

# AGENDA

## Public Safety Committee

Potential Quorum of City Council

680 Greenwood Street  
Junction City, Oregon

Tuesday, June 3rd, 2025  
6:30 p.m.

To join the Committee meeting via computer, tablet, or smartphone, please click on the Zoom link below:

<https://us06web.zoom.us/j/5227442015?omn=89031961070>

You can also dial in using your phone: 1-253-215-8782 or toll free 877-853-5257

Meeting ID: 522 744 2015

1. Call to Order
2. Changes to the Agenda
3. Public Comment for Items Not Listed on the Agenda
4. Minutes from Public Safety Meeting on \_\_\_\_\_ 5 minutes
5. EIS Contract Review 10 minutes
6. LCSO Contract Review 5 minutes
7. Police Service Tech Job Description – Draft 5 minutes
8. Department Updates 15 minutes
9. Committee Member Comments 15 minutes
10. Adjournment

The Public Safety Committee for the City of Junction City met in regular session at 6:30p.m. on Tuesday January 8th, 2025.

PRESENT WERE: City Councilors: Andrea Ceniga (Chair), Ken Hancock, and Sid Washburne, Committee Members Todd Olson and John Edwards, Chief Mark Waddell, Deputy Chief Eric Markell.

Present in the audience were SRO Deckard, Dispatcher Rodriguez, Officer Marler and Officer Green.

1. CALL TO ORDER

Chair Ceniga called the meeting to order.

2. CHANGES TO AGENDA

Chief Waddell suggested that the discussion item be moved up so that the attending department members did not have to sit through the agenda before being given the opportunity to talk to the PSC.

3. PUBLIC COMMENT FOR ITEMS NOT LISTED ON THE AGENDA

None.

4. LCSO CONTRACT EXTENSION / RENEWAL (TENTATIVE)

Chief Waddell shared that the contract before the committee is a 6-month renewal to what the department is currently doing. Chief Waddell advised there are no changes, and the price is still 6k a month. Chief Waddell shared that the county wanted the contract to be 6 months long. Chief Waddell advised that it is unlikely that the department will return to 24-hour dispatch prior to this contract expiring. Chief Waddell shared that the county advised him that if the department does return to 24-hour dispatch service prior to the end of the contract then the contract will just be nullified.

Chair Ceniga asked if this will be at council.

Chief Waddell shared that it did not make the council agenda. Chief Waddell advised that he had some clarifying questions about language in the contract and wanted the answers to those questions prior to bringing it to council.

Councilor Hancock asked where the money for this contract is coming from.

Chief Waddell shared that line item is coming out of an item that is in the hole.

Councilor Hancock shared that the department should have enough money form the personnel budget that should cover it.

Chief Waddell shared that the City Administrator and the Finance Director have spoken about conducting a transfer from the personnel budget to cover the contract costs.

Councilor Hancock was satisfied with that process.

Chair Ceniga asked if Counselor Hancock had any other questions over the contract and he did not.

#### 5. DEPARTMENTAL UPDATE

Chief Waddell shared that one of the departments new interceptors is finished and ready for graphics. Chief Waddell shared that the department is going to tweak the current graphics to make them work on a black car.

Councilor Washburn asked when the other vehicle will go up for outfitting.

Chief Waddell advised that they are both up at wireworks so the other one should be getting worked on soon.

Chief Waddell shared that the department is still working on the Axon contract for in car video and body cams.

Chief Waddell shared that a tow company has denied towing an RV for the department due to the extreme costs of disposing an RV. Chief Waddell shared that it costs tow companies around 3k to dispose. Chief Waddell shared that the department has done everything they can legally do to try and get the RV in move, but the owner has not been compliant. Chief Waddell shared that there is going to have to be an agreement that the city will pay for the disposal fee if the tow company cannot get RVs sold.

Chief Waddell shared that the department has been successful with getting most of the RVs to move but there are one or two that are not in compliant. Chief Waddell share that administrator Knope agreed that paying for the disposal should be planned for.

Committee member Olson added that if an RV gets towed in junction city it will deter others from parkin their RVs in the city limits. Chief Waddell pointed out that the stats will reflect the department's efforts to address abandoned vehicles.

Councilor Hancock shared that he appreciates the department's efforts and asked what happens after the person cited to court.

