

**AGREEMENT  
BETWEEN  
THE  
COUNTY OF FRESNO, CALIFORNIA  
AND  
TRITECH SOFTWARE SYSTEMS**

## 1 TABLE OF CONTENTS

2 AGREEMENT.....	1
3 RECITALS.....	1
4 WITNESSETH.....	1
5 I. DEFINITIONS: .....	1
6 II. OBLIGATIONS OF THE CONTRACTOR .....	4
7 A. SOFTWARE LICENSE .....	4
8 1) GRANT OF LICENSE .....	4
9 2) SCOPE OF LICENSE .....	4
10 3) OWNERSHIP .....	4
11 4) POSSESSION, USE AND UPDATE OF SOFTWARE .....	5
12 5) TRANSFER OF SOFTWARE .....	5
13 6) POSSESSION AND USE OF SOURCE CODE .....	5
14 7) CONFIDENTIALITY .....	6
15 B. SERVICES TO BE PROVIDED BY CONTRACTOR TO COUNTY .....	6
16 C. SYSTEM MAINTENANCE AND SUPPORT BY CONTRACTOR .....	7
17 1) TECHNICAL INFORMATION.....	7
18 D. ADDITIONAL SYSTEM MAINTENANCE SERVICES BY CONTRACTOR.....	7
19 1) ADDITIONAL TRAINING .....	8
20 2) DATA AND SYSTEM CORRECTIONS.....	8
21 3) CUSTOMER SITE VISITS .....	8
22 4) CUSTOM PROGRAMMING.....	9
23 5) ADDITIONAL SUPPORT FEES.....	9
24 6) WIRELESS SERVICES .....	10
25 7) LOCAL, STATE, OR FEDERAL CERTIFICATIONS AND ACCESS.....	10
26 E. SYSTEM UPDATES AND NEW PRODUCTS .....	10
27 1) SYSTEM UPDATES .....	10
28 2) NEW PRODUCTS .....	11
F. OPERATING SYSTEM UPDATES .....	11
G. ANTI-VIRUS MANAGEMENT .....	11
H. ADHERE TO CHANGE CONTROL PROCESS.....	11
III. OBLIGATIONS OF THE COUNTY .....	12
A. COUNTY CONTRACT ADMINISTRATOR .....	12
B. SAFEGUARDING SYSTEM SOFTWARE .....	12
C. BACKUP AND RECOVERY MANAGEMENT .....	12
D. FACILITIES MAINTENANCE .....	12
E. SYSTEM HARDWARE AND SYSTEM SOFTWARE .....	13
F. COUNTY CAD MANAGER .....	13
G. ADDITIONAL THIRD PARTY SOFTWARE .....	13
IV. TERM.....	14
V. TERMINATION .....	14
A. NON-ALLOCATION OF FUNDS.....	14
B. BREACH OF CONTRACT .....	14
C. WITHOUT CAUSE .....	14
VI. COMPENSATION/INVOICING .....	15

1	A. ANNUAL MAINTENANCE AND SUPPORT FEES: .....	15
2	B. FEE CHANGES .....	16
3	C. ADDITIONAL SERVICES FEES:.....	17
4	D. TOTAL CONTRACT AMOUNT .....	17
5	E. INVOICING .....	17
6	VII. INDEPENDENT CONTRACTOR:.....	18
7	VIII. MODIFICATION.....	18
8	IX. NON-ASSIGNMENT .....	18
9	X. HOLD HARMLESS .....	19
10	XI. INSURANCE.....	20
11	A. COMMERCIAL GENERAL LIABILITY .....	20
12	B. AUTOMOBILE LIABILITY .....	20
13	C. PROFESSIONAL LIABILITY.....	20
14	D. WORKER'S COMPENSATION.....	20
15	XII. AUDITS AND INSPECTIONS .....	23
16	XIII. NOTICES .....	23
17	XIV. GOVERNING LAW .....	24
18	XV. DISCLOSURE OF SELF-DEALING TRANSACTIONS:.....	24
19	XVI. ENTIRE AGREEMENT .....	25
20	ATTACHMENT A – CONTRACTOR SUPPORT HOURS AND RESPONSE.....	27
21	Exhibit 1 .....	V
22		
23		
24		
25		
26		
27		
28		

## AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of February, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and TriTech Software Systems, whose address is at 9477 Waples Street, Suite 100, San Diego, CA 92121, hereinafter referred to as "CONTRACTOR" OR TRITECH.

## RECITALS

**WHEREAS**, COUNTY purchased a Computer Assisted Dispatch System (CAD) to support automation of the Fresno County Department of Public Health Emergency Medical Services Computer Aided Dispatch System from CONTRACTOR; and

**WHEREAS**, CONTRACTOR provides continuous maintenance and support for CAD; and

**WHEREAS**, CONTRACTOR represents that CAD, without customization or modification, includes all the functionality of the system currently used by the Department of Public Health, well as additional functions; and

**WHEREAS**, COUNTY and CONTRACTOR desire to execute this Agreement for continued maintenance and support of CAD.

**NOW, THEREFORE**, for and in consideration of the premises herein, and for other good and valuable consideration, the parties agree as follows:

## WITNESSETH

## I. DEFINITIONS:

CADS

COUNTY's current Computer Assisted Dispatch System consisting of CONTRACTOR's Licensed Software ("System Software"), System Hardware, and Third-Party Software. For clarification, support to be provided by CONTRACTOR under this Agreement is for CONTRACTOR'S CAD software and does not include support for Third Party Software or products.

1 CAD Workstation

2 A dispatcher station, supervisory station or other computer input station that utilizes the  
3 functionality of the System Software, whether said software resides locally or on a  
4 Server.

5 CAD Server

6 A computer in a local area network that runs administrative software that controls access  
7 to all or part of the network and its resources and makes such resources available to  
8 computers acting as workstations on the network. Such term includes, without limitation,  
9 the Primary Computer System, the Standby Computer System, and the Test Computer  
10 System.

11 Change Control Process:

12 Process used by COUNTY's Information Technology Services Division (ITSD) to inform  
13 staff of new or updated production use systems.

14 County System Hardware:

15 The central processing units owned or leased by COUNTY which are described in this  
16 Agreement on which COUNTY is licensed to use the System Software, any back-up  
17 equipment for such central processing units, and any peripheral hardware such as  
18 terminals, printers, and Personal Computers as described in this Agreement.

