS Pro Reporting Core Annual Subscription Fee	1	0.00	0.00
70.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00	0.00
71.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00	0.00
72.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00	5,000.00

Suite Software Total 33,215.80 USD

SOFTWARE SUMMARY

Software Subtotal	242,377.65 USD
Software Discount	- 2,562.50 USD
Software Total	239,815.15 USD

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	53,235.00
2. Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
3. Public Safety Project Management Services - Fixed Fee	34,515.00
4. Public Safety Technical Services - Fixed Fee	43,680.00
5. Public Safety Training Services - Fixed Fee	25,155.00

Services Services Total 164,385.00 USD

SUITE

DESCRIPTION	TOTAL
6. CentralSquare DEMS Services - Fixed Fee	2,600.00

Suite Services Total 2,600.00 USD

SERVICES SUMMARY

Services Total 166,985.00 USD

WHAT HARDWARE IS INCLUDED?**SERVERS**

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	PS Pro Production Server Annual Subscription Fee	1	12,635.10	12,635.10
2.	PS Pro Training/Testing Server Annual Subscription Fee	1	9,632.04	9,632.04
3.	PS Pro Warm Standby Server Annual Subscription Fee	1	11,488.08	11,488.08

Servers Hardware Total 33,755.22 USD

HARDWARE SUMMARY

Hardware Total 33,755.22 USD

QUOTE SUMMARY

Software Subtotal

242,377.65 USD

Services Subtotal

166,985.00 USD

Hardware Subtotal

33,755.22 USD

Quote Subtotal

443,117.87 USD

Discount

- 2,562.50 USD

Quote Total~~440,555.37 USD~~415,000.00

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	273,570.37
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

*After 5 years
14% increase 5%
per year*

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

go 10% - 30%

BILLING INFORMATION

increase for final quote

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Terms and Conditions for Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

ATTACHMENT 3

Tyler Technologies Quote



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

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To: CITY OF MONTEREY PARK
MANAGEMENT SERVICES DEPARTMENT
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754-2818
United States

Ship To: CITY OF MONTEREY PARK
MANAGEMENT SERVICES DEPARTMENT
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754-2818
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 50098		Net 30	USD	MISC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: MONTEREY PARK, CA				
1 Renewal: New World Third Party Maintenance - CAD Workstations Integration Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	26	EA	90.97	2,365.22
2 Renewal: New World LE CAD MSP Users Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	5	EA	2,730.21	13,651.05
3 Renewal: New World LE CAD MSP View/Inquiry Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	10	EA	181.98	1,819.81
4 Renewal: New World CAD Mapping MSP Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,548.37	2,548.37
5 Renewal: Additional New World Software for LE Records Standard Maintenance - Activity Reporting and Scheduling Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	3,640.74	3,640.74
6 Renewal: New World LE CAD MSP Users Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	20	EA	546.05	10,920.97
7 Renewal: Additional New World Software for LE Records Standard Maintenance - Alarm Tracking and Billing Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	3,640.74	3,640.74
8 Renewal: Additional New World Software for LE Records Standard Maintenance - Bookings Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	5,460.42	5,460.42
9 Renewal:	1	EA	3,640.74	3,640.74



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Phone: 1-800-772-2260 Press 2
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Email: ar@tylertech.com

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Company	Order No.	Date	Page
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No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
	Additional New World Software for LE Records Standard Maintenance - Career Criminal Registry Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months				
10	Renewal: Additional New World Software for LE Records Standard Maintenance - Case Management Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	3,640.74	3,640.74
11	Renewal: Additional New World Software for LE Records Standard Maintenance - Equipment Tracking Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	5,460.42	5,460.42
12	Renewal: Additional New World Software for LE Records Standard Maintenance - Field Investigations Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	3,640.74	3,640.74
13	Renewal: Additional New World Software for LE Records Standard Maintenance - Gang Tracking Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	5,460.42	5,460.42
14	Renewal: Additional New World Software for LE Records Standard Maintenance - Gun Permits and Registrations Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	3,640.74	3,640.74
15	Renewal: New World Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	7,280.11	7,280.11
16	Renewal: New World Single Jurisdiction Base LE Records Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	30	EA	606.55	18,196.60
17	Renewal: Additional New World Software for LE Records Standard Maintenance - Property Room Bar Coding Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	3,640.74	3,640.74
18	Renewal: New World Third Party LE Records Interface Standard Maintenance - On-Line Global Subjects Interface to State/NCIC Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,548.37	2,548.37
19	Renewal: New World Third Party LE Records Interface Standard Maintenance - On-Line Property Checks Interface to State/NCIC Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,548.37	2,548.37
20	Renewal:	1	EA	0.00	0.00



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Dallas, TX 75320-3556

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Phone: 1-800-772-2260 Press 2
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Email: ar@tylertech.com

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Company	Order No.	Date	Page
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No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
	New World Imaging Standard Maintenance - Digital Imaging MSP Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months				
21	Renewal: New World Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	10,555.79	10,555.79
22	Renewal: New World Analysis Base With One Application Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	13,831.51	13,831.51
23	Renewal: New World Base CAD/NCIC/Messaging Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	0.00	0.00
24	Renewal: New World Mobile Management Server Standard Maintenance (31-50 units) - Field Reporting Data Merge Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	18.21	910.54
25	Renewal: New World Field Reporting Server Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	72.82	3,641.10
26	Renewal: New World Mobile on MSP Server Integration Standard Maintenance - Mobile Upload Software (31-50 units) Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	174.73	8,736.52
27	Renewal: AVL Interface Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	30	EA	84.95	2,548.45
28	Renewal: New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(31-50 Units) Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	334.91	16,745.35
29	Renewal: Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (16-30 units) Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	30	EA	84.95	2,548.45
30	Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Drivers Lic Mag Stripe Reader/Barcode Rea Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	26	EA	50.95	1,324.81
31	Renewal:	26	EA	101.90	2,649.34



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P.O. Box 203556
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Questions
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Email: ar@tylertech.com

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Company	Order No.	Date	Page
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No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months				
32	Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	254.81	12,740.67
33	Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Complan Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	76.47	3,823.42
34	Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	26	EA	191.09	4,968.24
35	Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	254.81	12,740.67
36	Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	50.96	2,548.24
37	Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC via Swit Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	26	EA	127.40	3,312.44
38	Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Mobile Upload of Field Reports Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	50	EA	152.87	7,643.66
39	Renewal: New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Mugshot Image Download Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	26	EA	50.95	1,324.81
40	Renewal: New World LE CAD MSP Users Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	26	EA	76.47	1,988.18
41	Renewal: New World AVL Interface Standard Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	30	EA	84.95	2,548.45
42	Renewal:	30	EA	109.19	3,275.72



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Email: ar@tylertech.com

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Company	Order No.	Date	Page
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No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
	New World Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (16-30 units) Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months				
43	Renewal: New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (16-30 units) Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	0.00	0.00
44	Renewal: New World Standard Maintenance - JL Additional New World Search Engine/ORI Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	0.00	0.00
45	Renewal: New World Standard Maintenance - JL Consolidated Search Server Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	4,913.55	4,913.55
46	Renewal: New World Third Party Maintenance Maintenance: Start: 07/01/2024, End: 06/30/2025; Term: 12 months	15	EA	0.00	0.00
47	Renewal: Additional New World Enterprise Standard Maintenance for CAD - CAD AVL Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	4,004.40	4,004.40
48	Renewal: New World Enterprise Third Party Interface Standard Maintenance - On-Line CAD Interface to State/NCIC Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,548.37	2,548.37
49	Renewal: New World Enterprise Third Party Interface Standard Maintenance - CAD Paging Interface Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,548.37	2,548.37
50	Renewal: Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	1,020.93	1,020.93
51	Renewal: New World Enterprise Third Party Interface Standard Maintenance - E-911 Interface Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,548.37	2,548.37
52	Renewal: New World Enterprise Single Jurisdiction Law Enforcement CAD Standard Maintenance Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	10	EA	1,819.68	18,196.81
53	Renewal:	1	EA	2,548.37	2,548.37



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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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Company	Order No.	Date	Page
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No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Additional New World Enterprise Standard Maintenance for CAD - Service Vehicle Rotation Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months				
54 Renewal: Additional New World Enterprise Standard Maintenance for CAD - BOLOs Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,548.37	2,548.37
55 Renewal: CAD Data Mart Standard Maintenance Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	1,020.93	1,020.93
56 Renewal: New World Third Party Maintenance - Esri Version Upgrade Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	0.00	0.00
57 Renewal: Accurant Crime Analysis Interface (BAIR Analytics) - Maintenance Maintenance Plan: ; Start: 07/01/2024, End: 06/30/2025; Term: 12 months	1	EA	2,297.09	2,297.09

Does not include any applicable taxes

Order Total: 268,347.23

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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Company	Order No.	Date	Page
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To: CITY OF MONTEREY PARK
MANAGEMENT SERVICES DEPARTMENT
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754-2818
United States

Ship To: CITY OF MONTEREY PARK
MANAGEMENT SERVICES DEPARTMENT
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754-2818
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 50098		Net 30	USD	MISC	

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: MONTEREY PARK, CA					
1	Renewal: New World Source Code Escrow Maintenance Maintenance Plan: ; Start: 09/15/2024, End: 09/14/2025; Term: 12 months :	1	EA	2,275.28	2,275.28

Does not include any applicable taxes

Order Total: **2,275.28**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

ATTACHMENT 4

Motorola Flex Quote

Section 3

Pricing

Motorola pricing is based on a complete system solution. The addition or deletion of any component(s) may subject the total system price to modifications.

The information provided in this quote is for informational (or budgetary) purposes only and does not constitute an offer to sell or license any Motorola product. This quote is not binding on Motorola and Motorola is making no representations, warranties, or commitments with respect to pricing, products, or terms and conditions which would require more information and further detailed analysis of the requirements for which this quote is requested.

3.1 Flex Solution Pricing Summary

Flex Suite with Data Conversion	PRICE
Flex Hub/CAD/RMS/Mobile/Jail/Data Conversion	\$872,345.30
System Discount	(\$174,469.06)
Hardware - Optional	\$54,971.00
Year-1 Maintenance included	Included
Year-1 Total	\$697,876.24
2nd Year Maintenance	\$62,031.00
3rd Year Maintenance	\$64,512.00
4th Year Maintenance	\$67,092.00
5th Year Maintenance	\$69,776.00

CommandCentral Community	Price
CommandCentral Community Year-1	\$7,200.00
CommandCentral Community Year-2	\$7,200.00
CommandCentral Community Year-3	\$7,200.00
CommandCentral Community Year-4	\$7,200.00
CommandCentral Community Year-5	\$7,200.00



Date: May 22,2024

To: Monterey Park PD
Attn: Bob Hung
320 W. NEWMARK AVE
Monterey Park, CA 91754

Re: Communications System Financing Proposal

Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:

Year-1 of CAD/RMS/JMS and CC Community

Transaction Type: Municipal Lease Purchase Agreement (Tax-exempt)

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: Monterey Park PD

Total Transaction Value: \$ 705,076.24

Down Payment: \$ 0.00

Balance to Finance: \$ 705,076.24

Equipment: (As per the Motorola Solutions equipment proposal.)

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1
Lease Term	5 Years
Payment Type	Annually Arrears
Lease Rate	6.12%
Lease Factor	0.239302
Payment	\$168,726.15
Payment Commencement	First payment due one year after contract execution

Expiration: The above lease rates and factors are valid for all leases commenced by 6/21/2024. After this date the rate will be reset to reflect current market conditions.

Program Highlights: Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).

One hundred percent (100%) of a project's acquisition cost can be financed.

Payment frequency can be matched to meet your cash flow and budget requirements.

No pre-payment penalties.

Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

Qualifications:

Receipt of a properly executed documentation package.
Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

Documentation:

Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A/Equipment List
Schedule B/Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance
Resolution from governing body authorizing the execution of the Lease
Delivery & Acceptance Certificate

Please feel free to contact me if there are any questions, or if an alternate structuring is required.

Regards,
Denis Redzepagic
Mr
+1 (619) 577-3619

ATTACHMENT 5

Yuba County RFP Supporting Documents

The County of Yuba

Administrative Services Department

Perminder Bains, Director
915 8th Street, Suite 119
Marysville, California 95901



Phone (530) 749-7880

Fax (530) 749-7884

www.yuba.org

P. Bains

Yuba County, CA
Public Safety Systems Replacement Project
RFP 901639

January 25, 2023

Carol Jackson
Director of Implementation
Sun Ridge Systems, Inc.
PO Box 5071
El Dorado Hills, CA 95762

RE: Yuba County CAD/RMS/JMS Replacement Project

Dear Ms. Jackson:

The County of Yuba ("County") would like to thank Sun Ridge Systems, Inc ("Sun Ridge") for its proposal, product demonstration and all information provided to date in response to the County's RFP to replace its existing Computer Aided Dispatch (CAD) and law enforcement Records Management System (RMS) and Jail Management System (JMS). Of the many qualified firms that submitted proposals, Sun Ridge has been selected as the firm with whom the County desires to enter into contract negotiations for a new CAD/RMS/JMS.

The County has reviewed its needs in the context of the information provided in Sun Ridge's proposal and requests a complete contract package provided to the County by February 10, 2023. The contract package must include the items outlined in Attachment A. While the County realizes that some of the requested documentation has been provided over the course of the procurement process, the County requests the re-submittal of any such documents so that all contract documents are contained in a single package. After receipt and review of the contract package, the County will contact your firm to set-up a contract negotiations session.

Please be aware that Sun Ridge's RFP response and all additional correspondence provided to date will be incorporated into the final contract. Further, although the solution proposed by Sun Ridge is currently the first choice, the County may choose to enter into negotiations with another provider at any time. If you have any questions, please do not hesitate to contact me at LHennessy@co.yuba.ca.us.

Very truly yours,

Lee Ann Hennessy
Lee Ann Hennessy, MPM, CPSM

Administrative Analyst– Administrative Services
Yuba County, CA

The County of Yuba

Administrative Services Department

Perminder Bains, Director

915 8th Street, Suite 119
Marysville, California 95901



Phone (530) 749-7880

Fax (530) 749-7884

www.yuba.org

Attachment A – Contract Documentation Requirements

Document	Description
Standard Contract	The County provided Terms and Conditions as part of the RFP (Section III) and expects them to be included in a final contract. Any Terms and Conditions to which Sun Ridge objects (and that were identified as part of Sun Ridge's response to the RFP) must be identified, as well as proposed alternative language.
Statement of Work	The County and Sun Ridge will mutually develop a Statement of Work. The Statement of Work, including any exhibits or attachments, must be finalized and signed prior to contract signing.
Cost Summary	The County expects the Cost Summary to reflect the documentation submitted with Sun Ridge's Cost Proposal. The County expects to thoroughly discuss all cost detail components, including the assumptions behind all line items, as the first step of the contract negotiations process.
Payment Schedule	A payment schedule that meets the objectives outlined within the RFP must be finalized prior to contract signing.
Project Schedule and Personnel	A project schedule and assigned personnel (including resumes and references) must be provided to the County. Agreement on schedule and personnel is a prerequisite to contract signing.
Preliminary and Final Acceptance Tests	An Acceptance Test Plan must be provided to the County that meets the expectations that are described in Appendix E (Acceptance Test Requirements) of the RFP.
Hardware and Network Specifications	The County will review the proposed hardware and network specifications as part of the contract negotiations process. Any hardware and network specification requirements must be included in the final agreement.

The County of Yuba

Administrative Services Department

Perminder Bains, Director

915 8th Street, Suite 119
Marysville, California 95901



Phone (530) 749-7880

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www.yuba.org

Attachment A – Contract Documentation Requirements

Document	Description
Interface Control Documents	The County requires the development of Interface Control Documents for all interfaces prior to contract signing.
Additional Documentation: Correspondence	The County requires that all official correspondence regarding the requested services be made part of the final agreement.

Administrative Services

915 8th Street, Suite 119, Marysville CA 95901



REQUEST FOR PROPOSAL

**Computer Aided Dispatch, Records Management and Jail Management Systems
RFP 901639**

Notice to Prospective Proposers

April 27, 2022

You are invited to review and respond to this Request for Proposal (RFP), entitled 901639 – Computer Aided Dispatch, Records Management and Jail Management Systems. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the County of Yuba will include by reference General Terms and Conditions that may be viewed and downloaded at Internet site

https://www.yuba.org/departments/administrative_services/purchasing/purchasing.php

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Yuba County Sheriff's Department, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Lee Ann Hennessy, Administrative Analyst
Department of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901
(530) 749-7880
adminhelp@co.yuba.ca.us

Please note that no *verbal* information given will be binding upon the County unless such information is issued in writing as an official addendum.

Perminder Bains,
Purchasing Agent,
Director of Administrative Services

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I. INTRODUCTION

A. Project Description

The County is seeking proposals from qualified vendors to provide the Department with a suite of public safety software, including a Computer Aided Dispatch (CAD) and Mobile Computing (Mobile) System, Law Enforcement Records Management and Report Writing System (RMS), Jail Management System (JMS). The procurement includes interfaces, integrated third-party programs and ancillary equipment required to meet the County's desired functionality and performance expectations. In this Request for Proposals (RFP), the entirety of applications, interfaces, programs and equipment hereinafter referred to as "System". The County has a preference for a fully integrated suite of applications, but understands that this goal may not be optimum. As such, the County will accept proposals for stand-alone JMS systems with an appropriate interface to the selected RMS.

B. RFP Coordinator/Communications/Inquiries

Upon release of this RFP, all communications should be directed in writing via email to the RFP Coordinator listed below. Unless authorized by the RFP Coordinator, no other agency official or employee is empowered to speak for the County with respect to this procurement. Unauthorized contact with any employee of the County or Department may result in disqualification from the RFP process. Any oral communication will be considered unofficial and non-binding by the County.

Following the proposal submittal deadline, Proposers shall not contact the RFP Coordinator or any other County or Department official or employee, except to respond to a request by the RFP Coordinator.

The Coordinator for this RFP is:

Lee Ann Hennessy, Administrative Analyst
Department of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901
(530) 749-7880
adminhelp@co.yuba.ca.us

C. Background

Yuba County ("County") is located in the Central Valley region of northern California along the western slope of the Sierra Nevada and is home to nearly 80,000 residents. The County spans approximately 640 square miles with areas dedicated to agriculture business, as well as protected areas of the Plumas and Tahoe National Forests.

The Yuba County Sheriff's Department ("Department") consists of numerous Divisions and Units led by Department Administration (Sheriff and Command Staff), including the Patrol Division, Investigations Unit, Coroner, Jail, Dispatch and Records, Animal Care and the Civil Division. The Department operates a 911 Communications Center, where Department calls for service are dispatched by Communications Operators. The County Jail has a capacity of 428 beds, with the population consisting of a mix of County and contract inmates from other agencies.

Through this RFP, the Department hopes to acquire a System that will provide state-of-the-art functionality for both current and future needs. In addition to the requested applications, the System must seamlessly interface with the interfaces outlined later in this RFP. The following

sections provide further details regarding the current communications, records management and jail management environments.

D. Current Communications, Records and Jail Management Environments

i. Overview

The Department uses a legacy Superior/HTE application suite to provide functionality for core public safety systems including CAD, Mobile, Records and JMS. The CAD, RMS and JMS were most recently upgraded in 2012, while the Mobile application was most recently upgraded in 2017. The Department also uses more than 30 additional applications and databases to manage law enforcement data across its various operational areas to supplement the functionality offered by the Superior applications. Most of these separate databases are not interfaced to the Superior CAD, RMS or JMS, driving data silos, duplicate data entry and potential inconsistencies in data among the databases.

ii. Communications Environment

The Department's Communications Unit is comprised of 11 Dispatchers, a Communications Records Supervisor position and two records clerks. Communication Dispatchers perform Sheriff, fire and medical emergency communications and work with various public safety agencies in the County to coordinate the most effective response to calls for service including local law enforcement agencies, fire agencies, local government, and state agencies. The Department also provides CLETS access for the Department and other law enforcement agencies in the County.

Staff in the Communications Unit use multiple applications to conduct their daily operations, as outlined in the table below.

Table 1. Communications Technology

Application	Vendor	Purpose
E9-1-1	Intrado Viper	Receive and transfer incoming ANI/ALI information
CAD	CentralSquare (Legacy Superior/HTE)	Process calls, dispatch resources, and manage units and incidents
Mobile	MobileOne (Legacy Superior/HTE)	Transfer calls for service and serve as electronic conduit between dispatch and the field
AVL and Mapping	Vantage Point	Geospatial awareness for incidents and units in the field
E9-1-1	Vesta (Motorola)	Receive and transfer incoming ANI/ALI information
Sierra Wireless	Wireless Connectivity	4G/LTE Wireless connectivity in vehicles
Mobile Device Management	NetMotion	Wireless device updates, security and monitoring

iii. Report Writing Environment

Deputies are using the legacy Superior/HTE MobileOne application to complete reports, both while in the field and/or in station. The application possesses limited word processing

functionality and does not always save incomplete reports in the areas of the County with intermittent network connectivity. These system limitations are driving the use of third-party applications to write reports (MS Word) and have stymied system adoption away from hardcopy reports and forms.

In addition to the MobileOne report writing application, the Department utilizes CopLogic for citizen online reporting purposes.

Table 2. Report Writing Applications and Tools

Application	Vendor	Purpose
Word Processing	MS Word	Initiate incident reports from the field
Hardcopy Reports and Forms	N/A	Routing for review and approval is completed manually in hardcopy form
Citizen Online Reporting	CopLogic	Lower priority reports can be completed and submitted independently by Citizens

iv. Records Environment

In addition to the law enforcement Records unit, the records environment in the Department encompasses numerous additional functions including Crime Analysis, Civil, Permits, Registrations, Animal Care and Personnel, among others. While the legacy Superion application is used to build and route incident reports for approval, and retain approved reports for future queries, research and reporting purposes, the Department is supplementing the functionality offered with numerous external databases and applications as outlined in Table 3 below.

While some of the external applications are meeting the Department's needs in specific operational areas, the lack of integration among the applications is driving users to conduct multiple independent queries of disparate databases, opportunities for inconsistent data among the disparate applications and the development and use of third-party tools for data aggregation and reporting. The current records management system is not able to adapt to changes in legislation affecting crime reporting (CIBRS/NIBRS) and is not integrated with other core applications such as the JMS.

Table 3. Records Technology

Application	Vendor	Purpose
cRiMeS	Superion/HTE	Legacy RMS
Document Management System (DMS)	Superion/HTE	Extracts crimes data from JALAN/cRiMeS systems used for data dissemination and reporting
Property and Evidence	FileOnQ	Property and Evidence intake, check-out, inventory, disposition
California Sex and Arson Registry	CSAR	Query, add, update person information
Offender Registration	Accurint (Lexis/Nexis)	Registrant queries/research
K9	DOGTEAMPro	Tracking K9 training deployment records

Application	Vendor	Purpose
Be-On-The-Lookouts	APB.net	Sending information to users regarding missing persons and/or other pertinent BOLO information
Animal Care	Chameleon	Logging and reporting on Animal Control incidents
Civil	Teleosoft	Civil document service assignment, monitoring, accounting, reporting
Field Training	Agency360	Logging Field Training activities, reporting
Permits	Permitium	Citizen (CCW) and business permit application tracking
Pawn	CAPSS	Pawn slip/ticket creation, tracking, reporting
Court Case Management	Odyssey	Case transfer from PD to Courts for filing, prosecution and disposition
Jail Records	JALAN	Querying Jail Records from the RMS
Data Analysis	MS Excel	Data is exported from applications into Excel for statistical reporting, creating graphics/tables, and other analyses
Database Analytics	Qrep	Cognos database query and analytics
Probation	Local Probation Database	Query person information
Crime Analysis Mapping	ESRI ArcMap	Mapping historical incidents

v. Corrections Environment

While the legacy Superior/HTE JALAN application is the Department's primary JMS, the Department also uses numerous additional applications to supplement the functionality provided by JALAN, as outlined in Table 4 below. Though the Department has successfully modified some JALAN modules (commissary, banking/accounting, etc.) to meet its specific business needs and processes, lack of integration with the Report Writing application and RMS drives the Department to maintain separate master name indices for the applications, and limited native functionality is driving the Department to continue using hardcopy forms to track and log Corrections-related data (inmate movements, bed checks, etc.)

Table 4. Corrections Technology

Application	Vendor	Purpose
Jail Management System	JALAN (Legacy Superior/HTE)	Inmate intake, tracking, release; commissary, accounting
Corrections Officer Training	CorrectionsOne	Tracking and scheduling Corrections Officer training
Inmate Movements	Guard1 Plus (TimeKeeping Systems)	Inmate movement logging and reporting
Offender Custody Status	VINE	Automatic victim notification upon inmate status change
Biometrics	Live Scan	Fingerprint, identity verification
Inmate Phone System	GTL	Inmate call processing and recording

Application	Vendor	Purpose
Inmate Billing and Accounting	QuickBooks	Bail processing, medical billing
Booking Photos	DDSI	Capturing Booking photos during the booking process
Data Analysis	MS Excel	Data is exported from applications into Excel for statistical reporting, creating graphics/tables, and other analyses

vi. System Maintenance and Disaster Recovery Environment

The CAD/Mobile, RMS and JMS applications are currently operating in a Windows-based on-premise client-server architecture. All County public safety applications and technology are maintained by the County Information Technology Department (“County IT”). County IT handles ticket requests, provides trouble-shooting and application support (e.g., develop custom reports) for public safety applications.

The County deploys a highly virtualized environment using VMware for public safety applications and is using the Azure government cloud for other County applications. While the County maintains a secondary data center, it is not considered geographically diverse and therefore presents risk to the County. As such, the County is interested in understanding the options available for maintaining Highly Available applications in a robust on premise and cloud-based Disaster Recovery environment, including but not limited to vendor-hosted solutions, SaaS solutions and other alternatives.

E. RFP Anticipated Timeline of Events

Table 5. Anticipated Timeline of Events

RFP Event	Date
Release Request for Proposals	April 27, 2022
Pre-Proposal Conference	May 25, 2022
Last Date to Submit Questions	June 8, 2022
Last Date to Issue Addendum	June 16, 2022
Proposal Due Date	June 30, 2022
Proposal Evaluation	July – September 2022
Estimated Contract Award/Execution	November 2022

F. Proposal Due Date and Location

Proposals must be received not later than 11:00 AM, PT, Thursday June 30, 2022. Proposals must be submitted with the technical proposal separate from the cost proposal. Instructions for the technical proposal are in Section III and instructions for the cost proposal are in subsection IV.

A person who is authorized to legally bind the Proposer’s company must sign the Proposal. The Proposer shall acknowledge that the Proposal complies with any amendments, alterations or deletions to the RFP.

i. Electronic Submission

Proposals submitted electronically must be submitted on the County's purchasing site <https://secure.procurenow.com/portal/yuba?status=all> . Technical proposal and Cost proposal must be separate attachments. The County will not be responsible for any errors or proposals received after the due date and time.

ii. Mail Delivery Submission

Proposals submitted by mail must include title of the RFP, name and address of the Proposer on the envelope. An electronic copy of the Proposal must be included on a non-returnable flash drive. Technical proposal and cost proposal must be in separate sealed envelopes clearly marked "Technical Proposal" and "Cost Proposal". Proposals shall be delivered in a sealed envelope to:

Lee Ann Hennessy, Buyer
Department of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901

iii. Late Proposals

The Proposal opening is not public. Late Proposals will not be considered and will be returned unopened to the Vendor. It will be the sole responsibility of the Consultant to have its Proposal delivered to the County before the closing deadline. No responses will be accepted via facsimile.

G. Pre-Proposal (virtual) Conference/Meeting

The County will conduct a virtual pre-proposal conference with interested vendors at 10:00 AM, PDT, Wednesday, May 24, 2022. The purpose will be to review the RFP and to answer questions about any aspects of the RFP or of the project in general. To attend, email adminhelp@co.yuba.ca.us for the Zoom connection information not later than 11:00 AM, PDT, May 23, 2022. Although attendance is not mandatory, it is highly recommended.

H. Questions and Clarifications Regarding the RFP

Any explanation desired by a Proposer regarding the meaning or interpretation of the Request for Proposal must be submitted in writing to the RFP Coordinator. Email, postal mail or hand-delivered questions are permitted. No questions will be answer verbally, with exception of questions asked during the Pre-Proposal Conference. All questions answered verbally during the Pre-Proposal Conference, will be captured and answered via addendum shortly thereafter.

The deadline for all questions and requests for clarifications or interpretations is 3:00 PM PDT on June 8, 2022. The County is not obligated to respond to questions or requests for clarifications or interpretations not received by the stated deadline.

If the County determines that clarifications, supplemental instructions, or changes to this RFP are necessary, it will issue an official written addendum that will become part of this RFP and be included as part of the Contract. Oral explanations or instructions given before the award of the Contract shall not be binding. For each addendum, the Proposer must include a signed copy of the addendum acknowledging receipt and include it as part of the proposal.

II. SCOPE OF WORK & REQUIREMENTS

A. Project Overview

The County seeks to procure a state-of-the-art integrated Computer Aided Dispatch (CAD), Mobile Computing (Mobile), Field Reporting, Law Enforcement Records Management System (RMS) and Jail Management System (JMS) as well as identified interfaces (collectively “System”). While the County will accept proposals from vendors partnering to provide the desired scope of services, the County intends to work with a single Proposer serving as the Prime Contractor. The County desires the successful Proposer to provide the software, hardware and services described in the remainder of this RFP. However, the County reserves the right to purchase hardware from sources other than the Proposer.

B. Scope of Services

i. Software Systems

The County expects the Proposer to provide all software necessary to ensure a fully functioning system at the time of implementation. Proposers are responsible for providing a system with sufficient functionality and performance capabilities to support all of the County’s needs. The proposed system should be sized to meet the performance standards for the projected volumes plus a margin for unexpected growth. County requests the benefit of user-defined fields to support future growth for key elements of the application. The selected Proposer will assume any and all costs associated with increasing the system capabilities as required to support potential increases in volume within a five-year period after Final System Acceptance.

All proposed software versions must be available and operational in a live environment on or before the proposal deadline. The version for each module proposed must be identified in the Proposer’s response.

The following is a list of systems that must be included in the Proposer’s solution:

Computer Aided Dispatch (CAD): A robust and reliable CAD system designed to support law enforcement activities that fully integrates with other system application components and meets the requirements identified in Appendix B of this RFP. The CAD solution shall include real-time mapping, Automated Vehicle Location (AVL), and identified interfaces. The CAD configuration must address system redundancy factors and incorporate backup, failover and recovery solutions.

Mobile Data Client (Mobile): A Mobile data client with real-time integrated mobile mapping and AVL functionality that provides situational awareness and incident management tools to field personnel. The Mobile application must be fully integrated with CAD software to ensure a seamless transfer of information between the CAD and Mobile applications, as well as the Report Writing, Records Management and Jail Management Systems.

Law Enforcement Records Management System (RMS): A fully integrated, NIBRS-compliant (federal and California) RMS to perform a broad range of functionality as further defined in Appendix B. The system should also have tools to assist with data integrity and accuracy and users should be able to search and access external databases from a single query. The RMS solution should include all requested interfaces and provide for a seamless transfer of information between all applications.

Field Reporting: A Field Reporting application that allows field users to complete reports in a mobile environment and submit those reports electronically to the RMS via a Department-specified report approval process. The application should provide for the pre-population of report forms via integration with the Mobile application. Additionally, the system should support unique workflow requirements as dictated by the Department.

Jail Management System (JMS): A comprehensive Jail Management Solution that has the ability to manage bookings, inmate housing, tracking and incidents, photographs, commissary, visitor management, as well as support other duties required as part of corrections operations. The JMS should be integrated with the Field Reporting and RMS applications so as to allow for data to seamlessly data flow across applications.

Interfaces: In addition to the integration of the proposed System applications, the Proposer will be responsible for providing interfaces to the County and external systems described in this section. The specific functional requirements for each of the following interfaces are included in Appendix B to this RFP.