Officer Marler shared that he most of the people just don't show up for court.

Councilor Hancock asked if the operators of these RVs have suspended licenses.

Officer Marler responded advising most of them are suspended.

Chief Waddell added that the court could look at how they put individuals into collections and that could be a good discussion to have with the court.

Chief Waddell shared that the subject that is being cited for a particular RV is not the registered owner of the RV and there has been little to no ground gained over getting the RV moved.

Councilor Hancock asked if the citations being handed out are traffic citations.

Chief Waddell shared that they have used ORS and city ordinance violation citations.

Chief Waddell shared the department will use a software to track what he called “threshold events” like complaints, complements, and use of force incidents.

Chief Waddell advised that officers ask citizens who are complaining if they would want to file a formal complaint and that there have been no formal complaints filed against the officers in the year that these threshold events have been tracked.

Chair Ceniga asked if there were any questions and there were none.

## 6. YEAR IN REVIEW

Chief Waddell asked the PSC if they have any questions or comments about how the last year was and if they have any suggestions for the department moving forward.

Committee member Edwards asked how the department defines use of force.

Chief Waddell answered that it is both displaying and using force. Chief Waddell shared that there are further details that these instances get broken down into.

Committee member Edwards shared that he would be interested in the more in-depth breakdown of these incidents to see if these forces are pertaining towards mental subjects or criminals.

Councilor Hancock shared that on page 112 of the department’s budget under the capital outlay there is a good list of what the department is going to buy. Councilor Hancock shared that when he flips over to the CEP, he sees other departments outlining clearly a 5 year plan for items they are going to purchase. Councilor Hancock said that the police department should follow this model to better capture what the department is going to need over a 5-year span of time.

Councilor Hancock shared that there have been expenditures in the middle of the year the city had not planned for. Councilor Hancock shared that the department already does a good job bullet pointing out exactly what it's going to buy over a single fiscal year, but not so over a 5-year plan.

Chief Waddell shared that the department does have a 5-year plan and there are some items bulleted, and the department can give more detail to this.

Chair Ceniga asked if there were any other questions and there were none.

## 7. COMMITTEE MEMBER COMMENTS

Members of the department were thanked for attending.

Councilor Washburn shared that he is receiving complaints about drivers running a red light there.

Chief Waddell shared that he needs to go out and count how long the yellow light is on and shared that having longer yellows encourages people to press the gas more than the break.

Chief Waddell shared that he is looking into a red-light camera for that intersection and since it's on a highway the ODOT will need to be involved with that.

Committee member Edwards shared that his observation has been semi-trucks running the light heading south out of the city. He added that the community may need to get involved with contacting ODOT to help expedite their involvement with the solution.

Office Marler added that the specific intersection in question has no easy spot for officers to safely sit and observe.

Councilor Washburn shared that he did witness an officer pull over a speeding truck near the intersection and it made his day.

Committee member Olson shared an idea that there could be an officer standing on the sidewalk with a radio observing the intersection and they could call out violators to an officer sitting in a nearby safe location.

Chief Waddell shared that that idea is a benefit of having two officers on duty but added that sometimes the risk created by catching a violator is greater than the risk that the violator created.

Committee member Olson shared that Junction City Police Foundation has started a project memorializing former Chief Whetstone who was killed in the

line of duty. The foundation is working on acquiring a bronze plaque of some sorts.

8. AGENDA FORECASTER REVIEW / DISCUSSION

Chair Ceniga asked if anyone present has any items they would like to talk about and/or update the PSC on. Per Chief Waddell's request, Chair Ceniga presented this question after agenda item #2.

Chief Waddell shared that he asked the department members to attend for an opportunity for a Q&A to take place.

Chief Waddell advised the PSC that the department members in attendance are free to share any thoughts they may have and encouraged the PSC to ask questions.

Councilor Hancock shared that he is happy to see the members at the meeting and appreciated the increase in patrol visibility. Councilor Hancock shared that a year ago he probably would have a lot of questions for the members, but it seems like a lot of positive changes have taken place.

Councilor Hancock asked the department members present if they agreed with his analysis.

Officer Marler affirmed Councilor Hancock's observations and explained that both he and Officer Green have good training opportunities in the near future.

Councilor Hancock shared that he is appreciative of the work that department has been doing.