19 License:

20 The meaning assigned to the term "License" is as defined in Section II-A of this  
21 Agreement and the rights and obligations it creates under the laws of the United States  
22 of America and the State of California including without limitation, copyright and  
23 intellectual property law.

24 Monies:

25 The terms "Monies", "Charges", "Price", and "Fees" will be considered to be equivalent.

26 Public Records:

1       Public Records includes any writing containing information relating to the conduct of the  
2       public's business prepared, owned, used, or retained by any state or local agency  
3       regardless of physical form or characteristics.

4       Supplier:

5       The terms "Supplier", "Vendor", and "TRITECH" all refer to CONTRACTOR and are  
6       considered to be equivalent throughout this Agreement.

7       System:

8       The System Software and System Documentation, collectively. Reference to the  
9       "System" shall include any component thereof. All modifications and enhancements to  
10      the System shall be deemed to be part of the System as defined herein and shall be  
11      subject to all terms and conditions set forth herein. The System consists of CAD, a  
12      Computer Assisted Dispatch System supporting the Fresno County Department of Public  
13      Health Emergency Medical Services, all interfaces, and third party software required for  
14      the system to function.

15      System Documentation:

16      The documentation relating to the System Software, and all manuals, reports, brochures,  
17      sample runs, specifications and other materials comprising such documentation provided  
18      by CONTRACTOR in connection with the System Software pursuant to this Agreement.

19      System Operation:

20      The general operation of COUNTY's hardware and all software including, but not limited  
21      to, system restarts, configuration and operation of system peripherals (such as printers,  
22      modems, and terminals), installation of new software releases provided by  
23      CONTRACTOR for its CAD software in accordance with this Agreement, and other  
24      related activities as defined in Exhibit A-CONTRACTOR'S SUPPORT HOURS AND  
25      RESPONSE, attached hereto and incorporated herein by reference.

26      System Installation:

27      All software has been delivered, has been physically loaded on a Computer, and  
28      COUNTY has successfully executed program sessions.

1 System Software:

2 That certain computer software described in this Agreement provided by  
3 CONTRACTOR, and all interfaces, coding, tapes, disks, modules and similar materials  
4 comprising such software or on which it is stored. System Software shall not include  
5 operating system software, or any other Third-Party Software.

6 System Update:

7 A revision or additions to the CONTRACTOR'S CAD software licensed to COUNTY.

8 System Updates do not include separately licensed applications or modules.

9 User:

10 The terms "User", "Customer" "Client" and "Licensee" all refer to COUNTY and are  
11 considered to be equivalent throughout this Agreement.

## 12 **II. OBLIGATIONS OF THE CONTRACTOR**

### 13 A. SOFTWARE LICENSE

#### 14 1) GRANT OF LICENSE

15 CONTRACTOR grants to COUNTY and COUNTY accepts a non-exclusive,  
16 non-transferable, perpetual, license to use CAD subject to the terms and conditions  
17 set forth in this Agreement.

#### 18 2) SCOPE OF LICENSE

19 The license granted herein shall consist solely of the non-exclusive, non-  
20 transferable right of COUNTY to operate the System Software in support of  
21 COUNTY's Department of Public Health, Emergency Medical Services.

#### 22 3) OWNERSHIP

23 The parties acknowledge and agree that, as between CONTRACTOR and  
24 COUNTY, title and full ownership of all rights in and to the System Software,  
25 System Documentation, and all other materials provided to COUNTY by  
26 CONTRACTOR under the terms of this Agreement shall remain with  
27 CONTRACTOR. The parties acknowledge and agree that, as between  
28 CONTRACTOR and COUNTY, full ownership of all rights in and to all COUNTY

1 data, whether in magnetic or paper form, including without limitation printed output  
2 from the System, are the exclusive property of COUNTY.

3 **4) POSSESSION, USE AND UPDATE OF SOFTWARE**

4 COUNTY agrees that only COUNTY will use the System Software for its  
5 own internal purposes. CONTRACTOR may, at reasonable times, inspect  
6 COUNTY's premises and equipment to verify that all of the terms and conditions of  
7 this license are being observed. CONTRACTOR may create, from time to time,  
8 updated versions of the System Software and System Documentation and  
9 CONTRACTOR shall make such System Updates available to COUNTY. All  
10 System Updates shall be licensed under the terms of this Agreement. COUNTY  
11 agrees to follow the prescribed instructions for updating System Software and  
12 System Documentation provided to COUNTY by CONTRACTOR. COUNTY must  
13 authorize all System Updates in writing.

14 **5) TRANSFER OF SOFTWARE**

15 COUNTY shall not rent, lease, license, distribute, sell, transfer, or assign  
16 this license, the System Software, or the System Documentation, or any of the  
17 information contained therein other than COUNTY data, to any other person or  
18 entity, whether on a permanent or temporary basis, and any attempt to do so will  
19 constitute a breach of this Agreement. No right or license is granted under this  
20 Agreement for the use or other utilization of the licensed programs, directly or  
21 indirectly, for the benefit of any other person or entity, except as provided in this  
22 Agreement.

23 **6) POSSESSION AND USE OF SOURCE CODE**

24 The license granted to COUNTY is for object code. If applicable, source  
25 code and other material resulting from custom programming by CONTRACTOR  
26 released to COUNTY under this license shall be deemed CONTRACTOR software  
27 subject to all of the terms and conditions of the software license set forth in this  
28 Agreement. The scope of COUNTY's permitted use of the custom source code

1 under this license shall be limited to maintenance and support of the System  
2 Software. For purposes of this Section, the term "maintenance and support" means  
3 correction of System Software errors and preparation of System Software  
4 modifications and enhancements. If COUNTY creates computer code in the  
5 process of enhancing the System Software, that specific new code shall be owned  
6 by COUNTY and may be used by COUNTY's employees, officers, or agents for  
7 COUNTY's own internal business operations. However, if COUNTY's  
8 enhancement results in the creation of a derivative work from the custom source  
9 code or System Software, the copyright to such derivative work shall be owned by  
10 CONTRACTOR and COUNTY's rights to use such derivative work shall be limited  
11 to those granted with respect to the license provisions for the System Software in  
12 this Agreement.

13 7) CONFIDENTIALITY

14 CONTRACTOR'S System Software and System Documentation are the  
15 confidential and trade secret information of CONTRACTOR (CONTRACTOR  
16 Confidential Information). The COUNTY shall protect unauthorized release of  
17 CONTRACTOR Confidential Information with at least the same degree of care  
18 utilized by COUNTY to protect its own confidential information. COUNTY shall  
19 notify CONTRACTOR in the event of any unauthorized release or use of  
20 CONTRACTOR Confidential Information.

