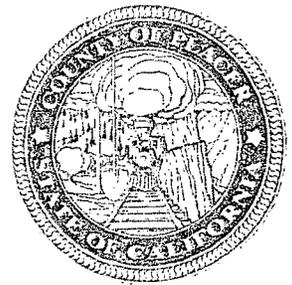




PLACER COUNTY
SHERIFF
CORONER-MARSHAL



MAIN OFFICE
2929 RICHARDSON DR.
AUBURN, CA 95603
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION
DRAWER 1710
TAHOE CITY, CA 96145
PH: (530) 581-6300 FAX: (530) 681-6377

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall 
Date: October 19, 2010
Subject: Agreements between Placer County Sheriff-Coroner-Marshall, L. R. Hines Consulting and Auburn Police Department

Action Requested

Your Board is requested to approve the agreements between the Placer County Sheriff-Coroner-Marshall (PCSO), L. R. Hines Consulting and Auburn Police Department (APD); and to authorize the Sheriff to execute any related documents. These agreements are related to document management software, components and related support. The agreement between the Placer County Sheriff's Office and APD is for associated Technical Support. The contract period is from November 1, 2010 to October 31, 2011 in the amount of \$67,983 for L.R. Hines. The agreement with APD will offset costs associated the L.R. Hines agreement. There is no impact to the General Fund.

Background

PCSO along with APD, has managed crime reports and supporting documents using a manual paper driven process. This process produces the need for large physical storage and manual retrieval, logging and printing of requested information for both internal and external consumers of the information. By moving to an electronic document repository the need for this manual process goes away including time and physical storage needs. This increases efficiency and effectiveness saving much needed time during budget constraints and staffing shortages.

The document management software, scanner and components to be purchased and installed were determined as a result of Placer County Request for Proposals number 9613, which established a countywide standard for these systems. The implementation of document imaging will facilitate the protection or personally identifiable information by providing an electronic alternative with auditing capabilities. This new system will also reduce the number of trips from the Auburn area to South Placer for the delivery of incident reports including supplemental information by allowing the District Attorney's Office access to crime reports electronically.

The agreement between APD and PCSO enhances both agencies ability to effectively implement technology software at a cost effective rate that will benefit both agencies. Your Board's approval of these agreements is required.

Fiscal Impact

The contract amount of \$67,983 will be paid with DHS grant funding. The estimated annual cost for maintenance of \$8,334 will be shared with APD. APD will pay an estimated \$3,500 for support services. There is no additional impact to the General Fund.

MEMORANDUM OF UNDERSTANDING

Auburn Police Department
Placer County Sheriff's Office

COPY

For

Auburn Police Department's Technology Support

This Memorandum of Understanding (MOU) is entered into between the Auburn Police Department (APD) and the Placer County Sheriff's Office to provide technical support for specific public safety-related software applications, effective on the date signed. The software maintenance and vendor support costs are not included in this document as they are based on a separate mutually agreed upon cost sharing model per the system.

1. PURPOSE

This Memorandum of Understanding is to define:

- The specific support services provided to the Auburn Police Department by technical staff in the Placer County Sheriff's Office.
- The specific responsibilities of each agency and a mutually agreeable mechanism to estimate the yearly budget of services, which will be provided by the Placer County Sheriff's Office and paid by June 30th each fiscal year, are included in this document under Schedule of Costs.
- The specific regionally shared system support costs paid to the vendors in whole by the Placer County Sheriff's Office and qualify for partial reimbursement by Auburn Police Department.
- A baseline that can be referenced to mitigate and resolve discrepancies.

2. DEFINITIONS

- APD refers to the Auburn Police Department.
- Sheriff IT refers to the Information Technology Unit of the Placer County Sheriff's Office.
- Network and Infrastructure refers to the Placer County Enterprise Network consisting of the integrated local and wide area data communications architecture and its component parts including, but not limited to, routers, switches, and IP protocols.
- APD Dispatch Network refers to workstations, servers, and equipment located within the APD Dispatch Center which are connected, via Placer County router at APD, to the Placer County Enterprise Computer "Network and Infrastructure", as well as software, both application and operating system, which resides on the connected hardware. Per DOJ's CLETS Policies, Practices, and Procedures (PPPs), computers that access CLETS are to

reside only on a “public safety-specific” network. Because there currently is no secure separation of networks between the City of Auburn and the APD, the Dispatch workstations accessing CLETS are physically isolated and not accessible from the shared City of Auburn and APD network.

- City of Auburn Network refers to workstations, servers, and equipment attached to the local area network presently shared by City of Auburn and APD and which are not connected either physically or logically to the Placer County Enterprise Computer “Network and Infrastructure”, as well as software, both application and operating system, which resides on non-connected hardware.

3. RELATED BACKGROUND

The Information Technology (IT) Unit in the Placer County Sheriff’s Office has long provided technical assistance and guidance for APD as a close public safety partner. The past focus had been primarily on supporting APD’s use and administration of the regional Tiburon Public Safety System. However, the Placer County public safety agencies are now implementing more advanced technology, requiring a greater level of service and support from Sheriff IT and the need to define and memorialize each agencies’ roles and responsibilities.

With only APD’s Dispatch Center using the regional Tiburon Public Safety System, support was narrowly focused. However, newer technology is being deployed at APD and includes; Secure Broadband Wireless Network connectivity for Mobile Data Computers (MDCs), SIRE document imaging system housed at and shared with Placer County Sheriff, and Coplink Investigative Analysis software.

4. KEY PLANNING SPECIFICATIONS

The following identifies the responsibilities between the Sheriff’s Office and the Auburn Police Department.

- APD will designate “CAD liaison” to provide primary support for all internal public safety services and applications, including the regional Tiburon Public Safety System. Examples of primary support duties include; first-line troubleshooting of user or system issues, forwarding of system notification messages to end-users, participation in regional project meetings, and end-user training.
- APD will designate “SIRE liaison” to provide training and primary support for APD end-users of the SIRE Document Management System. Examples of primary support duties include; first-line troubleshooting of user or system issues, forwarding of system notification messages to end-users, participation in system project meetings, and end-user training.
- Sheriff IT will provide APD with secondary support services for the regional Tiburon Public Safety System. Examples of secondary support duties include; escalation point to receive issues from APD’s “CAD liaison” after primary troubleshooting steps are performed, “CAD liaison” train-the-trainer, and configuration management.

- Sheriff IT will act as primary system administrator, performing related duties for the shared SIRE Document Management System. Examples of primary system administrator duties include; user account and group security administration; system maintenance and data protection.