- 1) **Intrado Viper E9-1-1:** The County requires a one-way interface from the Intrado Viper E911 system to the CAD application to import E911 data into the CAD system. The County requires the interface to support the import of either Wireless Phase 1 or Phase 2 data, pre-fill the CAD incident mask with appropriate data from the Vesta E911 system, the ability to geo-validate the address imported from the E911 system immediately upon transfer and to plot the incoming 911 calls on the CAD map, among other functionality.
- 2) **NetClock:** The County requires the NetClock interface to provide the ability to synchronize time across the System, as well as time stamping all transactions.
- 3) **Flock Safety Automated License Plate Readers:** The County requires a one-way interface from the County's License Plate Reader system to the CAD application to notify dispatchers of a license plate "hit" as well as the ability to automatically query the ALPR database from the CAD or Mobile applications.
- 4) **LensLock Body Worn Cameras:** The County requires a one-way interface to transfer relevant call for service data from the CAD application to the LensLock body-worn camera database at agency-defined intervals.
- 5) **Yuba County GIS:** The County requires a bi-directional interface between the CAD application and the County GIS to enable a query from CAD to the County GIS for updates, and to update the CAD application if updates are available.
- 6) **CLETS/NCIC:** The County should be able to conduct NCIC queries from within the CAD and Mobile applications. Additionally, the County also desires a bidirectional interface between NCIC and the RMS/AFR. In addition to conducting queries from within the RMS, the County should be able to upload, update, edit and remove required NCIC data including, but not limited to: warrant; restraining order; order of protection; photo; sex offender; property; vehicle; person of caution; gang and gang member; gun; and missing persons (adult and juvenile) information. The County desires the ability to

update the RMS with information returned from a NCIC inquiry on the previous list of information.

- 7) **LexisNexis/Desk Officer Reporting System (DORS)**: The County uses Lexis/Nexis to enable Citizen online reporting and requires a one-way interface from the Lexis/Nexis DORS application to the RMS application to create an incident report for Department-approved incident types. The County also requires the ability to query the DORS application from the CAD and RMS applications.
- 8) **FileOnQ**: The County is seeking an interface to the FileOnQ systems that will allow property and evidence information captured in an individual's incident and other related reports to be transferrable to the FileOnQ system. Additionally, the System should support a query from the RMS into the FileOnQ system.
- 9) **Teleosoft**: The Department uses the Teleosoft application to manage the Civil document process. The County is seeking a two-way interface between the Teleosoft Civil application and the RMS to import person and other Department-defined data fields from the RMS master index to the Teleost application, and to export Department defined fields from the Teleosoft application to the RMS at Department-defined intervals.
- 10) **Agency360**: The Department uses the Agency360 application to track and manage data related to its Field Training program. The County is seeking a one-way interface between the Agency360 Field Training Officer reporting application and the personnel module of the RMS and the ability to transfer approved reports completed in Agency 360 to the RMS upon approval.
- 11) **Chameleon**: The Department uses the Chameleon application to manage its Animal Care data. The County is seeking a one-way interface between the Chameleon animal care application and the RMS to transfer Department-defined criteria from reports completed in Chameleon to the RMS (incident locations, incident types, etc.) at Department-defined intervals.
- 12) **Permitium**: The Department uses the Permitium application to track and manage Concealed Carry Weapons and Business permit applications and status changes. The County is seeking a one-way interface between the Permitium permitting application and the RMS to transfer Department-defined data (permit type, person information, location information, etc.) from the Permitium application to the RMS application master indices at Department-defined intervals.
- 13) **CalPhoto**: The County is seeking query access to the CalPhoto database from the Field Reporting and/or RMS applications to assist with the positive identification process.
- 14) **California Sex and Arson Registry (CSAR)**: The County is seeking a one-way interface between Department-defined fields in the CSAR database and the RMS master indices at agency-defined intervals.

- 15) **Accurint (Lexis Nexis):** The County is seeking query access to the Accurint application from the Field Reporting and/or RMS applications to conduct research in the field and/or in station.
- 16) **Karpel:** The Yuba County District Attorney's Office (DA) uses the Karpel case management application to track and manage case filing, prosecution and disposition. The County is seeking a two-way interface between the case management module of the RMS and the Karpel application to transfer approved and completed cases from the Case Management module of the RMS to Karpel, and case disposition information from Karpel to the RMS.
- 17) **Kronos:** The County is seeking a one-way interface from the Kronos scheduling and payroll application to the Personnel module in the RMS to transfer Department-defined criteria at Department-defined intervals.
- 18) **Records Management System:** For vendors that a proposing a stand-alone JMS the County requires a two-way interface between the proposed stand-alone JMS and the selected RMS. The County also requires the ability to query the selected RMS and JMS from any other System component (e.g. CAD/Mobile, RMS and JMS, respectively).
- 19) **LiveScan:** The County desires a two-way interface between the RMS and JMS and LiveScan system. The interface should allow all JMS users to transfer booking information to the LiveScan system, and auto-populate the appropriate submission fields. In addition, the interface should allow JMS users to add charges to existing LiveScan records. Finally, RMS and JMS users should be able to query subjects in LiveScan, with query returns populating the appropriate fields of the RMS and JMS.
- 20) **California VINE:** The County is seeking a one-way interface from the JMS to VINE to update an inmate's custody status and other Department defined criteria upon being updated in the JMS.
- 21) **GTL Inmate Phone System:** The County is seeking a one-way interface from GTL to the JMS to log Department-defined criteria in the JMS.
- 22) **GTL Touchpay:** The County is seeking a one-way interface between the GTL Touchpay application and the JMS to transfer and update inmate invoices, logs and deposit information from the GTL Touchpay application to the JMS.
- 23) **Wellpath:** The County is seeking a one-way interface from Wellpath to the JMS to transfer Agency-defined updated inmate medical information from the Wellpath system to the JMS.
- 24) **CorEMR:** The County is seeking a one-way interface from the JMS to the CorEMR application to update the custody status of inmates at Agency-defined intervals.
- 25) **Guard1 Plus:** The County is seeking one-way interface between the Guard1 Plus application and the JMS to transfer Department-defined criteria transferred from the Guard1 Plus application into the JMS and query the Guard1 Plus application from the JMS.

- 26) DDSI Booking Photos:** The County is seeking a one-way interface between the DDSI Booking Photo system and the JMS to transfer booking photos to the associated person information captured in the JMS master index.

ii. Hardware and System Software

The Proposer shall supply all necessary hardware and system software to ensure that the application software provided by the Proposer will perform at its optimum capabilities for users. It is expected that the system will be able to integrate with the enterprise systems, including Microsoft Active Directory and ESRI ArcGIS, and support handhelds and tablets on non-MS Windows operating systems. The solution should be cyber-hardened and comply with CJIS/FIPS 140-2 standards for securing data at rest and in transit.

The County will provide all server and workstation hardware (excluding peripherals), but expects the Proposer to provide, where indicated in the RFP, minimum specifications necessary for optimum application software performance. These specifications should include maximum age of hardware and software versions. The County expects a minimum of three (3) environments: Production, Backup, and Training/Testing.

The County will consider off-premise (e.g., cloud, hosted or SaaS), on-premise as well as hybrid solutions. If an alternative option is proposed and the functionality significantly differs from that of the on- premise solution, responses must clearly reflect those differences.

iii. Implementation and Support

The Proposer, with appropriate involvement from County employees, must perform all tasks required to implement the proposed system, including all configuration, testing, training, and construction of interfaces. The Proposer must include in its proposal a comprehensive project plan showing time and resources required to accomplish tasks.

iv. Project Management

The contracting firm will be responsible for applying project management methodologies in the areas of project planning, resource management, project monitoring, configuration management, quality assurance, test planning and execution, training, change management, business process re-engineering, and post-implementation support.

- The Proposer must employ professional project management software such as Microsoft Project.
- Proposer must describe the location in which they intend to perform the different phases of the project.
- The Proposer shall provide a project manager who, along with the County's project manager, will be responsible for the overall success of the Project.
- During the course of the project, until Final System Acceptance, the contracting firm's Project Manager will:
 - Attend regular status meetings
 - Submit regular status reports, covering such items as:
 - Progress of work being performed
 - Milestones attained

- Resources expended
- Problems encountered
- Corrective action taken
- Status of issues/problems
- Participate in weekly project status conference calls
- Provide agendas, post-trip reports, and other similar documentation, as required by the County
- Coordinate all resources and meetings in concert with the County's Project Manager

v. Business Process Re-Engineering

The County believes this Project will alter current business processes. The County expects to work with the Proposer to identify process changes and develop training tools and materials to facilitate the transition to the new systems using new business processes.

vi. Documentation

Documentation must be developed to support the software and the County's business processes. Any software tools or utilities that are desirable to tune, test, maintain or support the system must be specified in the documentation. Any tailoring or configuring must be documented and delivered to the County.

All user documentation, including application and interface documentation, help documentation and software tutorials shall be available online and accessible from within the relevant application. Additionally, the successful Proposer is expected to provide sufficient copies of each type of user documentation to each user group.

vii. Configuration and Training

The County recognizes the involvement, understanding, and commitment of employees is essential to the successful implementation of the proposed System. As such, County employees will assist in all key process design and configuration decisions.

It should be noted that training may need to take place in various locations throughout the County and at times that are convenient to personnel working non-regular hours. The Proposer is expected to provide the following types of training programs:

- 1) A training program for the County's core project implementation team that includes the training necessary to understand the overall system architecture, interface configurations, data import/export capabilities and workflow configuration options.
- 2) A training program for application administrators that includes the training necessary to configure, tailor, monitor and administer the system's technical and functional aspects.
- 3) A training plan and training documentation to support the training of all end-users in the functionality of the various proposed system components relevant to their job duties.

- 4) Post-implementation training for ongoing end-user training of the initial system, as well as for future version releases.

Except for post-implementation training, all training must be completed in a satisfactory manner before the County will give formal Final System Acceptance. Proposers shall make available post-implementation training as requested by the County.

Additionally, the Proposer shall provide a training system that will allow users to simulate live operations for the System without degrading system performance.

viii. System Testing

System implementation must include adequate provisions for functional, performance and reliability testing before Final System Acceptance. The County requires the Proposer's involvement in the development and execution of all test plans to assure the System delivers the expected results.

Satisfactory completion of a mutually agreed-upon acceptance test for each stage of the implementation is required, as is a final acceptance test in a fully integrated environment (to ensure components work together as intended). The acceptance test will include a confirmation of each functional requirement identified in Appendix B, in addition to required performance and reliability acceptance procedures.

ix. Warranty, Support and Maintenance

Warranty

The entire system solution as proposed in this RFP must include a first-year warranty, including all software updates, enhancements and refinements and interfaces, for a minimum of twelve (12) months after the Final System Acceptance date. The warranty shall conform to contractually agreed upon specifications and protect against any defects or damage caused by manufacturers, Proposers, or proposed Subcontractors, in the System's equipment or software. Additionally, the Proposer will warrant its responses to the functional requirements included in Appendix B to this RFP and any other element of this RFP and will agree to attach its RFP response to any contract reached with the County.

Final System Acceptance shall be determined by the County according to an agreed upon testing plan. All repairs and expenses to cover repairs made under warranty, including parts, software, labor travel expenses, meals, lodging and any other costs shall be borne by the Proposer. All repairs and expenses to cover repairs that are due to the Proposer's inability to perform based upon warranty guidelines shall be borne by the Proposer.

Support and Maintenance

The County expects that a six (6) year maintenance and support agreement will be offered. It is expected that Year 1 of maintenance (defined as one year from date of final system acceptance) will be at no charge. Furthermore, a 24 x 7 x 365 support plan shall be mandatory for the CAD/Mobile applications. The County support agreement must describe priority levels for system errors and include a guaranteed response time for each priority level in accordance with the system performance requirements defined in Appendix D.

x. Key Personnel and SubcontractorsKey Personnel

The Proposer shall identify key personnel for the project as described in Section V Proposal Submission and Formatting Instructions. Proposer should understand that key personnel is an important criterion by which the proposer will be evaluated and selected; therefore, Proposer will not have the ability to replace key personnel, unless there are extenuating circumstances. Any substitutions shall require prior written approval by an authorized representative of the County and the County will not accept personnel whose credentials are not equal to or better than the key personnel for which a substitution is sought. The contract entered into with the successful proposer will include a provision that addresses this requirement.

Subcontracting

The Proposer shall identify any subcontractors. The Proposer shall not replace or add subcontractors without express written approval of the authorized contracting official.

III. YUBA COUNTY STANDARD TERMS AND CONDITIONS – SOLICITATIONS

The following general terms and conditions are to be incorporated into and will become a part of this contractual agreement ("Solicitation") between Bidder/Vendor/Contractor, ("Bidder") and Yuba County ("County"). Please note: pursuant to Public Contract Code 3247, Contractors will be required to provide a performance bond for projects in excess of \$25,000.

1. **Agreement.** "Terms and Conditions" stated in this document shall apply to this Contract between the Bidder and County. Any other terms and conditions must be agreed to by the County in writing. Upon submittal of this proposal, the Bidder agrees to abide by these Terms and Conditions. This Solicitation is binding on the heirs, successors, assigns, and representatives of the Bidder.
2. **Acceptance.** Acceptance of Solicitation Bid implies the acceptance of all Terms and Conditions contained herein, and all specifications, drawings, and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The County may reject any or all bids and may waive any immaterial deviation in a bid. The County's waiver of immaterial deviation shall in no way modify the Bid document or excuse the proposer from full compliance with all requirements if awarded the agreement. Bidder should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to lack of careful examination of work sites and all specifications. No oral understanding or agreement shall be binding on either party.
3. **Modifications and Amendments.** If it is determined amendments to the Solicitation are necessary, addenda shall be issued and sent to all bidders. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline as set forth in the Bid Process Dates. Bid modifications offered in any other manner, oral or written, will not be considered. A bidder may withdraw its bid by submitting a written withdrawal request to the County, signed by the bidder or an authorized agent in accordance with the Department of Administrative Services. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline. More than one bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
4. **Compliance with Law.** Bidder shall be subject to and comply with all Federal, State, County, and local regulations with respect to its performance and any disputes arising under this Bid, including but not limited to, licensing, employment, purchasing practices; wages, hours, and conditions of employment, and nondiscrimination; the Fair Labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973. In addition, the applicable regulations of the For Employment and Housing Act Commission implementing Gov. Code §12990 (a)-(f), are incorporated into this contract by reference and made part hereof as if set forth in full (Cal. Code Regs, tit. 2., §7285.0 et seq.). Contractor and its subcontractor(s) shall give written notice of their obligations under this clause to labor organization s with which they have a collective bargaining or other agreement.
5. **Indemnification.** The Bidder agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands, and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this Solicitation to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Bidder during the operations in connection with the performance of work or duties undertaken as a result of the acceptance of this Bid.
6. **Insurance.** Bidder shall provide proof of at least \$1,000,000 General Liability coverage, unless otherwise specified. Bidders shall be required to provide a certificate of insurance naming County as additional insured before beginning work/services in amounts specified by County for the term of a Contract.

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7. **Jurisdiction.** This Solicitation is made in the County of Yuba and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Bid shall be instituted and prosecuted in the courts of the County of Yuba, State of California.
8. **Endorsements.** Bidder shall not in its capacity as a Bidder with the County publicly endorse or oppose the use of, or attribute qualities or lack of qualities of, any particular brand name or commercial product / service without the prior approval of the County. Bidder shall not imply County's endorsement of Bidders products or name.
9. **Inspection.** Bidder's performance, place of business, and records pertaining to this Bid are subject to monitoring, inspection, review, and audit by authorized representatives of the County, State of California, and Federal Government. County of Yuba will verify compliance of business at www.SAM.gov.
10. **Records.** Bidder shall keep and make available for inspection and copying by authorized representatives of the County, State of California, and Federal Government, the Bidder's regular business records and such additional records pertaining to this Bid as may be required by the County. County shall retain all documents pertaining to this Solicitation for three (3) years from the Solicitation ending date and for any further period that is required by law.
11. **Costs.** Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the County of Yuba.
12. **Contractors:** If Applicable, Bidder shall possess license(s) required in the bid at the time a Contract is awarded (PCC3300). Bidder shall provide a Payment Bond for public works projects, when project is in excess of \$25,000 (PCC3247). For public works projects greater than \$1000, the Bidder shall pay the general prevailing rate of per diem wages to all workers employed on Bided project as established by the California Department of Industrial Relations (PCC1770-1780). Bidder shall be required to maintain and furnish upon request, a certified copy of each weekly payroll containing a signed statement of compliance (PCC1771.5(b)(3)).
13. **Assignment.** This order or any payment due hereunder is not assignable by Bidder without written approval of County.
14. **Confidential Bid Information.** No part of the Bid response is to be marked as 'confidential.' County may refuse to consider any bid response marked as such. County shall not be liable in any way for disclosure of any such records. All bid responses shall become the property of Yuba County. County reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.) Each bid received, with the name of bidder, shall be recorded, and records will be open to public inspection after award of Contract.
15. **Activities on Premises and County Confidentiality.** Site-walks and pre-bid conferences are subject to a Confidentiality Agreement. Bidders will be required to accept and sign before execution of event. Bidder must meet all County facility safety and security guidelines. Bidder must maintain compliance with all Federal, State, and local confidentiality regulations. At no time shall Bidder's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any County information that they come across in the performance of this Bid.
16. **Time is of Essence.** All deadlines non-negotiable and are as set in Solicitation, unless otherwise adjusted in Addendum form. County reserves the right to reject bids that do not comply with any deadline.
17. **Conflicts of Interest.** Bidder, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Bid to influence any

governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.

18. Safety and Security Guidelines. Supplier must meet all County facility safety and security guidelines including but not limited to background checks through the County Sheriff's Department at Supplier's expense.

19. Cancellation. County reserves the right to terminate any contract, purchase order, or award, in whole or in part at any time, when in the best interests of the County, without penalty or recourse. Upon receipt of written notice, supplier shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

20. Loss Leader. It is unlawful for any person engaged in doing business within the State of California to sell or use any article or product as a "loss leader" as defined by Section 17030 of the Business and Professions Code, pursuant to Public Contract Code Section 10302.

21. Civil Rights Certification. All person(s) or organization(s) submitting a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that the person(s) or organization(s) complies with Public Contract Code §2010 as it pertains to Unruh Civil Rights Act and California Fair Employment and Housing Act.

22. Ethical Compliance. In submitting a proposal or bid, Contractor, its employees, agents, representatives and sub-contractor(s) shall at all times maintain high ethical standards and avoid conflicts of interest in employees, officers, agents, and representatives shall comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs, or similar unethical practices, pursuant to Contractor Code of Business Ethics and Conduct §52.203-13. If any action arises during the term of agreement, County reserves the right to suspend or terminate contract without penalty.

IV. SAMPLE AGREEMENT

The following website provides a sample of Yuba County's Standard Professional Services Agreement. If no internet access is available, a hard copy can be provided by contacting Yuba County Administrative Services Department at the contact provided on the title page.

https://www.yuba.org/departments/administrative_services/purchasing/purchasing.php

V. PROPOSAL SUBMISSION AND FORMATTING INSTRUCTIONS**A. Proposal Submission Requirements**

Proposals should provide straightforward and detailed descriptions of the proposer's ability to satisfy the requirements of this RFP. Proposals must be received not later than 11:00 AM, PT, Thursday, June 30, 2022. Proposals may be submitted either electronically or by mail deliver in accordance with the instructions in the subsections below, and must be submitted with the functional proposal separate from the cost proposal.

A person who is authorized to legally bind the Proposer's company must sign the Proposal. The Proposer shall acknowledge that the Proposal complies with any amendments, alterations or deletions to the RFP.

i. Electronic Submission

Proposals submitted electronically must be submitted on the County's purchasing website: <https://secure.procurenow.com/portal/yuba?status=all> . The Functional proposal and Cost proposal must be separate email attachments. The County will not be responsible for any errors of email transmissions received after the due date and time.

ii. Mail Delivery Submission

Proposals submitted by mail must include title of the RFP, name and address of the Proposer on the envelope. All hardcopy proposals must be submitted under sealed cover and sent by the dates and times stated above. Cost Proposal shall be sealed in a separate envelope from Proposal Package. A minimum of four (4) copies of the proposal must be submitted in addition to the original. The original proposal must be marked, "ORIGINAL." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. In addition, please submit one (1) electronic copy of both the Functional and Cost Proposals on separate USB drives. The USB drives must include a .PDF version of the entirety of the proposals (functional and cost proposals separate) as opposed to separate files broken down by section. Sealed proposals shall be delivered to:

Lee Ann Hennessy, Buyer
Department of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901
901639
CAD/Mobile, RMS and JMS Proposal
DO NOT OPEN

iii. Small Business Preference and DVBE

Small Businesses and DVBE welcome to apply.

iv. Late Proposals

The Proposal opening is not public. Late Proposals will not be considered and will be returned unopened to the Vendor. It will be the sole responsibility of the Consultant to have its

Proposal delivered to the County before the closing deadline. No responses will be accepted via facsimile.

B. Proposal Formatting Instructions

To facilitate the review of the responses, the Proposer shall submit and organize the Proposal in accordance with this section. At the County's discretion, deletions or incomplete responses in terms of content or aberrations in form may render the proposal non-responsive.

These guidelines govern the format and content of the Functional and Cost Proposals. Only information essential to an understanding and evaluation of the proposal should be submitted. Items not related to the RFP (generalized brochures, marketing material, etc.) will not be considered in the evaluation.

The County expects the Functional Proposal to be divided into ten (10) clearly marked and identified sections. The Cost Proposal (Section 11) must be submitted separately as described elsewhere in this RFP. The proposal must follow the format prescribed below and address all requirements identified in this RFP. The objective of the prescribed format is to facilitate the review of all proposals. Failure to complete and furnish all information requested in the specified form and format may result in the rejection of the proposal.

The following table describes each section. Proposers should label each section as described in the table and provide a table of contents that includes page number references. The paragraphs following the table explain the detail requested for each section, and are referenced accordingly in the table.

Table 5. Proposal Format Overview

Section	Description
1	Letter of Transmittal/Executive Summary/Table of Contents
2	Proposer Background and Experience
3	Proposer References
4	System Architecture
5	System Software and Application Software
6	System Testing and Acceptance
7	Implementation and Project Management
8	Documentation and Training
9	Support, Warranty, and Maintenance Provisions
10	Contract Provisions
11	Cost Proposal

Technical proposals shall address the items described in sections numbered 1 through 11, in the order listed. Failure to follow all proposal layout requirements may result in disqualification. Completed forms must be submitted in their original format (Word or Excel). Proposers can also submit the forms in PDF format if they wish.

i. Cover Letter

The Proposer shall submit a formal Cover Letter on official company letterhead that contains the following:

Statement of Interest: This statement shall indicate the firm's general interest and capability to perform the project. It shall also include a brief summary of any information that might be especially important to the County.

Statement of Capability: This statement shall indicate the Proposer has the technical expertise, facilities, capabilities and financial resources necessary to perform the work.

Statement of Proposal Life: The proposal must have a proposal life of at least one-hundred eighty (180) days or the length of contract negotiations from the RFP due date. This is the time during which the proposal is a firm offer and a contract may be entered.

Contact Person: The Proposer shall include the name, title, address, telephone number, and email of the key contact person for any questions regarding the proposal.

Signature of Authorized Representative: An authorized representative of the firm must sign the proposal and the name and title of the representative must be typed below the signature. The proposals containing the original signatures shall be clearly marked "Original."

ii. Proposer Section 2: Proposer Background and Experience

1. Identify the Prime Contractor and all subcontractors.
2. For each Contractor and Subcontractor, complete and include the Contractor/Subcontractor Information Form (Appendix A – Form A).
3. If the Proposer is a corporation, formal proof of the authority of the officer signing the Proposal to bind the corporation should be submitted with the proposal. A copy of the corporate resolution or minutes can be adequate proof; a simple letter is not sufficient.
4. Provide background information about:
 - a. The Proposer's company history and experience in the market for public safety information systems
 - b. If a subcontractor is proposed, provide a history on previous work completed together by the proposer and subcontractor. Include the following for each project in which the proposer and subcontractor have worked together:
 - Agency (include point of contact)
 - Project date
 - Applications installed
 - Responsibilities of each party
5. For the Prime Contractor, complete and include the Vendor Financial Background Form (Appendix A – Form B).

iii. Proposal Section 3: Proposer References

1. Each vendor (Contractor and Subcontractor) must complete and include the Reference Form (Appendix A – Form C). Each vendor must provide ten references, including at least three references for recent installations (within the past 3 years) of the software version(s) being proposed, three references representing long-standing relationships (greater than years ago) and three references in California.
2. Proposers should supply references that will be available to speak via a conference call with the County for approximately one hour. Proposers should assume that the County will contact all provided references. The County will not notify Proposers that their references will be contacted. The County reserves the right to contact additional clients for references, if deemed necessary, without notice to the Proposer.

iv. Proposal Section 4: System Architecture**1. System Diagram**

Provide a diagram of the proposed System architecture. The diagram should include an overall representation of the servers, network, peripherals, workstations, mobile data components and interface points, as well as a representation of the System environments (Production, Backup, and Training/Testing).

- Note: All items listed in Hardware Costs section of the Cost Proposal must be included in the diagram and vice versa.

2. Proposed Hardware Configuration

- a. Complete and include the Server Configuration Form (Appendix A – Form D).
 - All servers required to implement the proposed solution must be included in the Server Configuration Form.
- b. Describe the computing environment the County needs to provide for the application software to perform optimally. Provide the minimum specifications recommended for each component of the computing environment.
- c. What are recommended specifications for end-user client devices for dispatch, mobile computing, report writing and records management, and jail management.
- d. List the system, application or third-party software the County is required to provide for your applications to run as intended and to meet the functional requirements in Attachment B.
- e. Describe the ability of the proposed servers to support the requirements and processing performance characteristics for the volumes described in Appendix C for at least five years from the date of Final Acceptance.
- f. Complete and include the Recommended Workstation Hardware Form (Appendix A – Form E).

- g. The Mobile and Report Writing applications will be deployed across varying hardware, screen sizes, and resolutions. Will the System support:
 - 1. Varying hardware types, or must they be uniform
 - 2. Varying screen sizes, or must they be uniform?
 - 3. Varying resolutions, or must they be uniform?
- h. What end-user devices do the proposed solutions support?
- i. Will mobile solutions run on Android and iOS?

3. Performance and Reliability

- a. Describe the immediate back-up/failover parameters that the System provides in the Production Environment.
- b. Describe any impact to systems (e.g., interference to normal operations, system shutdown) that will occur during:
 - 1. Server upgrades and/or replacements
 - 2. Application software upgrades/updates
- c. The County expects all System applications to operate concurrently at designed capacity. How will Proposer ensure concurrent operation of all System components without any System degradation?
- d. The County expects the System will be available 99.999 percent of the time. Describe how the Proposer will guarantee this level of System availability both initially and during the life of any license and maintenance contract.
 - 1. Should the System fail to meet its performance standards, what remedies will be provided to the County?

4. System Failover and Restoration

The following subsection refers to the back-up/disaster recovery environment and not the production environment. The County is assuming that the production environment is designed in such a way that will allow for immediate fail-over and back-up (e.g., through the use of clustered servers or similar).

- a. Provide a detailed description of the proposed back-up/disaster recovery environment.
- b. Do operations automatically failover to the back-up/disaster recovery environment in the event of a failure in the production environment?
 - 1. What actions must be taken to activate the back-up/disaster recovery environment?
 - 2. How much time is required until operations commence in the back-up/disaster recovery environment when operations in the production environment fail?
 - 3. How will the Proposer's recommended System backup process affect the live operation of the System?

- c. Are all system functions (inquiry and update) available during backup? If not, explain the level of availability of System functions during backup.
- d. Describe the tasks required by County personnel and the level of technical knowledge required to perform the backup.
- e. Are backups made on an earlier software version or hardware platform always available in the current system? Describe any limitations.

5. Network Compatibility

- a. Describe the network that will be necessary to provide connectivity to the application(s).
- b. Will a dedicated network solely for the proposed applications be required?
- c. Describe the network requirements for the Mobile and Field Reporting systems to operate optimally (e.g., 4G, LTE, etc.).
- d. Can the proposed applications be accessed through a web browser?
- e. Describe how the mobile dispatching system works in an environment of intermittent mobile computer connectivity.
 - 1. Describe any functional limitations of the Mobile application in an environment of intermittent mobile computer connectivity.
- f. Describe how the Report Writing application works in an environment of intermittent mobile computer connectivity.
 - 1. Describe any functional limitations of the Report Writing application in an environment of intermittent mobile computer connectivity.

v. Proposal Section 5: System and Application Software

1. Operating System

- a. Provide the name and version number of the proposed Operating Systems for:
 - 1. Servers
 - 2. CAD Workstations
 - 3. Mobile and Report Writing Workstations
 - 4. Records Management System Workstations
 - 5. Jail Management System Workstation

2. System Software Application and Utilities

- a. Complete and include the System Software Form (Appendix A – Form F), identifying the name, company, and release level of the following applications and any other programs that the Proposer recommends above and beyond the main applications:
 - Database Management System
 - Communications Protocol

- Languages/Development Tools
- Utility/Report Writer Programs
- Administrative Tools

Note: All software must be accounted for within this section. If Proposer is assuming that the County already owns required software, those assumptions must be stated. Assume all Windows OS Client Access Licenses will be provided by the County.

- b. What tools does the system provide to support password recovery?

3. Software License Agreement

- a. Include copies of the proposed standard software licensing agreements.
- b. What type of licensing agreement is proposed for each application (e.g., concurrent, named, etc.)?
- c. How many licenses are proposed per application?
- d. Does the Proposer provide a site license option(s) for all system components proposed? If no, please identify those components for which site licensing is not an option and indicate why a site license would not be the most cost-effective option.

4. Major System Components

- a. Use the Excel Workbook provided in Appendix B to indicate how Proposer can satisfy the County's functional requirements. The Proposer should complete the spreadsheet, but should not modify or alter the workbook format in any manner except to provide responses where requested. Modification or alteration of the workbook format may result in rejection of the proposal. The Proposer should include the workbook in electronic format on a flash drive.
- b. The Proposer should leave the workbook as an Excel file and not convert to .pdf. If the Proposer wants to provide a .pdf version of the Excel file, it should do so in a file separate from the main functional proposal document.
- c. All detailed requirements in Appendix B are numbered in the left-hand column. These identification numbers should not be changed or omitted in the proposal.
- d. If functionality is not available, but expected to be available in future versions of the software, the proper response is "N." The expected release date can be noted in the "Comments" column.
- e. Detailed response instructions are included on the first worksheet of the workbook. Failure to follow the instructions will result in rejection of the proposal. Proposers are asked to indicate their ability to comply with the requirement using the codes described in the instructions.

5. Interfaces and Integration

- a. Complete and include the Interface Identification Form (Appendix A – Form G) for each proposed interface. If an Interface Identification Form is not provided for an interface, the County will assume that it is not included in the proposed solution. For each interface:
 - Describe Proposer’s specific experience with the desired interface, including number of sites installed, date initially installed, operational status, direction of data exchange, and the development language or tool
 - Described the proposed approach to developing the interface
 - List any assumptions or constraints (e.g., communications protocol) to successfully completing the interface
 - Describe the services being provided and any assumptions regarding working with the interfacing organization to develop the interface
 - If the Proposer has experience with a similar interface to a system being requested by the County, the Proposer should indicate as such.
- b. Describe reporting tools native to the proposed applications.
- c. Describe third-party reporting tools that are included with the proposed solution.
- d. It is likely that the County will require additional interfaces over the lifetime of the application. As such:
 1. What is the Proposer’s approach to simplifying and supporting the development, installation and maintenance of interfaces developed after the contracted system has been implemented?
 2. Is a repository/warehouse offered that will support a data dump from the proposed applications that would allow third party applications to query the database?
 3. What training is provided for users to develop unique third-party interfaces?

6. Security Features

- a. Describe to what level of depth (field, screen, module, etc.) security and permissions may be controlled within an application module.
- b. Describe the auditing capabilities of the System (include screenshots).
- c. Describe the process (and technical requirements) for which Proposer intends to access the proposed system after it has been deployed to provide remote diagnostics.
- d. Does the system support Active Directory?
- e. Are passwords enforced per CJIS security requirements?
- f. Does the system support SAML for authentication?
- g. Does the system support MFA at the application level?

7. Geofile

- a. Describe the process by which the System will initially build the map from the County's GIS source data.
- b. What ESRI software – and version – is required (e.g., ArcGIS for Server, ArcGIS for Desktop, etc.)?
- c. What GIS data/base map layers are required for the geofile?
- d. What utilities are provided to manage the geofile?
- e. Describe the system administration tasks required to create, update, and maintain the geofile.
- f. What is the process for synchronizing the geofile with the County's GIS database?
- g. What is the impact to the System when the geofile is being updated? For example, does the System need to be taken offline? Are users required to re-log-into the System?
- h. Can the system integrate with internet map service programs (e.g., Google Earth, Bing maps)?
- i. Does the System adhere to NENA addressing conventions/standards?