21 B. SERVICES TO BE PROVIDED BY CONTRACTOR TO COUNTY

22 CONTRACTOR shall provide to COUNTY CAD System Documentation, which  
23 shall consist of electronic media files. Additional documentation may be provided.  
24 The electronic media files must be printable using PC software normally available at  
25 COUNTY. CONTRACTOR shall provide new System Documentation  
26 corresponding to all new Software Upgrades. COUNTY may print additional copies  
27 of all documentation. All System Documentation shall be used by COUNTY only for  
28

the purposes identified within this Agreement. All copies of System Documentation must contain any and all trademark and copyright notices as the original.

C. SYSTEM MAINTENANCE AND SUPPORT BY CONTRACTOR

System maintenance and support includes System Updates as they are released by CONTRACTOR, including System Updates as required as a result of Regulatory Changes (applicable changes mandated by State law with respect to software applications used by fire, legal, or EMMS agencies for dispatching of emergency vehicles and personnel). CONTRACTOR will support day-to-day operation of the System as stated in Attachment A, as part of Annual System Maintenance and Support under this Agreement as follows:

## 1) REMOTE VIRTUAL PRIVATE NETWORK (VPN) DIAGNOSTICS

Remote VPN Diagnostics Support includes:

- Diagnostic or corrective actions necessary to restore proper CAD operation
- Diagnostic actions which attempt to identify the cause of system problems
- Correction of data file problems
- CAD modifications

CONTRACTOR product specialists will provide VPN diagnostics on CAD. COUNTY will provide any required software, hardware and equipment necessary at COUNTY for CONTRACTOR VPN support.

## 2) TECHNICAL INFORMATION

CONTRACTOR will provide technical information to COUNTY from time to time. Such information may cover areas such as CAD usage, third party software, and other matters considered relevant to COUNTY by CONTRACTOR. Technical information will be provided at the discretion of CONTRACTOR, but will not be unreasonably withheld.

#### D. ADDITIONAL SYSTEM MAINTENANCE SERVICES BY CONTRACTOR

CONTRACTOR may provide additional maintenance services ("Additional

1 Maintenance and Support Services" or "Additional Maintenance Services") at an additional  
2 charge. Such charges shall be at current prices in effect at the time goods or services are  
3 provided. Any Additional Maintenance and Support Services requested by COUNTY and  
4 determined by CONTRACTOR to be billable by CONTRACTOR must be identified as a  
5 chargeable service prior to the service being performed and must be approved in writing in  
6 advance by the COUNTY Contract Administrator. Additional Maintenance Services  
7 include, but are not limited to, the following:

8 1) ADDITIONAL TRAINING

9 Additional Training at a County facility is available upon request by  
10 COUNTY under the terms of this Agreement for multiple modules.

11 2) DATA AND SYSTEM CORRECTIONS

12 Data and System Corrections include any corrective actions accomplished  
13 by CONTRACTOR on-site or via VPN which are necessary due to COUNTY errors  
14 or unauthorized source code or data access by COUNTY. Unauthorized access to  
15 the data is defined as any COUNTY editing of data through other than normal  
16 system usage as defined in System Documentation. Unauthorized access to  
17 source code is defined as any COUNTY access whatsoever to system source code.  
18 Services provided by CONTRACTOR are not billable when they result from errors  
19 caused by CAD or instruction provided by CONTRACTOR.

20 3) CUSTOMER SITE VISITS

21 Site visits to COUNTY sites, as may be requested in writing by COUNTY,  
22 are available for reasons such as, but not limited to, (1) additional system training  
23 on hardware or software usage; (2) resolution of system difficulties not resulting  
24 from actions by, or otherwise the responsibility of CONTRACTOR (as determined  
25 by mutual agreement between CONTRACTOR and COUNTY); (3) installation of  
26 Software Releases; and (4) assistance in equipment maintenance, movement or  
27 diagnosis.

1           4) CUSTOM PROGRAMMING

2           Requests for supplemental programming or customization of system  
3           features are available to COUNTY subject to review and approval of  
4           CONTRACTOR. Such requests must be made in writing to CONTRACTOR in  
5           advance by the COUNTY Contract Administrator.

6           5) ADDITIONAL SUPPORT FEES

7           If any of the following circumstances exist, CONTRACTOR shall be entitled to  
8           charge additional Software Support fees plus expenses at its then current rates:

- 10           i. Problems in the TriTech Software are caused by modification of the System  
11           Software, by COUNTY or a third party.
- 12           ii. Problems in the System Software are caused by the System Software not  
13           being used in accordance with the System Documentation, or other  
14           instructions provided by CONTRACTOR, or by misuse or neglect.
- 15           iii. Problems in the System Software are caused by software not provided by  
16           CONTRACTOR, not approved by TriTech in writing or not specified as  
17           compatible in the TriTech Documentation.
- 18           iv. Problems in the System Software are caused by equipment which does not  
19           meet the configuration requirements specified in the System Documentation,  
20           by failure of COUNTY to provide and maintain the site and facility  
21           requirements described in the System Documentation, or by the use of  
22           equipment that does not meet CONTRACTOR'S minimum recommended  
23           specifications.
- 24           v. Problems in the System Software are caused by one or more computer  
25           viruses that have not been introduced into COUNTY'S system by  
26           CONTRACTOR. COUNTY shall maintain up to date virus checking software  
27           and shall check all software received from CONTRACTOR or any other  
28           person or entity for viruses before introducing that software into any part of

the CAD System. If desired by COUNTY, CONTRACTOR will provide System Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CONTRACTOR, CONTRACTOR will provide a virus-free copy of the CONTRACTOR Software, and will, at its expense, reload said software (but not COUNTY'S data) on COUNTY'S computer equipment. COUNTY shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the CAD system.

- vi. Problems in the System Software are caused by Third Party Software, including but not limited to operating system software.
- vii. Problems in the System Software are caused by equipment or software provided by COUNTY or third parties with which the System, Software interfaces or operates, including but not limited to problems caused by changes in such third party equipment or software.

## 6) WIRELESS SERVICES

- i. Problems in the System Software or transmission of data caused by wireless services are not warranted by CONTRACTOR, or covered under the terms of this Agreement. COUNTY'S use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at COUNTY'S sole risk.