5. SPECIFIC RESPONSIBILITIES

The following identifies specific responsibilities between APD and Sheriff IT:

Auburn Police Department

- APD will be responsible for designating “CAD liaison” and “SIRE liaison” and ensuring they are responsive to Sheriff IT coordination requests.
- APD will maintain full responsibility for providing and maintaining all equipment on the Auburn-side of the Placer County provided router, including firewalls, routers, switches, servers, workstations, printer hardware, and software supported on the City of Auburn Network.
- APD will maintain full responsibility for continuing physical or logical separation of the CLETS-accessible terminals from Auburn’s general government network users.

Placer County Sheriff’s Office – Sheriff IT

- Sheriff IT will act as liaison to County IT for their maintaining access for APD to the Placer County Enterprise Network via a route through an un-trusted Public Safety fire-walled interface. This route includes pass-through access to Sacramento County and Cal-DOJ services.
- Sheriff IT will provide secondary or escalation support for the Tiburon CAD system after APD’s designated “CAD Liaison” has made every effort to resolve the issue.
- Sheriff IT will provide secondary or escalation support and system administrator duties for the shared SIRE Document Management System.
- Sheriff IT will maintain full responsibility for providing and maintaining all equipment on the Placer County network and systems, including firewalls, routers, switches, servers, backups and data recovery, security, workstations, printer hardware, and software supported on the Placer County Network.
- Sheriff IT will provide APD technical support as follows:
 - Tiburon CAD service interruption - 24 hours day, 7 days a week via on-call pager and Sheriff IT After-Hours Support Line: (530) 886-5735.
 - Tiburon CAD non-critical issues after APD liaison has taken initial troubleshooting steps – 0730-1700 M-F
 - SIRE Document Management issues after APD liaison has taken initial troubleshooting steps – 0730-1700 M-F

6. CONFIDENTIALITY OF DATA

Each Sheriff IT staff member has successfully completed a comprehensive law enforcement background check upon beginning employment in the Placer County Sheriff's Office. All application data is considered sensitive and access to this information will be limited to the application administrators only. These key staff members realize the importance of maintaining confidentiality and understand that system/application logs may be used in the future to verify any misconduct during the course of a mutually approved internal affairs investigation.

7. SCHEDULE OF COSTS

The following costs and charges have been identified for the APD Support Agreement. These costs will be prorated based on length of support in a given fiscal year.

Auburn MOU

Shared System/ Vendor Maintenance

Current	Tiburon (software/hardware) maintenance - based on agreed upon cost-sharing model
Current	SIRE Doc Imaging maintenance pd to L.R. Hines, Inc. - based on agreed upon cost-sharing model

Support Services

\$	11,000	Technical Support Services MOU
	--	\$7,500 - Tiburon CAD Support (24/7)
	--	\$3,500 - SIRE Doc Imaging System Support (0730-1700 M-F)
\$	500	CAD Report Database Services - \$500 (add to MOU)
\$	11,500	Total

8. REVISIONS TO MEMORANDUM OF UNDERSTANDING

- Memorandum of Understanding will be in effect until either party provides written notification 90 days prior to the end of the Fiscal Year.
- Amendment to Memorandum of Understanding. This agreement may be amended with written approval of the Sheriff, City of Auburn Police Chief or their designees. In the event that amendments increase the scope of work or services performed by Sheriff IT, the costs defined in this MOU will be re-evaluated.
- Cancellation. It is mutually agreed that either party upon giving written notice 90 days prior to the end of the Fiscal Year, may cancel this Agreement. In the event of cancellation, the requesting entity shall pay for all work and services performed to date of cancellation.

Agreement to MOU:

Valerie Harris
Chief
Auburn Police Department

Date: _____

Edward Bonner
Sheriff-Coroner-Marshal
Placer County Sheriff

Date: _____

CONTRACT REVIEW

(REV. 1)

CONTACT THE DIVISION OF RISK MANAGEMENT WITH ANY QUESTIONS
Phone: (530) 886-2600 Fax: (530) 886-2609

SUBMITTED BY: BARBARA BESANA DEPT/DIV: SHERIFF'S ADMIN
 PHONE: X6951 FAX: X3833
 CONTACT: BARBARA BESANA EXT: _____ DATE: 9/28/2010

PLEASE ATTACH A COPY OF THE ENTIRE CONTRACT

CONTRACTOR/VENDOR NAME: L.R. HINES CONSULTING # 6812 -

SUBJECT OF CONTRACT: Image Software Consulting/Software

ADDITIONAL INFORMATION/NOTES: RM# 10-510

— FOR RISK MANAGEMENT USE ONLY —

DATE RECEIVED: 9/29/10

10-510
 RM REVIEW #
 (REV. 1)

REVISIONS REQUIRED AND NOTED
Resubmit Revised Contract to Risk Mgmt.

APPROVED

COMMENTS: _____

DATE RETURNED: 10/11/10 REVIEWED BY: Jim Kooy

EBDX Profile/Contract: 1A 2 2A 3 4 5

Administering Agency: Placer County Administrative Services

Contract No. _____

Contract Description: Document Imaging Solution

COPY

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____ 2010, by and between the County of Placer, ("County"), and L.R. Hines Consulting ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. The amount of the contract shall not exceed sixty seven thousand, nine hundred eighty two dollars and forty cents (\$67,982.40).
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified herein, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. **Hold Harmless And Indemnification Agreement.**

The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or

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for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

As used above, the term Placer County means Placer County or its officers, agents, employees, and volunteers.

10. Insurance:

Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A:VII showing.

a. Worker's Compensation And Employers Liability Insurance:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice to the County of Placer and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

b. General Liability Insurance:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(a) Contractual liability insuring the obligations assumed by Contractor in this Agreement.

2. One of the following forms is required:

- (a) Comprehensive General Liability;
- (b) Commercial General Liability (Occurrence); or
- (c) Commercial General Liability (Claims Made).