8. System Administration

- a. What periodic System management functions should be performed to maintain System performance?
- b. How much System Administrator time is needed per week?
- c. Use the Post-Implementation System Staffing Form (Appendix A– Form H) to identify the resources required to provide ongoing support for the system after implementation.

9. System Configuration

- a. Describe how each system can be uniquely configured, specifically addressing:
 1. User interface
 2. Code tables
 3. Call types and dispositions
 4. Function keys/commands
- b. How does the system support the Department's specific report workflow and approval processes?
- c. How are configuration settings, templates and code tables synchronized across all environments (production, backup, training, etc.)? The County's preference is that tools are available to synchronize the environments with minimal user intervention.
- d. Do code tables migrate during upgrades?

vi. Proposal Section 6: System Testing and Acceptance

1. The County requires a review process to verify the Proposer's responses to all of the functional requirements and to confirm that the proposed software meets defined user requirements prior to commencing software implementation. Describe your approach to confirming requirements, determining modifications necessary to meet the County's specifications and then addressing those modifications.
2. Provide an overview of the roles and responsibility of the County and Proposer in designing and executing test plans.
3. The County requires three (3) types of tests: Functional, Stress and Reliability and Performance Testing. Please note these tests include interfaces as well as system integration. The following questions are specific to each test.
4. Functional Testing
 - a. Describe how each requirement in the functional requirements matrix will be tested.
 - b. Describe how each interface will be tested.
 - c. Who will be responsible for writing the test scripts for each requirement?
 - d. Who will be responsible for conducting the test scripts?
 - e. At what point in the implementation will this step occur?
 - f. Are there any limitations on time for completion of testing?
 - g. Will all applications undergo functional testing?
 - h. In the event that a functional requirement cannot be met, what is the remediation process that will be taken?
5. CAD Stress Testing
 - a. How will the CAD system undergo stress testing?
 - b. Will it occur in the County's production environment?
 - c. What actions will the Proposer take in the event the System fails stress testing?
6. Reliability and Performance Testing
 - a. What System performance requirements (e.g., transaction times) will be utilized for baseline performance testing?
 - b. What system tools will be provided to measure the performance of the system as compared to the agreed-upon standards?
 - c. Will the Proposer agree to meet these performance requirements over the:
 1. Warranty period?
 2. Lifetime of the System?

- d. For how long will the performance and reliability period last? The County desires a reliability period of 90 days.
- e. Describe the process should the system fail during the reliability test period, as well as actions that will be taken by the Proposer (including time frames), as well as its effect on the length of the testing period (e.g., will testing be restarted, paused, etc.).
- f. Are any actions unique to the severity of the error?
- g. If the System continually fails during the acceptance test procedures, what type of reimbursement will the Proposer provide to the County?
- h. The County will apply the Acceptance Test Plan included in Appendix E. Does the Proposer accept these terms? If not, explain any exceptions and propose alternatives. If an alternative is suggested, at a minimum, provide a sample of the plan that illustrates the process and parameters underlying its test approach.

vii. Proposal Section 7: Implementation and Project Management

Proposers must clearly label and identify each sub-section for easy reference.

1. Project Management

- a. Describe the Proposer's approach to managing an implementation of this magnitude. Address at minimum:
 - Project communications
 - Project planning
 - Schedule management
 - Issue management
 - Scope management
 - Risk management
 - Quality assurance
 - Project status reports
- b. When configuring/building the applications:
 - 1. Will the County start with a "blank" system and expected to provide all code tables from scratch, or will a baseline set of codes be installed with the delivery of the system?
 - 2. Will the system come pre-built with all NIBRS-required fields and corresponding data elements?
 - 3. How will system implementers ensure that the County's build team does not overwrite or delete NIBRS-required fields?
 - 4. What type of forms will be provided to assist in the development of code tables (e.g., Excel files)?

- c. Include in this section a Statement of Work that breaks down the System implementation by tasks and delineates Proposer and the County's responsibilities within each task.
- d. Provide a list of all deliverables that will be provided over the course of the project. Each deliverable listed should note the corresponding phase to which it pertains.
- e. Include in this section a realistic implementation project schedule. For simplicity, assume a January 1 start date.
- f. The implementation of a COTS solution is likely to greatly alter the County's business practices.
 - 1. Describe the process by which the Proposer will work with the County to identify and review current business processes and provide recommendations to improve overall officer efficiency by leveraging the functionality of the System.
 - 2. What specific documentation will be provided to the County both during and after implementation regarding current and future business processes?
 - 3. Provide sample documentation of a previous client in which a business process was analyzed and a new process was developed leveraging the proposed software.

2. Project Team

- a. Identify a project manager who will be the primary point of contact for the duration of the project through formal project acceptance. Note that this individual must be available for oral interviews.
- b. Include in this section resumes for the proposed personnel.
- c. Any personnel from the successful Proposer working directly on the project, or any third party who may be contracted to work on the project by the successful proposer will be subject to a background investigation and fingerprint check before being allowed to work with the County on the proposed system. Is there any reason that Proposer would object to this condition of the Contract?
- d. Describe the process and actions available to the County should the assigned project manager not meet the performance expectations of the County, what alternatives are available to the County?
- e. Use the Implementation Staffing Form (Appendix A – Form I) to provide a description of the County agency personnel required to implement the proposed system.

3. Legacy Data Access

- a. The County will require access to its legacy data, up to ten years, pursuant to internal control policies, either by having that data available in the new system or available for querying purposes. The County is open to alternative proposals, and expects to rely on the Proposer's experience with accessing

legacy data from its current system to identify the most effective manner in which to access the data. Provide a proposal for accessing legacy data. The proposal should describe:

1. Multiple approaches and the advantages and disadvantages of each approach
2. Recommended approach
3. Proposer's experience with the recommended approach
4. Expected duration to convert data
5. County resources required to convert data using the recommended approach.
6. Include costs for each approach as options in the Cost Proposal (Appendix A – Form O).

viii. Proposal Section 8: Documentation

1. What documentation will be provided as part of this Project?
2. Is the System documentation consistent with instructions supplied by the online help for the proposed Software Applications? Describe any inconsistencies.
3. Will all documentation be tailored to include County-specific configuration, requirements or functionality developed during the implementation process?
4. Will the Proposer provide authority to copy documentation for internal use as necessary? State any exceptions.
5. Will the Proposer be willing to provide a complete set of user documentation for the finalist evaluation phase?
6. Is documentation available with upgrades? If so, does the Proposer provide an entirely new set of documentation, or does the documentation reflect only the changes?

ix. Training

It is anticipated that the Proposer and the County will work together to develop a final training plan that will include training formats (e.g., train-the-trainer, end user training, locations, timeframes, curriculum). The County requires a preliminary Training Plan with the Proposal to assess the Proposer's approach to training.

1. Provide a training plan, including the approach to providing System, Software Application and System Administration training.
2. Use the Training Hours Form (Appendix A – Form J) to provide a description of classes.

Please note, this is specific to end-user training. Hours that are dedicated to system configuration are not application to this section.

3. In total, how many hours are proposed for:
 - a. System Administrators
 - b. CAD End Users

- c. Mobile End Users
- d. Report Writing End Users
- e. RMS End Users
- f. JMS End Users
- g. Other (describe)

Please note, this is specific to end-user training. Hours that are dedicated to system configuration are not applied to this section.

4. Does the Proposer provide refresher training?
 - a. If yes, is the cost included as part of maintenance?
 - b. Does the Proposer provide any computer-based training options (either online or via USB) to bring new employees up to speed on the System?

x. Proposal Section 9: Support, Warranty and Maintenance Provisions

1. Customer Support
 - a. Describe Customer Support options that will be available to the County, including:
 1. Telephone support
 2. Web-based support
 3. On-site support
 - b. When does the County start paying the annual maintenance fee or recurring costs?
 - c. Describe standard and optional Customer Support services that will be offered to the County.
 - d. Does the Proposer support User Groups? If so, describe the user group process as it pertains to future product enhancements.
 - e. The County has included descriptions of the support procedures it expects to receive from the successful Proposer in Appendix E. Should your firm take exception to any of the procedures described in Appendix E, please identify the exceptions and propose alternatives using the table below. “Priority Level” refers to the categorizing issues; “Priority Description” refers to the definition of the applicable priority; “Response Time” refers to the time when the Proposer will reply to the County’s request; and “Resolution Time” refers to the time it will take for the issue to be remedied.

Priority Level	Priority Description	Response Time	Resolution Time

- f. The County does not expect to pay for service it is not receiving and will expect reduction in future maintenance fees for errors not resolved in a timely manner. Explain the compensation the Proposer will offer for:
 - 1. Errors not remedied within an agreed upon number of hours within a given quarter
 - 2. Errors not remedied within an agreed upon number of hours of a given year
 - 3. Errors not remedied with the next release fix
- g. Is 24x7x365 support standard or optional for the proposed systems? If it is optional, provide the cost for 24x7x365 in Appendix A, Form O Optional Costs.

2. Warranty

- a. Provide in this section a copy of the Proposer's standard warranty.
- b. Will the proposed System include a minimum first year warranty commencing at Final System Acceptance? If not, explain.
- c. Does the Proposer warrant that the implemented System will conform with its responses to the functional requirements in Appendix B?
 - 1. If not, explain.
 - 2. List any conditions of warranty.
- d. Will the Proposer agree to cover expenses to repairs made under warranty, including parts, software, labor, travel expenses, meals, lodging and any other costs associated with the repair?
- e. Do any Customer Support provisions differ during the Warranty Period (as compared to during Maintenance Periods)?

3. Software Application Maintenance

- a. Include in this section of copy of the Proposer's standard maintenance agreement.
- b. Describe how Proposer keeps clients apprised of software development and release plans.
- c. What is the process for delivery and installation of fixes, upgrades, and new releases? Specifically:
 - 1. How often does the Proposer provide software updates and enhancements?
 - 2. How are changes to software tested and documented?
 - 3. Will interfaces be upgraded along with the standard applications? If so, how will Proposer ensure that interfaces are not broken or compromised?
 - 4. If customizations are proposed, will they be upgraded along with the standard applications? If so, how will the Proposer ensure that customizations are not lost or compromised?

5. How will software on the MDCs be upgraded? Will updates be pushed to the devices or will updating MDCs require manual intervention?
- d. How are customer requests for enhancements handled?
- e. Do system upgrades/enhancements require vendor intervention – either on-site installation or require the scheduling of resources to download and install the upgrade/enhancement?
- f. Are updates provided to meet changes in federal and state requirements?
 1. Is there an additional charge for these updates?
 2. If there are additional charges, how are they determined?
- g. How long is maintenance continued for older releases? Will the County be required to upgrade to a latest release?
- h. What training assistance is provided for updates?

xi. Proposal Section 10: Contract Provisions

1. The successful Proposer will be required to sign a Contract for this engagement with the County. The County intends to incorporate the contract provisions provided in the link in Section IV.
 - a. Does the Proposer agree to incorporate the County's provided terms and conditions?
 - b. If the Proposer does not agree to incorporate the County's provided terms and conditions, identify any section number(s) that is not in concert with the Proposer's provided Contract, describe the discrepancy, and submit the Proposer's alternative language.
2. Provide a copy of the Proposer's travel policy (e.g., restrictions, per diem, etc.).
3. Insurance Requirements: The County requires, at minimum, the insurance provisions in Attachment E – Insurance Provisions, provided in the link in Section IV of this RFP.
4. Contractor Responsibilities:
 - Provide County with proof of insurance on an annual basis.
 - Provide all Contractor personnel with the right tools, equipment and materials necessary for work to be completed.
 - All equipment and tools which shall be the appropriate type for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work.
 - Contractor shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the County, any such defect that may become apparent within a period of one year after completion of work.
5. County Responsibilities:
 - Provide power
 - Provide water source
6. Contractor Deliverables:

Services may include, but not limited to the following.

- Hardware and Software Installation
- System Training
- System Configuration
- System Testing
- Project Management

xii. Proposal Section 11: Cost Proposal

If Proposer is submitting response by mail, submit 1 (one) original and four (4) hardcopies of the Cost Proposal, as well as one (1) electronic copy on a USB drive. The Cost Proposal must be submitted in a separately sealed binder or folder distinctly marked as the Cost Proposal. Failure to submit a separate sealed Cost Proposal may result in disqualification of the entire proposal. If submitting electronically, please submit the Cost proposal as a separate file from the Functional Proposal.

Each subsection of the Cost Proposal must be clearly identified and labeled.

Please note that:

- Proposals must be for a fixed price solution.
- All costs for every component referred to in the proposal, including options, must be included in the cost proposal.
- Costs must be unbundled and separately listed. Proposals that do not detail specific costs on the provided forms may be considered non-responsive.
- The Proposer shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- Should the Proposer have failed to either include in the price, or to deliver to the County, any component necessary to perform the functionality or provide services as proposed in the RFP, the Proposer shall be required to provide same at the Proposer's own expense.

The first five (5) subsections require using provided forms to present a detailed breakdown and summary costs by categories for the following proposed System components:

- Hardware
- System Software
- Application Software
- Implementation Costs
- Optional Costs

The sixth subsection summarizes the total one-time costs and the seventh subsection identifies recurring system costs for six (6) years following System Acceptance. Both require the use of provided forms.

In addition to the Cost Proposal, Proposers may attach pricing sheets in their own format.

1. Hardware Costs

- a. Using the Hardware Cost Form provided in Appendix A – Form K, list all provided hardware as requested in the “Hardware and System Software” section of the Scope of Services in this RFP.
 - Include total purchase costs and total maintenance costs for each hardware item.
 - The “Annual Maintenance Cost” should represent the average cost of maintenance for 6 years.

2. System Software

- a. Using the System Software Cost Form provided in Appendix A – Form L, list all System software proposed for the system as requested in the “Hardware and System Software” section of the Scope of Services in this RFP.
 - Include total costs and annual maintenance costs.
 - The “Annual Maintenance Cost” should represent the average maintenance cost for 6 years.

3. Application Software Costs

- a. Using the Application Software Cost Form provided in Appendix A – Form M, list all proposed Application Software.
 1. The Application Software Cost Form includes five (5) tables that must be completed:
 - I. Table 1: CAD Application Costs
 - II. Table 2: Mobile Application Costs
 - III. Table 3: Report Writing Application Costs
 - IV. Table 4: RMS Application Costs
 - V. Table 5: JMS Application Costs
 - VI. Table 6: Interface Costs
 - VII. Table 7: Other Module/Component Costs
 - VIII. Table 8: Total Application Software Cost
 2. All costs required to provide the software functionality requested in this RFP must be included in these tables. The Proposer will be responsible for any costs not accounted for in these tables.
 3. The “Annual Maintenance Cost” should represent the first year of maintenance. The County does not expect to pay for maintenance during the first year of application use after Final System Acceptance.
 4. The “Annual Yearly Maintenance Cost Increase (Percentage)” should represent the expected annual increases that the County can expect for Years 2 – 6.

5. All interfaces included on the Interface Identification Form must be included on the Application Software Cost Form. If there is no cost, please indicate as such. Any interfaces that are additional and not requested should be added to rows at the bottom of the form. Note that the costs associated with interfaces include all costs associated with the development, testing and deployment of the defined interface.

4. Implementation Costs

- a. Use the Implementation Cost Form provided in Appendix A – Form N to describe and list all other costs that would be associated with implementation of the Proposed System, including, but not limited to the following:
 - Installation
 - System Build/Configuration
 - Project Management
 - End-User Training
 - Testing
 - Go-Live On-Site Support
 - Travel
 - Escrow
 - Any other costs (describe)
- b. Data conversion options should not be included in this section.
- c. Note that costs not identified will not be accepted in a final contract.

5. Optional Costs

- a. Use the Optional Cost Form provided in Appendix A – Form O to describe and list all optional cost items that could be associated with implementation of the System.
- b. Any optional costs to which the Proposer refers in the Functional Proposal must be identified on the Optional Cost Form in order for that option to be considered in the evaluation process.
- c. The Proposer must provide a cost for any proposed software modification required to meet functional requirements. If a cost is not provided, it will be assumed that there is not a cost for the modification. If ultimately there will be a cost, the Proposer will be responsible for that cost.
- d. Include Data Conversion options within this section.
- e. Please note, Optional Costs should not be included when totaling any costs, as described in the following subsections.

6. Total One Time Costs

- a. Using the Total One Time Cost Form provided in Appendix A – Form P, present a summary of all one-time costs for the proposed System. Any

subtotals carried forward to this form should agree with the corresponding detail forms.

7. Recurring Costs Summary

- a. Using the Recurring Cost Form provided in Appendix A – Form Q, present a summary of all recurring costs for the proposed System. Any subtotals carried forward to this form should agree with the corresponding detail forms.

8. Hourly Rates

- a. What hourly rates are proposed as part of this Contract? Note that these rates should be guaranteed for at least two years from date of contract signing.

9. Payment Schedule

- a. The County expects the following payment schedule outlined below. Does the Proposer accept these terms? If not, explain any exceptions and propose alternatives.
 1. 10% Upon Approval of Project Plan
 2. 15% Upon Completion of Hardware and Software Installation
 3. 15% Upon Completion of Functional Testing
 4. 15% Upon Completion of Training
 5. 20% Upon Completion of Go-Live
 6. 25% Upon Final System Acceptance

VI. EVALUATION PROCEDURE AND CONTRACT AWARD

A. Evaluation Procedures

Proposals will be evaluated by an Evaluation Team. Evaluation team will consist of at least three (3) panelists. Panelist selection will derive from the nature of the solicitation, knowledge in the field within the scope of work, understanding of County policies and procedures, and third-party overview. The Evaluation Team will consider the completeness of a Proposal and how well the Proposal meets the needs of the County and the Department.

B. Weighted Criteria

All proposals are competitive-sealed and are evaluated based on weighted criteria. A preliminary review shall be made of the proposals by the Evaluation Team. Aggregate, not individual, scores shall be available for review.

C. Scoring and Evaluation Factors

The evaluation factors reflect the totality of considerations represented in the requested proposal responses. While cost is important, other factors are also significant and the County may not select the lowest Cost Proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives for a fair and reasonable cost.

The County intends to review each written proposal and then invite finalist vendors for system demonstrations. Finalist vendors may also be subject to reference checks and site visits.

The Evaluation Team will formulate its recommendation for award of the Contract based on the totality of information provided in the RFP response and subsequent presentations and/or interviews, if required.

Please be advised that this is the Evaluation Team's intended approach. The Committee may alter the evaluation procedure (e.g., bypass or modify steps in the process) if it is determined to be in the best interests of the County. Further, the Evaluation Team is responsible for a System recommendation and is not the final decision-making body.

D. Contract Award and Execution

Award will be made to the proposer whose proposal is determined in writing to be the most advantageous, considering evaluation factors set forth in this RFP. Award is not solely based on price, but also upon contractor due diligence and technical superiority of the proposal. The County reserves the right to enter into a Contract without further discussion of the submitted proposal. Therefore, the Proposal should be initially submitted on the most favorable terms the proposing party can offer. The RFP document and the successful party's proposal response, as amended by agreement between the County and the successful party, may become part of the Contract documents. Additionally, the County may verify the successful party's representations that appear in the proposal. Failure of the successful party to perform as represented may result in elimination of the successful party from evaluation or in Contract cancellation or termination.

The County shall not be bound, or in any way obligated, until both parties have executed a Contract. The Proposer may not incur any chargeable costs prior to final Contract execution.

E. Protest

Award will be made to the responsible, responsive proposer whose proposal is determined in writing to be the most advantageous, considering evaluation factors set forth in this RFP. Award is not solely based on price, but also upon contractor due diligence and technical superiority of the proposal.

If any actual or prospective bidder, offeror, or contractor wishes to file a protest, may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days from the day the bid tabulation and notice of intent to award are distributed. All protests must be sent by certified or registered mail.

If any proposer, prior to the award of agreement, files a protest with the Department of Administrative Services, 915 8th Street, Suite 119, Marysville, CA 95901, on any grounds that the (protesting) proposer would have been awarded the contract for any such reason, the agreement shall not be awarded until either the protest has been withdrawn or the Director of Administrative Services has decided the matter. All protests must be sent by certified or registered mail.

Form K: Hardware Cost Form

The included proposed hardware should be for system peripherals and any other required hardware, excluding back-end hardware (system servers) and CAD workstations. The County reserves the right to purchase hardware from sources other than the Proposer. Use this form to list all hardware that the Proposer will include with the system (exclude installation and freight). *Make as many copies of this table or add rows as needed to ensure all costs are included.*

Component Description	Make/Model, Part #	Qty.	Total Purchase Cost	Annual Maintenance Cost
None Proposed				
Total Hardware Cost:			\$0	\$0

Form L: System Software Cost Form

Use this form to list all system software being proposed for the System. All software included in the System Software Form must be detailed individually in this form. *Make as many copies of this table or add rows as needed to ensure all costs are included.*

Description	Version	Cost	Annual Maintenance Cost
None Proposed			
Total System Software Cost:		\$0	\$0

Form M: Application Software Cost Form

Use this form to identify costs associated with each module included in the System. This form is divided into eight (8) tables and each must be completed. To be considered responsive, costs for each module must be individually detailed. *Make additional copies of each table or add rows as needed to ensure that all costs are provided for all Application software.*

Table 1: CAD Application Costs

CAD Application Component	Licensing Option (e.g., Concurrent, User, Site)	Number of User Licenses	Cost Per License	Total Cost	Annual Maintenance Cost (Year 2)	Annual Yearly Maintenance Cost Increase (Percentage)
RIMS Computer Aided Dispatch	Site	Site	NA	\$173,250	\$25,988	4%
RIMS In-Station Mapping Software	Site	Site	NA	\$46,200	\$6,930	4%
CAD Subtotal:				\$219,450	\$32,918	

Table 2: Mobile Application Costs

Mobile Application Component	Licensing Option (e.g., Concurrent, User, Site)	Number of User Licenses	Cost Per License	Total Cost	Annual Maintenance Cost (Year 2)	Annual Yearly Maintenance Cost Increase (Percentage)
RIMS Mobile Computer Software	Site	Site	NA	\$103,500	\$15,525	4%
iRIMS/Law Mobile App Software	Site	Site	NA	\$31,900	\$4,785	4%
RIMS Mobile Mapping Software	Site	Site	NA	\$19,800	\$2,970	4%
Mobile Subtotal:				\$155,200	\$23,280	

Table 3: Report Writing Application Costs

Report Writing Application Component	Licensing Option (e.g., Concurrent, User, Site)	Number of User Licenses	Cost Per License	Total Cost	Annual Maintenance Cost (Year 2)	Annual Yearly Maintenance Cost Increase (Percentage)
Included in RIMS Mobile Computer Software and RIMS Records Management Software						
Report Writing Subtotal:						

Table 4: RMS Application Costs

RMS Application Component	Licensing Option (e.g., Concurrent, User, Site)	Number of User Licenses	Cost Per License	Total Cost	Annual Maintenance Cost (Year 2)	Annual Yearly Maintenance Cost Increase (Percentage)
RIMS Records Management Software	Site	Site	NA	\$173,250	\$25,988	4%
RMS Subtotal:				\$173,250	\$25,988	

Table 5: JMS Application Costs

JMS Application Component	Licensing Option (e.g., Concurrent, User, Site)	Number of User Licenses	Cost Per License	Total Cost	Annual Maintenance Cost (Year 2)	Annual Yearly Maintenance Cost Increase (Percentage)
RIMS InCustody Jail Management Software	Site	Site	NA	\$198,000	\$29,700	4%
JMS Subtotal:				\$198,000	\$29,700	

Table 6: Interface Costs

Interface	Total Cost	Annual Maintenance Cost (Year 2)	Annual Yearly Maintenance Cost Increase (Percentage)
Intrado Viper E9-1-1	\$15,000	\$2,250	4%
NetClock	Not Proposed		
Flock Safety ALPR	Not Proposed		
LensLock BWC	\$3,000	\$450	4%
Yuba County GIS	Not Proposed		
CLETS/NCIC	\$15,000	\$2,250	4%
LexisNexis/DORS	\$5,000	\$750	4%
FileOnQ	\$5,500	\$825	4%
Teleosoft	Not Proposed		
Agency360	Not Proposed		
Chameleon	Not Proposed		
Premidium	Not Proposed		
CalPhoto	Not Proposed		
CSAR (Offender Registration)	Not Proposed		
Accurint/LexisNexis	Not Proposed		
Karpel	\$8,000	\$1,200	4%
Kronos	Not Proposed		
Records Management System	Not Required		
LiveScan	\$11,000	\$1,650	4%
California VINE	Included		
GTL Inmate Phone System	\$3,000	\$450	4%
GTL Touch Pay	Not Proposed		
CoreEMR	\$11,000	\$1,650	4%
Guard1 Plus	Not Proposed		
DDSI Booking Photos	Not Proposed		

Interface	Total Cost	Annual Maintenance Cost (Year 2)	Annual Yearly Maintenance Cost Increase (Percentage)
Interface Subtotal:	\$76,500	\$11,475	

Table 7: Other Module/Component Costs

Module/Component	Licensing Option (e.g., Concurrent, User, Site)	Number of User Licenses	Cost Per License	Total Cost	Annual Maintenance Cost (Year 2)	Annual Yearly Maintenance Cost Increase (Percentage)
RIMS Officer Training Management Software	Site	Site	NA	\$9,900	\$1,485	4%
Citizen RIMS Public Access Software	Site	Site	NA	\$14,300	\$2,145	4%
Other Subtotal:				\$24,200	\$3,630	

Table 8: Total Application Software Modification Costs

	Total One-Time Cost	Total Annual Maintenance Cost	Annual Yearly Maintenance Cost Increase (Percentage)
Total CAD Application Cost (From Table 1)	\$219,450	\$32,918	4%
Total Mobile Application Cost (From Table 2)	\$155,200	\$23,280	4%
Total Report Writing Application Cost (From Table 3)	\$0	\$0	-
Total RMS Application Cost (From Table 4)	\$173,250	\$25,988	4%
Total JMS Application Cost (From Table 5)	\$198,000	\$29,700	4%
Total Interface Cost (From Table 6)	\$76,500	\$11,475	4%
Total Other Module/Component Cost (From Table 7)	\$24,200	\$3,630	4%
Total Application Software Cost:	\$846,600	\$126,991	4%

Form N: Implementation Cost Form

Use this form to describe and list all other costs that would be associated with implementation of your System. Costs not identified will not be accepted in a final Contract. *Make additional copies of this form or add rows as necessary to include all costs.*

Item	Cost
Installation	\$123,700
System Build/Configuration - included in training	-
Project Management	\$94,260
End-User Training	\$110,125
Testing – included in installation	-
Go-Live On-Site Support – included in training	-
Travel	\$16,587
Escrow	Not Provided
Other: (describe) – Data Conversion: CAD, RMS, JMS	\$98,600
Other: (describe) – Map Data Engineering	\$2,500
Total Implementation Costs:	\$445,772

Form O: Optional Costs

Use this form to describe and list all optional cost items that could be associated with implementation of the System. Where applicable, identify the section of the Proposal that refers to the listed optional item. Any functional requirements marked with an “M” must have associated costs; in the event they are not included on this form, the assumption is that it is no cost modification. *Make additional copies of this form or add rows as necessary to include all costs.*

Optional Items	Proposal Section Reference	Cost	Annual Maintenance Cost	Annual Yearly Maintenance Cost Increase (Percentage)
Total Optional Costs:				

Form P: Total One Time Cost Form

Provide a summary of all one-time costs for the proposed System. Any subtotals carried forward to this page should agree with the corresponding detail pages.

Item	One Time Cost	Total Annual Maintenance Cost	Annual Yearly Maintenance Cost Increase (Percentage)
Hardware	Not Proposed		
System Software	Not Proposed		
Application Software	\$846,600	\$126,991	
Implementation	\$445,772		
Total Not To Exceed One Time Cost (Excluding Options)	\$1,292,372	\$126,991	
Optional Costs	Not Proposed		

Form Q: Recurring Costs Summary Form

Use this form to provide a summary of all recurring costs for the proposed System for the first six (6) years of ownership after Final System Acceptance. Please note that the County does not expect for any recurring costs in the first year following Final System Acceptance for Application Software. Any subtotals carried forward to this page should agree with the corresponding detail pages.

Item	Recurring Cost Year 1	Recurring Cost Year 2	Recurring Cost Year 3	Recurring Cost Year 4	Recurring Cost Year 5	Recurring Cost Year 6
Hardware Maintenance	NA	NA	NA	NA	NA	NA
System Software Maintenance	NA	NA	NA	NA	NA	NA
Application Software Maintenance	\$126,991	\$132,070	\$137,353	\$142,848	\$148,562	\$154,504
Other Recurring Costs	NA	NA	NA	NA	NA	NA
Total Annual Recurring Costs (Excluding Options)	\$126,991	\$132,070	\$137,353	\$142,848	\$148,562	\$154,504
Optional Recurring Costs	NA	NA	NA	NA	NA	NA

The prices for Years 2 – 6 are valid if purchased as part of the original contract. If not purchased initially, they should be considered budgetary estimates only.

Appendix A - Proposal Response Forms

Several sections of the RFP require the use of Response Forms, which are provided in this Appendix. **The Proposer must use the Response Forms when indicated and include in the appropriate section.** Unless otherwise instructed, do not retype or alter these forms.

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Form A: Contractor/Subcontractor Information

Complete a copy of this form for each Contractor and Subcontractor.

1. Contractor/Subcontractor Name:

Sun Ridge Systems, Inc.

2. Prime Contractor? ☒ Yes ☐ No

3. Describe the nature of the Contractor's organization (individual, partnership or corporation; private or public; profit or non-profit).

Corporation

4. Headquarters Address:

P.O. Box 5071
El Dorado Hills, CA 95762

5. Identify the Contractor Representative for this Proposal. Include the telephone number, email address and mailing address for each designated representative.

Name	Title	Contact Information
Carol Jackson	Director of Implementation	CarolJ@SunRidgeSystems.com 530-221-0663

6. In what year was the company formed?

2001

7. For how many years has the company provided public safety systems?

21

8. Has the company worked with other public safety agencies in the State of California?

Yes, more than 200

9. List other businesses in which the company is involved.

None

10. Is the company a subsidiary or owned by a larger company? If so, describe the parent company and the relationship of the company to the parent company.

No

11. How many employees does this company have?

20

12. Has the Contractor (or Subcontractor) been involved in litigation completed (or currently involved in litigation) within the past five years? If so, state for each case of litigation:

No

a. The nature of the litigation

NA

b. Whether the case settled or went to trial

NA

c. The outcome of the litigation, unless it was governed by a confidentiality agreement (if so, please indicate as such)

NA

Form B: Contractor Financial Qualifications

1. What was the Contractor's annual gross revenue and net profit percentage during the last three fiscal years?

	Annual Gross Revenue	Net Profit
Fiscal Year 2021	\$10,433,846	\$4,314,030
Fiscal Year 2020	\$10,596,716	\$5,819,683
Fiscal Year 2019	\$5,905,813	\$1,476,292

2. Provide the following for at least one bank reference.

Bank Name: El Dorado Savings Bank
Address: 3963 Park Drive
El Dorado Hills, CA95762
Phone: 916-933-3002
Contact: Anyone

3. Provide the Contractor's Dunn & Bradstreet Number: _067717251_____

Form C: Reference Form

Complete a copy of this form for each Contractor and Subcontractor.