7) LOCAL, STATE, OR FEDERAL CERTIFICATIONS AND ACCESS

- i. COUNTY is responsible for maintaining the required certifications for access to COUNTY'S state and/or other local, federal and/or other applicable systems.

## E. SYSTEM UPDATES AND NEW PRODUCTS

## 1) SYSTEM UPDATES

From time to time CONTRACTOR will develop and provide System Updates to COUNTY for the COUNTY'S licensed CONTRACTOR software.

1 System Updates shall be subject to the terms and conditions of this Agreement,  
2 shall be deemed licensed System Software hereunder, and will be made available  
3 to COUNTY at no additional charge to COUNTY. System Updates will be made  
4 available to COUNTY at the discretion of CONTRACTOR but will not be  
5 unreasonably withheld.

6 2) NEW PRODUCTS

7 CONTRACTOR may from time to time release new software with  
8 capabilities substantially different from or greater than the System Software ("New  
9 Products") and which therefore do not constitute System Updates. These New  
10 Products will be made available to COUNTY at a cost not to exceed  
11 CONTRACTOR's then standard rates for customers similarly situated.

12 F. OPERATING SYSTEM UPDATES

13 CONTRACTOR will provide notice to COUNTY regarding operating system software  
14 updates required to remain current with System Updates. COUNTY is responsible for  
15 providing such operating system updates. For issues involving Windows operating system  
16 (O/S) software (Microsoft) that generally affects the operation of the CONTRACTOR  
17 Software and is not caused by a COUNTY specific installation or configuration of the O/S,  
18 CONTRACTOR will work with Microsoft to coordinate the resolution. Notwithstanding the  
19 above, CONTRACTOR is not and shall not be a party to any third party maintenance  
20 agreements nor shall CONTRACTOR have any obligation or liability thereunder.

21 G. ANTI-VIRUS MANAGEMENT

22 COUNTY will actively run anti-virus management, where appropriate, on all application  
23 servers and PCs. Virus protection will be in accordance with CONTRACTOR'S System  
24 Planning Document, available on-line at CONTRACTOR's website, and incorporated  
25 herein by reference.

26 H. ADHERE TO CHANGE CONTROL PROCESS

27 CONTRACTOR must adhere to COUNTY's Change Control Process. COUNTY  
28 employs a procedure to implement updates, upgrades, and version releases to a system

1 that is in production use. This forum allows ITSD to inform staff (Help Desk, Network,  
2 Server, Database, Security, and Analysts) of upcoming changes to a production system.  
3 CONTRACTOR must inform ITSD a minimum of 1 week prior to any planned, non-  
4 emergency changes so that the Change Control Process may be followed.

5 **III. OBLIGATIONS OF THE COUNTY**

6 A. **COUNTY CONTRACT ADMINISTRATOR**

7 COUNTY appoints the Chief Information Officer (CIO), Information Technology  
8 Services Department (ITSD), or his designee as COUNTY's Contract Administrator with  
9 full authority to deal with CONTRACTOR in all matters concerning this Agreement.

10 B. **SAFEGUARDING SYSTEM SOFTWARE**

11 COUNTY will follow its present practices to safeguard System Software delivered to  
12 COUNTY by CONTRACTOR. A copy of COUNTY's "Information Technology (IT)  
13 Standards and Preferences" will be made available upon request.

14 C. **BACKUP AND RECOVERY MANAGEMENT**

15 COUNTY utilizes a backup and recovery system written and maintained by Commvault  
16 Systems. This application requires a backup agent to run on the server.

17 COUNTY will provide CONTRACTOR with an account with appropriate administrative  
18 rights to administer the application. The account password is expected to periodically  
19 expire.

20 In order for the application to run on COUNTY supported servers, the application must  
21 not require the users to have administrative rights on the servers.

22 D. **FACILITIES MAINTENANCE**

23 COUNTY will at its own expense provide and maintain all necessary labor and  
24 materials for site preparation, electrical services, and cabling required for System  
25 operation. COUNTY shall receive the System Software and will follow instructions  
26 provided by CONTRACTOR to load it on COUNTY's System Hardware to prepare the  
27 System for processing and maintain the site in accordance with CONTRACTOR'S  
28 recommended requirements.

1       E. SYSTEM HARDWARE AND SYSTEM SOFTWARE

2       COUNTY will at its own expense provide and properly maintain and update on an on-  
3       going basis all necessary COUNTY system software and County system hardware  
4       required to operate CAD. Said COUNTY system software and County system hardware  
5       shall meet or exceed CONTRACTOR's recommendations which are set forth in  
6       CONTRACTOR'S System Planning Document which may be updated as CONTRACTOR  
7       releases updates and upgrades to its System Software.

8       F. COUNTY CAD MANAGER

9       Upon execution of this Agreement, COUNTY's Contract Administrator shall designate  
10      one individual from ITSD who will function as the central point of contact (CAD Manager)  
11      with responsibility for day-to-day management of the CAD. The CAD Manager and  
12      COUNTY personnel shall have the necessary and appropriate training and experience to  
13      implement the terms of this Agreement. COUNTY acknowledges CONTRACTOR'S  
14      reliance on same.

15      G. ADDITIONAL THIRD PARTY SOFTWARE

16      If, at any time during the term of this Agreement, COUNTY desires to load any  
17      software not provided by CONTRACTOR on a CAD Workstation or Server, it shall, before  
18      loading such software, follow the instructions in CONTRACTOR'S then current System  
19      Planning Document, and contact CONTRACTOR's Technical Services Department for  
20      assistance as applicable. Such action shall not constitute approval, express or implied,  
21      for loading such software on a CAD Server. In the event that the loading of such software  
22      degrades the performance of the CAD System, COUNTY shall immediately uninstall such  
23      software, and COUNTY shall absolve, discharge and release CONTRACTOR from any  
24      obligations or liabilities related to operation or performance of the CAD System, the  
25      CONTRACTOR Software, or any other item provided by CONTRACTOR under this  
26      Agreement, including but not limited to any liabilities for damages related thereto.

1      **IV. TERM**

2      This Agreement shall become effective on the date first written hereinabove and shall be  
3      effective for a term of three (3) years, with the option for two (2), one (1) year extensions  
4      upon written authorization provided by the Director of Public Health or his designee and  
5      payment of Annual Maintenance Fees.

6      **V. TERMINATION**

7      A. NON-ALLOCATION OF FUNDS

8      The terms of this Agreement, and the services to be provided thereunder, are  
9      contingent on the approval of funds by the appropriating government agency. Should  
10     sufficient funds not be allocated, the services provided may be modified, or this Agreement  
11     terminated, at any time by giving the CONTRACTOR thirty (30) days advance written  
12     notice.