3. If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

4. If Contractor carries a Commercial General Liability (Occurrence) policy:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5. Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

(a) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(b) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

c. **Endorsements:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
2. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
3. "This policy shall not be changed without first giving thirty (30) days' prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

d. **Automobile Liability Insurance:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

e. **Professional Liability Insurance (errors & omissions):**

- 1) Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than \$1,000,000 dollars. If Contractor sub-contracts in support of Contractors work provided for in the agreement. Professional Liability Errors shall be provided by the sub

- 2) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.
11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
 12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
 13. **Personnel.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
 14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
 15. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of

The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

16. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information.** All documents developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder for the County's internal use only. The County recognizes that Contractor has made significant investments in its pre-existing intellectual properties and holds registered copyrights. Without Contractor's express, prior written consent, County shall not post or transmit Contractor's documents on or through any internet, listserv, website, or otherwise publish or publicly disseminate or distribute any documents without the prior written consent of the Contractor. The County shall have the right to modify documents solely for the County's internal purposes, but agrees to maintain Contractor's copyright notices on documents. County agrees that any works such created are derivative works within the meaning of the U.S. Copyright Act. County acknowledges and agrees that as between County and Contractor, Contractor exclusively owns and retains all right, title and interest (including, without limitation, all patent rights, copyrights, trademarks, trade secrets and other intellectual property rights). The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Background.** Contractor's proposed staff (and substitutes, alternates or subcontractors) will at minimum undergo background check via LiveScan fingerprint process. Contractor staff with any access to law enforcement data will submit to LiveScan fingerprinting and a comprehensive law enforcement criminal background check conducted by Placer County Sheriff.
24. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

25. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

County of Placer:

Placer County Sheriff's Dept.
Attn: Erik Carlson
2929 Richardson Drive
Auburn, CA 95603

Phone: 530-889-6960
Fax: 530-889-6959

Contractor:

L.R. Hines
Attn: Lonnie Hines
1380 Lead Hill Rd, Suite 106
Roseville, CA 95661

Phone: (916) 784-8436
Fax: (916) 784-9489

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

County OF Placer

By: _____

Printed Name/Title: Jim Boggan, Purchasing Manager

Approved As to Form – County Counsel:

By: _____

Contractor - L.R. Hines Consulting *

By: _____

Name: _____

Title: President/Vice President

By: _____

Name: _____

Title: Secretary

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- C. Quote for Services
- D. Facilities, Equipment and Other Obligations of County
- E. Confidentiality Agreement
- F. SIRE Software Product License Agreement
- G. L.R. Hines Maintenance and Support Agreement

Exhibit A: Scope of Work

For the SIRE EDMS Project specified in the agreement attached, LR Hines Consulting, Inc. will perform the following services for the Sheriff's Department..

I. Contract Signing and Orientation Kickoff Meeting for SIRE EDMS Project: (June , 2010.) * Exact Date to be determined.

- a. *Intended audience (Sheriff IT Staff, City PD and IT representatives)*
- b. *Customer requirements (meeting room.)*
- c. *Deliverables (Final SOW, Signed Contracts and Project Plan with scheduled project milestones)*
- d. *LR Hines Staff (Kurtis Breiner & Lonnie Hines)*

Day 1 - Meet with County and City Staff in "Project Kickoff" Meeting estimated 2 hours in length to ensure all required resources have been defined and schedules assigned. Reconcile the project timeline and task durations to scheduled available dates of all resources in order to meet the project completion deadline.

***MILESTONE 1 met upon completion of kickoff meeting and SIRE Software downloaded on Server - 50% deposit due = \$33,991.20**

II. Installation Configuration and Implementation of SIRE EDMS System Software: Dates TBD

- a. *Intended audience (IT Staff)*
- b. *Customer requirements (server access)*
- c. *Deliverables (Fully installed and configured SIRE System)*
- d. *LR Hines Staff (Damon Peden, Lonnie Hines)*

Day 2 and a Half

Work with County Staff to:

- Install/Deploy SIRE Server Software:
 - Placer Sheriff Core SIRE server (NEW):
 - Validate and test new Server hardware and O/S to ensure proper operation, connectivity and current patch levels.
 - Ensure Microsoft Internet Information Server is installed and operational.
 - Check for and install if necessary, County supplied Microsoft SQL Server Database software.
 - Create SIRE SQL Database and assign security and System Administrators.
 - Determine and coordinate required SIRE services domain accounts with County IT Staff.
 - Install latest production version of SIRE Server Application Software onto shared County Application server.
 - Ensure all purchased SIRE modules are installed and working properly.
 - XML Loader
 - Forms (to be re-visited prior to installation, may not be purchased and removed from SOW)
 - (No QuickImport)
 - Install County Provided Microsoft Word and Visio on Server to enable automated functionality of SIRE Workflow.
 - Create Demio Cabinet in SIRE for testing purposes.
- Install/Deploy Client-Side:
 - Placer Sheriff Client Side:
(2 scanners, 2 scanning PCs, 5 full clients, 9 browser/view-only lic):
 - Install and configure scanners and drivers at Placer Sheriff Scanning Stations to work with SIRE Capture.
 - Install Full SIRE Client software on designated workstations.
 - Install SIRE Capture on Scanning Station and configure recommended Kofax VRS 4.2 Pro Software and barcode/patch code separator sheets.
 - Test scanning operations in all modes to ensure proper operation of scanners as well as ability to import electronic documents with the SIRE Office Integration tool.
 - Install Client-Based Tools on 3 PCs (County will install other 2):
 - QuickLink to work with 1) Tiburon Jail window and 2) Records screen
 - (not purchasing QuickShot PD at this time)
 - Auburn PD Client-Side:
(1 scanner, 1 scanning PC, 2 full clients, 4 browser/view-only lic):

- Install and configure scanners and drivers at Auburn Police Department Scanning Stations to work with County's SIRE Capture.
- Install Full SIRE Client software on designated workstations.
- Install SIRE Capture on Scanning Station and configure recommended Kofax VRS 4.2 Pro Software and barcode/patch code separator sheets.
- Test scanning operations in all modes to ensure proper operation of scanners as well as ability to import electronic documents with the SIRE Office Integration tool.
- Install Client-Based Tools on 2 PCs:
 - QuickLink to work with LEADS Records window
 - (not purchasing QuickShot PD at this time)
- Test connectivity and performance across WAN to ensure sufficient bandwidth is available without impacting mission critical applications when scanning or searching and viewing documents in the shared Placer Sheriff SIRE Repository.

III. SIRE System Cabinet Design:

Dates TBD :

- a. *Intended audience (Knowledgeable Dept staff)*
- b. *Customer requirements (meeting room, workstation access, server access)*
- c. *Deliverables (SIRE Cabinet Design signed off by County and City Staff)*
- d. *LR Hines Staff (Lonnie Hines, Kurtis Breiner)*

Day 3 and 4 –

Plan Cabinet strategy:

- Placer Sheriff cabinet for Placer Sheriff SIRE Server
(1-Jail/Booking Record and 1-Crime/Incident Report-Sheriff custom)
 - Analyze document types to be stored in SIRE EDMS.
 - Review current filing systems and determine how each document is currently created and submitted.
 - Work with the department staff to determine document life cycles, workflow and retention schedule requirements to create a cabinet design that will ensure a smooth transition to the SIRE electronic filing structure.
 - Consider future potential integrations with other applications including RIMS RMS, DA Damion System etc. as well as any required document retention schedules to ensure the final cabinet design will adequately handle these needs.
 - Design cabinet structure to minimize data entry requirements and utilize SIRE Auto Indexing engine to reduce manual labor costs and data entry errors as much as possible.
 - Review AtPac System for existing index fields (Jail records and Records records) and determine requirements for SIRE cabinets to ensure all existing index values can be converted and stored in SIRE.
- Auburn PD cabinet for Placer Sheriff SIRE Server
(1-Crime/Incident Report – APD custom)
 - Analyze document types to be stored in SIRE EDMS.
 - Review current filing systems and determine how each document is currently created and submitted.
 - Work with the department staff to determine document life cycles, workflow and retention schedule requirements to create a cabinet design that will ensure a smooth transition to the SIRE electronic filing structure.
 - Consider future potential integrations with other applications including RIMS RMS, Jail systems, DA Damion System etc. as well as any required document retention schedules to ensure the final cabinet design will adequately handle these needs.
 - Design cabinet structure to minimize data entry requirements and utilize SIRE Auto Indexing engine to reduce manual labor costs and data entry errors as much as possible.