Sun Ridge Systems, Inc, 203 agencies in California. Below is a small sampling of agencies in your general vicinity. We encourage you to review our full list of California agencies at:

<https://sunridgesystems.com/home/rims-markets/california-rims-agencies/>

	Agency Name, Address, Contact, Title, Phone Number, E-Mail	Service Area Population	Annual Incident Reports	Applications Installed, including Current Version	Original Installation Date	Implementation Duration (from Project Kickoff to Final System Acceptance)	NIBRS Installation (Y/N)	Key Interfaces
1.	Butte County Sheriff's Office 33 County Center Drive Oroville, CA 95965 Cameron Camp, Records Supervisor 530-538-2861 ccamp@buttecounty.net	33,400	We do not collect this data	Current versions of: CAD, RMS, In-Station Mapping, iRIMS, Collaborate Data Sharing, Citizen RIMS, TIMS,	2017	11 Months	Yes	CLETS Link E911 Link, eProsecutor Link, FileOnQ Link, Saadian Flat File Export
2.	El Dorado County Sheriff's Office 200 Industrial Drive	160,000	We do not	Current versions of: CAD, RMS, Mobile	2021	7 Months	Yes	CLETS Link E911 Link, eProsecutor

	Agency Name, Address, Contact, Title, Phone Number, E-Mail	Service Area Population	Annual Incident Reports	Applications Installed, including Current Version	Original Installation Date	Implementation Duration (from Project Kickoff to Final System Acceptance)	NIBRS Installation (Y/N)	Key Interfaces
	Placerville, CA 95672 Undersheriff Bryan Golmitz 530-621-5655		collect this data	Computers/OFR, iRIMS, CitizenRIMS, InCustody JMS, Property Room, Officer Training Management, In-Station Mapping, Mobile Mapping, Collaborate Data Sharing, RIMS2Txt,				Link, Watchguard BWC Link, Karpel Link, JMS NCIC Link, Morpho-Trust Link, Keefe Link, CorEMR Link
3.	Livermore Police Department 11110 South Livermore Avenue Livermore, CA 94550 Greg Park IT Manager 925-371-4913 gpark@cityoflivermore.net	90,189	We do not collect this data	Current versions of: CAD, RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, Collaborate Data Sharing, iRIMS, Text-Paging, Fire Station Printers, Citizen RIMS, TIMS	2016	8 Months	CA DOJ has not yet made even testing available for CIBRS. (We have implemented NIBRS in six other states.)	E911 Link Crossroads Link, AutoCite Link, Firehouse Link, FileOnQ Link, Laserfiche Link

	Agency Name, Address, Contact, Title, Phone Number, E-Mail	Service Area Population	Annual Incident Reports	Applications Installed, including Current Version	Original Installation Date	Implementation Duration (from Project Kickoff to Final System Acceptance)	NIBRS Installation (Y/N)	Key Interfaces
4.	Fairfield Police Department 1000 Webster Street Fairfield, CA 94533 Gerrie Lexing Police Support Manager 707-428-7308 glexing@fairfield.ca.gov	119,568	We do not collect this data	Current versions of: CAD, RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, Collaborate Data Sharing, iRIMS, Text-Paging, Fire Station Printing, Citizen RIMS	2011	8 Months	CA DOJ has not yet made even testing available for CIBRS. (We have implemented NIBRS in six other states.)	CLETS Link, E911 Link, Coplogic Link, Crossroads Link, ESO Link, Firehouse Link, FileOnQ Link
5.	South San Francisco Police Department 33 Arroyo Drive, Suite C South San Francisco, CA 94080 Daryl Jones, daryl@tcomeng.com 650-590-1801	67,585	We do not collect this data	Current versions of: CAD,RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, Collaborate Data Sharing, Test Paging, Property Room	2004	6 Months	CA DOJ has not yet made even testing available for CIBRS. (We have implemented NIBRS in six other states.)	CLETS Link, E911 Link, Coplink, AutoCite Link, Karpel Link

	Agency Name, Address, Contact, Title, Phone Number, E-Mail	Service Area Population	Annual Incident Reports	Applications Installed, including Current Version	Original Installation Date	Implementation Duration (from Project Kickoff to Final System Acceptance)	NIBRS Installation (Y/N)	Key Interfaces
6.	Albany Police Department 1000 San Pablo Avenue Albany, CA 94706 Chief John Geissberger 510-525-7300 JGeissberger@albanyca.org	19,969	We do not collect this data	Current version of: CAD, RMS, Mobiles/AFR, Collaborate Data Sharing, Property Room, TIMS, Text Paging, Fire Station Printers	1999	4 Months	CA DOJ has not yet made even testing available for CIBRS. (We have implemented NIBRS in six other states.)	CLETS Link, E911 Link, AXON Link, ESO Link, PredPol Link, Zoll Fire RMS Link, FirstWatch Link
7.	Benicia Police Department 250 East L. Street Benicia, CA 94510 Sandy Ayala IT Manager 707-746-4714 sayala@ci.benicia.ca.us	28,556	We do not collect this data	Current version of: CAD, RMS, Mobiles/AFR, In-Station Mapping, Mobile Mapping, iRIMS, Citizen RIMS, TIMS, Collaborate Data Sharing Software, Text Paging, Fire Station Printers	2020	8 Months	CA DOJ has not yet made even testing available for CIBRS. (We have implemented NIBRS in six other states.)	CELTS Link, E911 Link, Coplogic Link, AXON Link, Crywolf Link, Fire RMS Link, ProQA Link

	Agency Name, Address, Contact, Title, Phone Number, E-Mail	Service Area Population	Annual Incident Reports	Applications Installed, including Current Version	Original Installation Date	Implementation Duration (from Project Kickoff to Final System Acceptance)	NIBRS Installation (Y/N)	Key Interfaces
8.	Davis Police Department 2600 5th Street Davis, CA 95616 Jean Lyon Records/Comm Supervisor 530-747-5406 JLyon@cityofdavis.org	69,761	We do not collect this data	CAD, RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, Text-Paging Link, Fire Station Printers, Citizen RIMS, Property Room Bar Coding	2006	6 Months	CA DOJ has not yet made even testing available for CIBRS. (We have implemented NIBRS in six other states.)	CLETS Link, E911 Link, CopLink, Crossroads Link, AutoCite Link, Firehouse Link, PulsePoint Link, Dataworks Link
9.	Solano County Sheriff's Office 530 Union Avenue, #100 Fairfield, CA 94533 Jennifer Kittyle Dispatch Manager 707-784-7033 jnkittyle@solanocounty.com	20,143	We do not collect this data	CAD, RMS, Mobiles/AFR, In Station Maps, Mobile Mapping, Prop Room, Collaborate, Citizen RIMS, iRIMS/Law, iRIMS/Fire, TIMS, Fire Station Printing, RIMS2Text	2019	7 Months	CA DOJ has not yet made even testing available for CIBRS. (We have implemented NIBRS in six other states.)	CLETS Link, E911 Link, Fire RMS Link, CopLogic Link, ProQA Link, County Warrant Link

	Agency Name, Address, Contact, Title, Phone Number, E-Mail	Service Area Population	Annual Incident Reports	Applications Installed, including Current Version	Original Installation Date	Implementation Duration (from Project Kickoff to Final System Acceptance)	NIBRS Installation (Y/N)	Key Interfaces
10.	Suisun Police Department 701 Civic Center Blvd, Suisun City, CA 94585 Amber Kent Dispatch/Records Supervisor (707) 421-7373 akent@suisun.com	29,713	We do not collect this data	CAD, RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, Collaborate Data Sharing, iRIMS, RIMS2Txt	2019	10 Months	CA DOJ has not yet made even testing available for CIBRS. (We have implemented NIBRS in six other states.)	CLETS Link, E911 Link, Coplogic (aka Nexis-Lexis) interface, Fire RMS Link

Form D: Server Configuration Form

Provide the following information for each required and recommended server. *Make additional copies of this form as needed.*

	Server #1	Server #2	Server #3
Server Function	Database	Application	Option Failover
Quantity	1	1	1
Manufacturer/Model	No Specific Requirement	No Specific Requirement	No Specific Requirement
Processor Type/Speed	Intel 2Ghz+ Minimum or VM	Intel 2Ghz+ Minimum or VM	Intel 2Ghz+ Minimum or VM
Minimum Main Memory Requirements	16 GB Minimum	16 GB Minimum	16 GB Minimum
Recommended Expansion Space	32+ GB	32+ GB	32+ GB
Disk Storage	3 x Current Storage Amount	100 GB	3 x Current Storage Amount
Disk Controller (Types)	No Specific Requirement	No Specific Requirement	No Specific Requirement
Multi-media Devices	No Specific Requirement	No Specific Requirement	No Specific Requirement
Network Interface	No Specific Requirement	No Specific Requirement	No Specific Requirement
Power Supply	No Specific Requirement	No Specific Requirement	No Specific Requirement
Preferred Backup Media Type/Capacity	No Specific Requirement	No Specific Requirement	No Specific Requirement
Operating System Software	Windows 2016 Server Minimum	Windows 2016 Server Minimum	Windows 2016 Server Minimum
Maximum processor expansion capability (#/Type of processor)	No Specific Requirement	No Specific Requirement	No Specific Requirement
Maximum main memory expansion capability	No Specific Requirement	No Specific Requirement	No Specific Requirement
Maximum input/output expansion capability	No Specific Requirement	No Specific Requirement	No Specific Requirement
Maximum disk storage expansion capability	No Specific Requirement	No Specific Requirement	No Specific Requirement

	Server #1	Server #2	Server #3
Recommended number of maximum concurrent users	No Specific Requirement	No Specific Requirement	No Specific Requirement
Recommended Total/Concurrent Users	No Specific Requirement	No Specific Requirement	No Specific Requirement

Form E: Recommended Workstation Hardware Form

List recommended minimum specifications for the various workstation hardware components required or recommended for each application component (e.g., CAD workstations, mobile computers, desktop workstations).

Hardware Description	Application Component	Manufacturer	Model/Style Number	Specifications
Desktop Workstations	CAD, RMS, JMS,	No Specific Requirement	No Specific Requirement	- Microsoft Windows 10+ - Any Speed CPU – - 8GB RAM (Minimum) - Any Size Disk Space - Monitor Resolution 1920x1080 or Greater
Mobile Laptops/Handheld Devices	Mobiles/OFR	No Specific Requirement	No Specific Requirement	- Microsoft Windows 10+ - 2+GHz CPU - 8GB RAM - Any Size Disk Space - Wireless-based Modem - Virus Protection Software - 2 or more USB Ports - Internet Access (If Using Google Maps) - Monitor Resolution 1920x1080 *Optional Touchscreen *Optional Driver License Reader *Optional Fingerprint Reader by Digital Persona *Optional Microphone for Voice Recognition

Form F: Recommended System Software Form

List all of the recommended and required software necessary to operate the Application Software. Include the manufacturer, version and any hardware specifications. *Make as many copies of this form or add rows as needed.*

Description	Manufacturer	Version	Number of licenses required	Are licenses included?
Windows (for desktops and mobile computers)	Microsoft	10 or later	One per workstation	no
Windows Server	Microsoft	2016 or later	Licensed by server	no
Window SQL (Enterprise Edition)	Microsoft	2016 or later	Licensed by core	no
iPhones/iPads	Apple	iOS v14 or later	Per device	no
Android Devices	Google	V11 or later	Per device	no
Arcview RunTime	ESRI	Latest	Per workstation running RIMS In-Station Mapping	no

Form G: Interface Identification Form

Describe Proposer's approach toward and specific experience in supporting each interface. Include any assumptions or constraints regarding successful interface completion. Note whether the interface deployment is operational, under development or not available. Describe services provided and any assumptions regarding working with the interfacing organization to develop the interface.

Make a copy of this form for each interface. If a form is not included for an interface, it will be assumed that the Proposer cannot provide that interface.

Interface Name:	Interface Description:			
Intrado VIPER	E911 Link			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction (one-way, two-way):	Language or Tool Used:
200+ for 911 in general. At least 3 with Intrado.	1993 for E911 in general. First Intrado in 2010	Live	One way	NA
Proposed Approach /Assumptions/Constraints/Services Provided:				
County will provide requisite Serial Cable or Lantronix device for connection. County will also coordinate installation and testing with Intrado and assume any additional costs from Intrado that may be required to provide their portion of the interface.				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
NetClock	Time Synch			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed. Time synchronized via master computer.				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
Flock Safety	License Plate Reader			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:

Proposed Approach /Assumptions/Constraints/Services Provided: Not proposed. Requires additional interface specification information.
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
Lenslock	BWC			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
51 agencies have BWC link. Of those, 2 are Lenslock.	2019	Live	One-way	NA
Proposed Approach /Assumptions/Constraints/Services Provided: County will coordinate installation and testing with Lenslock vendor and assume any additional costs from vendor that may be required to provide their portion of the interface.				

Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
Yuba County GIS				
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
CLETS/NCIC	State/Federal DOJ Queries and Updates			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
158	1996	Live	Bi-directional	NA
Proposed Approach /Assumptions/Constraints/Services Provided:				
County will be required to complete an upgrade application with CA DOJ.				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
Lexis-Nexis DORS	Online Reporting			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
10	2016	Live	One-way	NA

Proposed Approach /Assumptions/Constraints/Services Provided:

County will coordinate installation and testing with Lexis-Nexis and assume any additional costs from vendor that may be required to provide their portion of the interface.

Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
FileOnQ	Property Room Interface			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
6	2019	Live	One-way	NA
Proposed Approach /Assumptions/Constraints/Services Provided:				
The proposed interface does NOT support a query from RMS to FileOnQ. It is a one-way transfer of data from RMS to FileOnQ. County will coordinate installation and testing with FileOnQ and assume any additional costs from vendor that may be required to provide their portion of the interface.				

Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
Telesoft	Civil document			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
Agency360	Field Training Officer Reporting			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
Chameleon	Animal Care			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:

Proposed Approach /Assumptions/Constraints/Services Provided: Not proposed
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name: Permitium	Interface Description: CCW/Business Permits			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided: Not proposed				

Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
CalPhoto	Access to CalPhoto Database			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed. Cal-DOJ does not support the functionality requested in the RFP.				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
CSAR	Data transfer to CSAR database			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed. Cal-DOJ does not support the functionality requested in the RFP.				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
Lexis-Nexis Accurint	Query Access to Accurint Data Warehouse			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:

Proposed Approach /Assumptions/Constraints/Services Provided:

Not proposed. Provided by Accurint.

Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
Karpel	Data Transfer of Case information to DA's Office			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
19	2014	Live	One-way	NA
Proposed Approach /Assumptions/Constraints/Services Provided:				
County will coordinate installation and testing with Karpel vendor and assume any additional costs from vendor that may be required to provide their portion of the interface.				

Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
Kronos	Scheduling/Payroll			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
RMS	Intrinsic/built in to the RIMS solution – no “interface” required			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
CAD, RMS, JMS are fully integrated				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
Livescan	Livescan/Fingerprinting			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
26 AFIS interfaces of	2007	Live	One-way	NA

which 7 are Livescan				
Proposed Approach /Assumptions/Constraints/Services Provided: County will coordinate installation and testing with its Livescan vendor and assume any additional costs from vendor that may be required to provide their portion of the interface.				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated): 				

Interface Name:	Interface Description:			
CA VINE	Victim Notification			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
21 of which 5 are in CA	2012	Live	One-way	NA

Proposed Approach /Assumptions/Constraints/Services Provided: County will coordinate installation and testing with VINE.
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
GTL Inmate Phones	Inmate Phones			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
3	2020	Live	One-way	NA
Proposed Approach /Assumptions/Constraints/Services Provided: County will coordinate installation and testing with GTL vendor and assume any additional costs from vendor that may be required to provide their portion of the interface.				

Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
GTL Touchpay				
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed. Requires interface specification documentation.				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
Wellpath				
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed. Requires interface specification documentation.				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Interface Name:	Interface Description:			
CorEMR				
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
2	2019	Live	One-way	NA

Proposed Approach /Assumptions/Constraints/Services Provided:

County will coordinate installation and testing with CorEMR and assume any additional costs from vendor that may be required to provide their portion of the interface.

Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name:	Interface Description:			
Guard1 Plus				
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided:				
Not proposed. Requires interface specification documentation.				

Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):

Interface Name: DDSI Booking Photos	Interface Description:			
Number of Sites:	Date Initially Installed:	Operational Status:	Direction	Language or Tool Used:
Proposed Approach /Assumptions/Constraints/Services Provided: Not proposed. Requires interface specification documentation.				
Reference (If Proposer has implemented an interface for a similar interface to the one requested, it must be clearly indicated):				

Form H: Post-Implementation System Staffing Form

Complete a copy of this form for all personnel required for the post-implementation support of the proposed system. *Add rows as needed.*

Position	Responsibilities	Total number of employees	Estimated hours per week, per employee	Recommended Training/Background	Will all necessary training be provided by Proposer?
IT	Support installation of hardware, application software, client workstation software, mobile software and coordinate activities of 3 rd party vendors for interfaces.	Could be as few as one depending on skill set	1-5 to monitor backups, download updates	Familiar with Windows administration, SQL administrations, system management	Training will be specific to administration of the RIMS application software. Post-implementation training will be at additional cost.
RIMS ADMINISTRATORS	Team consisting subject matter experts is specific areas of agencies operations e.g. Records, Patrol/Report Writing, Case Approvals, Dispatch. Will become agency super-users. Typically 5 people or less.	3 – 5	1	Familiar with Sheriff's operations	Yes. Post-implementation training will be at additional cost.

Form I: Implementation Staffing Form

Complete a copy of this form for all personnel required for the successful implementation of the proposed system. *Add additional rows as needed.*

Position	Responsibilities	With which implementation tasks will this participant be involved (refer to the proposed Statement of Work)?	Estimated hours per task (include duration of task)	Recommended Training/Background
IT	SUPPORT INSTALLATION OF HARDWARE, APPLICATION SOFTWARE, CLIENT WORKSTATION SOFTWARE, MOBILE SOFTWARE AND COORDINATE ACTIVITIES OF 3RD PARTY VENDORS FOR INTERFACES.	INSTALLATION INTERFACE SUPPORT DATA EXTRACTION/FAMILIARITY WITH CURRENT RMS DATABASE AND STRUCTURE SYSTEM MANAGEMENT/BACKUPS SYSTEM CUTOVER SUPPORT	TBD	WINDOWS, SQL, IT-BEST PRACTICES, TECHNICAL FAMILIARITY WITH CURRENT SYSTEMS
PROJECT MANAGER	SINGLE POINT OF CONTACT FOR VENDOR'S PROJECT MANAGER. OVERALL DEPARTMENT OPERATIONAL KNOWLEDGE. LEVEL OF AUTHORITY TO MAKE DECISIONS, COMMIT AND SCHEDULE AGENCY RESOURCES AND ABILITY TO KEEP AGENCIES SHARE-HOLDERS INFORMED OF PROJECT.	ENTIRE PROJECT DURATION.	VARIES DEPENDING ON PROJECT ACTIVITIES. THIS IS NOT A FULL-TIME REQUIREMENT.	OVERALL DEPARTMENT OPERATIONAL KNOWLEDGE. ABILITY TO COMMIT AND SCHEDULE AGENCY RESOURCES. VISIBILITY TO COMMAND STAFF/SHAREHOLDERS.
RIMS ADMINISTRATORS	TEAM CONSISTING SUBJECT MATTER EXPERTS IS SPECIFIC AREAS OF AGENCIES OPERATIONS E.G. RECORDS, PATROL/REPORT WRITING,	INITIAL SETUP RIMS CONFIGURATION AND SETUP	VARIES DEPENDING ON PROJECT ACTIVITIES.	FUNCTIONAL KNOWLEDGE OF THEIR RESPECTIVE AREAS

	CASE APPROVALS, DISPATCH. WILL BECOME AGENCY SUPER-USERS. TYPICALLY 5 PEOPLE OR LESS.	RIMS CONFIGURATION END USER TRAINING SYSTEM CUTOVER	THIS IS NOT A FULL-TIME REQUIREMENT.	OF OPERATION WITHIN THE DEPARTMENT.
CONVERSION REVIEW TEAM/	MAXIMUM OF 2 PEOPLE WHO ARE SUBJECT MATTER EXPERTS IN YOUR CURRENT RMS. MAY ALSO BE TEAM MEMBERS OF THE RIMS ADMIN TEAM.	INITIAL SETUP RIMS CONFIGURATION AND SETUP RIMS CONFIGURATION DATA CONVERSION REVIEW SYSTEM CUTOVER	VARIES DEPENDING ON PROJECT ACTIVITIES. THIS IS NOT A FULL-TIME REQUIREMENT.	EXPERT USER OF CURRENT RMS.

Form J: Training Hours Form

Indicate the on-site and off-site training hours for application end-users. Provide a thorough description of the training, the recommended number of persons for the class, and the personnel expected to attend the training. The Cost Proposal must reflect the training hours proposed in this table. *Make as many copies of this form or add rows as needed.*

Class Description	Number of Participants	Location and Method of Delivery (e.g., classroom, online)	Supporting Documentation	Total Classes	Total Hours
Initial Setup	RIMS Administrators	Via webinar.	Provided by Sun Ridge	2 x 4 hour sessions. Students must attend both sessions.	8
RIMS Configuration and Setup	RIMS Administrators	Classroom – Onsite or Via Web	Provided by Sun Ridge	1	16
CAD Training	RIMS Administrators and Dispatch Supervisors. No more than 1 student per workstation.	Classroom – Onsite	Provided by Sun Ridge	2 (students need only attend 1 class)	16/class, 32 total

	No more than 10 students/class				
Deputy Training	Deputies and Staff who write case reports. No more than 2 students/workstation. No more than 20 students/class	Classroom – Onsite	Provided by Sun Ridge	12 (students need only attend 1 class)	16/class, 192 total
JMS Training	JMS Deputies and staff	Classroom – Onsite	Provided by Sun Ridge	5 (students need only attend 1 class)	12/class, 60 total
Records Training	Records Staff No more than 1 student/workstation Must also attend Day 1 of the Officer Training	Classroom – Onsite	Provided by Sun Ridge	2 (students need only attend 1 class)	8 hours + first 8 hours of Deputy Training/class 16 total
Officer Training Management	Training Officers	Classroom – Onsite	Provided by Sun Ridge	1	8 hours + first 8 hours of Deputy Training/class 16 total
Admin Review	RIMS Admins	Classroom – Onsite	Provided by Sun Ridge	1	Up to 8 hours

Totals:					348 hours

Form K: Hardware Cost Form

The included proposed hardware should be for system peripherals and any other required hardware, excluding back-end hardware (system servers) and CAD workstations. The County reserves the right to purchase hardware from sources other than the Proposer. Use this form to list all hardware that the Proposer will include with the system (exclude installation and freight). *Make as many copies of this table or add rows as needed to ensure all costs are included.*

Please see Sun Ridge Systems Price Proposal Forms K – Q.pdf

Form L: System Software Cost Form

Use this form to list all system software being proposed for the System. All software included in the System Software Form must be detailed individually in this form. *Make as many copies of this table or add rows as needed to ensure all costs are included.*

Please see Sun Ridge Systems Price Proposal Forms K – Q.pdf

Form M: Application Software Cost Form

Use this form to identify costs associated with each module included in the System. This form is divided into eight (8) tables and each must be completed. To be considered responsive, costs for each module must be individually detailed. *Make additional copies of each table or add rows as needed to ensure that all costs are provided for all Application software.*

Please see Sun Ridge Systems Price Proposal Forms K – Q.pdf

Form N: Implementation Cost Form

Use this form to describe and list all other costs that would be associated with implementation of your System. Costs not identified will not be accepted in a final Contract. *Make additional copies of this form or add rows as necessary to include all costs.*

Please see Sun Ridge Systems Price Proposal Forms K – Q.pdf

Form O: Optional Costs

Use this form to describe and list all optional cost items that could be associated with implementation of the System. Where applicable, identify the section of the Proposal that refers to the listed optional item. Any functional requirements marked with an “M” must have associated costs; in the event they are not included on this form, the assumption is that it is no cost modification. *Make additional copies of this form or add rows as necessary to include all costs.*

Please see Sun Ridge Systems Price Proposal Forms K – Q.pdf

Form P: Total One Time Cost Form

Provide a summary of all one-time costs for the proposed System. Any subtotals carried forward to this page should agree with the corresponding detail pages.

Please see Sun Ridge Systems Price Proposal Forms K – Q.pdf

Form Q: Recurring Costs Summary Form

Use this form to provide a summary of all recurring costs for the proposed System for the first six (6) years of ownership after Final System Acceptance. Please note that the County does not expect for any recurring costs in the first year following Final System Acceptance for Application Software. Any subtotals carried forward to this page should agree with the corresponding detail pages.

Please see Sun Ridge Systems Price Proposal Forms K – Q.pdf

Form R: Bid Compliance Forms

The following pages shall certify and declare that persons or entities interested in contracting with Yuba County are in compliance with the following laws of the State of California:

- Gov. Code 8355 - Drug Free Work Place Certification
- Public Contract Code 7106 – Non-Collusion Declaration
- Labor Code section 1861 - Workers' Compensation Certification
- Waiver And General Release Re: Vendor Access to County of Yuba Properties
- County of Yuba Confidentiality Provisions and Statements

These must be signed and returned along with the Proposal as an entire package in duplicate with original signatures. Do not include this page in proposal submission.

DRUG FREE WORKPLACE CERTIFICATION

Pursuant to Government Code 8355, any persons or entities awarded a contract for services from any state agency and sub-divisions herein, shall certify a drug free workplace by doing the following:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specify the actions that will be taken against employees for violations of the prohibition.

Establish a drug-free awareness program to inform employees about the following:

1. Dangers of drug abuse in the workplace
2. Person or entity's policy of maintaining a drug-free workplace.
3. Available drug counseling, rehabilitation, and employee assistance programs.
4. Awareness of penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract be given a copy of the aforementioned statement required, as a condition of employment, and employee agrees to abide by the terms stated.

Therefore, persons of entities shall comply with the Government Code, and make good faith efforts to continue to maintain a drug-free workplace through the duration of the contract. Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the regulations of Government Code 8355, as stated above?

(X) YES

() NO

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on June 29, 2022 at El Dorado Hills, CA.

(Date) (City) (State)

Signature: 

Date: June 29, 2022

Printed Name: Anthony B. Richards

Title: President

NONCOLLUSION DECLARATION

Pursuant to PCC 7106, this declaration shall be executed by the contractor and submitted with complete bid. This must be signed and returned along with all the “required attachments” as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with solicitation instructions.

The undersigned declares:

I am the President of Sun Ridge Systems, Inc., the party making the foregoing bid.
(Title) (Firm)

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agree with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 29, 2022, at El Dorado Hills, CA.
(Date) (City) (State)

Signature: 

Date: June 29, 2022

Printed Name: Anthony B. Richards

Title: President

WORKERS' COMPENSATION CERTIFICATION

Pursuant to California Labor Code 1861, upon receiving award of Contract, Contractor agrees to execute the following Acknowledgement:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Which is hereby acknowledged, Sun Ridge Systems, Inc.
(Company Name)

Acting herein by and through 
(Authorized Individual's Name)

Its President
(Title of Authorized Individual Whose Signature Appears Above)

**WAIVER AND GENERAL RELEASE RE:
VENDOR ACCESS TO COUNTY OF YUBA PROPERTIES**

In consideration of receiving a limited and permissive right to enter COUNTY OF YUBA properties, IT IS AGREED THAT the undersigned hereby release the COUNTY OF YUBA, its agents, officers, directors, attorneys and employees (collectively referred to hereinafter as "COUNTY") to the greatest extent provided for under law for the following matters that arise in any way out of the activities specified herein:

1. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of COUNTY, except for COUNTY's active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;
2. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by COUNTY or others, except for COUNTY's active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;
3. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the COUNTY, any individual, company or agency in relation to transportation services to or from COUNTY facilities; and
4. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, county or COUNTY rule, regulation or restriction.

IT IS FURTHER AGREED that the undersigned will, to the greatest extent authorized under law, indemnify, defend, hold harmless and release the COUNTY from any and all claims, demands, actions, and damages, including but not limited to attorneys' fees and reasonable costs, brought against the COUNTY for any injury arising out of or caused by the undersigned's negligence or any acts, omissions or conduct of the undersigned in relation to and arising out of the activities specified in this Waiver and General Release.

IT IS FURTHER AGREED that the undersigned understands, consents, and agrees to the terms and conditions set forth above, and that his/her consent and agreement to this Waiver and General Release is a condition precedent to COUNTY's grant of a limited and permissive right of entry.

The foregoing is agreed to this 29 day of June, 2022:

PRINTED NAME Anthony B. Richards COMPANY NAME Sun Ridge Systems, Inc. PHONE

NUMBER 530-676-7128 EMAIL trichards@sunridgesystems.com

SIGNATURE 

COUNTY OF YUBA CONFIDENTIALITY PROVISIONS AND STATEMENTS

1 INTRODUCTION.

For the purposes of solicitation site walks and supporting documentation for services to be provided, (hereinafter “CONTRACTOR”), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR’s responsibilities for safeguarding this information.

2 DEFINITIONS.

2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver’s license numbers, social security numbers, marital status, etc.

2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver’s license numbers, State ID numbers, etc.

2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR’s possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR’s possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

4 PROVISIONS.

4.1 The CONTRACTOR shall sign the “Confidentiality Provisions and Statements” and adopt it by reference in the underlying Agreement.

4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

4.2.1 Securing all areas where confidential information is maintained and/or stored;

4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

4.2.3 Limiting the removal of confidential information from the CONTRACTOR’s premises except for those purposes as designated in the underlying Agreement;

4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR’s location or COUNTY location in an effort to ensure compliance with these provisions.

4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

4.8 NOTIFICATION OF BREACH.

4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Paul LaValley, County Information Security Officer
Phone: (530) 749-5609
E-Mail: plavalley@co.yuba.ca.us
Fax: (530) 749-7894

4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data.

All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: June 29, 2022

CONTRACTOR

A handwritten signature in black ink that reads "Anthony B. Richards". The signature is written in a cursive style with a large, stylized 'A' and 'R'.

(Signature)

Anthony B. Richards, President
(Print Name and Title)

Form S: Proposer Statement

This Proposer Statement must be signed and returned along with all the “required attachments” as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with solicitation instructions.

Do not return Section A, Proposal Requirements and Information, nor the referenced “Sample Agreement” at the end of this solicitation.

- Our all-inclusive proposal is submitted as detailed in the Cost Proposal.
- All required attachments are included with this statement sheet.
- The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this statement.

1. Company Name Sun Ridge Systems, Inc.	2. Telephone Number 5302210663	2a. Fax Number 5306722385
3. Address P.O. Box 5071 El Dorado Hills, CA 95762		
Indicate your organization type: 4. ☐ Sole Proprietorship 5. ☐ Partnership 6. ☒ Corporation		
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	68-0469181	8. California Corporation No. 2333533
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print) Anthony B. Richards	11. Title President	
11. Signature 	13. Date June 29, 2022	

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our proposal. RFPs that do not acknowledge addendums may be rejected.

Addendum # 1

Initials: ABR

Addendum # _____

Initials: _____

Addendum # _____

Initials: _____

Addendum # _____

Initials: _____

Addendum # _____

Initials: _____



**PROPOSAL FOR A
COMPUTER AIDED DISPATCH, RECORDS
MANAGEMENT AND JAIL MANAGEMENT
RFP 901639
FOR THE
COUNTY OF YUBA**

Sun Ridge Systems, Inc.
www.SunRidgeSystems.com
June 30, 2022



June 30, 2022

Lee Ann Hennessy, Buyer
County of Yuba Department of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901

Dear Ms. Hennessy:

Thank you for the opportunity to participate in your Request for Proposal (RFP) process. Please find attached a detailed response to the items requested by your RFP. We believe our software products and services represent a superior total package that closely meets the needs of your operations as expressed in your RFP. Most significantly, they do so with excellent price/performance.

Equally important is the long history of the proposed products and their prospects for long term viability and continued development. Ideally, the system procured by your agency should not be a one-shot purchase to be replaced a few years down the line when it becomes obsolete in either hardware or software. Instead, it should be the beginning of a vendor relationship that will support your expanding needs and future requirements. Our software suite, known collectively as "RIMS", meets these requirements with its 30+ year history of customer support and 30+ years of continuous evolution to a product family that is superior today and will remain so in the future.

This proposal has three specific purposes:

1. To establish Sun Ridge Systems as both the best product and the lowest risk choice to provide your system
2. To establish RIMS as both the best technical solution and (quite possibly) the lowest price solution, both initially and especially long term
3. To explain our approach to implementing your system.

As requested, our proposal is valid for 180 days from the date of this letter.

We look forward to working with you. If you should have any questions or require clarification, our key contact person is:

Carol Jackson
Director of Implementation
(530) 221-0663
CarolJ@sunridgesystems.com.

Sincerely,

A handwritten signature in black ink that reads "Anthony B. Richards". The signature is written in a cursive style with a large, stylized initial 'A'.

Anthony B. Richards
President

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2. Background and Experience

1. Sun Ridge Systems, Inc. is a software provider of CAD, RMS and ancillary systems. It is our only business. Our integrated software suite, known as “RIMS”, offers a low risk solution already proven successful many times. Not incidentally, it also happens to be an excellent technical solution at a reasonable price. We are the prime contractor and do not employ any sub-contractors.
2. Please find our detailed response to your requirements as specified in Appendix A – Form A in a separately attached file.
3. Sun Ridge Systems, Inc., is a corporation. Anthony B. Richards and Patricia Richards are the founders and corporate officers of the company. If Sun Ridge Systems, Inc. is the selected vendor and the County requires “formal proof” or legal documentation that they are such, we will provide it at that time.
4. a. RIMS is a mature system for public safety agencies in use by more than 200 agencies in California. Completely integrated modules for records management, computer aided dispatch, mobile computers, jail management, and a myriad of ancillary products and interfaces are available.