Committee member Olson asked if the officers enjoyed their recent EVOC training.

SRO Deckard and Officer Marler agreed that the training was enjoyable.

Chief Waddell explained what the EVOC training looked like and advised that he helped instruct it as well. Chief Waddell added that the training was a great opportunity to partner and tag along with the Lane County Sheriff's Office.

Committee member Olson shared that if it's possible then dispatchers should attend EVOC trainings so that they can see what's going on the other side of the radio.

Chair Ceniga asked if anyone else has anything to say.

Dispatcher Rodriguez advised that she would like to share and introduced herself to the PSC.

Dispatcher Rodriguez shared that she has heard that there has been discussions around closing the dispatch center and advised that she cannot imagine the city without its own dispatch center.

Dispatcher Rodriguez shared that she has heard how the PSC has complimented the officers with their engagement with the community and advised the PSC that the dispatchers are also engaging with the community and playing a large role in the positive community engagement aspect of the department. Dispatcher Rodriguez shared that she would like to see others who want to be a dispatcher someday have the opportunity that she has had to grow in the profession at JCPD.

Dispatcher Rodriguez shared that she loves her job and that she has gained direction towards future studies as a result of her job and the connections she has made.

Dispatcher Rodriguez shared that she hopes the PSC and future members of the PSC keep dispatchers in their considerations moving forward.

Committee member Olson asked Dispatcher Rodriguez if she would rather see things in the dispatch center continue as they are or be absorbed by the county dispatch.

Dispatcher Rodriguez responded that she would prefer things to continue as they are and that if the county absorbed JC dispatch, then she would not continue dispatching and believes the other dispatchers would also not continue dispatching with the Sheriff's office.

Committee member Olson shared that if things did continue then it sounds like nobody is planning on leaving.

Dispatcher Rodriguez affirmed Committee member Olson observation and added that one of the dispatchers came from a larger dispatch center with a part of her motivation to come to JC being how positive the dispatcher center is and how it functions. Dispatcher Rodriguez added that the community receives a significant amount of personal attention and connection from JC Dispatch that they would not receive from the county.

Committee member Olson advised that he understands and appreciates hearing this firsthand from a dispatcher. Committee member Olson shared that he did want to know if the current dispatchers were interested and invested in staying at JC.

Dispatcher Rodriguez responded advising that she enjoys working for the department and if she did not enjoy it she would not have stayed as long as

she has.

Councilor Washburne thanked the department members for the time and effort they have put in with training.

Chair Ceniga thanked Dispatcher Rodriguez for sharing and noted that in the 18 years that she (Chair Ceniga) has been a reserve dispatchers have not received the recognition that they deserve.

Chair Ceniga shared that she looks at dispatchers as the real heroes and how they come to proactively get officers what they need before officers asking. Chair Ceniga shared that the dispatching job is very difficult. Chair Ceniga thanked Dispatcher Rodriguez for the work that she does.

SRO Deckard shared that the community has a customer service expectation in regard to calling the department due to the role that JC dispatch has played. SRO Deckard also shared that there is a unique comradery between the patrol officer and the dispatchers because they are dealing with the same people and know the same people.

SRO Deckard reiterated how special the relationship between JC dispatch and patrol is and how other departments don't have the same relationship with their dispatchers.

Councilor Hancock shared that the dispatch center is important and brings a lot to the table for the community and department. Councilor Hancock shared that he wants the department members to be aware of the legalities surrounding the dispatch center and noted that the council is prohibited from interfering with day-to-day operations of the department. Councilor Hancock stated that if the council thinks a reorganization has to take place, then that is usually driven by budget and the council has to ask the city administrator to conduct a reorganization of the department. Councilor Hancock stated that such a motion has not happened yet but thinks it does need to happen. Councilor Hancock shared also that due to the challenge of staffing the dispatch center this conversation is coming up.

Councilor Hancock stated that the council hears their hearts and appreciates their comments. Councilor Hancock reiterated that at a reorganization of the department comes from the City Administrator who would work with the Chief, and it is not up to the city council.

Committee member Edwards added that he had a personal life emergency experience a long time ago and that he distinctly recalls the dispatcher being able to remain calm and help everyone remain calm. Committee member Edwards shared that the city has not done a great job over the last 10 years of planning for equipment maintenance and that there are some monumental

costs coming to update the dispatch equipment.