IV. SIRE EDMS Implementation

Dates TBD :

- a. *Intended audience (IT Staff)*
- b. *Customer requirements (meeting room, workstation access, server access)*
- c. *Deliverables (SIRE Cabinets created, Users setup with security permissions set)*
- d. *LR Hines Staff (Damon Peden, Lonnie Hines)*

Day 5 –

- Create SIRE Cabinets and Indexing Structures.
 - Placer SIRE Server: 1-SO-Jail, 1-SO-Records, 1-APD Records
- Create SIRE User Accounts
 - Placer SIRE Server:
 - Full Client (7 total (+ 5 for Rsvl)): 5-SO, 2-APD

- SIRE Administrator Training.
- On Placer server, unless not necessary:
 - Create SIRE Annotation Layers and setup appropriate permissions.
 - Configure SIRE Auto Indexing for relevant documents if appropriate. Develop access requirements for each document category.
 - Create user groups and assign permissions.
 - Determine viewing restrictions if any by document category and user groups. Develop group and document security. This will identify to the system who can access which documents at what level.

IV. AtPac Conversion to SIRE EDMS

Dates TBD:

- a. *Intended audience (IT Staff)*
- b. *Customer requirements (meeting room, workstation access, server access)*
- c. *Deliverables (SIRE Cabinets created, Users setup with security permissions set)*
- d. *LR Hines Staff (Damon Peden, Lonnie Hines)*

Day 6, 7, 8 –

AtPac Data Conversion – Jail documents and Records documents

- Analyze AtPac existing data and determine optimum conversion process.
- Begin export of AtPac metadata to shared network path that is accessible to SIRE Application Server.
- Once data is exported:
 - Re-format metadata as needed to work with SIRE XML loader,
 - Create XML loader import definition files for each document and or cabinet type
 - Import sample dataset and verify import process is working as required.
 - Complete import process and verify that all documents were converted accurately.

***MILESTONE 2 met upon completion, 40% progress Pmt due = \$27,192.96**

V. User Training and Deployment of SIRE EDMS

Dates TBD:

- a. *Intended audience (Scanning Techs, IT Staff,)*
- b. *Customer requirements (Scan Station, sample Documents to scan)*
- c. *Deliverables (SIRE Documentation, Training materials and handouts)*
- d. *LR Hines Staff (Kurtis Breiner, Lonnie Hines)*

Day 9, 10 –

End User scanning and capture training.

- **Basic Capture Training Topics:**
 - Cover all aspects of SIRE Capture and Scan to Folder operations.
 - Training will include Batch Processing, Barcode Recognition, Indexing, Validation etc.
 - Will ensure County and City Staff are fully trained and qualified on the proper use and operation of all aspects of SIRE Capture in order to fully utilize and benefit from it's basic and advanced features.
 - Train scan operators how to use document management cabinet and index structures, job control, how to scan so that every image is readable, and how to efficiently index.
- **Quality Assurance Topics:**
 - Define Scan and Quality Assurance Management processes that will provide management with tracking mechanisms to determine what was entered and when. This will also provide a method to monitor the quality of input.
 - Train personnel how to perform QC (Quality Control) functions. Ensure maintenance of operational integrity - maintaining the integrity of the document database is critical to ensuring that users will adopt and continue to use the EDMS.
- **Management/Oversight Topics:**
 - Work with managers or supervisors who will oversee the process on an ongoing basis to ensure expected result.
 - Monitor performance of system under load to ensure System and Staff are ready to begin full scale scanning.

VI. End User search Training with FileCenter and WebCenter

Dates TBD:

Day 13, 14 – Once sufficient documents have been scanned into the SIRE System a training session for end users will be held, using the system to search for documents. This training will cover all aspects of WebCenter and / or FileCenter index searching, full text searching, annotation searching, printing, e-mailing, etc.

VII. Acceptance Test

- a. Intended audience (to be determined)*
- b. Customer requirements (meeting room, sample documents)*
- c. Deliverables (Fully functional SIRE EDMS system all users fully trained and able to use system to it's maximum potential)*

Day 15 - Review system installation, test with multiple concurrent operations including scanning, searching etc. Resolve any remaining issues and release system for production use.

VIII. Full Deployment of SIRE EDMS

***MILESTONE 3 met upon completion, 10% final Pmt due = \$6,798.24**

Exhibit B: Deliverable and Payment Schedule

Periodic Compensation at Selected Milestones

- A. For consultant services to be rendered under this contract, Contractor shall be paid a total contract amount not to exceed **\$67,982.40**.
- B. Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in Exhibit A, Scope of Work. A County Representative shall evaluate the quality of the service performed and / or item(s) delivered and if found to be satisfactory shall provide written acceptance and agreement to initiate payment processing.
- C. Upon delivery to County of item(s) specified below and acceptance by County per paragraph B above, Contractor shall submit to the County Designated Representative an invoice for the service performed in accomplishing this project. This invoice will cite the assigned County Contract Number. County shall pay invoices or claims for satisfactory work within 30 days of presentation.

Payment Description	Approximate % of Total	Invoice Amount
Contract Signing (Software purchase)	50%	\$33,991.20
Software Installed/Configured	40%	\$27,192.96
Project Final Acceptance	10%	\$6,798.24
Total payable upon Final Acceptance		\$67,982.40

- D. Total includes travel, lodging and per diem. Any excess travel, lodging and per diem shall be pre-approved by the County and will be paid at the rate defined in Placer County Administrative Rules, "County Travel Rates" which defines the per diem rate, in compliance with Federal Domestic Per Diem Rates.
- E. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billing or seek any other legal remedy.