13     B. BREACH OF CONTRACT-

14     The COUNTY may suspend or terminate this Agreement in whole or in part, following thirty (30) days  
15     prior written notice to CONTRACTOR where in the determination of the COUNTY there is:

16        1)      A failure to comply with any material term of this Agreement;  
17        2)      A substantially incorrect or incomplete report submitted to the COUNTY;  
18        3)      Failure to provide the services in accordance with this Agreement;

19        and such failure or breach has not been cured within said thirty (30) day period.

20        In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
21        breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.  
22        Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to  
23        the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR a prorated  
24        refund of the fees disbursed to the CONTRACTOR under this Agreement for the term in which the  
25        Agreement is terminated, which in the judgment of the COUNTY were not expended in accordance  
26        with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon  
27        demand.

28     C. WITHOUT CAUSE

1           Under circumstances other than those set forth above, this Agreement may be  
2 terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
3 intention to terminate to CONTRACTOR.

4           D.    TERMINATION BY CONTRACTOR

5           This Agreement may be terminated by CONTRACTOR following thirty (30) days  
6 prior written notice to COUNTY that COUNTY is in material breach of any of the terms or  
7 conditions of this Agreement; provided that such breach or default has not been cured by  
8 COUNTY with said thirty (30) day period.

9           **VI. COMPENSATION/INVOICING**

10          COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
11 compensation as follows:

12          A.    ANNUAL MAINTENANCE AND SUPPORT FEES:

13          Base Annual Maintenance and Support fees for this Agreement shall not exceed  
14 \$201,566.00 and will cover the following products:

Product Name	# of Licenses	Support Term 3/25/19 - 3/24/20
VisiCAD Server Software	1	5,258.99
VisiCAD Back-up Server Software	1	2,461.66
Workstation Software	11	36,432.52
Alphanumeric Paging Interface Software	1	1,007.04
911 Interface Software	1	1,398.67
AVL Interface Software	1	1,007.04
MST Interface Software	1	1,398.67
Time Synch Interface Software	1	783.25

Product Name	# of Licenses	Support Term 3/25/19 - 3/24/20
VisiCAD Ambulance Full-User License	3	10,070.41
VisiCAD Ambulance Training-User License	1	2,237.87
VisiCAD Off-Line Training/Testing Server License	1	1,118.93
Net Clock Configuration	1	111.89
Message Switch Manager	1	1,118.93
GIS Edit Utility License	2	2,685.44
Pro Q/A Integration Module License	16	1,365.10

1	VisiCAD Archive License	1	4,850.79
2	Custom RMS Incident Transfer Interface License	1	4,850.79
3	Dispatcher/Call Taker SW LIC - Multi	2	4,850.79
4	Multi-Agency Upgrade Server license	1	2,425.39
5	ProQ/A Integration User License	12	727.62
6	Quickest Path Unit Recommendation Module	1	3,638.09
7	VisiCAD Dispatcher Rules Module	1	606.35
8	VisiCAD SOP Module	1	1,819.05
9	VisiNet Browser Site License	1	6,063.48
10	VisiNet Mobile Applications Server License	45	12,125.76
11	VisiNet Mobile Client license	45	7,585.42
12	VisiNet mobile Mapping Client License	45	4,529.42
13	VisiNet Mobile Message Switch License	1	6,063.48
14	Geofile Cross Reference Module	1	606.35
15	Dispatcher Call Taker SWL	6	16,036.81
16	VisiNet Mobile Client License	20	2,672.80
17	VisiNet Mobile Mapping Client License	20	1,603.68
18	VisiCAD Raptor API License	1	668.20
19	GIS Link for Response Area Polygons Import	1	1,336.40
20	Unit Swap Module	1	668.20
21	Standard CAD to External System Incident Data Transfer Interface License (Tiburon)	1	4,009.20
22	Snapshot Module (included in CAD)	1	0.00
23	Event Playback Module (included in CAD)	1	0.00
24	Standard CAD to External System Incident Data Transfer Interface License (BioKEy)	1	3,715.03
25	VisiNet Mobile Client License with AVL	5	990.67
26	Standard CAD to CAD Interface License	1	7,430.06
27	Standard Advanced cad to cad interface upgrade	1	4,953.37
28	Inform Mobile Base position	20	3,962.70
29	Inform CAD Position	6	14,538.51
30	Inform CAD API - Customer	1	1,169.17
31	Inform CAD to Zetron AcomNOVUS Interface	1	5,610.00
32	Inform Mobile Mapping Upgrade v5.6/5.7 - Mobile Mapping Support Fees	25	625.00
33	Inform Mobile Mapping Upgrade v5.6/5.7 - Mobile Mapping Support Fees	65	1,625.00
34	CAD Mapping Support Fees		752.00
35			
36			<b>201,566.00</b>

The purchase of additional CONTRACTOR software licenses will result in an increase in the amount of Annual Maintenance and Support fees set forth above.

**B. FEE CHANGES**

CONTRACTOR may increase Annual Maintenance and Support fees upon thirty (30) days' advance written notice to COUNTY provided that CONTRACTOR shall not increase such fees more than once in any one year period, and provided further that each increase

1 will not exceed the previous fees by the lesser of three percent (3%) per year or (ii) the  
2 cumulative percentage increase in the Consumer Price Index (CPI), All Urban Consumers  
3 for the U.S., during the previous year. In the event of a negative CPI, there will be no  
4 increase in support fees for the subsequent annual term.

5 C. **ADDITIONAL LICENSES/SERVICES FEES:**

6 **Quotations for additional services not listed below must be requested from CONTRACTOR.**

7 1. On-site System training/day	\$1,600.00
8 2. Billable Support or Programming/hour	\$175.00
9 3. Additional Workstation License	\$10,000.00
10 4. Additional Annual Maintenance for Workstation License	\$2,200.00

11 Additional Licenses/Services Fees shall only be paid to CONTRACTOR if any such  
12 licenses are provided or services are performed by CONTRACTOR upon COUNTY's  
13 written request and acceptance of CONTRACTOR'S quotation. In no event shall  
14 Additional Licenses/Services Fees exceed \$150,000 per year for each one year period of  
15 this Agreement.