Chief Waddell shared that he had a meeting with Jason today and that there is a dispatcher waiting to be hired pending the psych exam and that the department is going to move forward with hiring her. Chief Waddell shared that the applicant is aware of the ongoing discussions about the junction city dispatch center. Chief Waddell shared that having discussions that affect people's lives is not easy and he would prefer to have those discussions in an open forum. Chief Waddell added that these conversations are happening prior to any decision being made so that nobody will get blindsided by the decision. Chief Waddell shared that it's hard to put a dollar value on the better service the citizens receive from having an in-house dispatch center and agrees that the quality of service for the citizens is better than what they would receive from the Sheriff's office. Chief Waddell shared that there are a lot of conversations that need to be had, and nothing is going to happen quickly. Chief Waddell added that the dispatchers are first responders and are valued members of the team.

Chair Ceniga shared that dispatchers do a great job.

Audience members and City Councilor Karen Leach shared the dispatcher center has come a long way and has improved over the last 3 years significantly. Councilor Leach added that everyone wants to do what's best for the city and that they are hoping to keep the dispatch center.

SRO Deckard shared that there is not an employee in the department that works there just because it's a job. SRO Deckard added that everyone loves the city.

Officer Green shared that he has been on patrol being dispatched by LCSO since they started dispatching after JC dispatch leaves. Officer Green shared that the interpersonal relationships are not great and that JCPD does get left behind at times due to the size of the county and the workload they have. Officer Green provided a recent example of how the County had a critical incident going on that made him feel really reluctant to be active so they could focus their resources on the critical incident. Officer Green stated that the department having their own dispatcher center is invaluable.

SRO Deckard shared the dispatchers provide a valuable investigative resource to the officers that county dispatch could not provide due to their volume of calls.

Chair Ceniga shared that the dispatchers do a great job and that their job is more appreciated than they know and have gotten credit for. Chair Ceniga encouraged the dispatchers to stick with the job even though there are uncertainties currently. Chair Ceniga encouraged the department to take

advantage of training opportunities and to keep cultivating positive relationships with the sheriffs office.

Chair Ceniga complimented Officer Green on achieving his firearm instructor status.

Chair Ceniga asked if there were any other comments.

President Leach expressed her thanks for the department members coming to the meeting. President Leach advised that the committee needs to hear their voice and that if they don't talk then they do not know.

Chief Waddell shared that it's important to put faces to the decisions.

At about 7:15pm the PSC circled back to agenda forecaster.

Chief Waddell shared the committee should look at the forecaster and determine what items are important for 2025 and the police staff will start working on those items.

Chair Ceniga asked if anybody present had any ideas that needed to be added to the forecaster.

Officer Marler shared that a drone would be beneficial for JC and surrounding agencies.

Chief Waddell shared that an obstacle with a drone program is that flying a drone requires a spotter present as well and that it would be better if the county put together a team that JC could be a part of. Chief Waddell shared that there are multiple reasons why a drone would be beneficial.

Councilor Hancock shared that he thinks a drone program is worth pursuing.

Chair Ceniga shared that she will add it to the forecaster to keep speaking about it.

Chair Ceniga asked if there was anything else.

Officer Green said he would love to have other less lethal options like a 40 or pepper balls or bean bag gun.

Committee member Olson shared that he has seen a bean bag shotgun fail on multiple occasion and a 40 or pepper ball solution would be the way to go.

Chair Ceniga shared expressed her thankfulness for being a part of the PSC and encouraged officers to continue to attend meetings and provide updates

on how trainings and other things are going within the department.

9. ADJOURNMENT

As there was no further business, the meeting was adjourned at 8:05pm on 01082025.

Respectfully Submitted,

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Isaac Cox, Administrative Assistant

# JUNCTION CITY PUBLIC SAFETY COMMITTEE

## AGENDA ITEM SUMMARY



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### EIS Contract

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Meeting Date: 060325  
Department: Police  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number: 5  
Staff Contact: Mark Waddell  
Contact Telephone Number: 541-998-1245

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#### ISSUE STATEMENT:

This police department was authorized funds in FY 24/25 to purchase new software to replace old and obsolete systems.