- F. The Contractor will deliver to the County the following hardware and software items and service deliverables:
1. SIRE software as detailed in Exhibit C
 2. Installation, Configuration, and on-site Go-Live support per the Scope of Work
 3. Training Services per Scope of Work
- G. The Contractor will deliver to the County for approval the following document/media deliverables:
1. Detailed Work Plan
 2. Training Plan
 3. SIRE software documentation for purchased modules
 - a. Installation
 - b. Administration
 - c. User Guides
- H. In addition, the Contractor will deliver to the County the following work products:
1. Configuration Settings as results of all work done this Scope of Work
- I. Within the term of this contract and the Maintenance Agreement as defined in Exhibit F, the County may acquire additional storage databanks from Contractor and request installation services based on Section M "Professional Service Rates" below.
- J. Annual Support Fee - See Exhibit F, Support Agreement.
- K. Contractor will issue a firm quote for out of scope modifications (change orders) and Interfaces upon request of the County
- L. All Support Fees shall be paid within thirty (30) days of invoice at the beginning of the maintenance period.
- M. Rates related to future or additional requests for professional services outside of this contract that are performed between the date of signing of this contract and one year from the date of Final System Acceptance are as follows:

Professional Services Rates

Training Services	\$1,500	per day
Technical Services	\$125	per hour

Increases to professional services rates thereafter will be held to not more than the Consumer Price Index (CPI), or 3.5% per year, whichever is less. The County must be notified in writing 60 days prior to any such increases. Increases will become effective on the next anniversary date of Final System Acceptance. The CPI or 3.5% cap shall remain in effect for a 5 year period; thereafter, service rates may be renegotiated.

EXHIBIT C

QUOTE FOR SERVICES

SIRE EDMS For Placer and Auburn

May 24, 2010

SOFTWARE		Maintenance		
SIRE Licenses				
1	SIRE Enterprise Server Core: This is a one time cost that provides the PDF, FTR, Workflow, Records Retention Mgr, License Mgr and other needed capabilities. This is a required component for SIRE EDMS.	\$10,500.00	\$10,500.00	\$2,100.00
7	SIRE Client - Concurrent Full Access License	\$979.00	\$6,853.00	\$1,370.60
3	SIRE Capture: Batch Scan Module with Barcode Recognition capabilities. Single User license - Less than 80 ppm scanners	\$2,995.00	\$8,985.00	\$1,797.00
13	SIRE View Only License Pack - 15 Concurrent Web users	\$333.00	\$4,329.00	\$865.80
1	SIRE Forms: Allows for the creation, editing and publishing of online Web forms. Can be used with SIRE Workflow. This is an enterprise license per SIRE Server Core.	\$5,995.00	\$5,995.00	\$1,199.00
1	SIRE XML Loader: Allows for bulk loading of externally scanned images such as from a service bureau. This is an enterprise license per SIRE Server Core.	\$1,995.00	\$1,995.00	\$399.00
1.0	LR Hines Quicklink for SIRE - Provides ability to automatically link any application to images or files stored within the SIRE Repository. This allows for seamless integration with CAD/RMS, Permitting, Financial and other applications without having to launch SIRE and execute a separate search. This is an enterprise license per SIRE Server Core.	\$2,995.00	\$2,995.00	\$599.00
0	LR Hines QuickShot PD for SIRE - Windows Print Driver that captures a print job from any application and allows the document to be stored directly into SIRE as an image without printing paper and scanning it back in. Provides ability for Records to respond to records request electronically, includes predefined or custom stamp application, redaction and full audit trail	\$5,995.00	\$0.00	\$0.00
0	LR Hines QuickImportAgent for SIRE - Designed to work with Sunridge RIMMS	\$1,995.00	\$0.00	\$0.00
SUB-TOTAL SOFTWARE			\$41,652.00	\$8,330.40
SERVICES				
LR Hines Professional Services				
1.00	Project Management (per day - 8 hour minimum)	\$1,500.00	\$1,500.00	
1.00	SIRE Server and Client Installation System testing days (per day - 8 hour minimum)	\$1,500.00	\$1,500.00	
1.00	Consulting & System Design Services (per day - 8 hour minimum)	\$1,500.00	\$1,500.00	
2.00	Document Analysis, Cabinet Design	\$1,500.00	\$3,000.00	
3.00	ATPac Conversion of existing documents to SIRE	\$1,500.00	\$4,500.00	
0.50	Create Cabinets, Setup Users, Configure Security	\$1,500.00	\$750.00	
0.50	Acceptance Testing	\$1,500.00	\$750.00	
SUB-TOTAL SERVICES			\$13,500.00	
ONSITE TRAINING				
LR Hines SIRE Software Training				
1.0	SIRE EDMS System Administration Training - Hands-on training. Usually 8 hour minimum. Cost per day.	\$1,500.00	\$1,500.00	
1.0	SIRE EDMS End User Training - Usually a 3 hour class for basics. Usually a 1-day class for more complete training. Hands-on training. 8 hour minimum purchase. Cost per day.	\$1,500.00	\$1,500.00	
1.0	SIRE Capture & Scanning Training - Best done in groups of 1-3 people. Usually requires 1 day. 8 hour minimum. Per day cost.	\$1,500.00	\$1,500.00	
SUB-TOTAL TRAINING			\$4,500.00	
MAINTENANCE				
SIRE Annual Maintenance and Support (SAMS)				
TOTAL SOFTWARE MAINTENANCE, COST FOR FIRST YEAR			\$8,330.40	
SUB-TOTAL MAINTENANCE			\$8,330.40	
COSTS OVERVIEW				
Total Cost for Software			\$41,652.00	
Total Cost for Services			\$13,500.00	
Total Cost for Training			\$4,500.00	
Total Cost for Annual Maintenance			\$8,330.40	
Sales Tax on SIRE Licensing				
Total System Investment			\$67,982.40	*No Sales Tax w e-download

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EXHIBIT D

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

1. Two virtual servers: 1-Production environment and 1-Test/Training environment
2. iSCSI SAN storage from Production and Test/Training servers
3. PCs for scanning stations (1-SO Jail, 1-SO Records, 1-Auburn PD)
4. Scanners per LRH Specifications (1-SO Jail, 1-SO Records, 1-Auburn PD)
5. Access to existing AtPac data for extract and import into SIRE

EXHIBIT E

CONFIDENTIALITY AGREEMENT

During the course of Contractor performing Services for County, each party may be given access to information (in hardcopy and/or electronic form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, or relates to individuals as personal information and may be identified by the discloser as confidential ("Confidential Information"). In connection therewith, the following subsections shall apply:

The Confidential Information of the discloser may be used by the receiver only in connection with the Services;

Each party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. Access to the Confidential Information shall be restricted to receiver's personnel engaged in a use permitted hereby;

The Confidential Information may not be copied or reproduced without the discloser's prior written consent;

All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of (a) completion of the Services or (b) request by the discloser, unless the receiver is otherwise allowed to retain such Confidential Information. Contractor may retain, subject to the terms of this Section, copies of County's Confidential Information required for compliance with its recordkeeping or quality assurance requirements;

Nothing in this Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement;

Information Privacy

Contractor hereby acknowledges that during the performance of the Services, Contractor may have access to information produced or held by Client containing confidential information about individuals, including information that may be subject to various governmental privacy regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). Contractor will comply with applicable U.S. Federal statutes affecting data privacy.