16 D. **TOTAL CONTRACT AMOUNT**

17 In no event shall services performed under this Agreement be in excess of One Million  
18 Eight Hundred Twenty Thousand One Hundred Forty and 00/100 Dollars (\$1,820,140.00)  
19 during the entire potential five year term of this Agreement.

20 It is understood that all expenses incidental to CONTRACTOR'S performance of  
21 services under this Agreement shall be borne by CONTRACTOR, excluding travel  
22 expenses to COUNTY'S location to correct software errors that are not caused by  
23 CONTRACTOR'S software. Such expenses, including CONTRACTOR'S labor, shall be  
24 invoiced to COUNTY as additional services fees in accordance with Section VI.-C  
25 hereinabove.

26 E. **INVOICING**

27 CONTRACTOR shall submit invoices, either electronically or via mail, to the County of  
28 Fresno ITSD, Accounts Payable, 333 W. Pontiac Way, Clovis, CA 93612 or Accounts

1 Payable (ITSDBusinessOffice@FresnoCountyCA.gov ). COUNTY will pay  
2 CONTRACTOR within forty-five (45) days of receipt of a proper invoice, by mail addressed  
3 to CONTRACTOR's remittance address at P. O. Box 671392, Dallas, TX 75267-1392.

4 **VII. INDEPENDENT CONTRACTOR:**

5 In performance of the work, duties and obligations assumed by CONTRACTOR under this  
6 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of  
7 the CONTRACTOR'S officers, agents, and employees will at all times be acting and  
8 performing as an independent contractor, and shall act in an independent capacity and not as  
9 an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
10 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or  
11 method by which CONTRACTOR shall perform its work and function. However, COUNTY shall  
12 retain the right to administer this Agreement so as to verify that CONTRACTOR is performing  
13 its obligations in accordance with the terms and conditions thereof.

14 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
15 rules and regulations, if any, of governmental authorities having jurisdiction over matters the  
16 subject thereof.

17 Because of its status as an independent contractor, CONTRACTOR shall have absolutely  
18 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR  
19 shall be solely liable and responsible for providing to, or on behalf of, its employees all  
20 legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and  
21 save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,  
22 including compliance with Social Security withholding and all other regulations governing such  
23 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be  
24 providing services to others unrelated to the COUNTY or to this Agreement.

25 **VIII. MODIFICATION**

26 Any matters of this Agreement may be modified from time to time by the written consent  
27 of all the parties without, in any way, affecting the remainder.

28 **IX. NON-ASSIGNMENT**

1        Neither party shall assign, transfer or sub-contract this Agreement nor their rights or  
2        duties under this Agreement without the prior written consent of the other party.

3        **X. HOLD HARMLESS**

4        CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
5        defend the COUNTY, its officers, agents, and employees from any and all costs and expenses,  
6        damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with  
7        the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees  
8        under this Agreement, and from any and all costs and expenses, damages, liabilities, claims,  
9        and losses occurring or resulting to any person, firm, or corporation who may be injured or  
10        damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or  
11        employees under this Agreement.

12        Notwithstanding the foregoing, the total liability of CONTRACTOR for any claim or  
13        damage arising from or otherwise related to this Agreement, whether in contract, tort or by way  
14        of indemnification, shall be limited to direct damages which shall not exceed (i) the support fees  
15        paid during the twelve (12) month period in which the claim arises, or (ii) in the case of bodily  
16        injury or property damage for which defense and indemnity coverage is provided by  
17        CONTRACTOR'S insurance carrier, the coverage limits of such insurance.

18        Except for actions for copyright, trade secret, or trademark infringement, no arbitration,  
19        action or proceeding arising out of any claimed breach of this Agreement or transaction may  
20        be brought by either party more than four (4) years after the cause of action has been  
21        discovered.

22        IN NO EVENT SHALL CONTRACTOR OR ITS SUBCONTRACTORS OR SUPPLIERS  
23        BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS,  
24        LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR  
25        INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS  
26        AGREEMENT, REGARDLESS OF WHETHER CONTRACTOR HAS NOTICE OF THE  
27        POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

1

2 **XI. INSURANCE**

3 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any  
4 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the  
5 following insurance policies or a program of self-insurance, including but not limited to, an  
6 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the  
7 Agreement:

8 A. COMMERCIAL GENERAL LIABILITY

9 Commercial General Liability Insurance with limits of not less than One Million Dollars  
10 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).  
11 This policy shall be issued on a per occurrence basis. COUNTY may require specific  
12 coverages including completed operations, products liability, contractual liability,  
13 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
14 necessary because of the nature of this contract.

15 B. AUTOMOBILE LIABILITY

16 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less  
17 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred  
18 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than  
19 Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five  
20 Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-  
21 owned vehicles used in connection with this Agreement.

22 C. PROFESSIONAL LIABILITY

23 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
24 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than  
25 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)  
26 annual aggregate.

27 D. WORKER'S COMPENSATION

28 A policy of Worker's Compensation insurance as may be required by the California

1 Labor Code.

2 **E. TECHNOLOGY PROFESSIONAL LIABILITY (Errors and Omissions)**

3 Technology professional liability (errors and omissions) insurance with limits of not less  
4 than Two Million Dollars (\$2,000,000.00) per occurrence. Coverage shall encompass all of  
5 the CONTRACTOR's duties and obligations that are the subject of this Agreement.

6 Coverage shall include, but not be limited to, any and all claims, damages, costs, fees,  
7 regulatory fines and penalties, or forms of legal action involving Cyber Risks.

8 **F. CYBER LIABILITY**

9 CONTRACTOR shall obtain cyber liability insurance with limits of not less than Two  
10 Million Dollars (\$2,000,000) per occurrence. Coverage shall include, but not be limited to,  
11 claims involving Cyber Risks. The cyber liability policy shall be endorsed to cover the full  
12 replacement value of damage to, alteration of, loss of, or destruction of intangible property  
13 (including but not limited to information or data) that is in the care, custody, or control of  
14 the CONTRACTOR.

15 Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security  
16 Breaches, which may include Disclosure, whether intentional or unintentional, of  
17 Information to an Unauthorized Third Party; (ii) breach of any of the Contractor's  
18 obligations under this Agreement; (iii) infringement of intellectual property including, but  
19 not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of  
20 privacy, including release of private information; (v) information theft by any person or  
21 entity, whatsoever; (vi) damage to or destruction or alteration of electronic information; (vii)  
22 extortion related to CONTRACTOR'S obligations under this Agreement regarding  
23 electronic information, including Information provided by County; (viii) network security; (ix)  
24 data breach response costs, including Security Breach response costs; (x) regulatory fines  
25 and penalties related to CONTRACTOR'S obligations under this Agreement regarding  
26 electronic information, including Personal Information; and (xi) credit monitoring expenses.