#### BACKGROUND:

The police department currently uses a single vendor for Dispatch or CAD (Computer Aided Dispatch), JMS (Jail Management System, RMS (Report Management System), and Evidence tracking software. Over a year ago staff worked on a quote with EIS to replace all these software systems with our own stand alone independent systems and received a quote of \$220,000, however several internal and external factors have influenced the decision to wait for better clarity. First Eugene PD came forward attempting to get all the Lane County agencies together on a common software, Lane County was upgrading their JMS and RMS using EIS as their vendor and we continued to have challenges staffing our dispatch center.

During this waiting period, Eugene PD's initiative got bogged down as it went through the budget process and is still a priority for EPD, however it hasn't seen any forward progress. Lane County implemented their EIS upgrade and has worked many of the "Bugs" or challenges out with EIS and has been very pleased with the service they received. Lastly, a decision was made to close our dispatch center. With this decision comes some cost savings, reflected in this contract. Without dispatch we no longer need our own system, instead we can purchase licenses from LCSO to use their CAD which our officer will be using anyways if they are dispatching for us. Both EIS and LCSO have represented themselves very well in this process and conversations are always productive.

Our current system, CMI is functional however without our own dispatch it practically becomes unusable.

The current contract is just over \$127,000 which is substantially less than our original contract quote. We do have some hardware challenges with this software upgrade. It was determined that our old MDT's will not be able to run this software. The department only has three modern and sufficient MDTs and EIS can add the cost of 5 MDTs to the contract or create a separate contract if needed. We currently have a quote on state bid for these to compare with EIS' bulk pricing to see if there is any savings.

**ATTACHMENT:** A. EIS Contract

**COMMITTEE OPTIONS:** Recommendations

**FOR MORE INFORMATION:** STAFF CONTACT: Mark Waddell  
Phone: 541-998-1245  
E-Mail: [mwaddell@jcpolice.org](mailto:mwaddell@jcpolice.org)

# CONTRACT FOR SERVICES

This contract is made this 10th day of June 2025, between The City of Junction City, a political subdivision of the State of Oregon ("City") and Executive Information Services, Inc (EIS, Inc) ("Contractor").

## RECITALS:

On January 27, 2020, Washington County, Oregon and Contractor entered into a contract (#20-0095) for the purchase, installation and training of a public safety software solution for Washington County. Proposals for the work were publicly solicited and received April 26, 2019. The solicitation was advertised on ORPIN, the Washington County website and published in the Portland Tribune on April 5, 2019. Attachment B, #6, in the solicitation and the executed contract, provided that the contract permitted intergovernmental cooperative purchasing by other governmental entities pursuant to ORS 279A.215, based on the Washington County terms and conditions.

NOW THEREFORE, City and Contractor Agree as follows:

1. Contractor shall provide a public safety software system to City as set forth in the Scope of Work attached as Exhibit A for a not to exceed price off \$127,608.00, as detailed in Exhibit B.
2. The contract shall begin on June 10<sup>th</sup>, 2025, and all work shall be completed by March 13<sup>th</sup>, 2026.
3. Venue for the enforcement of any proceeding relative to this contract shall be in the Circuit Court of Lane County, Oregon, or appropriate Federal Court venue.
4. The Contract Administrator for this contract is Chief Mark Waddell, Phone: (541) 988-1425, 672 Greenwood Street, Junction City, OR 97448.
5. The specific terms of this contract supersede any conflicting terms stated in the above referenced Washington County Contract #20-0095. In all other respects, the work shall be performed pursuant to the terms and conditions Washington County Contract #20-0095, which is hereby incorporated by reference as Exhibit C.
6. Public Contracting Requirements. Contractor shall comply with all applicable provisions of the Oregon Public Contracting Code, including ORS 279B.020, 279B.220, 279B.230, and 279B.235, which are set forth and incorporated herein as Exhibit D.

## SIGNATURES:

FOR CONTRACTOR:

FOR CITY:

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Authorized Signature

\_\_\_\_\_

City Administrator Jason Knope,

June 10<sup>th</sup>, 2025

Name / Title / Date

Name / Title / Date

# EXHIBIT A

## SCOPE OF WORK

**Exhibit A**

**Junction City PD CAD/RMS/JMS**

**STATEMENT OF WORK**

**Version 3 5/27/2025**

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# STATEMENT OF WORK

## Junction City PD (OR) RMS

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### Purpose

The purpose of this document is to define the software and services being provided by EIS Corporation (EIS) to the City of Junction City, Junction City Police Department (JCPD) located in Junction City, Oregon (the City). The activities associated with the implementation of each of the major systems have been identified through a set of tasks itemized within this statement of work.