"Personal information" as defined in California Civil Code sections 1798.80-1798.84 means any information that identifies, relates to, describes, or is capable of being associated with, a person. Any collectively-accessible information which contains a combination of an individual's first name or first initial and his or her last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted, shall be considered confidential even if not labeled as such:

- (A) Social security number.
- (B) Driver's license number or California identification card number.
- (C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.
- (D) Medical information.

EXHIBIT F
SUPPORT AGREEMENT # SIRE Software #

SIRE Technologies

Agreement Number _____

SOFTWARE PRODUCT LICENSE AGREEMENT

This Agreement, effective as of this _____ day of _____, 20____, between SIRE Technologies, (hereinafter referred to as "Licensor") and the County of Placer Sheriff's Department, California, (hereinafter referred to as "Licensee").

RECITALS

WHEREAS, Licensor has prepared and will prepare certain computer software programs; and holds proprietary rights in certain computer software programs; and **WHEREAS**, Licensee is desirous of using said computer software programs, subject to the restrictions and limitations set forth herein, **NOW, THEREFORE**, in consideration of the covenants and conditions set forth below, the parties hereto agree as follows:

1. GRANT OF LICENSE

- a. Licensor, and/or third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Software Product.
- b. Licensor grants to Licensee a non-exclusive, non-transferable license to use each Software Product(s), or portions thereof, in Object Code form only, on the Designated CPU. Nothing in this Agreement is intended to transfer to Licensee any rights in said Software Product, except for the right to use as set forth herein.

2. CONSIDERATION As consideration for the license of the Software Product granted in Article 2, Licensee shall pay Licensor the License Fee set forth in the sales agreement.

3. TERM OF AGREEMENT The term of this Agreement shall commence upon the execution of this Agreement and shall terminate upon the Licensor's prior written notice, or default by licensor or Licensee as may be set forth in other provisions of this Agreement.

Upon termination, Licensee shall immediately return the Software Product and all copies thereof to Licensor, and within five (5) days of termination, Licensee shall deliver a written certification to Licensor certifying that it no longer has custody of any copies of the Software Product.

In no event shall any action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

4. TITLE The original and any copies of the Software Product, in whole or part, including Licensor-supplies translations, compilations, partial copies, modifications and updates, are the property of Licensor (or with regard to third party software, the property of the third party).

5. DEFAULT In the event that Licensee or Licensor fails to observe or perform any provisions of this Agreement, and if such default is not cured within thirty (30) days after Licensee or Licensor gives the other party written notice thereof, the party not in default may terminate this Agreement upon written notification to the defaulting party. In no event shall an action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

6. COPYING THE SOFTWARE Licensee may make copies of the Software Product in Object Code form only solely for use by Licensee for backup or archival purposes or for placing the Software Product in a form for execution on the Designated CPU. Licensee agrees to maintain records of each copy of the Software Product, and upon request, such record will be provided to Licensor. All copies, or portions thereof, must bear any proprietary notice which may appear on the Software Product copy furnished by Licensor under this Agreement.

7. COPYRIGHT/TRADE SECRET PROTECTION Licensee agrees to place a copyright/trade secret notice in a form specified by Licensor on all copies of the Software Product which have been reproduced by Licensee in accordance with the provisions of Article 6.

8. RIGHT TO BACKUP CPU Licensee may by written notice identify a Backup CPU by manufacturer, model number, serial number and installation site. Licensee shall have the right to transfer the license granted hereunder to such Backup CPU when the Designated CPU is temporarily inoperable.

9. SECURITY Except as may be provided otherwise in this Agreement, Licensee shall not, without the express written consent of Licensor, provide, disclose, or otherwise make available the Software Product, or copies thereof, to any third party. Licensee shall take appropriate action by instruction, agreement, or otherwise with those of its employees and third party agents having access to the Software Product to restrict and control the use, copying, modification, disclosure, transfer, protection, and security of such Software Product in accordance with the provisions of this Agreement.

10. CONFIDENTIALITY Licensee shall keep the Software Product confidential within its own organization. The confidentiality provisions of this Agreement shall continue in effect between the parties regardless of whether or not licensee has returned the Software Product to Licensor. Provided, however, that Licensee's obligations hereunder shall not apply to any Software Product if:

- a. Such Software Product is already in or falls into the public domain through no act or omission on the part of the Licensee, its Directors, Officers, Employees, or Agents; or
- b. Such Software Product shall have been published or hereafter otherwise made available to the public generally by Licensor; or
- c. Licensee obtains such Software Product from a third party in a manner which does not violate any obligations to Licensor.

11. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT Licensor shall defend, at its expense, and claim or suit brought against Licensee alleging that the Software Product furnished hereunder infringes a United States Patent, Copyright or Trade Secret, and shall pay all damages and attorney fees finally awarded, provided that Licensor is given prompt written notice of such claim, sole authority to defend or settle the claim, and full cooperation by Licensee.

In the defense or settlement of the claim, Licensor may obtain for Licensee, at Licensor's expense, the right to continue using the Software Product, replace or modify the Software Product so that it becomes non-infringing, or if such remedies are not reasonably available, accept return of the Software Product for a refund on a three-year amortized schedule, providing return of two thirds (2/3) of the license Fee during the first year, and one third (1/3) of the License Fee during the second year, with no monies being returned during the third year.

Licensor shall not have any liability if the alleged infringement is based upon the modification of the Software Product or the use or sale of the Software Product in combination with other software of devices where infringement would not have occurred from the normal use of the Software Product.

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12. **WARRANTY** Licensor warrants that the Software Product delivered pursuant to this Agreement shall conform to Licensor's written specifications. Licensor's obligations under this warranty are limited to making the revisions of replacements in a reasonable period of time to correct deficiencies identified in writing by Licensee within ninety days from the effective date of this Agreement.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, LICENSOR GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SIRE TECHNOLOGIES OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS SIRE TECHNOLOGIES PRODUCT, EVEN IF SIRE TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. **RESTRICTIONS ON USE** Licensee may utilize the Software Product to perform its own work and work of its customers. However, Licensee is not granted the right to utilize the Software Product in the capacity of a service bureau. Licensee agrees not to reverse engineer, decompile or otherwise attempt to derive source code from the Software Product.