27 **G. Additional Requirements Relating To Insurance**

28 CONTRACTOR shall obtain endorsements to the Commercial General Liability

1 insurance naming the County of Fresno, its officers, agents, and employees, individually  
2 and collectively, as additional insured, but only insofar as the operations under this  
3 Agreement are concerned. Such coverage for additional insured shall apply as primary  
4 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
5 agents and employees shall be excess only and not contributing with insurance provided  
6 under CONTRACTOR's policies herein. This insurance shall not be cancelled without a  
7 minimum of thirty (30) days advance written notice given to COUNTY.

8 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
9 employees any amounts paid by the policy of worker's compensation insurance required by this  
10 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may  
11 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation  
12 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

14 Within Thirty (30) days from the date CONTRACTOR executes this Agreement,  
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above  
16 for all of the foregoing policies, as required herein, to the County of Fresno, (Robert Bash,  
17 Chief Information Officer, 2048 N Fine Street, Fresno CA 93722 or his designee), stating  
18 that such insurance coverages have been obtained and are in full force; that the County of  
19 Fresno, its officers, agents and employees will not be responsible for any premiums on the  
20 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right  
21 to recover from the COUNTY, its officers, agents, and employees any amounts paid under the  
22 insurance policy and that waiver does not invalidate the insurance policy; that such Commercial  
23 General Liability insurance names the County of Fresno, its officers, agents and  
24 employees, individually and collectively, as additional insured, but only insofar as the  
25 operations under this Agreement are concerned; that such coverage for additional insured  
26 shall apply as primary insurance and any other insurance, or self-insurance, maintained by  
27 COUNTY, its officers, agents and employees, shall be excess only and not contributing  
28 with insurance provided under CONTRACTOR's policies herein; and that this insurance

1 shall not be cancelled or changed without a minimum of thirty (30) days advance, written  
2 notice given to COUNTY.

3 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
4 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or  
5 terminate this Agreement upon the occurrence of such event.

6 All policies shall be with insurers authorized to do business in the State of California.  
7 Insurance purchased shall be purchased from companies possessing a current A.M. Best,  
8 Inc. rating of A FSC VII or better.

9

10 **XII. AUDITS AND INSPECTIONS**

11 CONTRACTOR shall at any time during CONTRACTOR'S normal business hours, and  
12 upon prior written notice, as often as the COUNTY may deem necessary, make available to the  
13 COUNTY for examination all of its records and data with respect to the matters covered by this  
14 Agreement. CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit  
15 and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance  
16 with the terms of this Agreement. Any such examinations or audits shall be at the COUNTY'S  
17 expense.

18 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be  
19 subject to the examination and audit of the Auditor General for a period of three (3) years after  
20 final payment under contract (Government Code Section 8546.7).

21

22 **XIII. NOTICES**

23 A) AUTHORITY TO GIVE AND RECEIVE NOTICES

24 The persons and their addresses having authority to give and receive notices under this  
25 Agreement include the following:

26 COUNTY OF FRESNO  
27 Robert Bash  
28 Chief Information Officer  
333 W. Pontiac Way

CONTRACTOR  
TriTech Software Corporation  
9477 Waples Street, Suite 100

1 Clovis, CA 93612

San Diego, CA 92121

2 Any and all notices between the COUNTY and the CONTRACTOR provided for or  
3 permitted under this Agreement or by law shall be in writing and shall be deemed duly served  
4 when personally delivered to one of the parties, or in lieu of such personal services, when  
5 deposited in the United States Mail, postage prepaid, addressed to such party.

6 B) PRIMARY ESCALATION CONTACT INFORMATION

7 The persons and their contact information that the COUNTY or CONTRACTOR can use to escalate  
8 problems or situations are as follows:

9 (1)

10 COUNTY

11 Contact #1  
12 Applications Information Technology Manager  
13 Office Phone: (559) 600-5800  
14 Email: ITSD@co.fresno.ca.us

CONTRACTOR

Name: Kelly Wachal  
Title: Director, Customer Services  
Phone: (563) 387-4839  
Email: kelly.wachal@centsquare.com

15 (2)

COUNTY

Contact #2:  
Mark Zack  
Information Technology Division Manager  
Office Phone: (559) 600-5800  
Email: mzack@FresnoCountyCA.gov

CONTRACTOR

Name: Ellen Manning  
Title: Director of Technical Support  
Phone: (563) 387-4827  
Email: ellen.manning@centsquare.com

21 **XIV. GOVERNING LAW**

22 Venue for any action arising out of or related to this Agreement shall only be in Fresno  
23 County, California.

24 The rights and obligations of the parties and all interpretation and performance of this  
25 Agreement shall be governed in all respects by the laws of the State of California.

27 **XV. DISCLOSURE OF SELF-DEALING TRANSACTIONS:**

28 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-

1 profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR  
2 changes its status to operate as a corporation.

3 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
4 transactions that they are a party to while CONTRACTOR is providing goods or performing  
5 services under this agreement. A self-dealing transaction shall mean a transaction to which the  
6 CONTRACTOR is a party and in which one or more of its directors has a material financial  
7 interest. Members of the Board of Directors shall disclose any self-dealing transactions that they  
8 are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit B)  
9 and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
10 immediately thereafter.

11

12 **XVI. SEVERABILITY**

13 The provisions of this Agreement are severable. The invalidity or unenforceability of any  
14 one provision in the Agreement shall not affect the other provisions.

15

16 **XVII. ENTIRE AGREEMENT**

17 This Agreement constitutes the entire agreement between the CONTRACTOR and  
18 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement  
19 negotiations, proposals, commitments, writings, advertisements, publications, and  
20 understandings of any nature whatsoever unless expressly included in this Agreement.

21

22

23

24

25

26

27

28

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**CONTRACTOR**

## COUNTY OF FRESNO

(Authorized Signature)

**Nathan Magsig, Chairperson of the Board of Supervisors of the County of Fresno**

Roxanne Lerner, Director of Contracts

**Print Name & Title**

**Mailing Address**

TriTech Software Systems  
9477 Waples Street, Suite 100  
San Diego, CA 92121

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

FOR ACCOUNTING USE ONLY:

By: Lise Cuyk  
Deputy

ORG No.: 56201500  
Account No.: 7309  
Requisition No.:

## **EXHIBIT A – CONTRACTOR SUPPORT HOURS AND RESPONSE**

### **SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES**

- (1) All TriTech Software Errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.
- (2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech.

**Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.**

**Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through TriTech's Support website via the Customer Service portal on TriTech's website.**

- (3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding TriTech holidays.
- (4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the TriTech operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.
- (5) Following Normal Customer Service Hours, the call will be automatically routed to TriTech's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.
- (6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@tritech.com.
- (7) TriTech has approved Bomgar as the sole primary form of support connectivity for TriTech's software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The Client has access to log information through the TriTech

support ticket management system Client portal on TriTech's website. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

- a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the TriTech Documentation.

**(9) Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the TriTech Software as further defined in this Agreement. Causes related to non-covered causes - such as hardware, network, and Third Party Items - are not included in this priority matrix and are outside the scope of this Agreement.

1 **Inform CAD, Mobile, Browser, Interface, and GIS Link Response Matrix**

2

3 <b>Priority</b>	4 <b>Issue Definition</b>	5 <b>Response Time</b>
6 <b>Priority 1 –</b> 7 <b>Critical Priority</b>	8 24x7 Support for live operations on the 9 production system: A system down event 10 which severely impacts the ability of Users to 11 dispatch emergency units. This is defined as 12 the following: 13 <ul style="list-style-type: none"> <li>14 Inform CAD, Inform Mobile, or Interfaces 15 are down as further defined in the 16 Special Note #1 below.</li> <li>17 Critical servers inoperative, as listed in 18 Special Note #1.</li> <li>19 Complete interruption of call taking 20 and/or dispatch operations</li> <li>21 Loss of transactional data &amp; transactional 22 data corruption</li> </ul> 23 This means one or more critical server 24 components are non-functional disabling 25 Inform CAD or Inform Mobile workstations. 26 These Software Errors are defined in <i>Special 27 Note #1</i> , below.	28 Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.  After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.  Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.
29 <b>Priority 2 –</b> 30 <b>Urgent Priority</b>	31 24x7 Support for live operations on the 32 production system: A serious Software Error 33 with no workaround not meeting the criteria of 34 a Critical Priority, but which severely impacts 35 the ability of Users to enter incoming calls for 36 service and/or dispatch emergency units. 37 Such errors will be consistent and 38 reproducible.  39 A significant number of the Inform CAD or 40 Inform Mobile workstations are negatively 41 impacted by this error (e.g., does not apply to 42 a minimal set of Inform CAD or Inform mobile 43 workstations). These Software Errors are 44 defined in more detail in Special Note #2, 45 below.	46 Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.  After Normal Customer Service Hours: One (1) hour callback after client telephone contact to 800. 987.0911.  Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.
47 <b>Priority 3 -</b> 48 <b>High Priority</b>	49 Normal Customer Service Hours Support: A 50 Software Error not meeting the criteria of a 51 Critical or Urgent Priority, has a workaround 52 available, but which does negatively impact 53 the User from entering incoming calls for 54 service and/or dispatching emergency units. 55 Such errors will be consistent and 56 reproducible.  57 A significant number of Inform CAD or Inform 58 Mobile workstations are negatively impacted 59 by this error (e.g., does not apply to a minimal 60 set of workstations).	61 Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.  High Priority issues may also be reported via <a href="mailto:support@tritech.com">support@tritech.com</a> .  High Priority Issues are not managed after Normal Customer Service Hours.

Priority	Issue Definition	Response Time
<b>Priority 4 – Medium Priority</b>	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.  Medium Priority issues may also be reported via <a href="mailto:support@tritech.com">support@tritech.com</a> .  Medium Priority issues are not managed after Normal Customer Service Hours.
<b>Priority 5 – Low Priority</b>	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.  Low Priority issues may also be reported via <a href="mailto:support@tritech.com">support@tritech.com</a> .  Low Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Critical Priority</b>	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.  TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.
<b>Priority 2 – Urgent Priority</b>	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system.  TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
<b>Priority 3 - High Priority</b>	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.

Priority	Resolution Process	Resolution Time
<b>Priority 4 – Medium Priority</b>	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
<b>Priority 5 – Low Priority</b>	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
  - a. Users are unable to enter new requests for service via the emergency or scheduled call taking screen.
  - b. All users are unable to verify an address from within the emergency or scheduled call taking screen.
  - c. The Inform CAD System is down and all workstations will not launch or function.
  - d. The Inform CAD System is inoperable due to transactional data corruption caused by TriTech Software.
  - e. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
  - f. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile:
  - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
  - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
  - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
  - a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
  - a. Inform CAD users are severely impacted due to one of the following conditions:
    - i. A significant number of users (50% or more) are unable to verify an address from within the emergency or scheduled call-taking screen.
    - ii. The inability to view/edit premise or caution note information.
    - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
    - iv. The system does not perform unit recommendations.
    - v. Inability to assign a unit to an incident.
    - vi. Inability to change a unit's status.
    - vii. Inability to close an incident.
    - viii. Inability to view incident information needed to dispatch an incident.
    - ix. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
2. Inform Mobile:
  - a. Inform Mobile users are severely impacted due to one of the following conditions:
    - i. Inability to receive new requests for service from Inform CAD (using all available methods).
    - ii. Inability to view incident information needed to dispatch an incident (using all available methods).
    - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
    - iv. Inability to enter a traffic stop or on-view incident.

- v. The inability to view premise or caution note information.
- vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.

### 3. Inform CAD/Mobile Interfaces:

- a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
- b. An Inform CAD Paging Interface is down.
- c. An interface used for personnel rostering is down.
- d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
- e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
- f. An ANI/ALI interface repeatedly fails to process information into an incident.
- g. An interface to an external rostering system used to logon units is down.
- h. An AVL interface fails to process updates for over 50% of units.
- i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
- j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

#### 4. Inform Browser and GISLink:

a. There are no Urgent Priority (Priority 2) issues for these products.

#### Additional Information:

- A. Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover it is inoperable for more than one (1) business day, TriTech will work to resolve the problem according to the Priority 2 response and resolution criteria included above.
- B. Modifications to installed TriTech CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs will be provided in a subsequent update.

## Exhibit B

## **SELF-DEALING TRANSACTION DISCLOSURE FORM**

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest”*

The definition above will be utilized for purposes of completing this disclosure form.

## INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
Name:		Date:	
Job Title:			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
Signature:		Date:	