RIMS was originally designed in 1982 by Tony Richards, who has been closely involved in the product ever since. RIMS was initially designed to meet the needs of the small to medium sized public safety agency without large, expensive computer hardware and full-time software support personnel. These initial design goals were quickly achieved and the evolution of a quality, industry leading software product began. Today, the product is fully scalable for any sized agency.

Although first installed in 1985, RIMS was not widely marketed until the 1990s. Today Sun Ridge Systems, a privately held corporation located in El Dorado Hills, California, serves clients across the United States. And that first install in 1985? It was the **Rocklin Police Department** *that continues to use RIMS to this day.*

RIMS has a long, unbroken history of constant evolution, growth and refinement. Today, RIMS is at the forefront of public safety technology with its undeniably complete combination of CAD, records management, jail management, mobile computer, and related technologies. As just one indication of our commitment to its continuing evolution, the current RIMS, Version 29, contains more than 80 enhancements (not corrections) over its immediate predecessor Version 28 of 2021.

b. No subcontractors are proposed for this project.

5. Please find our detailed response to your requirements as specified in Appendix A – Form B in a separately attached file.

3. Proposer References

Please find our detailed response to your requirements as specified in Appendix A – Form C in a separately attached file.

Additionally, we feel it's important to note that Sun Ridge has more than 200 agencies in California alone. We encourage you to review our California map which may be found here:

[RIMS California Law Enforcement Agencies \(sunridgesystems.com\)](http://sunridgesystems.com)

You'll find that many of these agencies are your neighbors and we encourage you to reach out to them and ask them how RIMS is working for them.

If you're unable to review the map, a list of all our California agencies is provided below.

Police Departments

Alameda Police Department
Albany Police Department
Alturas Police Department
Angels Camp Police Department
Arcata Police Department
Arvin Police Department
Atherton Police Department
Atwater Police Department
Auburn Police Department
Banning Police Department
Bear Valley Police Department
Bell Police Department
Belmont Police Department
Benicia Police Department
Bishop Police Department
Blythe Police Department
Brentwood Police Department
Brisbane Police Department
Broadmoor Police Department
Burlingame Police Department
California City Police Department
Calistoga Police Department

Central Marin Police Authority
Ceres Police Department
Chico Police Department (2023)
Chowchilla Police Department
Citrus Heights Police Department
Clearlake Police Department
Cloverdale Police Department
Colma Police Department
Colusa Police Department
Corcoran Police Department
Coronado Police Department
Corning Police Department
Crescent City Police Department
Daly City Police Department
Davis Police Department
Del Rey Oaks Police Department
Delano Police Department
East Palo Alto Police Department
Escalon Police Department
Eureka Police Department
Fairfax Police Department
Fairfield Police Department
Ferndale Police Department
Folsom Police Department
Fortuna Police Department
Foster City Police Department
Galt Police Department
Gilroy Police Department (2022)
Gridley Police Department
Grover Beach Police Department (2023)
Gustine Police Department
Hanford Police Department
Healdsburg Police Department
Hercules Police Department
Hillsborough Police Department
Ione Police Department
Jackson Police Department
Kensington Police Department
Lakeport Police Department
Lathrop Police Department (2022)
Lemoore Police Department

Lincoln Police Department
Livermore Police Department
Livingston Police Department
Los Altos Police Department
Los Banos Police Department
Los Gatos Police Department
Mammoth Lakes Police Department
Manteca Police Department (2023)
Martinez Police Department
McFarland Police Department
Menlo Park Police Department
Mountain View Police Department
Newark Police Department
Newman Police Department
Oakdale Police Department
Oroville Police Department
Pacifica Police Department
Palo Alto Police Department
Paradise Police Department
Paso Robles Police Department (2022)
Pinole Police Department
Pismo Beach Police Department (2023)
Pleasant Hill Police Department
Red Bluff Police Department
Redwood City Police Department
Ridgecrest Police Department
Rio Dell Police Department
Rio Vista Police Department
Ripon Police Department
Rocklin Police Department
Ross Police Department
San Bruno Police Department
San Mateo Police Department
San Pablo Police Department
San Rafael Police Department
Scotts Valley Police Department
Sebastopol Police Department
Shafter Police Department
Sonora Police Department
South Lake Tahoe Police Department (2022)
South San Francisco Police Department

St. Helena Police Department
Stallion Springs CSD Police Department
Suisun City Police Department
Susanville Police Department
Sutter Creek Police Department
Taft Police Department
Tehachapi Police Department
Vacaville Police Department
Vallejo Police Department
Weed Police Department
Williams Police Department

Sheriff's Offices

Alpine County Sheriff's Office
Amador County Sheriff's Office
Butte County Sheriff's Office
Calaveras County Sheriff's Office
Colusa County Sheriff's Office (2022)
El Dorado County Sheriff's Office
Humboldt County Sheriff's Office
Lake County Sheriff's Office
Lassen County Sheriff's Office
Inyo County Sheriff's Department
Modoc County Sheriff's Office
Mono County Sheriff's Department
San Mateo County Sheriff's Department
Solano County Sheriff's Office
Tehama County Sheriff's Office
Tuolumne County Sheriff's Department

Schools, Colleges, Universities

Apple Valley USD Police
Azusa Pacific University (2022)
Cal Poly Humboldt Police Department
Cal Poly Pomona Police Department
Cal State Los Angeles (2023)
Chaffey College Police Department
CSU Bakersfield Police Department
CSU Channel Islands PD

CSU Chico Police Department
CSU Dominguez Hills PD
CSU East Bay Police Department
CSU Fresno Police Department
CSU Fullerton Police Department
CSU Northridge Police Department
CSU Sacramento Police Department
CSU San Bernardino Police Department
CSU San Marcos Police Department
CSU Sonoma Police Department
Fontana Unified School District PD
Foothill-DeAnza CCD PD
Kern High School District PD
Los Rios Community College District PD
Marin Community College PD
Mira Costa College PD
Ohlone College Campus PD
Sacramento State University PD
San Bernardino CCD Police
San Bernardino USD PD
San Diego CCD PD
San Diego State University PD
San Francisco State University Campus PD
San Francisco State University Hospital Security
San Joaquin Delta Community College
San Jose Evergreen CCD Police
San Jose State University
Santa Ana Unified School District PD
Santa Monica College PD
Stanford University Police
Stockton Unified School District
Twin Rivers Unified School District PD
UC Irvine Police Department
UC Merced Police Department
UC Riverside Police Department
UC San Diego Police Department
UC San Francisco Police Department
UC San Francisco Public Safety Services
UC Santa Cruz Police Department
University of Redlands PD
Ventura CCD Police

Others

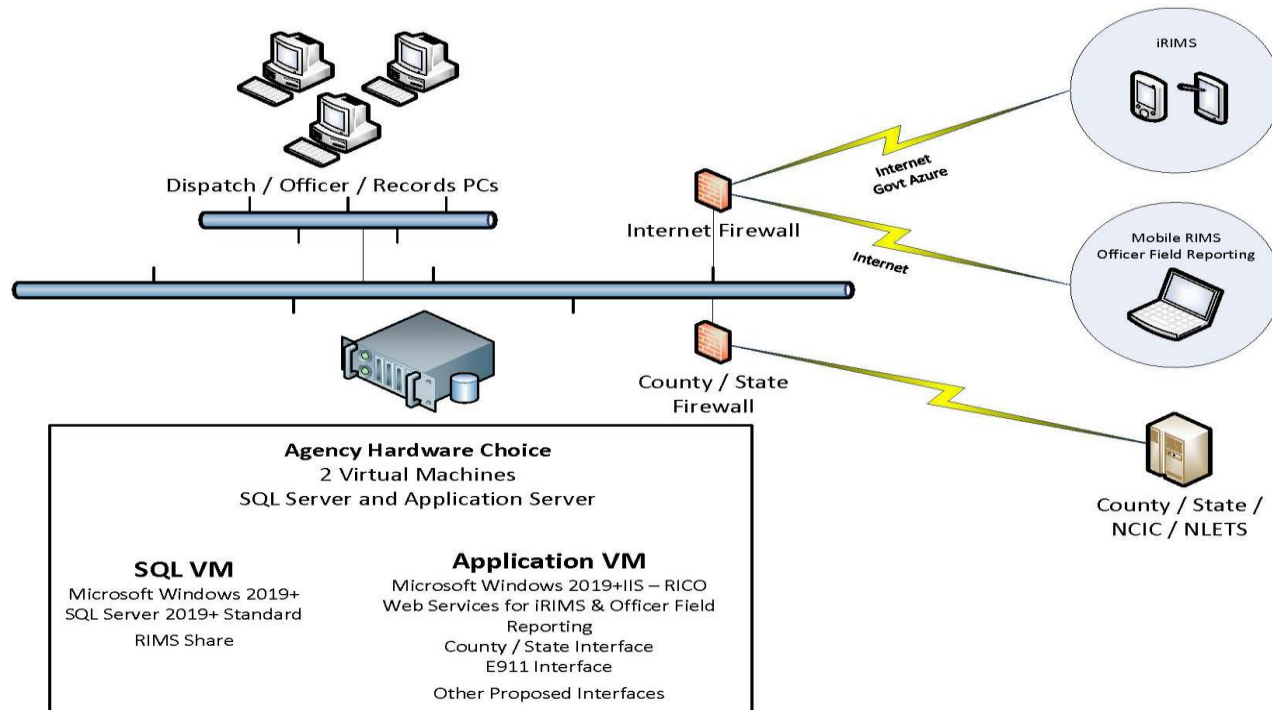
A National Laboratory
Amador County District Attorney's Office
Amador County Probation Department
Blue Lake Tribal Police
Bishop Paiute Tribal Police
California Lottery
Clovis Community Medical Center
E & J Gallo Winery
East Bay Regional Parks
Exodus Recovery Inc.
Fresno Community Medical Center
Marin County District Attorney's Office
Montebello Town Center Security
Morongo Band of Mission Indians
Port of Stockton Police
Rank Investigation Services
San Manuel Indian Nation, DPS
San Mateo County Hospital
San Mateo County DA's Office
San Mateo Narcotics Task Force
Solano County Major Crimes Task Force
Sony Picture Entertainment, Culver City
Walt Disney Studios Security, Burbank
Yurok Tribal Police

4. System Architecture

The following is our response to Narrative Proposal Section 2.

1. System Diagram

A RIMS system configuration, reflecting the minimum requirements, is provided in the following illustration:



2. Proposed Hardware Configuration

- Please find our detailed response to your requirements as specified in Appendix A – Form D in a separately attached file.
- Minimum Specifications – Computing Environment (Servers)

Application Server

This server will host the live production database as well as the training database. It requires the following **minimum** specifications:

- Microsoft Windows 2016 Server or later (Data Center Edition)
- Microsoft SQL Server 2016 or later
- Intel 2 GHz+ CPU
- 8 GB RAM
- 3 x current system's database size
- Monitor Resolution 1920 x 1080 or greater

Communications Server

A secondary server is required to host the applications that run State Link and Mobiles and other purchased applications.

Failover Server

At your option, a third server running Microsoft SQL Server 2012 or later can be the real-time copy of the production and training databases using SQL Mirroring. The clients will utilize the Microsoft SQL Native client that supports SQL Mirroring – that will allow RIMS to attempt a connection to the primary server – if that server is not available, it will automatically try the mirror server – without any user interaction. The also applies to the applications running on the Application server. Additional documentation can be provided on how this process is setup and managed.

While the failover server is designed as a temporary solution while the primary server is being repaired, it should have similar specifications as the primary server, including disk space. Preferably, disk access should not be the same as the primary server, if using a SAN device.

- Minimum Specifications – End-User Client Devices (workstations, mobiles and smartphones)

PC Workstation Requirements

If using existing PCs:

- Intel 2Ghz+
- Windows 10 or later
- 8 GB Memory
- Any Size Disk
- 1920x1080 monitor resolution

If purchasing new PCs:

- Any Speed Processor
- Windows 10 or later
- 16 GB Memory
- Any Size Disk
- 1920x1080 monitor resolution

Mobile computers (minimum):

- Windows 10 or later
- Wireless based modem (for connectivity)
- Virus Protection Software
- 8 GB memory
- 2 or more USB ports
- Optional touchscreen
- Optional Magnetic Stripe Reader (USB)
- 1920x1080 monitor resolution

Mobile Devices

We have no specifications for these devices – smart phones and pads. While almost all IOS and Android models are acceptable, please check with us first regarding devices you might be considering.

- iPhones/iPads must be running IOS v14+
- Android must be running v.11+

- System and Third-Party Software

ESRI ArcView: Assuming you will be using ESRI products for your mapping, our proposal does not include the ArcView software that is required for any workstation that will use RIMS In Station Mapping. If licenses are not already available in the County, you will need one copy of ArcView GIS v9.x that can be used for the first position, and then a copy of ArcGIS 9.x Runtime Engine for each additional in station workstation that will use RIMS Mapping.

Remote Access: We utilize Bomgar Remote Access software by BeyondTrust for installation and follow-on support services. There is no cost to your agency. Unattended access is required for the duration of the project. After system acceptance, the County may revert to attended access but please note that our response to support requests may be delayed due to not having immediate access to your system.

Mobile Mapping: It is possible to use ESRI mapping in the car, but expensive, absent a site license. Google Maps is an option as well. There is no licensing cost from Sun Ridge for Google Maps.

- Performance Characteristics

Based on the minimum recommendations described here, we have clients who have been using RIMS for 30+ years who have not experienced performance issues attributable to RIMS.

- Please find our detailed response to your requirements as specified in Appendix A – Form E in a separately attached file.

- Mobiles and Report Writing

Officer report writing software is available in car. It essentially duplicates the entry process used at the station with RIMS.

- End User Devices Supported

- a. RIMS Client Desktops = Windows PC
- b. RIMS Mobile Software = Windows PC
- c. RIMS iRIMS/Law App = iOS/Android

- Will mobiles solutions run on Android/iOS?

Yes – iRIMS/Law

3. Performance and Reliability

- Back-up/Failover

This is a function of the hardware and SQL configurations (Mirroring, Failover, clustering, etc) that you choose to employ. RIMS functions in any of these environments. There are many solutions to this process. For example, the most common redundancy used by our clients is just RAID-5 disk arrays with hot swap. This is typically a post-award discussion item of the various possibilities and how much you are willing to spend on your server/SQL environment.

- Impact to systems during:

- a. Server Upgrades/Replacement: This would be a process that you would perform in conjunction with Sun Ridge tech support to perform. We include a dry run in the server move process to determine the approximate downtime for users.

- b. Application Upgrades/Updates: RIMS updates are released periodically throughout the year and do not require downtime to install, however, users may be required to logoff/login from RIMS for the updates to install on their local client. Upgrades to a substantial new version are performed annually and are designed to minimize downtime. For upgrades (not updates), downtime may be 10 – 30 minutes.

- Concurrent Operation without System Integration

We would not have been in business for over 30 years if system performance degraded due to many applications/users being on the system at the same time. We can ensure this by confirming with over 250 agencies who have never experienced ongoing unsatisfactory performance issues attributable to RIMS.

- System Availability of 99.99%.

The RIMS software is very highly reliable. It would be extremely rare for any software issue to take down the entire RIMS application. In the event of such an occurrence Sun Ridge support personnel would work around the clock to correct it.

More common are non-software related issues, the most common being issues related to your network.

Assuming that the definition of “performance standards” is 99.99% availability, if it were determined to be solely attributable to the RIMS software, we would work within the parameters of our Software Support Services agreement to address the issue.

4. System Failover and Restoration

- Proposed Back-up/disaster recovery environment

Sun Ridge is not proposing a specific back-up/disaster recovery environment but is willing to meet with you to discuss options you have be considering. RIMS is not dependent on a specific back-up/disaster recovery solution.

- Do operations automatically failover?

That depends on how the system is designed for a failover configuration.

- What actions must be taken?

That depends on how the system is designed for a failover configuration.

- How much time until operations commence?

That depends on how the system is designed for a failover configuration.

- How will the backup process affect live operations?

Sun Ridge is not proposing a recommended “System backup process”.

That depends on how the system is designed for a failover configuration.

If you’re referring to data back-ups in this requirement, they do not affect live operations.

- c. Are all system functions available in a failover situation?

That depends on how the system is designed for a failover configuration. However, it has been our experiences that interfaces dependent on specific communication paths or IP addresses, such as CLETS, or physical connections such as an ANI/ALI controller, may be unable to automatically failover.

If you are referring to data back-ups in this requirement, all applications are available.

- d. Tasks by County personnel and level of technical knowledge

That depends on how the system is designed for a failover configuration or data backup scheme they determine.

- e. Are backups of an earlier software version or hardware platform always available in the current system?

You can certainly keep older versions of RIMS on your servers and revert to them if they are relatively recent. Sun Ridge cannot speak to the availability of older hardware platforms.

5. Network Compatibility

- Describe the network that will be necessary to provide connectivity to the application(s).

Typically, 100MB+ network is desired for connectivity.

- Will a dedicated network be required?

Not necessarily, however, you will be required to meet DOJ standards.

- Network requirements for Mobiles and Field Reporting

Of course you will want to use the highest connection/coverages available to you within your budget. LTE at a minimum.

- Can applications accessed through a web browser

No.

- Describe how the mobile dispatching system works with intermittent connectivity.

The RIMS Mobile software checks for connectivity to the RIMS server and if/when it detects none, it saves the officers work to the local laptop. Once connectivity is reestablished, it automatically connects and send the latest data to the RIMS server. Any updates from CAD are resent to the mobile.

- Functional limitations in environment of intermittent connectivity

Officers will be unable to receive updates from CAD. CAD will not receive updates from officer.

- Describe how mobile Report Writing system works with intermittent connectivity

The RIMS Mobile software checks for connectivity to the RIMS server and if/when it detects none, it saves the officers work to the local laptop. Once connectivity is reestablished, it automatically connects and send the latest data to the RIMS server.

- Functional limitations in environment of intermittent connectivity

A report may not be fully transmitted until connection is reestablished.

5. System and Application Software

1. Operating System

a. Provide the name and version number of proposed Operating Systems for:

- Servers: *Windows Server Microsoft Windows 2016 Server or later (Data Center Edition)*
- CAD Workstations: *Windows 10 or later*
- Mobiles/Report Writing: *Windows 10 or later*
- RMS Workstations: *Windows 10 or later*
- JMS Workstations: *Windows 10 or later*

2. System Software Application and Utilities

a. Please find our detailed response to your requirements as specified in Appendix A Form F in a separately attached file.

- Database Management Tool: *Recommended but not required SQL Server Management Studio*
- Communications Protocol: *NA*
- Language/Development Tools: *NA*
- Utility/Report Writer Programs: *NA*
- Administrative Tools: *NA*

b. Tools for password recovery

RIMS password recovery is part of RIMS. If allowed by your department, user may reset their own password from the Sign-On screen. A SMS message containing a one-time password will be sent to the User's mobile phone number. After entering this reset one-time password, the User can then reset their own password. If not allowed by your department, the user will be required to contact their onsite RIMS administrator.

3. Software License Agreement:

- a. *Our software license agreement may be found in Attachment 1.*
- b. Type of licensing agreements: *All RIMS software is sold as a site license.*
- c. How many licenses are proposed per applications: *Site license*
- d. Does the Proposer provide a site license option: *Yes*

4. Major System Components

You will find our detailed response to your requirements as specified in Appendix B in a separately attached file.

5. Interfaces and Integration

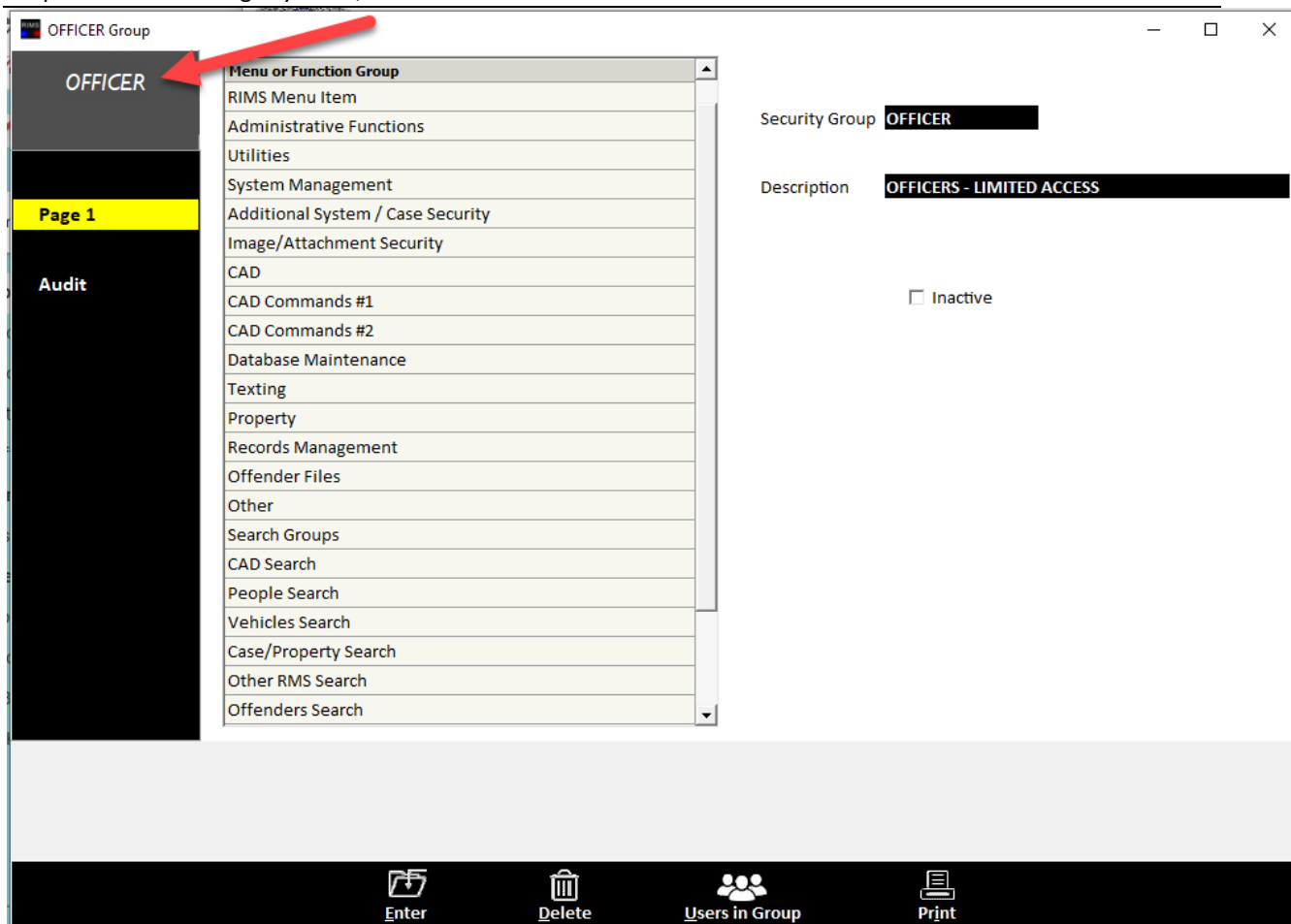
- a. *Please find our detailed response to your requirements as specified in Appendix A Form G in a separately attached file.*
- b. Reporting tools native to application: *The ability to search data and create reports is incorporated as part of RIMS. The results of the search can be exported to standard Microsoft Office products such as Excel or Word for further manipulation. In addition, SQL based reporting tools could be employed.*
- c. Third-party reporting tools included: *None*
- d. Additional (future) Interfaces
 - *Proposers approach: Interfaces that require Sun Ridge's assistance require a request to Sun Ridge who will then scope the work and provide a quotation.*
 - *Is a repository/warehouse offered: Not by Sun Ridge but several of our agencies do employ third-parties for such. Some require assistance from Sun Ridge to obtain access to your data and some are able to access your data without Sun Ridge.*
 - *What training is provided for users to develop unique interfaces: None, we believe this is best left to the experts.*

6. Security Features

a. Describe level of depth security and permissions controlled within the application

View, modify, add, delete and “can do” capabilities are set up for each function for each security group. Users belong to a security group. Groups may be cloned and then rights added and/or subtracted, renamed, and then applied to users. Security is controlled by local System Administrators, not IT. The below screen shots represent an agency’s security groups, the menu items for the Officer security group, and the page for just the additional case rights. There are over 25 separate pages/grids of rights per security group:

Security Group	Description
Aco	Animal Control Officer
DA	District Attorney Office
Detective	Detectives
Disp Rec	Dispatcher and Records Clerk
Dispatch 2	Dispatch and Ofc
Dispatcher	Dispatchers
Local	RIMS Internal Use Only
Mask	Mask record
No CAD	No CAD Enabled
No Case In	No Case Information
Nogroup	My New Group
Officer	Officers - Limited Access
Officer 2	More Access Than Officer
Officer 3	More Access than Ofc 2
Records	Records People
Recsystem	Records System Control
Sr Officer	Senior Officers
Superrec	Records Supervisor
Supervisor	Comm Center Supervisor/System Manager
Sysadmin	System Administrator
System	RIMS Internal Use Only



b. Describe auditing capabilities of the System (include screenshots)

Audit logs are available for cases, people, property, vehicles, offender records, warrants, subpoenas, case investigation, officer case investigation, follow-ups, civil, and more. Below is an example of a person record audit:

Person Record						
Ben Ione	Date	Time	Description	User	Position	What
	10/3/2017	10:32:15	Viewed	4R1	1	Viewed Pers
Page 1	10/5/2017	11:58:29	Viewed	4R1	1	Viewed Pers
Page 2	11/8/2017	09:12:43	Viewed	4R1	1	Viewed Pers
Page 3	11/28/2017	08:38:46	Viewed	4R1	1	Viewed Pers
	11/28/2017	10:11:33	Viewed	4R1	1	Viewed Pers
SMT	11/28/2017	14:04:04	Viewed	4R1	1	Viewed Pers
Assoc Persons	11/28/2017	14:04:20	Name: IONE, BEN changed to IONE, BENJAMIN LEE	4R1	1	Person Chg
Assoc Vehicles	11/28/2017	14:04:20	Address: 2200 DEERWOOD CT changed to 2202 DEERWOOD RD	4R1	1	Person Chg
	11/28/2017	14:04:20	Phone: 209-555-1258 changed to 2096673142	4R1	1	Person Chg
Assoc Locations	11/28/2017	14:04:20	F: 6 changed to 5	4R1	1	Person Chg
	11/28/2017	14:04:20	Inches: 0 changed to 10	4R1	1	Person Chg
Photos	11/28/2017	14:04:20	Dob: 05/05/1965 changed to 05/05/1981	4R1	1	Person Chg
Aliases	11/28/2017	14:04:20	Tot_inches: 72 changed to 70	4R1	1	Person Chg
	11/28/2017	14:04:20	Bname: UNEMPLOYED changed to GALLO INDUSTRIES	4R1	1	Person Chg
Attachments	11/28/2017	14:04:20	Baddress added: 234 E WINERY	4R1	1	Person Chg
	11/28/2017	14:04:20	Bcity added: FRESNO	4R1	1	Person Chg
Notes	11/28/2017	14:04:20	Bzip added: 93727	4R1	1	Person Chg
Queries	11/28/2017	14:04:20	Gangconn: T changed to F	4R1	1	Person Chg
Audit	11/30/2017	09:13:53	Viewed	4R1	1	Viewed Pers
Social Media	11/30/2017	12:02:10	Viewed	4R1	1	Viewed Pers
Inv Notes						

- c. Describe the process (and technical requirements) for which Proposer intends to access the proposed system to provide remote diagnostics.

We use Bomgar by Beyond Trust for remote access to servers and workstations. Bomgar provides two-factor authentication along with encryption levels as required by FBI CJIS.

- d. Does the system support active directory?: Yes
- e. Are passwords enforced per CJIS security requirements?: Yes
- f. Does the system support SAML authentication?: *Not at this time*
- g. Does the system support MFA at the application level?: *As required by CJIS for Mobile users, yes. Users in a secure network do not require MFA.*

7. Geofile

- a. Describe the process of the initial build of the map from County GIS source data:

Our geofile is loaded using the agency supplied centerline map. From this map, we utilize ArcGIS to build cross streets that then is exported for us to process into a geofile database of address ranges within RIMS. The agency is responsible for

supplying any additional data within the centerline map, including the reporting districts.

For mapping purposes, the County will supply all the layers they desire for use in ArcGIS ArcMap. We initially build the map using ArcMap to create an MXD file that has all the supplied layers. Our mapping product then loads this MXD for display and analysis usage.

Data sources can include file geodatabases, ArcSDE, or ArcGIS Servers that are viewable from ArcMap's MXD. Distribution of the data depends on how the MXD and files are located at the agency and is typically defined during implementation.

- b. What ESRI software and version is required.

Any workstation that will run the RIMS In-Station Mapping Software must run the ESRI ArcView Run-time Engine. At least one position must run a full version of ArcView. Latest versions are supported.

ESRI is not required for the server.

In lieu of ESRI-based maps, the County may utilize Google maps. As a cost saving measure, this is suggested for RIMS Mobile Mapping running on the mobile laptops.

- c. What GIS data/base map layers are required for the geofile?

It's important to understand that the "map" and the "geofile" are two different things in RIMS. The "map" is generated using a County-provided map source, be it ESRI-based or Google and any map layers that the County wishes to display on the map.

The "geofile" is a table within RIMS that includes the street name, cross street names, high/low addresses for blocks, intersections and responsible agencies. This is typically generated from an ESRI-based street centerline file, although other sources for the geofile may also be available.

- d. What utilities are provided to manage the geofile.

There are no "utilities". It is managed within RIMS. Users (with proper authorization) may add or modify the geofile from within RIMS.

- e. Describe system admin task required to create, update and maintain the geofile.

Because this is an import of GIS data into a RIMS specific geofile, future updates to the Geofile in RIMS is done via the RIMS screens. Our experience has shown that agencies that create new streets and addresses, need to add them into the CAD and RMS systems way before the GIS department has added the streets to the GIS centerline file. As a result, a user would add new streets, block ranges, etc. through our application via a simple series of screens in RIMS, as sample of which is provided below:

The screenshot shows a software window titled 'Street'. It contains two main sections: 'Street Info' and 'Block Information'.

Street Info Section:

- Street:** 18TH ST
- City:** Lincoln (selected from a dropdown)
- Note:** (empty text field)
- Even Side:** R (selected from a dropdown), with '(L or R)' as an option.
- Dead end:** (unchecked checkbox)
- Hazard:** (empty text field)
- Dates:** (empty date range field)

Block Information Section:

Low Adrs	High Adrs	Cross Street	Left Area	Right Area
200	249	ELM ST		
250	299	C ST		
300	399	ELLIS LAKE DR		

Below the table is an 'Add Block' button.

Aliases Section:

On the right side, there is an 'Aliases' section with a large empty text area and two buttons: 'Add Alias' and 'Delete Alias'.

Navigation Bar:

At the bottom, there is a black navigation bar with five icons and labels: 'Prev', 'Save', 'Cancel', 'Delete', and 'Next'.

- f. What is the process of synchronizing the geofile with the County's GIS database?

This is a process which you will need to determine. Often times, the Sheriff's department staff will make modifications to the geofile in RIMS well in advance of the County GIS making those changes in their source data. Importing a "new" geofile from County GIS may not incorporate all changes made by Sheriff's users in the RIMS geofile and may overwrite updates they may have made. You will need to determine who controls the "master" data set and the timing of how changes made

by Sheriff's staff are conveyed to County GIS so that they incorporate those changes into their latest updates.

- g. What is the impact to the System when the geofile is updated?

In our 30+ years of experience, the geofile is rarely, if ever, updated and replaced in its entirety for the reasons stated on above. There is not currently a mechanism to support a wholesale replacement of the entire geofile.

- h. Can the system integrate with internet map service programs? Google = yes

- i. Does the System adhere to NENA addressing conventions/standards?

Yes, assuming your geofile source data does as well.