14. **MODIFICATIONS** Licensee shall have the right to modify the Software Product. Ownership of such modifications shall vest in Licensee, provided nothing in such modifications incorporates the Licensor's Software Product which shall be subject to all other terms of this Agreement. Licensee will not claim as its property a re-implementation of Licensor's Software Product.

15. **SEVERABILITY** In the event any term, condition or provision of this Agreement is determined to be void, invalid, illegal or unenforceable, it shall, only to that extent, be deemed stricken. However, all other provisions shall remain and constitute the Agreement between the parties.

16. **ASSIGNMENT** Except as set forth hereinafter and in Article 4, this Agreement may not be assigned, sublicensed, or otherwise transferred without the prior written consent of Licensor, which consent shall not be unreasonably withheld. This Agreement shall be binding upon any assignee of Licensee.

17. **LIMITATION OF REMEDY** Licensee agrees that the Licensor's sole liability in contract, tort or otherwise arising out of or in any way connected with each software Product hereunder for damages shall not exceed the License fee paid by Licensee for the particular software Product. In no event shall either party be liable to the other for any indirect or consequential damages.

18. **CHOICE OF LAW/CHOICE OF FORUM** Both parties hereby agree that, irrespective of the place of making or place of performance of this Agreement, this Agreement shall be exclusively governed and interpreted according to Utah Law, both Statutory and Decisional, and further, no action, suit, or proceeding shall be commenced, maintained, or prosecuted other than in Utah in a court of competent jurisdiction.

19. **EXPORT RESTRICTIONS** Licensee agrees not to transmit the Software Product outside the country of purchase without the prior written approval of Licensor. This Agreement is subject to any laws, regulations, orders. Or other restrictions on the export of the Software from the United States or agencies thereof (including the United States Department of Commerce).

20. **NOTICES** All written notices to be given hereunder whether pursuant to this Agreement or a provision of law, shall be either delivered in person, by prepaid telegraphic means, or by the United States mail, postage prepaid, Notices shall be addressed as follows:

TO LICENSOR: SIRE Technologies
3676 West California Avenue, Unit B100
Salt Lake City, Utah 84104
ATTENTION: Jim Painter

TO LICENSEE: County of Placer, CA
2929 Richardson Dr.
Auburn, CA 95603
ATTENTION: Ben Bramer

or at such other place as may be designated from time to time in writing.

GENERAL a. Licensee and Licensor agree to take reasonable steps to comply with all applicable Local, State and Federal laws and Executive Orders and regulations issued pursuant to thereto.

b. This agreement must not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Amendment signed by the parties hereto.

c. Licensor shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to acts of God or strikes.

d. No waiver of any rights caused by breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing.

Licensee and Licensor acknowledge that they have read the terms and conditions of this Agreement they understand all such terms and conditions and that they agree to be bound thereby.

SIRE TECHNOLOGIES:

LICENSEE

County of Placer, Sheriff's Dept
(Name of Licensee)

By: _____
(signature)

By: _____
(Signature)

Jim Painter
(Please Print)

(Please Print)

President, CEO
(Title)

(Title)

EXHIBIT G
SUPPORT AGREEMENT # L.R. Hines Consulting #
MAINTENANCE AND SUPPORT AGREEMENT (Revised 2/8/2010)

LR Hines Consulting, Inc.

1380 Lead Hill Blvd., Suite 106, Roseville, CA 95661

This Maintenance Agreement is made by and between LR Hines Consulting, Inc., hereafter referred to as "LR HINES"; and:

CUSTOMER AND PRINCIPAL ADDRESS

County of Placer, Sheriff's Dept
2964 Richardson Dr.
Auburn, CA 95603

hereafter referred to as "Customer". Under this Agreement, LR HINES shall maintain the following Product, at the rates shown:

PRODUCT AND CHARGES

SIRE Document Mgmt System
Per Attached Quote
Annual Maintenance = \$8,333.40

and on any attached schedule(s), hereafter called "the Product" according to the maintenance services set forth in the following "Terms and Conditions"

* Product - is defined as equipment and/or software as applicable

TERMS AND CONDITIONS

TERM. The initial term of this Agreement is for a period of 1 year(s) from the effective date of _____. Upon expiration of the initial term of the Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of 1 year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

CHARGES. The charges for the maintenance described hereunder, are the total of the charges listed above and on any attached schedule(s). LR HINES shall invoice the Customer on the anniversary date, and the Customer shall pay the aggregate to LR HINES within (15) days of the date of each invoice. LR HINES has the right to increase maintenance charges at each anniversary or the effective date, by an amount not exceeding 3 percent of the total maintenance agreement. Written notice of such increase shall be given to the customer not less than thirty (30) days before the anniversary of the effective date. In addition, the Customer shall pay all federal, state, or local taxes on the services rendered or parts supplied.

SERVICE HOURS. When software is covered by this agreement, the maintenance agreement provides for unlimited telephone software support. If the customer requests on site support the customer will be billed at LR HINES established onsite service rates not to exceed \$200 per hour with 2 hour minimum. LR HINES shall provide maintenance service as expeditiously as possible after notice from the Customer that the Product is inoperable. Service may be obtained during maintenance center office hours which are 8:00 AM to 5:00 PM daily (Pacific time), Monday through Friday, excluding public holidays. Service at times other than during maintenance center hours, shall be furnished upon the Customer's request and at LR HINES' established charges for labor and travel in effect at the time such service is performed.

SERVICE NOTIFICATION. The Customer shall notify LR HINES of suspected Product malfunction, by calling LR HINES service and identifying the problem and symptoms. Notification may be made to LR HINES via telephone, or fax, at the service numbers listed below. Prior to LR HINES dispatching a technician, the Customer may be asked to assist in performing certain simple diagnostic procedures.

PARTS COVERED. LR HINES shall replace components of the Product when such replacement is made necessary solely through the normal proper use as determined by LR HINES. This replacement excludes operating supplies, such as, but not limited to, paper, toner, ribbons and other expendables. LR HINES shall render services solely to the Product listed and shall not be responsible for networks or other facilities to which the Product is connected.

SERVICE NUMBERS.

Telephone: (916)784-8436 Toll Free (877)436-8218
Fax: (916)784-9489
E - mail support@lrhines.com

RIGHT TO SUBCONTRACT. LR HINES shall have the right to subcontract maintenance services to any qualified agent subject to written approval by Customer.

PLACE OF USE. The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

RISK OF LOSS. This Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of LR HINES, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product. With respect to any loss or damage, LR HINES shall submit to the Customer a description of the work to be done and request the Customer's consent to restore the Product to normal operating condition at LR HINES' rates. If the Customer does not agree to restore Product to normal operating condition, LR HINES shall have the right to terminate its obligations under this Agreement.