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

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### Deliverables Overview

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

- **Project Organization.**

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

1. An EIS Project Manager will be assigned to this project. EIS will designate a senior project manager for the duration of the project as the direct point of contact for the City.
2. A dedicated EIS project coordinator for the RMS system will be assigned to manage the daily installation activities.

- **Customer Organization Meeting**

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

- **Project Specification and Implementation Plan**

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

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

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

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

1. City and EIS develop and accept a functional Project Plan. The Project Plan will include a project synopsis, project organization and staffing, overview of deliverables, implementation schedule, training plan, data conversion plan, and cut-over and live operation plans.
2. The Project Plan is jointly developed by the EIS Project Manager and City Project Manager, and mutually approved.
3. It is estimated that the full implementation will be completed within 8 (eight) months from date of order. Due to the scope, the implementation may be phased to accommodate individual City schedules and EIS resources.

- **System Preparation**

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

- **Installation and Configuration**

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

- **Customer Validation and Testing**

1. Perform Functional Acceptance Testing. RMS system installed and operational at the City, for an agreed upon period as defined within the project plan, providing an environment for the City to define internal operation policies and validate the system for operational use.
2. City will develop any in-house required procedures or policies for operation of the new system.
3. Complete Configuration Acceptance test with City, live operation transition is scheduled.

- **Live Operation**

1. EIS arrives on site and completes any required updates.
2. City RMS users are trained on the use of the system and training documents are provided.

3. Final data conversion is completed, and the system converts to live operation.
  4. EIS and City project managers complete the acceptance testing and signoffs.
  5. EIS provides stabilization support and go-live assistance.
- **Hardware**
    1. The City of Junction City project does not include the purchase of any hardware by the City from EIS.
  - **System Software**
    1. Records Management Software suite and supporting applications, interfaces and customizations as listed below and in accordance with the pricing proposal provided by EIS.
      - RMS Application Server (Agency License)
      - RMS Property Manager Enhancement Application (Agency License)
      - RMS PocketProperty Handheld/Mobile Application (Agency License)
      - EIS Web-Hosted Citizen's Service Portal (CSP) (Configuration & Initial Year Subscription)
      - ORLEDS/NCIC Query Interface via M2 Message Switch (with 7 Standard Keys)
      - Reportbeam/APS Accident & Citations Import Interface
    2. M2 message switch and interface to the State of Oregon ORLEDS system. This interface will provide a defined set of integrated inquiry and entry capabilities for the other subsystems.
  - **Data Conversion**
    1. CMI Justice – RMS Case Records (Master Indexes, including location, persons, involvements, narratives, vehicles, articles, evidence and supplements)
  - **Training Services**
    1. Training as specified in the pricing proposal, within the training hours purchased by the City.
      - 16 Hours of RMS User Training
      - 8 Hours of RMS Administrator Training
  - **System Documentation**
    1. Specified System documentation. EIS will provide system documentation in electronic format only.
      - RMS Users Guide

## Additional Project Information

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### Substitute Products

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

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## Training Information

The City must provide a training location with workstations for each participant in the training programs meeting the minimum requirements outlines in Attachment B.

This is currently anticipated as follows:

RMS User Training 6 Workstations per Course (2 courses)

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

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

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

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## System Interfaces

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

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

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## Change Control Procedures

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

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

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

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

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

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## **Custom/Project Software Development**

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

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## **Other Issues**

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

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## **Exclusions**

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

# Attachment A - Change Order Form (standard)

## Change Order Agreement

### SECTION A. CHANGE ORDER DESCRIPTION

<b>CR #:</b>		<b>Date:</b>	
<b>Client Name:</b>	City of Junction City, OR	<b>Requestor:</b>	
<b>Project Name:</b>	Junction City PD RMS	<b>Priority:</b>	
<b>Impact Area:</b>		<b>Target Date</b>	

This document incorporates by reference the existing contract \_\_\_\_\_ dated \_\_\_\_\_.

#### **Short Description of Change:**

Modify existing agreement to include .....

a.