8. System Administration

- a. Periodic System management functions to maintain performance

Promptly apply RIMS updates and upgrades when what is fixed or enhanced applies to the agency. Check user level security levels should a user change positions. Use utilities to combine person records and vehicle records. Allow RIMS to purge certain old records that require your agreement via a configuration setting. Pay attention to the load being placed on additional instances of virtual servers beyond the RIMS usage. Monitor available disk space to ensure you do not run out. Be wary of allowing database access to outside entities with whom you have contracted to extract data for analysis purposes. Employ general IT best practices for system backups.

- b. How much System Administrator time is needed per week?

This would depend on what routine monitoring County IT employs and how much of those processes are automated. RIMS does not require a minimum or maximum amount of System Administrator time per week. It may generally be close to zero hours.

The three most frequent IT-related problems we encounter are failure to make sure backups are occurring, running out of disk space, and making a change to the network that has unforeseen consequences.

- c. Please find our detailed response to your requirements as specified in Appendix A Form H in a separately attached file.

9. System Configuration

a. Describe how each system can be uniquely configured, specifically addressing:

- User interface: *Dispatchers can customize the positioning of various windows in their user interface. Users system-wide are able to select various color schemes. Two fixed and one user-designed arrangement of RIMS screens are available.*
- Code Tables: *Sun Ridge trainers will walk your staff through code table/data validation table setup as part of the installation process. There are more than 200 data validation/pick list tables.*
- Call types and dispositions: *Yes, can be uniquely configured.*
- Function keys/commands: *Function keys cannot be configured. CAD command line commands can be configured to a certain extent.*

b. How does the system support the Department's specific workflow and approval processes?

This will be reviewed and defined as part of the configuration process during installation.

c. How are configuration settings synchronized across all environments?

RIMS has built in utilities that do this with minimal user/IT intervention.

d. Do code tables migrate during upgrades?: Yes

6. System Testing and Acceptance

- The County requires the defining of a review process to verify the Proposer's responses to all of the functional requirements and to confirm that the proposed software meets defined user requirements prior to contract execution. Describe your approach to confirming requirements, determining modifications necessary to meet the County's specifications and then addressing those modifications.

We are more than willing to provide an onsite demonstration of the product proposed. We feel it's very important that you not only see but understand what you're purchasing in advance.

Please note that there is only one version of RIMS that's it's use by ALL of our 200+ customers. We don't provide agency specific customizations or modifications except as may be noted in our proposal or as a defined additional cost item later. What you will find is that RIMS is highly configurable and meets the needs of every agency using it. We strongly encourage you to verify these statements when you talk to your many neighboring agencies that use RIMS.

Provide an overview of the roles and responsibility of the County and Proposer in designing and executing test plans.

Testing is completely defined by you. You are free to conduct any type of testing you feel you need, but we do not perform such formal tests. Remember, there is only one version of RIMS with thousands of users using it in a live environment every day.

The County requires three (3) types of tests: Functional, Stress and Reliability, and Performance Testing. Please note these tests include interfaces as well as system integration. The following questions are specific to each test:

Sun Ridge does not conduct formal functional, stress, and reliability tests. The RIMS you are buying is the exact same RIMS being used by thousands of users every day. It is pointless to test every function from the ground up when it is happening literally continuously in real life. Even every interface we are proposing is an installed product elsewhere.

Interfaces, given their connection to the outside world and dependence on outside systems, are one place where we do test the installation to make sure communications and data transfer work as expected.

3. Functional Testing

- Describe how each requirement in the functional requirements matrix will be tested.

Although this is up to you, per our standard acceptance test protocols, it's accomplished by use of the software in a live environment.

- Describe how each interface will be tested.

Each interface is tested prior to system cutover. This also requires that each entity to which RIMS interface must be able to provide a test environment.

In our more than 30-years of project implementation experience, we have encountered many instances where the other party/vendor providing their portion of the interface are unable to meet their part of the project schedule. It will be up to you to determine if you will compromise your project schedule until such time that these parties are able to provide their portion of the interface for testing.

- Who will be responsible for writing the test scripts for each requirement?

The County, if county wants to do its own testing.

- Who will be responsible for conducting the test scripts?

The County, if county wants to do its own testing.

- At what point in the implementation will this step occur?

Based on the questions asked in this section, it would be once all interfaces are available for testing and prior to system cutover.

- Are there any limitations on time for completion of testing?

See the acceptance test language below. Also note that Sun Ridge provides training up to the day prior to system cutover. There is no gap between the completion of training and system cutover to accommodate protracted testing without impacting the project schedule. You can of course do such testing post cutover if you like.

- Will all applications undergo functional testing?

If you are doing your own designed functional test, that would be up to you.

- In the event that a functional requirement cannot be met, what is the remediation process that will be taken?

Please see the acceptance test language below.

4. CAD Stress Testing

- a. How will the CAD system undergo stress testing?

You are free to design your own stress test.

- b. Will this occur in the County's production environment?

Yes

- c. What actions will the Proposer take in the event the System fails stress testing?

Please see the acceptance test language below.

5. Reliability and Performance Testing

- a. What System performance requirements (e.g., transaction times) will be utilized for baseline performance testing?

Clearly, it is possible to write poorly designed software that will have poor performance in terms of transaction times. However, as opposed to the previous century, transaction times today are more affected by the design and performance of the network and network traffic than the performance of the application, the speed of the computer and the SQL

database itself. Our existing customers will attest that response times/transactions times have never been an issue with RIMS and that is why we never agree to do performance tests: It is pointless, time consuming, and expensive. If you wish to do your own performance testing you are of course welcome to do so.

b. What tools will be provided to measure the performance of the System against the agreed-upon standards?

There are some tools in SQL that you might be able to utilize. Beyond that, there are no built-in features in RIMS to support such testing.

c. Will the Proposer agree to meet these performance requirements over the:

- Warranty period?

Yes, our warranty covers the performance of the RIMS application software, but not specific transaction times. Actions by the County, performance of the network, or performance due to third-party products or software would be excluded.

- Lifetime of the System?

There too many variables that can change over the lifetime of the system that go beyond the intrinsic performance of the application software to make such guarantees.

d. For how long will the performance and reliability period last? The County desires a reliability period of 90 days.

Our standard Acceptance Test is 30 days but we would consider a 90 day period.

e. Describe the process should the system fail during the reliability test period, as well as actions that will be taken by the Proposer (including time frames), as well as its effect on the length of the testing period (e.g., will testing be restarted, paused, etc.).

See the Acceptance Test language in g. below.

f. Are any actions unique to the severity of the error?

Any and all reported errors are addressed by both the project and Support Services teams.

- g. The County will apply the Acceptance Test Plan included in Appendix E. Does the Proposer accept these terms? If not, explain any exceptions and propose alternatives. If an alternative is suggested, at a minimum, provide a sample of the plan that illustrates the process and parameters underlying its test approach.

For thirty (30) days from the beginning of the County's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), the County shall test the system for defects and anomalies. "Operational Use" is defined as the County's use of the Sun Ridge Software in the course of the County's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by the County under the Software Support Services Agreement. At the end of the Test Period, the County shall accept or reject the Software as follows:

- If the County determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice). Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement.*
- If the County decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by the County to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to the County by Sun Ridge within thirty (30) days after receipt of the notice.*
- If the County fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then the County's final acceptance of the Software shall be considered to have occurred.*

7. Implementation and Project Management

e. Project Management

- a. Describe the Proposer's approach to managing an implementation of this magnitude. Address at a minimum:

Implementation of the RIMS products is relatively simple and straightforward. It is a joint-venture between vendor and client. This means that the client must allocate resources and work proactively with our deployment teams to meet project schedules. There may also be dependencies on third parties that need to be identified and minimized as early as possible in the project. This is why strong project management is key.

- *Project Communications: We feel that open communication between project team members working on shared tasks is extremely important.*
- *Project Planning: Sun Ridge implements an average of 10-12 projects a year, with the majority of those being in California. Our project process is proven and repeatable resulting in success for each customer.*
- *Schedule Management: You are our partner when it comes to schedule management. We will not dictate your project schedule but work with you as a team to help you identify your dependencies and your role as well as help you understand Sun Ridge's dependencies resulting in the timely implementation of the system.*
- *Issue Management: Any issue that arises during the project is immediately brought to the attention of the Sun Ridge Executive Project Manager for resolution.*
- *Scope Management: Changes to the Scope of Work are addressed via a formal contract change order.*

- Risk Management: *Our years of industry experience and depth of our project management team means we're able to advise you of potential risks to your project frequently before you are even aware of such.*
- Quality Assurance: *As stated previously, there is one version of RIMS that's in production use at more than 200 agencies. The software is fully tested/vetted before installation.*
- Project Status Reports: *Our project management model precludes the need to for formal project status reports because we are in constant communications with your project team and manage the status of their activities/tasks required for timely and successful project completion as well as that of our team.*

b. When configuring/building the applications:

- Will the County start with a "blank" system and expected to provide all code tables from scratch, or will a baseline set of codes be installed with the delivery of the system?

No, with 200+ agencies in CA, it comes preloaded with a baseline set of codes. You will, of course, be shown how to add your local codes.

- Will the system come pre-built with all NIBRS-required fields and corresponding data elements?

Yes

b. How will implementers ensure that the County's build team does not overwrite or delete NIBRS-required fields?

NIBRS (CIBRS) code tables are protected against editing.

- What type of forms will be provided to assist in the development of code tables (e.g., Excel files)?

We provide training on how to do this.

c. Include a Statement of Work that breaks down the System implementation by tasks and delineates Proposer and the County's responsibilities within each task.

- *A sample Gantt Chart may be found in Attachment 2. A specific Statement of Work, based on the County's actual project, will be incorporated into the contract between Sun Ridge and the County.*

d. Provide a list of all deliverables that will be provided over the course of the project. Each deliverable listed should note the corresponding phase to which it pertains.

- *A sample Gantt Chart may be found in Attachment 2. A specific Statement of Work, based on the County's actual project, will be incorporated into the contract between Sun Ridge and the County.*

e. Include in this section a realistic implementation project schedule. For simplicity, assume a January 1 start date.

- *Please see Attachment 2.*

f. The implementation of a COTS solution is likely to greatly alter the County's business practices:

- Describe the process by which Proposer will work with the County to identify and review current business processes and provide recommendations to improve the overall officer efficiency by leveraging the functionality of the System.

Since Sun Ridge offers only a COTS solution, this is a process we undertake with every project. Our project includes a "RIMS Configuration and Setup" (RCS), a multi-day session whereby our Deployment Project Manager steps your project team through the decision making process of how to configure RIMS to closely match your operations, or how to modify your operations to take full advantage of RIMS functionality.

- What specific documentation will be provided to the County both during and after implementation regarding current and future business processes?

The decisions made during the RCS are documented in a spreadsheet which also documents tasks and individuals assigned to those tasks to

manage timely completion. Without knowing “future business process”, we find that by the completion of a RIMS project, the County will have the tools necessary to accommodate this.

- Provide sample documentation of a previous client in which a business process was analyzed and a new process was developed to leverage the proposed software.

Attachment 3 contains a spreadsheet resulting from the RCS process.

2. Project Team

a. Identify a project manager will be the primary point of contact for the duration of the project through formal project acceptance. Note that this individual must be available for oral interviews.

Carol Jackson – Director of Implementation/Executive Project Manager

Carol will serve as your Executive Project Manager beginning during the proposal and contract negotiations process through final acceptance. Carol has nearly 40 years of experience specifically with public safety software, including time as a management consultant. For nearly 30 of those years, Carol has been responsible for the management of small to very large-scale public safety projects, the last 17 of those years with Sun Ridge Systems.

b. Include in this section resumes for the proposed personnel.

All Sun Ridge staff participating in this project have at least one if more of the following qualifications:

- *Real life experience in law enforcement*
- *Many years experience in the public safety software business*
- *Highly specialized technical skills*

These qualifications result in a well-rounded team that works well together, while each member has their specific areas of expertise.

Juleann Hunt-Osburn – Operations Project Manager/Sr. Training Specialist

Juleann started as a dispatcher for a large Northern California sheriff's office before going to work for a public safety software vendor. Juleann has over 20 years of experience in public safety software as a Project Manager and Trainer. She will be the "boots on the ground" project manager, managing the day to day activities of your project team, as well as being a trainer for your project. Juleann is also PMP Certified.

John Boren – Chief Technology Officer

John Boren began his technical career in IT support before joining Sun Ridge Systems. He has more than 25 years of RIMS specific experience. John serves as our Chief Technology Officer. All technical resources and product managers report to John. He will be directly involved during the installation of the various applications and will provide technical expertise as needed for the duration of the project.

Lynette Monette – Installation and Technical Support

Lynette serves as the primary application installation engineer for the project. She has extensive experience with the various RIMS modules and interfaces. Prior to coming to Sun Ridge, Lynette had extensive IT experience with a Bay Area sheriff's department.

Bob Perkins – Senior Conversion/Database Specialist

Bob has close to 40 years of programming, database and data conversion experience. Bob has extensive first-hand experience converting records data from the multitude of vendors that Sun Ridge has replaced over the years.

Sara Jiang – Senior Database Engineer

Sara is a senior SQL specialist who will be working with Bob Perkins in support of the data conversion.

Michelle Edwards – Training/Project Specialist

Prior to joining Sun Ridge, Michelle served many years as a dispatch and records supervisor and training for a northern California law enforcement

agency. Michelle will serve as a trainer on your project. She also happens to reside in Yuba City.

Jenn Gilmore – Training/Project Specialist

Like Michelle, prior to joining Sun Ridge, Jenn served many years as a dispatch supervisor/agency training for a northern California law enforcement agency. Jenn will serve as a trainer on your project.

- c. Any personnel from the successful Proposer working directly on the project, or any third party who may be contracted to work on the project by the successful proposer will be subject to a background investigation and fingerprint check before being allowed to work with the City on the proposed system. Is there any reason that Proposer would object to this condition of the Contract?

No

- d. Describe the process and actions available to the County should the assigned project manager not meet the performance expectations of the County, what alternatives are available to the County?

Of course Sun Ridge has never found itself in this situation. Carol Jackson and Juleann Hunt-Osburn are our project managers. If one were to be removed, the other would be able to take over the project.

- e. Use the Implementation Staffing Form (Appendix A – Form I) to provide a description of the County personnel required to implement the proposed system.

Please see Appendix A – Form I attached as a separate file.

3. Legacy Data Access

- a. The County will require access to its legacy data, up to 10 years, pursuant to internal control policies, either by having that data available in the new system or available for querying purposes. The County is open to alternative proposals, and expects to rely on the Proposer's experience with accessing legacy data from its current system to identify the most effective manner in which to access the data. Provide a proposal for accessing legacy data. The proposal should describe:

- Multiple approaches and the advantages and disadvantages of each approach

There are multiple options:

1) Retain your legacy system so that you're able to access your data with its software

** Would require you to continue to maintain that server/database*

** May require that you continue to pay some type of support fee to your current vendor.*

2) Move that legacy data to some other server and access it via a 3rd-party product.

3) Build some type of link between your legacy system and RIMS

** We have never done this. It would require considerable software development and thus be very expensive.*

4) Have Sun Ridge convert your legacy data into RIMS. While still expensive, it guarantees the best result.

- Recommended approach

Our recommendation is Option 4, convert the legacy data into RIMS. In fact, we would not propose any other option.

Not only will that free you from the constraints of your current system, it will also allow that data to be integrated with your "new" data beginning immediately at system cutover. You'll be able to use all of the RIMS features against the legacy data.

- Proposer's experience with the recommended approach

The Sun Ridge data conversion team is very good at what they do. All conversion work is done in-house by Sun Ridge staff and not a 3rd-party. We recommend that you contact any of our agencies that have gone

through the data conversion process and confirm this. Word of our success in this service is widely known and roughly 80% of our projects include data conversion. Our senior data conversion analyst has more than 20 years experience performing this particular task.

- Include costs for each approach as options in the Cost Proposal (Appendix A – Form O).

Sun Ridge has only included the cost of our recommended approach, data conversion, on Form K.

8. Documentation and Training

Documentation

1. What documentation will be provided as part of this Project?

Pdf copies of user guides, online help, .pdf copies of module manuals. There are also online release notes, help contents, help documents, and support files for IT.

2. Is the System documentation consistent with instructions supplied by the online help for the proposed Software Applications? Describe any inconsistencies.

The documentation is generated from the online help and is consistent with the version of software you are using. However, there are data validation tables, checkboxes that turn off and on features and other configuration decisions that are specific to an agency. Those configuration specifics are not reflected in the documentation. Guides may be requested in Word format so the agency may customize them with specifics.

3. Will all documentation be tailored to include City-specific configuration, requirements or functionality developed during the implementation process?

No

4. Will the Proposer provide authority to copy documentation for internal use as necessary?

Yes

5. Will the Proposer be willing to provide a complete set of user documentation for the finalist evaluation phase?

Yes, upon signing of a non-disclosure agreement.

6. Is documentation available with upgrades? If so, does the Proposer provide an entirely new set of documentation, or does the documentation reflect only the changes?

Yes, there is documentation for annual new-version upgrades and it is a full document, not just changes.

Training

1. Provide a training plan, including the approach to providing System, Software Application and System Administration training.

We have included a Sample Training Plan as Attachment 4. For the sake of pricing, we are assuming all classes are end user training. However, we will work with you to finalize and format of the classes as well as the number of classes needed.

2. Use the Training Hours Form (Appendix A – Form J) to provide a description of classes.

Please see our response to Appendix A – Form J attached as a separate file.

3. In total, how many hours are proposed for:

- c. System Administrators

Sun Ridge identifies “system administrations” as “RIMS Administrators”. These are Sheriff’s office staff and not IT, who are functional leads within their specific areas of expertise within the Sheriff’s office and will be responsible for making configuration and operational decisions in the use of RIMS. In the end, they will be your “super users”.

Given that definition, their training would consist of the following:

- One of each of the class seen below plus
- RIMS Initial Setup (8 hours)
- 2 days of RIMS Configuration and Set-Up (RCS)
- CAD End Users
2 Days
- Mobiles End Users
Mobile training is part of the Deputy training described below.

- Report Writing End Users ("Deputy Training")

2 Days

- d. RMS End Users

1.5 days of Deputy Training plus an 1 additional day for specific records training

- e. JMS End Users

1.5 days of Deputy Training plus an 1 additional day for specific jail management training

- f. Other (Describe)

- RIMS Administration - ½ day

- a. Does the Proposer provide refresher training?

Yes

- If yes, is the cost included as part of maintenance?

No. Although not included in this proposal, many agencies will opt to add the price for such as part of their initial project costs. Otherwise, agencies contact us directly for a quote at the time they feel they require the refresher training.

- Does the Proposer provide any computer-based training options (either online or via USB) to bring new employees up to speed on the System?

Yes. Sun Ridge has an online "university" with specific topics to choose from. Also, your RIMS will be configured with a separate full training system with its own database as part of your installation. The training system is an identical copy of the live system so your new users will be able to train on your version of RIMS.

9. Support, Warranty and Maintenance Provisions

a. Customer Support

a. Describe Customer Support options that will be provided to the County, including:

- Telephone support

Sun Ridge provides a toll free phone number for the agencies to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Years Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays"). However, for instances when the system is completely inoperable due to a Sun Ridge software problem ("critical problems") preventing basic system operation service will be available 24 hours, 7 days a week, common holidays included.

- Web-based support

In addition to the 1-800 support, you may also submit a support request via email. Additionally, we can remotely access your system via Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server at the South San Francisco Police Department that hosts a Bomgar security hardware device.

- On-site support

On-site support is not provided by Sun Ridge. It's not provided because it's not required. Anything that would need to be done onsite can be accomplished remotely via Bomgar.

b. When does the County start paying the annual maintenance fee or recurring costs?

Sun Ridge has included the first year of support and updates in the proposal. This first year begins at system cutover/go live.

- c. Describe standard and optional Customer Support services that will be offered to the County.

Sun Ridge offers only one support plan.

- d. Does the Proposer support User Groups? If so, describe the user group process as it pertains to future product enhancements.

Yes. Regardless of whether you are part of a user's group, or just an individual agency, all customers are invited to participate in the annual "Wish List" process. Wish List is the opportunity for agencies to submit requests for new features to be added to RIMS or for existing features to be modified in RIMS. Wishes are submitted in advance of our annual user's conference, RIMSCON, at which time the wishes are presented and the attendees vote on prioritizing which features are considered for inclusion in the next annual release of the RIMS products.

- e. The County has included descriptions of the support procedures it expects to receive from the successful Proposer in Appendix E. Should your firm take exception to any of the procedures described in Appendix E, please identify the exceptions and proposal alternatives using the table below.

Appendix E appears to be Acceptance Test Requirements, however regardless, Sun Ridge provides the following support services.

Sun Ridge provides the following support services:

Most problems will be resolved with the initial phone call.

For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem and the urgency reported by Licensee.

For critical problems, SRS personnel will work with Licensee until the situation is resolved.

For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee ("non-critical problems"), SRS will endeavor to provide a solution or work around within 72 hours of the problem being reported to SRS by the Licensee.

For problems that are not critical problems and are not non-critical problems ("minor problems") SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.

f. The County does not expect to pay for service it is not receiving and will expect performance credits and/or a return in fees for errors not resolved in a timely manner. Explain the compensation the Proposer will offer for:

- Errors not remedied within an agreed upon number of hours within a given quarter
- Errors not remedied within an agreed upon number of hours of a given year
- Errors not remedied with the next release fix

Some vendors may feel the need to offer such plans to pacify frustrated customers. However, Sun Ridge does not accommodate this type of "compensation" system as part of our Support Services Agreement and none of our customers have ever asked us to do it.

g. Is 24x7x365 support standard or optional for the proposed systems? If it is optional, provide the cost for 24x7x365 in Appendix A, Form O Optional Costs.

24x7x365 support is available for system critical problems as part of our standard support offering.

b. Warranty

a. Provide in this section a copy of the Proposer's standard warranty.

Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The County's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption.

b. Will the proposed System include a minimum first year warranty commencing at Final System Acceptance? If not, explain.

Yes

c. Does the Proposer warrant that the implemented System will conform with its responses to the functional requirements in Appendix B?

As responded to in Appendix B, yes.

- If not, explain.
- List any conditions of warranty.

The support you receive the first year is our support services agreement. It's the same level of support that you'll receive in Years 2 through Year X.

- d. Will the Proposer agree to cover expenses to repairs made under warranty, including parts, software, travel expenses, meals, lodging and any other costs associated with the repair?

This type of response for a "repair" be necessary for a COTS solution. Our approach to support is straightforward: If you report an issue we respond by verifying there is a problem and it is a software problem for which we are responsible. Then we work to fix it. We again strongly encourage you to ask other agencies about our support. (Also, travel would never be involved.)

- e. Do any Customer Support provisions differ during the Warranty Period (as compared to during the Maintenance Periods)?

No.

- c. Software Application Maintenance

- e. Include in this section of copy of the Proposer's standard maintenance agreement.

Please refer to Attachment 5.

- f. Describe how Proposer keeps clients apprised of software development and release plans.

Staff identified as your "RIMS Administrators" will receive email notifications of software updates and upgrades. The email notifications contain release notes of what is included in the update and well as a "What's New" notification of what's included in the annual software upgrade.

- g. What is the process for delivery and installation of fixes, upgrades, and new releases, specifically:

- How often does the Proposer provide software updates and enhancements?

“Updates” are released as needed throughout the year for a specific release level of the software. Although some “updates” may include enhancements, the majority of enhancements are released in the annual new version upgrade.

- How are changes to software tested and documented?

All software updates are tested by Sun Ridge internally prior to general release.

Software upgrades are first tested internally by Sun Ridge. Once it passes internal testing, it is released to pre-selected beta-site customers who test. Once it has passed beta testing, it is published for general release.

All updates and upgrades come with release notes. Additionally, upgrades come with updated user documentation.

- Will interfaces be upgraded along with the standard applications? If so, how will Proposer ensure that interfaces are not broken or compromised?

Yes. It is unusual for an update to break a random interface.

- If customizations are proposed, will they be upgraded along with the standard applications? If so, how will the Proposer ensure that customizations are not lost or compromised?

No customizations have been proposed.

- How will software on the MDC’s be upgraded? Will updates be pushed to the devices or will updating the MDC’s require manual intervention?

Updates are downloaded to the devices.

d. How are customer requests for enhancements handled?

All customers are invited to participate in the “Wish List” process. Wish List is the opportunity for agencies to submit request for new features to be added to RIMS or for existing features to be modified in RIMS. Wishes are submitted in advance of our annual user’s conference, RIMSCON, at which time the wishes are presented and the attendees vote on prioritizing which features are in the next annual release of the RIMS products.

- e. Do system upgrades/enhancements require vendor intervention – either on-site installation or require the scheduling of resources to assist with the install the upgrade/enhancement?

Our support team will send out an update announcement to your designated RIMS Administrators. The updates are automatically downloaded to your server. Once there, the update is disseminated throughout your system simply by being downloaded to user PCs as users log into RIMS. The whole process is transparent to your agency.

For the annual new version upgrades, again, a notice will go out. Most upgrades require a short bit of downtime, less than 30 minutes, during which time you will run an Install Shield installation program provided by us. Once it has completed, the user can again login and check the “update” button. The instructions for performing the upgrade are brief, but very detailed and do not require our participation.

- f. Are updates provided to meet changes in federal and state requirements?

Yes

- Is there an additional charge for these updates?

As long as you are current on your support services agreement, federal and state reporting mandates are included. The exception has been the implementation of CIBRS, which requires a tremendous amount of software development and implementation support for which the one-time cost is shared by all CA agencies.

- If there are additional charges, how are they determined?

A scope of work is first developed from which a price (if any) would be determined.

- g. How long is maintenance continued for older releases? Will the County be required to upgrade to a latest release?

Current version + two previous versions.

- h. What training assistance for updates is provided?

*Training for updates is not provided nor necessary. Documentation is provided.
Training is available by request for additional fees.*

10. Contract Provisions

1. The successful Proposer will be required to sign a Contract for this engagement with the County. The County intends to incorporate the contract provisions provided in the link in Section IV.

- Does the Proposer agree to incorporate the County's provided terms and conditions?

In its entirety, no.

- If the Proposer does not agree to incorporate the County's provided terms and conditions, identify any section number(s) that is not in concert with the Proposer's provided Contract, describe the discrepancy, and submit the Proposer's alternative language.

We look forward to discussing the County's terms and conditions with the County. Since this is a general purpose contract, it would require the addition of multiple sections dealing with the purchase of software licenses.

D.4 Indemnity. We will request wording changes.

This list is not all inclusive and the entire Agreement may need to be revised to ensure a mutually acceptable contract. Or perhaps the County would consider starting with a different baseline contract provided by the vendor and specific to this type of project.

2. Provide a copy of the Proposer's travel policy (e.g., restrictions, per diem, etc.).

This is not relevant because this is a fixed price contract.

3. Insurance Requirements: The County requires, at minimum, the insurance provisions of Attachment E – Insurance Provisions, provided in the link in Section IV of the RFP.

4. Contractor Responsibilities:

- Provide County with proof of insurance on an annual basis.

- Provide all Contractor personnel with the right tools, equipment, and materials necessary for work to be completed.
- All equipment and tools which shall be the appropriate type for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work.
- Contractor shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the County, any such defect that may become apparent within a period of one year after completion of work.

Sun Ridge has provided our warranty language in a previous section.

5. County Responsibilities

The items listed in the RFP (provide power and water source) do not seem to be applicable for this kind of project. A project scope of work which includes details of the County's responsibilities will be included in the contract.

6. Contractor Deliverables

- Hardware and Software Installation

Installation of hardware and system software is not included in our proposal. Installation of the RIMS application software and its requisite databases is included.

- System Training

Training on the RIMS application software has been included.

- System Configuration

Training of County staff on the configuration of the RIMS application software has been included.

- System Testing

As defined in previous sections.

- Project Management

Included

II. Cost Proposal

Our responses to this section are provided in response to Appendix A, Forms K – Q are provided as a separate file.

Attachment I – Software License Agreement

The following is Sun Ridge’s software license agreement, which is typically incorporated into our standard contract (which can be found in Attachment 6). The version in this section is if the License Agreement is presented as a standalone document.

SUN RIDGE SYSTEMS SOFTWARE LICENSE AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT CAREFULLY. BY ACCEPTING AND USING THE SOFTWARE PROVIDED TO YOU BY SUN RIDGE SYSTEMS, INC. (“SUN RIDGE”), YOU (“LICENSEE”) ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT AND TO BE BOUND UNDER SUCH TERMS AND CONDITIONS WITH RESPECT TO YOUR USE AND POSSESSION OF THE SOFTWARE.

RECITALS

1. SUN RIDGE owns, or has licensed from the owner, certain computer software collectively known as “RIMS” (the “SOFTWARE”).
2. LICENSEE enters into this SOFTWARE LICENSE AGREEMENT (“LICENSE AGREEMENT”) because it desires to obtain the right to use the SOFTWARE, subject to the terms, conditions, and limitations set forth herein below.

Accordingly, the parties to this LICENSE AGREEMENT covenant and agree as follows:

3. DEFINITIONS. The terms enumerated in this Section have the following meanings when used in this LICENSE AGREEMENT:
 - 3.1. “Confidential Information” means any and all confidential information of a party to this LICENSE AGREEMENT that is not generally known to or by businesses that compete with such a party, including but not limited to source code for the SOFTWARE.
 - 3.2. “Documentation” means those visually readable materials developed by or for SUN RIDGE for use in connection with the SOFTWARE, in either written or digital form.
4. LICENSE
 - 4.1. SUN RIDGE grants to the LICENSEE a nonexclusive and non-transferable license to use the SOFTWARE in connection with LICENSEE’s normal and customary daily operations substantially as they exist as of the date of

commencement of the TERM as described below (the "LICENSE"). LICENSEE shall acquire no ownership or other rights in or to the SOFTWARE except for the LICENSE granted hereunder, and title to the SOFTWARE shall at all times remain with SUN RIDGE. Pursuant to the LICENSE, LICENSEE may do the following:

- 4.1.1. Use the SOFTWARE on all computers in LICENSEE's agency and in any other agencies explicitly agreed to in writing by SUN RIDGE;
- 4.1.2. Make a copy of the SOFTWARE for backup or modification purposes only in support of LICENSEE's authorized use of the SOFTWARE hereunder; and
- 4.1.3. Modify the SOFTWARE and/or merge it into other software only in support of LICENSEE's authorized use of the SOFTWARE hereunder.
- 4.1.4. No one using the SOFTWARE, and no one for whose benefit the SOFTWARE is being used, shall provide or otherwise make available the SOFTWARE or any part or copies thereof to any third party.
- 4.1.5. The Licensee shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, or other harmful, disruptive, or unauthorized component.
- 4.1.6. The Licensee shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.
- 4.1.7. The LICENSE granted under this LICENSE AGREEMENT shall apply only to the object code for the SOFTWARE. No one using the SOFTWARE, and no one for whose benefit the SOFTWARE is being used shall have the right to use or have access to the source code for the SOFTWARE, and neither LICENSEE nor anyone using the SOFTWARE pursuant to this LICENSE will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the SOFTWARE.
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Except as expressly provided in this LICENSE AGREEMENT, SUN RIDGE retains all intellectual property rights and other rights to the SOFTWARE, Documentation, and the source code for the SOFTWARE.

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Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality. Confidential Information shall not include information that is now or becomes part of the public domain, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party.

11. GENERAL TERMS

- 11.1. GOVERNING LAW. This LICENSE AGREEMENT will be construed by and enforced in accordance with the laws of the state of California, exclusive of choice of law or conflicts of law rules or principles.
- 11.2. ARBITRATION. If a dispute arises from or related to this LICENSE AGREEMENT or the breach of this LICENSE AGREEMENT and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this LICENSE AGREEMENT, or breach of this LICENSE AGREEMENT, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If SUN RIDGE and LICENSEE cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of SUN RIDGE and LICENSEE (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by SUN RIDGE and LICENSEE, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.
- 11.3. SEVERABILITY. If any provision of this LICENSE AGREEMENT shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.
- 11.4. ASSIGNMENT. LICENSEE may not transfer, assign, or sublicense this LICENSE AGREEMENT, any license hereunder, or any of its rights or duties hereunder to any other person, firm or corporation without the prior written consent of SUN RIDGE. Any attempted transfer, assignment, or sublicense made without SUN RIDGE's prior written consent shall be completely void.
- 11.5. INDEPENDENT CONTRACTORS. The parties to this LICENSE AGREEMENT shall constitute independent contractors. Nothing in this LICENSE AGREEMENT shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.
- 11.6. FORCE MAJEURE. SUN RIDGE shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts,

negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of SUN RIDGE.