PERFORMANCE. LR HINES shall exercise its best efforts in performing services covered under this Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation, or other causes beyond its control, or for any consequential damage whatsoever.

LIABILITY. LR HINES shall not be responsible, nor incur liability of any kind, nature or description to the Customer, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

LR HINES'S LIABILITY. LR HINES shall procure and maintain in full force and effect at all times during the performance of on-site maintenance under this Agreement, Workmen's Compensation Insurance. LR HINES personnel shall comply with, all reasonable rules and regulations in effect at the Customer site.

DEFAULT. In the event of payment default by the Customer, LR HINES shall be entitled to collect interest and collection costs, including court costs and reasonable attorney's fees. In the event of default by the Customer in any term or condition herein, LR HINES may, at its option, refuse service or terminate its obligations under this Agreement.

NOTIFICATION. Any notice required herein shall be in writing and shall be deemed given if mailed or delivered to the other party at its last known mailing address.

WAIVER. This instrument contains the entire Agreement of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

TAX. The customer is responsible for any and all tax.

TELEPHONE SUPPORT. Technical support includes telephone consultations when the customer has problems or questions that can be resolved over the telephone. The customer has the right to telephone LR HINES for technical assistance in using the software.

SOFTWARE SUPPORT. The customer will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services when checked are part of the software maintenance agreement:

Initials

_____ Telephone Support

_____ Bug fixes and Updates
(ie 2.31 to 2.32)

_____ Software Upgrades
(ie 2.32 to 4.0)

CUSTOMER ACCEPTANCE

DATE

LR HINES ACCEPTANCE

May 25, 2010

DATE

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Maintenance Product List and Charges

Item Number	Quantity	Serial Number	Description	Annual Rate (\$)
			<p>Total Annual Maintenance Costs: \$8,333.40 Breakdown is as follows:</p> <p>SIRE EDMS Software</p> <p>Includes:</p> <ul style="list-style-type: none"> 1 SIRE Enterprise Server Core 13 "Browser/View-only" concurrent SIRE Server licenses 7 Full Client concurrent licenses 3 SIRE Production Capture Scanning Modules 1 SIRE Forms module 1 SIRE XML Loader Module 1 LRE HINES Quicklink module 	\$8,333.40
			Total.....	\$8,333.40

- 0 -

Sales Tax

Total Annual Maintenance..... \$8,333.40.....

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SIRE EDMS For Placer and Auburn

April 12, 2010

SOFTWARE		Annual Maintenance		
SIRE Licenses				
1	SIRE Enterprise Server Core: This is a one time cost that provides the PDF, FTR, Workflow, Records Retention Mgr, License Mgr and other needed capabilities. This is a required component for SIRE EDMS.	\$10,500.00	\$10,500.00	\$2,100.00
7	SIRE Client - Concurrent Full Access License	\$979.00	\$6,853.00	\$1,370.60
3	SIRE Capture: Batch Scan Module with Barcode Recognition capabilities. Single User license - Less then 80 ppm scanners	\$2,995.00	\$8,985.00	\$1,797.00
13	SIRE View Only License Pack - 15 Concurrent Web users	\$333.00	\$4,329.00	\$865.80
1	SIRE Forms: Allows for the creation, editing and publishing of online Web forms. Can be used with SIRE Workflow. This is an enterprise license per SIRE Server Core.	\$5,995.00	\$5,995.00	\$1,199.00
1	SIRE XML Loader: Allows for bulk loading of externally scanned images such as from a service bureau. This is an enterprise license per SIRE Server Core.	\$1,995.00	\$1,995.00	\$399.00
1.0	LR Hines Quicklink for SIRE - Provides ability to automatically link any application to images or files stored within the SIRE Repository. This allows for seamless integration with CAD/RMS, Permitting, Financial and other applications without having to launch SIRE and execute a separate search. This is an enterprise license per SIRE Server Core.	\$2,995.00	\$2,995.00	\$599.00
0	LR Hines QuickShot PD for SIRE - Windows Print Driver that captures a print job from any application and allows the document to be stored directly into SIRE as an image without printing paper and scanning it back in. Provides ability for Records to respond to records request electronically, includes predefined or custom stamp application, redaction and full audit trail	\$5,995.00	\$0.00	\$0.00
0	LR Hines QuickImportAgent for SIRE - Designed to work with Sunridge RIMMS	\$1,995.00	\$0.00	\$0.00
SUB-TOTAL SOFTWARE			\$41,652.00	\$8,330.40
SERVICES				
LR Hines Professional Services				
1.00	Project Management (per day - 8 hour minimum)	\$1,500.00	\$1,500.00	
1.00	SIRE Server and Client Installation System testing days (per day - 8 hour minimum)	\$1,500.00	\$1,500.00	
1.00	Consulting & System Design Services (per day - 8 hour minimum)	\$1,500.00	\$1,500.00	
2.00	Document Analysis, Cabinet Design	\$1,500.00	\$3,000.00	
3.00	AtPac Conversion of existing documents to SIRE	\$1,500.00	\$4,500.00	
0.50	Create Cabinets, Setup Users, Configure Security	\$1,500.00	\$750.00	
0.50	Acceptance Testing	\$1,500.00	\$750.00	
SUB-TOTAL SERVICES			\$13,500.00	

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SIRE EDMS For Placer and Auburn

April 12, 2010

ONSITE TRAINING

LR Hines SIRE Software Training

1.0	SIRE EDMS System Administration Training - Hands-on training. Usually 8 hour minimum. Cost per day.	\$1,500.00	\$1,500.00
1.0	SIRE EDMS End User Training - Usually a 3 hour class for basics. Usually a 1-day class for more complete training. Hands-on training. 8 hour minimum purchase. Cost per day.	\$1,500.00	\$1,500.00
1.0	SIRE Capture & Scanning Training - Best done in groups of 1-3 people. Usually requires 1 day. 8 hour minimum. Per day cost.	\$1,500.00	\$1,500.00
SUB-TOTAL TRAINING			\$4,500.00

MAINTENANCE

SIRE Annual Maintenance and Support (SAMS)

TOTAL SOFTWARE MAINTENANCE, COST FOR FIRST YEAR		\$8,330.40
SUB-TOTAL MAINTENANCE		\$8,330.40

COSTS OVERVIEW

Total Cost for Software	\$41,652.00
Total Cost for Services	\$13,500.00
Total Cost for Training	\$4,500.00
Total Cost for Annual Maintenance	\$8,330.40
Sales Tax on SIRE Licesing	

Total System Investment

\$67,982.40

*No Sales Tax w/
e-download

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