#### **Detail Description of Change:**

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

a.

#### **Kitsap City Sheriff's Office Financial/Cost Impact**

**SECTION B: IMPACT STATEMENT**

**Conditional Payment:**

**Schedule Impact:**

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

**Change Order Agreed to:**

EIS

**Change Order Agreed to:**

City

By: \_\_\_\_\_

Authorized Signature

By: \_\_\_\_\_

Authorized Signature

Name:

Title:

Date:

Name:

Title:

Date:

## Attachment B - Minimum Hardware Standards

EIS can recommend a wide variety of server configurations, spanning a diverse set of cost and availability options. The following server configuration is based on a general estimate of the processing requirements related to the Junction City law enforcement systems, however, can be better adapted to the specific needs of the agency.

Cost effective High availability and disaster recovery models are achieved through clustering technology, which allows various levels of fault tolerance and high availability to be effectively implemented. Based on initial discussions, the proposed system will be comprised of 2-3 virtual system servers

### **Production Environment**

- 1 Production Database Server (RMS SQL Server)
- 1 Production Application/Web Services Server
- 1 Production SSRS reporting Server

Item	Specification
Physical Device	Virtual Host Server
Quantity	1
MFG/Model	Dell PowerEdge R960 or equivalent
Processor Type/Speed	Dual Intel Xeon Processors (Dual +3.6GHz or Quad Core +3.2GHz)
Main Memory Requirements	32GB DD4 or greater per virtual environment
Disk Storage	SSD Minimum 10k SAS
Disk Controller (Types)	RAID 5 (See below for further)
NIC	Broadcom 57414 Dual Port 10/25GbE SFP28, rNDC
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 1600W
O/S	Windows Server®2019 64 bit Standard or newer

## Disk Storage Requirements

To ensure continuity of operation, provisions should be made for hardware redundancy in disk drive sub-systems. As a minimum EIS recommends implementing a RAID disk configuration utilizing either a RAID 5 or 10 approach. The baseline EIS recommendation is to implement a hardware-based RAID 5 or RAID 10 disk configuration, however, smaller agencies with lower volume basic disk mirroring (RAID 1) may be sufficient. High speed SSD or high speed 15K RPM SAS/SATA based disks are preferred.

## Database Server Operating Systems

EIS programs are 64-bit applications developed to run specifically under the Microsoft Windows Operating Systems. EIS server software is fully compatible with Standard Windows Server Editions, Windows Server 2019 64 bit Standard is recommended for servers. (2016 is compatible if necessary)

## Database Management System

The proposed EIS system uses Microsoft's SQL Server as the central data repository, and a fully licensed SQL Server database must be operational on the network. To support the operations of the Microsoft SQL Server database software, a Windows server must be provided and dedicated to supporting the database. SQL Server 2017 or 2019 is recommended. The EIS system supports SQL Server 2014 Standard with the latest patches if necessary. A minimum of 4 to 6 processor cores should be assigned to the server, dependent on final agency configuration. .NET Framework versions 3.5, 4.0 or 4.6 is required.

## Application Server Requirements

The EIS system requires the installation of several server-side applications/services to be installed on either a single or a distributed set up application server. These server applications control specific system processes and communications between the extended system components. Depending on the size and scope of the agency, EIS may require multiple application servers to preserve system performance. Some of the server-side components include:

## M2 Application Software Requirements

The M2 application employs sophisticated message queuing & transaction management architecture and coordinates all communication between the agency workstations and external data sources, such as State/NCIC/NLETS systems. The M2 application can be configured to support an unlimited number of data sources including State/NCIC/NLETS, County level message switches, remote RMS or CAD systems.

Requirement	Notes
Remote access	Remote access via a secure method from our support center is generally a requirement under the support agreement terms. This access should allow for remote access via remote desktop and some method of transferring files to and from our support center to the server (FTP).
Microsoft Internet Information Server (IIS)	10 or Newer

General Hardware Requirements for Application server (If not part of virtual host)	
Component	Minimum Specification
Processor	3.2GHz Intel Xeon Dual Core Processor or greater (Skylake or later)
Memory	32 GB or more
Storage	200 GB Minimum, 10K RPM Drives
Network	Dual 1 GB NIC
OS	Windows Server 2019 Standard 64 Bit or better
Case	Rack unit, Mid tower or larger
Windows Server 2019 64bit Standard or greater	Please contact EIS if other server versions are contemplated.
Outbound email access	Server applications can be configured to email critical errors to our support center via email. Outbound SMTP access from servers is required for this feature.
Microsoft Message Queue Services	Each server running EIS server applications requires that the Microsoft Message Queue services be installed. Generally, only one server will have message queues configured.