- 11.7. AUTHORIZATION/ENTIRE AGREEMENT/MODIFICATION. This LICENSE AGREEMENT will be effective upon delivery of this LICENSE AGREEMENT to LICENSEE. This LICENSE AGREEMENT is the complete and final LICENSE AGREEMENT of the parties relating to the subject of this LICENSE AGREEMENT and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. This LICENSE AGREEMENT may be amended only by a writing signed by the duly authorized representative of the party to be charged.

Attachment 2 – Sample Project Gantt Chart

The following is a sample project Gantt Chart based on a project similar in size and scope to yours. This Gantt chart is provided for illustrative purposes only and does not represent the specific tasks, resource assignments or dates for your specific project. A final project plan, with your input, will be developed as soon as possible after contract signing.

Task Name	Duration	Start	Finish	Resource Names
Sample RIMS Project Plan	251 days	Fri 1/1/21	Fri 12/17/21	
Contract Signing	1 day	Fri 1/1/21	Fri 1/1/21	
Project Kickoff Meeting	1 day	Fri 1/15/21	Fri 1/15/21	
Servers/Network/Hardware	50 days	Mon 1/4/21	Fri 3/12/21	
RIMS Server	30 days	Mon 2/1/21	Fri 3/12/21	County IT
SQL Server	30 days	Mon 1/4/21	Fri 2/12/21	County IT
Mobiles/Interfaces Server	30 days	Mon 1/4/21	Fri 2/12/21	County IT
Mobiles/Laptops	1 day	Mon 1/4/21	Mon 1/4/21	County IT/SRS IT
Sun Ridge Has Server Access	1 day	Mon 2/15/21	Mon 2/15/21	County IT
Installation of at least 1 RIMS Workstation	14 days	Tue 2/16/21	Fri 3/5/21	County IT/SRS IT
Initial Setup/Configuration	67 days	Mon 1/4/21	Tue 4/6/21	
Identify RIMS Administrators/Super Users	5 days	Mon 1/4/21	Fri 1/8/21	County
Identify Conversion Review Team	5 days	Mon 1/4/21	Fri 1/8/21	County
Install RIMS Software	1 day	Tue 1/5/21	Tue 1/5/21	SRS IT
Install RIMS Train/Live/Test Databases	1 day	Tue 1/5/21	Tue 1/5/21	SRS IT
Initial Setup Training	22 days	Mon 3/8/21	Tue 4/6/21	
Setup and Configuration Document Delivered	1 day	Mon 3/8/21	Mon 3/8/21	SRS IT
Initial Setup ConCalls	2 days	Mon 3/8/21	Tue 3/9/21	County Admins/SRS
Complete Initial Setup Requirements	20 days	Wed 3/10/21	Tue 4/6/21	County Admins/SRS
RIMS Config and Setup (RCS)	52 days	Mon 1/4/21	Tue 3/16/21	
RCS Location Prep	50 days	Mon 1/4/21	Fri 3/12/21	
Identify Training Location	1 day	Mon 1/4/21	Mon 1/4/21	County Admins
Install Additional RIMS Clients at Location	4 days	Mon 3/8/21	Thu 3/11/21	County IT
Confirm Ability to Log In to RIMS from Training Workstations	1 day	Fri 3/12/21	Fri 3/12/21	County Admins
Install PC Projector with RIMS Workstation	1 day	Fri 3/12/21	Fri 3/12/21	County IT
RCS	2 days	Mon 3/15/21	Tue 3/16/21	County Admins/SRS

Products	128 days	Fri 1/1/21	Tue 6/29/21	
CAD	102 days	Mon 1/18/21	Tue 6/8/21	
Identify Street File Source	30 days	Mon 1/18/21	Fri 2/26/21	County
Load Updated Street File	2 days	Mon 3/1/21	Tue 3/2/21	County/SRS IT
Configuration	60 days	Wed 3/17/21	Tue 6/8/21	County Admins
RMS	96 days	Tue 2/16/21	Tue 6/29/21	
Configuration	75 days	Wed 3/17/21	Tue 6/29/21	County Admins
Mobiles	1 day	Tue 2/16/21	Tue 2/16/21	
Installation On Mobile Server	1 day	Tue 2/16/21	Tue 2/16/21	SRS IT
In-Station Maps	110 days	Fri 1/1/21	Thu 6/3/21	SRS IT
Identify Map Data Source	1 day	Wed 3/3/21	Thu 4/22/21	County
Sun Ridge Builds Map	5 days	Thu 4/22/21	Thu 4/29/21	SRS IT
Procure ArcView Licenses if Required	20 days	Fri 1/1/21	Thu 1/28/21	County
Install ArcView on Clients (if required)	30 days	Thu 4/22/21	Thu 6/3/21	County
Jail Management	97 days	Tue 2/16/21	Tue 6/30/21	
Configuration	75 Days	3/18/31	6/30/21	
Install All Remaining Products	10 days	6/1/21	6/11/21	County IT/SRS IT
Interfaces	169 days	Mon 1/4/21	Thu 8/26/21	
CLETS	159 days	Mon 1/18/21	Thu 8/26/21	
Notify DOJ Of Vendor Change	3 days	Mon 1/18/21	Wed 1/20/21	City
Complete Upgrade Application	60 days	Thu 1/21/21	Wed 4/14/21	City
Application Approved by DOJ	90 days	Thu 4/15/21	Wed 8/18/21	DOJ
Schedule Test/Approval with DOJ	5 days	Thu 8/19/21	Wed 8/25/21	City IT/SRS IT
Determine Go Live Date	1 day	Thu 8/26/21	Thu 8/26/21	City/DOJ
Interface #1 - x	95 days	Mon 1/4/21	Fri 5/14/21	
Contact Vendor	3 days	Mon 1/4/21	Wed 1/6/21	County Admins
Determine Connectivity Requirements	30 days	Thu 1/7/21	Wed 2/17/21	County IT
Install SRS Portion of Interface	1 day	Thu 2/18/21	Thu 2/18/21	SRS IT
Determine Go Live Date	1 day	Fri 2/19/21	Fri 2/19/21	County
Schedule Test	1 day	Fri 5/14/21	Fri 5/14/21	County Admins/County IT/SRS
Data Conversion	164 days	Mon 3/15/21	Thu 10/28/21	
Determine Method for Obtaining Data (e.g. Link Server)	4 days	Mon 3/15/21	Thu 3/18/21	County IT/SRS
Data Extract Provided to Sun Ridge	15 days	Fri 3/19/21	Thu 4/8/21	County IT/SRS
County Provides Screen Shots of Current System as Needed	110 days	Fri 3/19/21	Thu 8/19/21	County Admins
Deputies Users Converted into RIMS	10 days	Fri 4/9/21	Thu 4/22/21	SRS

County of Yuba
Proposal from Sun Ridge Systems, Inc.

Convert Data	130 days	Fri 4/23/21	Thu 10/21/21	SRS
Review Data	130 days	Fri 4/23/21	Thu 10/21/21	County Admins/SRS
Correct Data	130 days	Fri 4/23/21	Thu 10/21/21	County Admins/SRS
Prepare for Final Conversion Extract	5 days	Fri 10/22/21	Thu 10/28/21	County IT/SRS IT
Training/Conversion Review	173 days	Wed 3/17/21	Fri 11/12/21	
End User Training Prep	65 days	Wed 3/17/21	Tue 6/15/21	
Identify Training Location(s)	1 day	Wed 3/17/21	Wed 3/17/21	County
Install RIMS Clients at Location(s)	14 days	Wed 5/26/21	Mon 6/14/21	County
Confirm Ability to Log In to RIMS from Training Workstations	1 day	Tue 6/15/21	Tue 6/15/21	County Admins
Install PC Projector with RIMS Workstation	1 day	Tue 6/15/21	Tue 6/15/21	County IT
End User Training/Conversion Review (Class Dates TBD During RCS)	11 days	Fri 10/29/21	Fri 11/12/21	
Conversion Review #1	1 day	Fri 10/29/21	Fri 10/29/21	City Admins/SRS
CAD Sessions 1 - x	2 days	Mon 11/1/21	Tue 11/2/21	RIMS Trainer/County
Deputies Sessions 1 - x	2 days	Wed 11/3/21	Thu 11/4/21	RIMS Trainer/County
Records #1	1 day	Thu 11/11/21	Thu 11/11/21	RIMS Trainer/County
Jail Sessions 1 - x	1 day	Fri 11/12/21	Fri 11/12/21	RIMS Training/County
Admin Review	0.5 days	Mon 11/15/21	Mon 11/15/21	RIMS Trainer/County
IT Session	0.5 days	Mon 11/15/21	Mon 11/15/21	County IT/SRS IT
Go Live	3 days	Mon 11/15/21	Wed 11/17/21	
Final Data Extract	1 day	Mon 11/15/21	Mon 11/15/21	County IT/SRS IT
Final Conversion	1 day	Tue 11/16/21	Tue 11/16/21	County IT/SRS IT
Conversion Completion Sign Off	1 day	Tue 11/16/21	Tue 11/16/21	County
Go Live Support	2 days	Tue 11/16/21	Wed 11/17/21	County/RIMS Trainer/County IT/SRS IT
Final Acceptance Period	22 days	Thu 11/18/21	Fri 12/17/21	RIMS Support/County

Attachment 3 – Business Process Decision Documentation

The following is the documentation used by our staff to review and document the operational and functional decisions made by an agency during the RIMS Configuration and Setup session. This is provided for illustrative purposes only and may not represent all items included in this proposal.

RIMS Initial Setup and RCS OUTLINE

Sample City

SRS Prep:

- What was contracted: CAD, RMS, Mug, Mobiles, E911, CLETS, In Station Mapping, Mobile Mapping, Prop Room, Text Paging, CopLink, CopLogic, Citizen RIMS, AutoCite, iRIMS, TIMS, etc....
- Sent Setup/BPR document: ??
- Conversion from: ??

Who from RIMS doing what:

- Does SRS have data and Officers loaded into RIMS (if doing conversion)?
- Geo/street file: Source: _____ Loaded?: _____
- Is nightly copy job set up to run?
- Has App Notify been set up with their Agency data to receive updates?

Room Prep:

- Need RIMS (and Choose RIMS) and PropRoom (?) loaded on workstation to be used for Initial Setup/RCS

Install Setup:

- System Management|Config
 - Never Change Comm Center name! (or sync with Agency name)
 - System Parameters – only top section with Comm Center Name
- Agency
 - Never change agency name!! (or sync with Comm Center Name on Config)
 - Verify data is correct, fill out Page 1 data (NCIC Agency ID is used in App Notify for RIMS updates)
 - Case Type format: ??
 - Get .bmp file for logo
 - CJIS Security Statement

	#	Instructions	Who?	Agency Notes
Database Set Up				
User	9	#1 - Same as Officer ID (so not use SSN or any part; ID CAN NEVER CHANGE)		
Message Group		DV: used for RIMS Mail		
Security Groups	•	• Discussion item		
Officer/Deputy		#2 - Same as User (cannot change); put in Unit IDs after they have been defined (for Mobiles) - Add Officer 1, tie to SRS Users		
Units	6	#3 – used as call sign on radio – discuss alpha/numeric vs only numeric; no punctuation - Add Unit 1, tie to Officer 1		
Unit Type		DV		
Station		DV		
Team				
Streets		What will be source of street file? Map? Will they be using Unit Recommendation?	John	
City		DV: need to verify /update: zip codes		
Area/Run Cards		Need to verify		
Premises				
Premise Hazard Type		DV		
System Management				
Workstations		- Mobiles if running CLETS - All devices that will be running iRIMS		
Security				
Security Groups	-	- Will be covered during Admin Training prior to GoLive		
	-	- Create group for Prop Room (?)		
CAD				
Unit Statuses (do not use red!)		RIMS/System Mgmt/Unit Statuses		
Special Cirm – Inc		DV – attaches to Inc Type		

Incident Types	8	DV; including Questions - verify		
Incident Dispos	2	DV		
Cases				
Offense Codes for Cases		RIMS/System Mgmt		Need to add muni codes and review 'plain text' codes; verify that PURGED and VOIDED defined
RIMS/Administration				
Vehicle Maintenance		If multi-agency, need to be logged in as that Agency to enter Vehicles		
Property Room		Is PropRoom enabled? Is Case # format? Do they need MultiAgency?		
Property Locations				Doing conversion?? If so, these need to be loaded from source
Property Status				
Property Dispos				
Property Color				

Incidents				
Incident Types		Check all that should be on Daily Crime Log		
Cases				
Offense Codes for Cases		Need to add F, M or I for all to go to Crime Log		
Special Circumstances - Cases		DV need to add codes defined in the Help Doc		
Special Circumstances - Arrests		DV need to add codes defined in the Help Doc		
	#	Instructions	Who?	Agency Notes
TIMS Set Up				
Agency: Import POST?		Client needs to obtain files from POST Rep approx. 1-2 weeks prior to training - Email client files needed		

		- Dale to import		
Email – Configuration tab - Agency – Email Settings		Do they have email for employees? - If so, need to obtain email server information from IT - Need Host/Port/Username/Password - SSL/TSL Encryption?		
Employee List				
Train ID		Update each employees POST or Training ID prior to POST upload and training		
Hire Date		If not copied over from RIMS – update hire date For each employee prior to POST upload and training		
TIMS Admin		Check for employees in training dept who need system access		
Data Validation				
Training Special Categories		DV need to create with client during training		
Training Workgroups		DV need to create with client during training		

- MISC Info:
 - Discuss these items being completed prior to BPR
 - Discuss Nightly Copy Job – tables vs files
 - Discuss conversion process (if applicable)

RCS

- Overview: What we are covering
- RCS Location:??
- System Management|Config
 - Never Change Comm Center name! (or sync with Agency name)
 - Use Windows Authentication – ***not supported on mobiles
 - Go through all tabs
 - CAD: Must check unit/state for CLETS
 - Records: Use Narrative Security... discuss as described in Help document
 - Records: Keep some person...?? For how many days?
 - Image Size: what limits does IT want, if any?
- Agency
 - Never change agency name!! (or sync with Comm Center Name on Config)
 - Verify data is correct
 - Texting: is agency using? Has it been set up?
- Data Conversion (what are we converting? How this ties to data validation):
 1. Data Mapping
 2. Side by comparison
 3. Sign off prior to GoLive

	Instructions	Who?	Agency Notes
Database Set Up			
Premises			Done during Initial Setup
Alarm Classifications	DV <Premise: Alarm tab>		
Alarm Types	DV <Premise: Alarm tab>		
Premise Watch Type	DV <Premise: Premise Watch>		
Premise Attach Type	DV <Premise: Attachments>		
Divisions	Used in Cases & Users		
Police Plans	Used for Police Unit Recommendation; defines Beats		
Incident Response Types	Used for Police Unit Recommendation; ties to Incident Type		
Fire Station Run Cards	Used for Fire Unit Recommendation; defines Station Run Order		
Fire Response Types	Used for Fire Unit Recommendation; ties to Incident Type		
Tow Companies	Will default display in alphabetic order for District		
Texting			
Narrative Text	Used in Case Narratives		
Inc Reference Docs	Used with Incident Types		
Agency Attach Forms			
Special Skills	Used in User		
System Management			
Workstations	Verify assigned security groups	Verify	
CAD			
Using Custom Mode?	Need other agencies and 1 unit per to show outside calls		
Incident Types	DV; all checkboxes - verify	Verify	
Questions			
Special Circ: Incidents	DV		

Incident Attachment Types	DV		
People			
Ethnicity	Not used in CA		
Gender	<People: Page 1>		
Social Networking Types	Is this being used? <People: Associated Persons>		
Officer Safety Category	<People: Notes tab>		
Special Attributes For Person	<People: Page 2>		
Vehicles			
Vehicle values	DV		
Vehicle Makes/Model	DV		Update RFM/All Forms; update Makes/Models in RIMS
Cases			
<u>Offense Codes for Cases</u>	RIMS/System Mgmt	Verify on RCS	
Case Type	DV		
Case Status	DV		
Case Dispo	DV		
Solvability Factors	DV		
Special Circumstances - Cases	DV (CLERY definitions)		
Alarm Types	DV <Case: Page 2>		
<u>DA Disposition</u>	DV <Case: Page 2>		
<u>DA Reason to not Prosecute</u>	DV <Case: Page 2>		
Connection to Case	** Only with SRS help**		
Special Circumstances - Arrests	DV (CLERY definitions)		
Vehicle Status	DV <Case: Vehicles>		
<u>Judicial District</u>	DV Used by Cites, 555, Subpoenas, Warrants		
<u>Route To</u>	DV <Case: Officer tab>		
Case Print Reason	DV <Print>		
Controlled Document Stamp	DV		
Case Photo Categories	DV <Case: Photo tab>		

Case Attachment Category	DV <Case: Attachment tab>		
Case Item Codes	DV; Use on Case Kickbacks		
Case Investigation			
Case Inv Dispo	DV; must have a code of 'Pending'		
RIMS Menu			
Shift Bulletin			
Media Bulletin			
Records: using which apps?			
Citations			
<u>Citation Violations</u>	DV; Muni codes?		Create from Offense Codes for Cases
Citation Classification	DV		
Citation Status, Type and Dispo	DV		
Citation Court Disposition	DV		
Citation Attachment Categories	DV		
FI			
FI Type	DV		
Warrants			
Warrant Type	DV		
Warrant Charge Level	DV		
Warrant Status	DV		
Warrant Reason	DV		
Warrant Attachment Type	DV		
Search Warrants			
Subpoena			
Subpoena Type	DV		
<u>Judicial District</u>	DV		
Subpoena Attachment Type	DV		
Citizen Subpoena			
Citizen Subpoena Type/Service Dispo and Attachment	DV		
Civil			

Civil Status /Type and Dispo	DV		
Protection Orders			
Protection Order Status/Type/Attachment	DV		
Offenders			
Sex			
Sex Offender Category	DV		
Known/Narcotics/Arson Reg			
Parolee/Probationer			
Probation Category	DV		
Gangs			
Gang Offender			
Trespass	Must have Premises entered first		
Trespass Status	DV		
PRCS			
Abandoned Vehicles			
Abandoned Veh Dispo			
Abandoned Veh Attach Cat			
Missing Persons			
BOLOs			
CCW Permits			
CCW License Type	DV		
Firearm Purchase Denials			
Doc Release Log			
Document Release Type	DV		
Notifications	Will discuss during Admin Trng		
Pawn			
Pawn Shops	DV		
Pawn Purchase Category	DV		

RIMS/Administration			
Vehicle/Parking Permits			
Parking Permit Type	DV		
Permits			
Permit Type			
Visitor Passes			Uses the same printer/labels as PropRoom
Bicycle Licensing			
Pet Licensing			
Pet Status	DV		
Vehicle Maintenance		Verify	
Asset Mgmt	Vehicle Maint must be entered first		
Inventory Mgmt – Location/Type/Status	DV		
Other			
Phone List			
Phone List Categories	DV		
Ready Ref	e.g., Call Out Lists, gate codes, procedures		
Ready Ref Categories	DV		
Property Room (2 hours)			
PropRoom:Agency: Future Purge	(does not include evidence)		
PropRoom:Agency: Future Auction			
PropRoom:Agency: Future Destroy			
Disallow Changing Prop Item #	(rec: yes)		
Clear Officer When..	(rec: ??)		
Clear Reminder...	(rec: yes)		
Custom Labels:	(rec: no)		
DV: PropAttachmentCategory			
DV: PropCourtDispo	(shared/date on prop record)		
DV: PropLabDispo			
DV: PropRemoveItem	(sub category to Dispo)		Needs to be defined after Prop Dispo
DV: PropRoomLoc	**Agency specific; desc prints on label; max of 9 char		

Merge Data Values	(locations & statuses): (used for conversion		

Who from RIMS doing what:

- Training workstation checklist signoff. (email to IT)
- Training Plan: Who completed? Sent? Sign Off returned?
- Documentation- Word format documents; Sent?
- Business Processes:
 - Format for ½ addresses: in Apt # field or 123.5 in address
 - Who is adding case #: dispatch (command line) or 'Add Case'
 - Can Incident have more than 1 case #?
 - From DOJ: New Case# for a Warrant Arrest vs. Warrant of Arrest: if no new charges can be under 'old case #'; if new charges are added (including FTA), needs new case #
 - Who does Voided Cases?
 - Adding information to old Cases not in RIMS/Adding old Cases in entirety
 - Restricted Cases/Agency Confidential/Division Restricted
 - Case Attachments/Photos – what types:??? How many photos???
 - Printing Case reports, Routing and the Audit Trail
 - Who prints reports/forwards to DA?
 - Electronic Case submission to DA??
 - Collisions
 - DUI Accident – 1 case # or 2?
 - Person license fields – what do you want entered?
 - Business Name – what do you want entered?
 - Sketches?
 - People
 - Unknown Suspect – 1) How referenced? 2) Do you need to still see Unknown on case if they become known?
 - Combine People Records – who?
 - Comment/Officer Safety – who?
 - Supplements for Follow-up vs. Case Investigation Log
 - Case Management:
 - One Supervisor vs All Supervisors (enter Supe ID if should go to one Supervisor)
 - Records Review vs. Sgt Review
 - Property

- Who is printing labels?
 - What is used in the Code field?
 - Who does CLETS entry for Stolen?
- Mobiles – Doing FR from field?
- Maps: ESRI or Google: In Station? In mobile?
- MCC Settings:
 - When?
 - Setup up Email mail server
 -

State Switch:

- Routing to DOJ?
- What is the status of the application
- Will lines be moved over prior to GoLIVE?

- **Training Logistics:**
 - Where to stay?
 - Dress code/Jean ok?
 - Internet connection (for trainer)
 - Location/Computers/room setup
 - Schedule/who is attending (who will be the driver?)/must have Commander person

Attachment 4 – Sample Training Plan

The following sample training plan document provided for illustrative purposes only and does not necessarily reflect the types of classes proposed.

XXX Sheriff's Office RIMS Sample Training Plan

Introduction:

The purpose of this document is to provide your agency with information regarding the upcoming RIMS training. It provides information regarding the classes that will be provided and is meant to assist you in setting up your training facilities and ensuring that the appropriate staff is scheduled into the correct classes.

General Training Environment:

Training is best achieved in a classroom or briefing room setting. Workstations must be set up on the network, connected to the RIMS server and loaded with the RIMS client software, the 'Choose RIMS' icon (provides access the different RIMS databases) and, if purchased, the RIMS Mobile client software. Prior to the arrival of the students and before the start of each training session, please test the Choose RIMS icon by logging into the workstation with a non-Admin Username/Password and then access each database in the Choose RIMS selection menu. Little to no outside interruption is important for student success. No more than 1 student per computer for the Dispatch training and no more than 2 students per computer for all other classes is advised.

The term 'RIMS administrator' is referenced throughout this document. For RIMS, the RIMS administrator(s) is not IT staff per se, but supervisors and staff who will become 'RIMS super users' or will have long-term responsibility for RIMS table maintenance and user security setup.

Full days of training begin at 8 a.m. and may last until 5 p.m., based on the trainer's discretion. Lunch is generally scheduled from 11:30 a.m. – 12:30 p.m. Half day classes (if applicable) begin at 8 a.m. with a duration of up to 4 hours, typically with a second 4-hour session starting at 1 p.m.

If there are multiple sessions of the same class, be advised they are covering the same material so students need to attend only one session. This is particularly true of repetitive sessions such as Dispatch and Officer Training.

NOTE: It is **required** that a RIMS Admin is in attendance during ALL scheduled training class.

Course Descriptions:

RIMS Configuration Setup (RCS):

This session continues the system setup that was started with the Initial Setup web sessions. Agencies will be instructed on how to configure RIMS to most closely meet the desired procedures of the agency. In some cases, agencies may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The agency will additionally be instructed/assisted in setting up the remaining tables and values needed for the modules the agency will be using. Discussions will include:

- Customization of drop-down menu choices for 100+ fields
- Agency records decisions
- Agency dispatch decisions
- Paper flow vs paperless vs less paper for records
- Property Room decisions
- Selection of case format type
- Review of data conversion processes and implementation; we will be reviewing data and starting data translations if data is available.

Dispatch/CAD Training:

This class covers common features of RIMS dispatch. Students are all dispatch personnel as well as those identified as RIMS administrators, or other staff who may have dispatch responsibilities. It includes taking calls for service, dispatching calls for service and Officer initiated activity. The basics from taking the call to dispatching and dispositioning the call are the primary training focus. Agencies are encouraged to explore additional CAD functionality to determine how RIMS CAD may best be used in your center. Role playing is included to reinforce real-life situations with the students.

Deputy Training:

This class will cover the following topics:

- Case Entry
- Case Management
- RIMS Mobile Computer Overview

The course is geared towards Officers and investigators however, since it is such an integral part of RIMS RMS, records staff **must** attend the Case Entry and Case Management portions as well.

Records Training (CIBRS Session):

This class/session specifically focuses on the Records Review/Case Management and the CIBRS reporting aspects of the RIMS Records system.

It is **MANDATORY** that records staff attend one of the Officer Training Sessions prior to the Records Training. Officer Training is a prerequisite to the Records Training session.

Records Training (General Session):

This class focuses on all other aspects of the RIMS Records system.

It is **MANDATORY** that records staff attend one of the Officer Training Sessions prior to the Records Training. Officer Training is a prerequisite to the Records Training session.

RIMS Administration/Review:

This session has two parts: first is a review of outstanding system setup items and ensures that the tables, user security and the street file are ready for production use. Post GoLive activities such as technical support are also discussed. Attendees are the designated RIMS administrators.

Second, at the Agency's request it can also include a review of high-level functions such as statistical reports and searches. Attendees of this portion would be higher-ranking Agency personnel.

RIMS InCustody Jail Management Training:

This class will cover the following topics:

- Person Entry
- Case Entry
- Case Management

The course is geared specifically towards Jail Deputies that will also be attending the Jail Deputy Training.

Jail Deputy Training:

This class will cover managing a booking from start to finish including Person records, admissions, inmate movement, offense management, questionnaires, releases, and reports. Additionally, users will learn how to create and manage inmate incidents and run inmate reports.

Attendees MUST have previously attended the Jail RMS Training.

Conversion Review:

Working with the Sun Ridge conversion specialist, Records personnel and/or RIMS Administrators will continue the review of the translation tables, the mapping of data into RIMS and validation of converted data itself. After the final conversion review (prior to RIMS GoLive), you will be asked to sign a data-conversion-completion letter with the understanding that any errors found after GoLive are the agency's responsibility to correct.

In the essence of time due to the COVID delay of the project all Conversion Review days (defined below) will be handled through web sessions. These conversion review times will be with the Sun Ridge conversion specialist remotely accessing the system working with the agency's RIMS Admin/system matter experts.

Property Room Setup/Training:

This training is geared specifically to property room staff. Property room staff is also required to attend at least Day 1 of the Officer Training.

GoLive:

GoLive for RIMS includes onsite support from four (4) Sun Ridge staff members for one (1) day. Support consists of answering questions and guiding staff during their real time use of the system.

GoLive Support:

GoLive Support for RIMS includes continued onsite support from two (2) Sun Ridge staff member for the day after GoLive. Support consists of answering questions and guiding staff during their real time use of the system.

IT Session:

The IT Session will cover managing the server components (Mobile Controller, RIMS State Switch, E911, etc), as well details about updating software and obtaining support from Sun Ridge Systems.

Training Schedule:

RIMS Configuration Setup (Completed):

When: Wednesday, & Thursday, (0800 – ~1700)
Duration: Up to 16 hours
Attendees: Supervisors/RIMS Administrators

CAD Training – Session #1:

When: Tuesday, (0800 – ~1700) & Wednesday, (0800 – ~1700)
Duration: Up to 16 hours
Attendees: Dispatchers/RIMS Administrators from RCS

Officer Training – Session #1:

When: Thursday, (0800 – ~1700) & Friday, (0800 – ~1700)
Duration: Up to 16 hours
Attendees: Deputies/RIMS Administrators from RCS and Records

Officer Training – Session #X:

When: Saturday, (0800 - ~1700) & Sunday, (0800 – ~1700)
Duration: Up to 16 hours
Attendees: Officers/RIMS Administrators from RCS and Records (that did not attend Session #1)

Onsite Conversion Review (Final) #2:

When: Tuesday, (0800 – ~1200)
Duration: Up to 4 hours
Attendees: RIMS Administrators/Data Conversion Team

RIMS Administrative Review:

When: Tuesday, (1300 – ~1700)
Duration: Up to 4 hours
Attendees: RIMS Administrators

Records:

When: Wednesday, (0800 – ~1200)
Duration: Up to 4 hours
Attendees: Records staff that does Records Review and UCR

Property Room Setup/Training:

When: Wednesday, (0800 - ~1500)
Duration: Up to 7 hours
Attendees: Property Room Staff (must have already attend an Officer Training Session)

I/C Lite Train-the-Trainer Training:

When: Wednesday, (0800 - ~1700)
Duration: Up to 8 hours
Attendees: RIMS Administrators, Agency FTOs for I/C (must have already attend an Officer Training Session)

GoLive:

When: Thursday, (0800 – 1700)
Duration: Up to 8 hours
Attendees: Agency's Users as needed/RIMS Administrators

GoLive Support:

When: Friday, (0800 – 1700)
Duration: Up to 8 hours
Attendees: Agency's Users as needed/RIMS Administrators

IT Session:

When: Friday, (early afternoon via websession, TBD)
Duration: Up to 2 hours
Attendees: RIMS Administrators (if desired), the Agency's IT staff that will be maintaining RIMS

Attachment 5 – Sun Ridge Support Services Agreement

As requested, the following is Sun Ridge’s Support Services Agreement.

This Software Support Services Agreement (the “Support Services Agreement”) sets forth a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. (“Sun Ridge”), to the Cities (“Licensees”) as part of the Software and Services Agreement to which it is attached as an exhibit (the “Agreement”). This Support Services Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on the date of signing of the Agreement.

Under this Support Services Agreement, Sun Ridge agrees to provide the following services and products to Licensee:

1. **Coverage Hours.** Sun Ridge will provide a toll-free phone number for Licensee to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Year’s Day, President’s Day, Memorial Day, July 4th, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day (“common holidays”). However, for instances with the Licensee’s system is complete inoperable due to a Sun Ridge software problem (“critical problems”) preventing basic system operation service will be available 24 hours, 7 days a week, common holidays included.
2. **Sun Ridge’s Response to reported problems.** Sun Ridge agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, Sun Ridge will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
 - For critical problems, Sun Ridge personnel will work with Licensee until the situation is resolved.
 - For problems that are not critical problems that have a lesser though continuing impact on operations of Licensee (“non-critical problems”), Sun Ridge will endeavor to provide a solution or work around within 72 hours of the problem being reported to Sun Ridge by the Licensee.

- For problems that are not critical problems and are not non-critical problems ("minor problems") Sun Ridge may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to have a means available for Sun Ridge to remotely connect to Licensee's system when a problem is reported. The software product used by Sun Ridge is Bomgar Remote Support Software, chosen because it provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a security hardware device.
- Sun Ridge will use this line only with the Licensee's permission.
 - Sun Ridge will use this link to connect to Licensee's system to examine data files, update and repair them when necessary, and download maintenance-related logs automatically maintained by the Software. Sun Ridge will also use this line to upload fixes to problems to Licensee's system when appropriate.
4. **Provision of software updates.** Sun Ridge will provide at no additional cost all new enhanced and updated versions of software licensed to Licensee. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain Sun Ridge to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from Sun Ridge's ftp web site. Sun Ridge will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Cost.** The cost of the services and software to be provided under this Support Services Agreement is _____.
6. **Term.** The initial term of this Support Services Agreement shall be one year from the commencement of the Initial Test Period as set forth in the Agreement, and shall be subject to automatically renewal for another year (the "Renewal Term") upon payment of invoice. Payment for the year is due in advance of the day the services begin. Non-payment of the support invoice within forty-five (45) days of the commencement of the Renewal Term shall be cause for terminating the Support Services Agreement by Sun Ridge upon written notice to the Licensee unless the non-payment is cured within ten (10) days from the Licensee's receipt of such written notice.
8. **Termination.** Licensee may terminate this Support Services Agreement with or without cause upon thirty (30) days written notice to Sun Ridge. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last

day of the month the written notice is received by Sun Ridge to the end of the remaining term of the Support Services Agreement.

9. **Limitations.** Sun Ridge agrees to provide support only for Software provided by Sun Ridge. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Support Services Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although Sun Ridge may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server). Licensee may purchase support services outside the limitations of this agreement at the then current Sun Ridge's hourly labor rate.

This Support Services Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that Sun Ridge will assist Licensee in determining whether a problem is RIMS application software in nature.

Attachment 6 – Sun Ridge Standard Agreement

As requested, the following is Sun Ridge’s Standard Agreement which includes the licensing agreement language in Attachment 1.

SUN RIDGE SYSTEMS, INC. SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (“Agreement”) is executed in duplicate as of _____, 2016, between Sun Ridge Systems, Inc., a California corporation (“Sun Ridge”), and _____, a political subdivision of the State of _____ (“the City”) located at _____, _____, _____.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software (“Software”) and services (“Services”) to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein (“Software Support Services Agreement”).

Section 2. City Project Manager. Sun Ridge shall work under the general direction of _____ in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the “Project”) described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount (“Contract Amount”) given in Exhibit B according to the following schedule (“Payment Schedule”):

<u>Milestone</u>	<u>Amount of Payment</u>
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this

Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Invoices. Invoices shall be sent to:

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

In addition to any other amounts for which City is liable under this Agreement, City agrees to pay to Sun Ridge a late charge equal to one percent (1%) of the amount due if City fails to pay Sun Ridge any amount that is due and owing pursuant to this Agreement within sixty (60) days after City's receipt of an invoice from Sun Ridge. In addition, any invoiced amounts that are due and owing under this Agreement which City fails to pay to Sun Ridge within ninety (90) days after City's receipt of an invoice from Sun Ridge shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL SUN RIDGE BE LIABLE FOR LOST BUSINESS, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER PART OF THE PRODUCT. IN NO EVENT WILL SUN RIDGE BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY FOR THE PRODUCT.

Section 8. Final Acceptance. For thirty (30) days from the beginning of Agency's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, Agency shall accept or reject the Software as follows:

If City determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

If City decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by City to Sun Ridge, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to City by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

If City fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then City's final acceptance of the Software shall be considered to have occurred and City and Sun Ridge shall proceed as described in section 8.a above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and

non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

The following additional terms, conditions and limitations apply to the License:

- The City may use the Software on all computers in the City's agency and in any other agencies explicitly agreed to in writing by Sun Ridge;
- The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and
- No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.
- The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.
- The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.
- The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.
- The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.
- The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

- Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.
- The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.
- Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.
- The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the City's use or inability to use the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement. Notwithstanding the foregoing, the City expressly waives, releases, and agrees that neither Sun Ridge nor Sun Ridge's officers, directors, shareholders, employees, agents and affiliates shall

have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other Claims arising out of or related to the use or implementation of the Software.

During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

- **Workers' Compensation.** Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.
- **General Liability Insurance.** Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.
- **Automobile Liability Insurance.** Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.
- **Certificates of Insurance.** Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. “Confidential Information” means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. “Documentation” means those visually readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party’s Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a “need to know” basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 13. General Terms.

Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American

Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the address indicated in the initial paragraph of this Agreement or to Facsimile No. _____; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or

agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC. [customer name]

By:	By:
Anthony B. Richards	Its:
Its: President	



City Council Staff Report

DATE: August 5, 2024

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Safe, Clean Water Program Fund Transfer Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a Safe, Clean Water Program Fund Transfer Agreement with the Los Angeles County Flood Control District, in a form approved by the City Attorney, for the City's Stormwater Program;
2. Adopting a Resolution to add stormwater projects to the Fiscal year 2024-25 Capital Improvement Program;
3. Appropriating \$596,767 in Measure W funds for the proposed Capital Improvement Projects; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City receives funds from the Safe, Clean Water (SCW) Program, also known as Measure W. On August 5, 2020, City Council approved a Transfer Agreement to receive funds through FY2023-24. It is recommended, that City Council approve a new Transfer Agreement for receipt of funds through FY 2027-28.

BACKGROUND:

In November 2018, voters approved the SCW Program, a special parcel tax based on impermeable areas within the jurisdiction of the District. The SCW Program funds stormwater initiatives that improve water quality, increase local water supply, and provide community benefits, like green spaces and parks. Revenues derived from the tax are allocated to projects and programs implemented by the District (10%), municipalities (40%), and regional watershed-based projects and programs (50%).

To participate in the program the City must have a Transfer Agreement with the District and submit an annual plan for use of funds. The City first received annual Measure W funds in FY2020-21. Funds disbursed to the City have been used towards the management of its stormwater program, catch basin maintenance, and for Capital Improvement projects such as the East LA Sustainable Median Stormwater regional project, and installation of catch basin trash capture devices. It is recommended that the City enter into a new Transfer Agreement to continue receiving funding for future programs and projects through FY2027-28. The City anticipates receiving \$730,000 for FY2024-25.

2024-25 STRATEGIC PLAN GOAL:

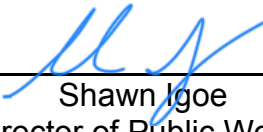
This agreement meets the City's goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of the community. Prioritization of stormwater projects aims to improve water quality in the City.

FISCAL IMPACT:

The City's stormwater program activities and projects are primarily funded by Measure W funds. It is recommended that \$596,767 be appropriated to the FY2024-25 budget for the following Capital Improvement Projects.

Capital Improvement Project	FY24-25 Budget
Storm Drain Master Plan	\$146,767
Catch Basin CPS Units	\$100,000
Stormwater Infiltration Trenches/Demonstration Garden	\$350,000

Respectfully submitted by:



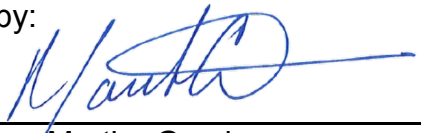
Shawn Igoe
Director of Public Works

Prepared by:



Xochitl Tipan
Administrative Manager

Reviewed by:



Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Solange Fortenbach
Deputy City Attorney

ATTACHMENT:

1. Transfer Agreement
2. Resolution

ATTACHMENT 1

Transfer Agreement

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND MONTEREY PARK
AGREEMENT NO. 2024MP54
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of

_____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Monterey Park, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code. "Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Monterey Park	
Name:	Haris Harouny	Name:	
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	
Phone:	(626) 300-2620	Phone:	

Email:	hharouny@dpw.lacounty.gov	Email:	

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	Audit Begins	Audit Report Due to District
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will

apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
 - j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the

Municipality's ability to complete the Annual Plan.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects. The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	● Preservation of native vegetation ● Minimal negative impact to existing drainage system	● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system	● Creation of open green space ● Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	● Partial restoration of existing riparian habitat and wetlands □ Planting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ● No potable water used to sustain the wetland	● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 21 and 40 different native plant species newly planted ● No potable water used to sustain the wetland	● Full restoration and expansion of existing riparian habitat and wetlands - Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ● No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations.
- Maintaining trash receptacles.
- Removal of trash, debris, and blockages from bioswales.
- Inspection and cleaning of trash booms.
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth.
 - Prevent encroachment of adjacent property and provide vertical clearance.
 - Inspect for dead or diseased plants regularly.
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal
 - Weed and nuisance plant control.
 - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
 - Wildflower and meadow maintenance.
 - Grass, sedge, and yarrow management.
 - Removal of unwanted hydroseed.

3. Wildlife Management

- Exotic species control.
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
- Avoid disturbances to nesting birds.
- Avoid spread of invasive aquatic species.

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis.
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).

- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.
 - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation.
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity.
- Inspect basins for erosion.
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation.
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise).
- Checking telemetry equipment.
- Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species.
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
- Managing emergent vegetation.
- Using hydraulic control structures to rapidly dewater emergent marsh areas.
- Managing flow velocities to reduce propagation of vectors.

ATTACHMENT 2

Resolution

RESOLUTION NO.

A RESOLUTION AMENDING RESOLUTION NO. 2024-R48 TO ADD STORMWATER PROJECTS TO THE CAPITAL IMPROVEMENT PLAN (“CIP”) AND FINDING SUCH AMENDMENT CONFORMS WITH THE GENERAL PLAN.

BE IT RESOLVED by the City Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds and declares as follows:

- A. Pursuant to Monterey Park Municipal Code (“MPMC”) § 2.56.020(B), the City Council is the Monterey Park Planning Agency for purposes of this Resolution.
- B. The Storm Drain Master Plan, Catch Basin CPS Units, and Stormwater Infiltration Trenches/Demonstration Garden Projects (“Projects”) were not previously included within the Capital Improvement Plan (“CIP”) as approved by Resolution No. 2024-R48 on June 18, 2024.
- C. This Resolution amends Resolution No. 2024-R48 to add the Projects to the CIP.
- D. The City reviewed this Resolution’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the “CEQA” Guidelines”), and the City’s Environmental Guidelines.
- E. This Resolution is adopted based upon the entirety of the administrative record including, without limitation, the staff report submitted by the Director of Public Works.

SECTION 2: *Findings.* Pursuant to Government Code § 65401, the City Council finds that the CIP, as amended by adding Projects, is consistent with the Monterey Park General Plan. Among other things the CIP meets the following goals in the General Plan:

- Goal 2.0 of the Circulation Element: Provide a local street system that accommodates current and future traffic volumes;
- Goal 5.0 of the Circulation Element: Create and maintain a connected system of bicycle routes and pedestrian facilities that meets the need of City residents;
- Goal 6.0 of the Circulation Element: Ensure that all development projects provide well-designed parking facilities that are safe, convenient, and attractive;
- Goal 9 of the Safety Element: Protect public and private properties from

geologic hazards associated with steep slopes, unstable hillsides, and liquefaction-prone areas;

- Goal 20 of the Safety Element: Provide adequate sewer, water, and drainage systems to meet the needs of City residents and businesses; and
- Goal 4.0 of the Resources Element: Conserve and protect groundwater supply and water resources.

SECTION 3: Design Immunity; City Engineer. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 regarding the plans and construction of the Projects. Accordingly, in addition to the other projects in the CIP, the City Council authorizes the City Engineer to exercise discretionary approval for plans or designs for the Projects in advance of the construction or improvement as set forth in Resolution No. 2024-R48.

SECTION 4: Environmental Assessment. The City reviewed the environmental impacts of the Project under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a “project” as defined, respectively. This activity is primarily a legislative tool to assess legislative and budgetary priorities and does not approve any of the specific projects for construction, and therefore does not have the potential to have a significant effect on the environment. Accordingly, no further review is required.

SECTION 5: Notice of Exemption. The Director of Public Works, or designee, is directed to file a Notice of Exemption in accordance with CEQA §§ 15062, and any other applicable law.

SECTION 6: Limitations. The City Council’s analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council’s lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions. Somewhat related to this are the limitations on the City’s ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 7: Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 8: Construction. This Resolution must be broadly construed to achieve the

purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 9: Severability. If any part of this Resolution or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 10: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 11: Recordation. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 12: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 5TH day of August, 2024.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

KARL H. BERGER, City Attorney

By: Solange Fortenbach
Solange Fortenbach, Deputy City Attorney



City Council Staff Report

DATE: August 5, 2024

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Monterey Pass Road Overlay – Reject All Submitted Bids

RECOMMENDATION:

It is recommended that the City Council consider:

1. Rejecting all bids for Capital Improvement Project (CIP) No. 96046 – Monterey Pass Road Overlay; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY

Per Resolution No. 2023-R52, the Public Works Director solicited bids for CIP 96046 – Monterey Pass Road Overlay project. The bid opening was held on July 10, 2024. The City received four bids from California contractors. Staff recommends rejection of all bids due to lack of responsible bidders and cost proposal exceeding the City's budget for this project.

BACKGROUND

On June 5, 2024, staff advertised the bid for CIP 96046 – Monterey Pass Overlay project. The bid opening was held on July 10, 2024, by the City Clerk's Office and Public Works staff and four bids were received from California contractors. The proposed scope of work includes the application of Asphalt Rubber Hot Mix and AC Overlay along Monterey Pass Road between Vagabond Drive and Floral Drive.

RANK	BIDDER	BASE BID AMOUNT
1	All American Asphalt	\$1,174,082.17
2	Onyx Paving	\$1,196,735.13
3	Hardy & Harper	\$1,280,964.77
4	Toro Enterprises	\$1,396,473.98

The apparent lowest bidder, All American Asphalt, submitted a bid for \$1,174,082.17. All American Asphalt's proposal exceeds the City's \$1,064,000 budget for this project and was missing required federal forms making them non-responsive. The second lowest bidder, Onyx Paving, was also deemed non-responsive for failure to provide active Sams.gov registration which is required to bid on any federal project. The third lowest bidder, Hardy & Harper, exceeds the project's budget by \$220,000 and Toro Enterprises exceeds our budget by over \$300,000. Therefore, staff recommends that

the City Council reject all bids. Staff will be re-advertising the project and contacting all contractors to make it a more competitive project. The rejection of bids will postpone project start date for approximately 2 months. This action will not impact any deadlines.

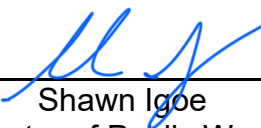
2024-25 STRATEGIC PLAN GOAL:

This project meets the City's goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of our city and community as it continues the resurfacing of a major city roadway. Additionally, re-advertisement of the project supports the City's goal to maintain fiscal stability of the city's financial resources by seeking competitive bids that meet the project's budget.

FISCAL IMPACT

There is no fiscal impact associated with the rejection of all submitted bids.

Respectfully submitted by:



Shawn Igoe
Director of Public Works

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENT

None



City Council Staff Report

DATE: August 5, 2024

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Memorandum of Agreement for Regional Food Recovery Program

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a Memorandum of Agreement with the San Gabriel Valley Council of Governments, in a form approved by the City Attorney, for the City's participation in the San Gabriel Valley Regional Food Recovery Program for an amount of \$148,146.95;
2. Appropriating an additional \$31,527.95 from SB1383 Grant Funds (Fund 282) to the Fiscal Year 2024-25 budget for participation in the Regional Food Recovery Program; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Since 2021, the City has participated in the San Gabriel Valley Regional Food Recovery Program, known as FRESH SGV, for compliance with Senate Bill 1383 (SB1383). As a participating agency, the City receives support for required inspections and enforcements of edible food generators and food recovery organizations, public outreach and engagement for businesses subject to SB1383 requirements, and access to food recovery hub resources. To continue participating in the program, it is recommended that City Council authorize the City Manager to execute a Memorandum of Agreement with the San Gabriel Valley Council of Governments (SGVCOG), in the amount of \$148,146.95 for food recovery program activities. The City was recently awarded SB1383 grant funds from CalRecycle that will be used for participation in the program.

BACKGROUND:

In September 2016, the passage of SB1383 established statewide targets to reduce the disposal of organic waste from landfills and increase recovery of currently disposed edible food for human consumption. To recover 20 percent of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery networks.

Since 2021, the City has been working with the SGVCOG to provide a regional approach for SB 1383 compliance. The Regional Food Recovery Program, known as FRESH SGV, was established to help member agencies comply with SB 1383's food recovery mandates and reduce food waste in the San Gabriel Valley. The program helps identify commercial edible food waste generators in participating cities, develops partnerships with local food recovery organizations, implements outreach and education efforts, and develops and implements inspection protocols. Last year, the SGVCOG issued grant awards to God's Pantry located in Pomona, Heart of Compassion located in Montebello, and Foothill Unity Center located in Monrovia to develop regional "food hubs" which help recover and redistribute excess edible food to people experiencing food insecurity. While all recovery hubs can support Monterey Park businesses, Heart of Compassion serves as the dedicated food recovery center for the City. To continue participating in FRESH SGV, the City needs to enter into a new MOA with SGVCOG. The proposed MOA begins on July 31, 2024, and shall continue through the completion of all work for a total cost of \$148,146.95.

2024-25 STRATEGIC PLAN GOAL:

The proposed MOA meets the City's goal to enhance access to resources for mental health, social services, and unhoused needs. Participation in the Regional Food Recovery Program provides businesses resources to recover the maximum amount of edible food to donate to food recovery organizations. In turn, food recovery organizations serve the community by providing food resources to those in need.

FISCAL IMPACT:

The City received \$161,611 in grant funds from CalRecycle for compliance with SB1383 regulations. The City's Fiscal Year 2024-25 included a \$116,619 budget for the Food Recovery Program. An additional appropriation of \$31,527.95 from SB1383 grant funds (Fund 282) is required for the execution of the MOA and continued participation in the Regional Food Recovery Program.

Respectfully submitted by:



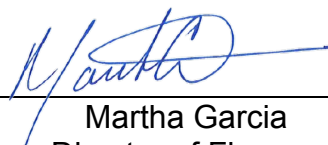
Shawn Igoo
Director of Public Works

Prepared by:



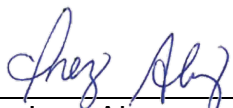
Xochitl Tipan
Administrative Manager

Reviewed by:



Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Solange Fortenbach
Deputy City Attorney

ATTACHMENT:

1. Memorandum of Understanding

ATTACHMENT 1

Memorandum of Understanding

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS AND THE CITY OF MONTEREY PARK FOR
PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL FOOD
RECOVERY PROGRAM**

This Memorandum of Agreement (“MOA”) is dated for identification purposes as of _____, 2024 by and between the City of Monterey Park, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. The passage of SB 1383 (Lara, 2016) implemented statewide targets to reduce statewide disposal of organic waste and increase recovery of currently disposed edible food for human consumption. Specifically, SB 1383 aims to recover at least 20% of currently disposed edible food for human consumption by 2025. The California Department of Resources Recycling and Recovery (CalRecycle) has developed regulations entitled “Short-lived Climate Pollutants: Organic Waste Reductions” (hereafter “SLCP Regulations”), which regulations are codified at Chapter 12 of Division 7 of Title 14 of the California Code of Regulations, sections 18981.1 et seq.¹
- B. To recover 20% of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery networks.
- C. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley. SGVCOG was created by the member cities and other local governmental agencies and has established a Regional Food Recovery Program (the “Program”) which is still being administered.
- D. City and the SGVCOG previously entered into a Memorandum of Agreement (“Original MOA”) to provide Program services, wherein the SGVCOG coordinated such services and was reimbursed by the City. The City received OWR 4 CalRecycle 1383 Local Assistance Grant for Program services. The City has expressed its desire to continue to receive such Program services, which will be administered by the SGVCOG.
- E. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA and further agree as follows:

I. RECITALS

The above Recitals are made a substantive part of this MOA.

¹ All Section references herein are to Title 14 of the California Code of Regulations unless otherwise stated.

II. TERM:

The term of this MOA shall commence on July 31, 2024, and shall continue through the completion of all work completed under this MOA. The term of this MOA may be extended by mutual written MOA of the Parties.

III. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG Responsibilities:

1. Undertake procurement and management of consultant(s) to complete the Program set forth in the Program's Scope of Work (Attachment A), including the execution of a contract with the consultant for the development of the Program.
2. Manage all invoicing and payments to be made to consultant.
3. Review draft deliverables prepared by the consultant for accuracy.
4. Coordinate with the consultant to ensure consultant's participation in calls and meetings.
5. Manage ongoing coordination of calls with the Parties and the consultant throughout the development of the Program.
6. Review and provide comments on draft communications and documents related to the Program.
7. Provide support to the selected regional food recovery hub(s) as described further in the Scope of Work
8. Submit one invoice to the City, in a total amount that does not exceed \$148,146.95. The invoice includes both consultant fee and SGVCOG project management fee. Any unexpended funds held by SGVCOG at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. City may request in writing a refund or credit of any unexpended funds by the SGVCOG, in accordance with the budget in Attachment B.

B. City Responsibilities:

1. Designate a point-of-contact with name, title, and contact information who will serve as the City's technical representative throughout the development of the Program. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact will be designated within fourteen (14) calendar days.
2. Actively engage in the development of the Program including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
3. Review and provide comments to consultant on deliverables as necessary.
4. Participate in check-in calls and/or meetings with the consultant and with all Parties, as necessary.
5. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city

attorney or city manager.

6. Pay invoices referenced in III.A.8 above within thirty (30) days of receipt.

III. AMENDMENTS:

- A. For any change which materially affects the project scope of work, or in any way modifies any term or condition included under this MOA, an amendment to the MOA shall be prepared and executed by the City and by the SGVCOG for such change to be effective.
- B. Minor changes to the project scope of work or budget may be approved by the SGVCOG's Project Manager, who shall in writing and, in his or her reasonable discretion, determine whether the change is minor. Any increase that exceeds the amount of this MOA shall require an amendment.

IV. PROJECT MANAGEMENT:

- A. Project Managers.
 1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Mackenzie Bolger, Principal Management Analyst, whose contact information is set forth below.
 2. For the purposes of this MOA, the City designates the following individual as its representative: Xochitl Tipan, whose contact information is set forth below.

Either Party may change the designations set forth herein upon written notice to the other Party.

V. DEFAULT; REMEDIES:

- A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Regional Food Recovery Program.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commits to cure the Default and commences the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately upon the provision of written notice by the non-defaulting Party to the defaulting Party. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its member agencies, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of City in connection with this MOA.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this MOA.

VII. INSURANCE:

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VIII. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required herein shall be sent by email, except for a notice of termination, default, or failure to cure, which shall be sent by certified mail, postage pre-paid, return receipt requested. Either Party may change its Project Manager or contact upon written notice to the other Party and shall promptly update the other Party in writing of any such changes.

To SGVCOG: Mackenzie Bolger
Principal Management Analyst
1333 S. Mayflower Ave., Suite 360
Monrovia, CA 91016
(626) 457-1800
mbolger@sgvcog.org

with a copy to: Marisa Creter
Executive Director
1333 S. Mayflower Ave., Suite 360
Monrovia, CA 91016
(626) 457-1800
mcreter@sgvcog.org

To City: Xochitl Tipan
Administrative Manager

320 W. Newmark Ave
Monterey Park, CA 91754
(626) 307-1383
xtipan@montereypark.ca.gov

with a copy to: Inez Alvarez
City Manager
320 W. Newmark Ave
Monterey Park, CA 91754
(626) 307-1497
ialvarez@montereypark.ca.gov

- B. No Partnership. This MOA is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the MOA, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire MOA. This MOA constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This MOA may be modified only in writing and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Excusable Delays. Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- F. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.

- G. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- H. Assignment. Neither Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- I. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- J. Authority to Execute. The person executing this MOA on behalf of a Party warrant that they are duly authorized to execute this MOA on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this MOA.
- K. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- L. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed and to be effective on the date it has been fully executed by the Parties as set forth below.

FOR THE CITY OF MONTEREY PARK:

By: _____
Inez Alvarez
City Manager

Date: _____

ATTEST:

Maychelle Yee
City Clerk

APPROVED AS TO FORM:

Solange Fortenbach

Solange Fortenbach
Deputy City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS:

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel

ATTACHMENT A - SCOPE OF WORK

The SGVCOG Regional Food Recovery Program services under this agreement include the following:

Program Management

SGVCOG will organize meetings with the City and SGVCOG representatives to discuss the project deliverables and receive feedback on the project progress. The SGVCOG will also the following program management duties:

- Oversee consultant work,
- Track program budget for City, and
- Monitor, amend, and enforce contracts

Inspections and Enforcement

- Identification of food recovery organizations (FROs) and Tier 1 and Tier 2 edible food generators (EFGs) within the City
- Annual inspections of Tier 1 and 2 EFGs and FROs in the City, with reports of inspection outcomes
- Assessment of total amount of edible food generated by Tier 1 and 2 EFGs and available capacity of FROs to accept edible food

Public Outreach and Engagement

- Regional workshops to educate grocery stores, restaurants, and food recovery organizations on regulations and to share best practices and resources
- Development of outreach materials, such as SB 1383 fliers
- One-on-one engagement with Tier 1 and Tier 2 EFGs and FROs to provide education and guidance on 1383 compliance

Food Recovery Hub Development/FRO Support

- Coordination with and support of food recovery hubs to expand the region's capacity to recover food and address food insecurity
- Support to smaller food recovery organizations to allow more local groups to sustain operations and comply with SB 1383

ATTACHMENT B - BUDGET AND INVOICING

The budget to complete the Tasks is shown in Table 1.

Table 1. Budget

Category	Total Funds
Program Management	24,030.95
Inspection and Enforcement	76,086.00
Food Recovery Hub Development	\$48,030.00
Total Budget	148,146.95



City Council Staff Report

DATE: August 5, 2024

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Emergency Repair of Water Main on Brightwood Street – Adopt a Resolution authorizing the City Manager to execute a Public Works contract with W.A. Rasic without the need for competitive bidding to complete emergency water main repairs

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the City Manager to execute a Public Works contract with W.A. Rasic Construction Company, Inc., in the amount of \$115,000, without the need for competitive bidding to complete emergency repairs of the water main on Brightwood Street;
2. Appropriating \$115,000 to the FY 2024-2025 Budget from the Water Operation Fund for the cost of the repair work; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY

On June 12, 2024, Public Works staff identified a water main leak on the 1100 block of Brightwood Street. Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Public Works contract with W.A. Rasic Construction Company, Inc. for water main line repair work, at Brightwood Street, without the need for competitive bidding. The contract would be for an amount not to exceed \$115,000.

BACKGROUND

On June 12, 2024, Public Works staff successfully shut down the water valve at 1100 block of Brightwood Street and identified the extent of a water main leak on the existing 14-inch transmission main, affecting several fire hydrants and fire lines within the area. Due to the complexity of the necessary repairs, it requires extended shutdown of the water main during the work. The area affected by the shutdown includes nineteen fire hydrants, seven fire lines and over 250 residences and many commercial properties. The nineteen hydrants that will be out of service during repairs and the circumstance of failed valves put the neighborhood at potential risk. Additionally, the water leak that was initially

minor is now a more significant leak. Due to the extent of the impacts to the area, it is essential to expedite the necessary repairs to the water mainline.

City staff contacted W.A. Rasic Construction Company, Inc. to inspect the site and provide a quote for the repair cost. W.A. Rasic was selected because it has an existing agreement with the City (Agreement No. 2382-A, dated August 7, 2023) for water infrastructure maintenance.

W.A. Rasic's scope of work includes temporary traffic control, saw cut and removal of existing asphalt, digging and exposing pipe, making repairs with a 16-inch butt-strap or repair clamp, backfill with sand and base, compaction test, and restoration. W.A. Rasic will also remove and replace two butterfly valves that are damaged and no longer operable. The replacement will be with steel fittings and replacing inoperable valves will significantly reduce the loss of fire protection for an extended period. The total cost for the main line repair and valve replacement is \$115,000.

The City must comply with this project's competitive bidding requirements of the California Public Contracts code. However, due to the immediate need to respond to the water leak and impacts of water valve shutdown during the work, competitive bidding for these repairs would have been ineffective and impractical for the protection of public health and safety. W.A. Rasic is already vetted by City staff and under contract for water infrastructure maintenance and will perform the work within the competitive unit prices listed in the existing maintenance agreement.

Staff requests the City Council adopt a resolution authorizing the City Manager to execute the public works contract with W.A. Rasic Construction Company, Inc. without the need for competitive bidding for the emergency water main repair at Brightwood Street. Additionally, the staff requests the appropriation of \$115,000 for costs associated with this repair.

2024-25 STRATEGIC PLAN GOAL:

The proposed Resolution supports the City's strategic goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of the City and community. Repairs of the water main line are required for public health and safety.

FISCAL IMPACT

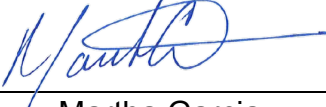
Staff recommends the appropriation of \$115,000 to the FY 2024-2025 Budget from the water operations fund to cover the costs associated with executing this public works contract.

Respectfully submitted and prepared by:



Shawn Igoe
Director of Public Works

Reviewed by:



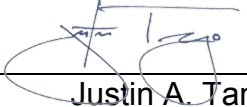
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENT

1. Resolution
2. Declaration of Emergency

ATTACHMENT 1

Resolution

RESOLUTION NO. XXX

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD PUBLIC WORKS AGREEMENT WITH W.A. RASIC CONSTRUCTION COMPANY, INC. WITHOUT THE NEED FOR COMPETITIVE BIDDING FOR THE EMERGENCY REPAIR OF THE WATER MAIN AT BRIGHTWOOD STREET

The City Council does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

- A. On June 12, 2024, the City identified a water main break on the existing 14-inch transmission main at the 1100 block of Brightwood Street;
- B. To respond to the needs for the Project, the Public Works Department contacted W.A Rasic Construction Company, Inc. ("Rasic") to provide a quote for immediate repair of the Brightwood Street Water Main Repair (the "Project"). Rasic was selected because it has an existing agreement with the City (Agreement No. 2382-A, dated August 7, 2023) for water infrastructure maintenance;
- C. Ordinarily, the City would need to comply with the competitive bidding requirements set forth in the California Public Contracts Code for this type of project;
- D. The purpose of such bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption, to prevent waste of public funds, and to obtain the best economic result for the public;
- E. The facts and circumstances of this Project, however, demonstrate that competitive bids would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable and impractical for the following reasons:
 - 1. The Project constituted an emergency at the time that Public Works personnel contacted W.A. Rasic and requires an immediate response to protect public health and safety;
 - 2. Rasic is already vetted by the City, is under contract for purposes of water infrastructure maintenance, and includes competitive unit prices as part of the existing maintenance agreement; and
 - 3. The Contractor is registered with the Department of Industrial Relations ("DIR"); has the required insurance and bonding; is

properly licensed; and is prepared to execute the City's standard agreement for public works projects

- F. In waiving the competitive bid requirements otherwise required by the Public Contract Code, the City Council takes note of the analysis and decisions set forth in *Graydon v. Pasadena Redevelopment Agency* (1980) Cal.App.3d 631; *Hodgeman v. City of San Diego* (1942) 53 Cal. App.2nd 610; *Orange County Water Dist. v. Bennett* (1958) 156 Cal. App.2nd 745; and *Los Angeles G&E Corp. v. City of Los Angeles* (1922) 188 Cal. 307.

SECTION 2: Environmental Assessment. The Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The Project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: Declaration of Emergency. Based upon the entirety of the administrative record, the City Council finds that as of June 12, 2024, the water main leak on the 100 block of Brightwood Street (the "Emergency") constitutes an imminent threat to public health and safety that requires immediate action. Accordingly, the City Council authorizes the City Manager to take all steps necessary to protect public health, safety and welfare including, without limitation, awarding contracts in accordance with PCC § 22050 and MPMC Chapter 2.52.

SECTION 4: Actions; Authorizations. The City Council takes the following actions:

- A. The City Manager is authorized to execute a standard public works agreement with W.A. Rasic for completion of the Project in a form approved by the City Attorney without the need for additional bidding; and
- B. The City Manager, or designee, is authorized to execute change orders – in accordance with the terms of the public works agreement – as necessary to complete the Project.

SECTION 5: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 7: This Resolution will become effective immediately upon adoption.

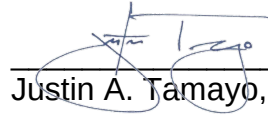
PASSED, APPROVED, AND ADOPTED this 5th day of August, 2024.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:
Karl H. Berger, City Attorney



Justin A. Tamayo, Deputy City Attorney

ATTACHMENT 2

Declaration of Emergency



CITY OF MONTEREY PARK

City Manager's Office

DECLARATION OF EMERGENCY

The City Manager finds:

Pursuant to Monterey Park Municipal Code § 2.52.060(a)(1), a local emergency is proclaimed to exist within the City of Monterey Park beginning on July 31, 2024.

On June 12, 2024, Public Works staff identified a water main leak on the 1100 block of Brightwood Street. The water main leak affected several fire hydrants and fire lines within the area. Due to the complexity of the necessary repairs, it requires extended shutdown of the water main during the work. The area affected by the shutdown includes nineteen fire hydrants, seven fire lines and over 250 residences and many commercial properties. The nineteen hydrants that will be out of service during repairs and the circumstance of failed valves put the neighborhood at potential risk. Additionally, the water leak that was initially minor is now a more significant leak. Due to the extent of the impacts to the area, it is essential to expedite the necessary repairs to the water mainline.

The foregoing conditions constitute the existence of conditions presenting a real and present concern of extreme peril to the safety of persons and property within the City of Monterey Park, which conditions are likely to be beyond the control of the services, personnel, equipment and facilities of the City. I am authorizing the execution of the public works contract with W.A. Rasic Construction Company, Inc. without the need for competitive bidding for the emergency water main repair at Brightwood Street.

A handwritten signature in blue ink, appearing to read "Inez Alvarez", is written over a horizontal line.

Inez Alvarez, City Manager

August 1, 2024 at 11:38 a.m.
Date/Time