## **Desktop Workstations Requirements**

### **Client Workstation Configurations**

EIS Records programs are designed to operate on any standard business class Windows workstation. System programs can generally operate on any PC that can run standard Windows applications. Records workstations can be conveniently placed at the discretion of the Agency on desktops, tables, or other operator positions within the Department.

The basic UI provided within the JMS workstation has been designed to accommodate extended displays provided by wide aspect ratio monitors. The JMS and RMS system is designed to run on wide aspect monitors operating at 1920 x 1080 resolutions, with a minimum resolution of 1440x900. Due to the nature of the work, EIS recommends the installation of 24 - 36-inch monitor operating at 1920 x 1080 minimum resolutions.

The EIS programs generally require approximately 500 to 700 MB of the disk for installation; depending on the number and type of programs being installed. Recommended minimum platform specifications are:

**RMS/JMS Workstation:**

- Intel Quad Core i5 3.0Ghz or better
- 4GB Memory or Higher
- Minimum Screen Resolution 1400x900 (1920x1080 for Property Workstations)
- Minimum Screen Size 24 inch recommended (28 inch for Property Workstations)
- 200 GB Hard Drive
- 100/1000 NIC or Faster
- Windows 10 or 11

**Mobile Device Operating Systems**

**Agency preferred digital mobile devices minimum operating versions:**

- Apple® digital mobile devices must be iOS 11 or greater.
- Android™ digital mobile devices must be v9.0 (Pie) or greater (requires Google Play).

**Attachment C - RACI Template**

Code

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

City of Junction City (OR) Responsibility Matrix						
Project Name:	JCPD RMS					
Project Manager:						
Stakeholders						
JMS General Activities	EIS Project Mgr	City Project Mgr	City IT	City Business Lead	EIS Technical Services	EIS Services & Training
Initiation (Concept Phase)						
Project Request	P S	S	P	P	S	-
Define Objectives, Deliverables	A	A	A	I	P	-

Project Organization	A	A	I	I	-	-
Risk Assessment	P	P	I	I	-	-
Develop Project Charter	A	A	S	S	-	-
<b>Elaboration (Planning Phase)</b>						
Project Schedule	A	A	I	I	-	-
Communications Plan	A	A	I	I	-	-
Specifications	P	S	P	I	-	-
Architecture	P	P	A	I	-	-
Interface Design	P	S	I	I	A	-
Software Configuration	P	P	I	P	I	A
Test Plan	P	P	I	I	P	A
<b>Deployment and Configuration (Execution Phase)</b>						
Hardware Installation and Deployment	R	P	A	P	R	-
Configuration Control (e.g. testing)	A	S	-	P	P	P
Software Deployment (Workstation)	R	P	A	P	R	-
Software Deployment (Server)	R	-	I	-	A	-
3rd party system coordination and connectivity (Interfaces)	I	A	I	I	I	
Data Conversion	I	S	P	P	A	P
Interface Implementation	P	S	P	P	P	-
Documentation	I	I	-	P	-	A
Training Curriculum	I	I	-	P	-	A
Training Scheduling	P	P	I	A	-	P
Configuration Management	P	S	P	P	P	P
<b>Transition (Testing / Rollout Phase)</b>						
Interface Testing	P	S	P	A	P	P
Application Testing	P	S	P	A	P	-
Integration Testing	P	S	P	A	P	-
Data Conversion Testing	P	P	P	S	P	P
Rollout	P	S	P	P	P	P
User training	P	S	-	A	P	P

Project Close	P	S	P	P	-	-
Lessons Learned	P	P	P	P	P	P

# EXHIBIT B

## COST DETAILS

**PRICING PROPOSAL**

Agency: **Junction City Police Department**  
 Address: **672 Greenwood Street**  
 Address: **Junction City, OR 97448**  
 Contact: **Chief Mark Waddell**  
 Telephone: **(541) 998-1245**

Proposal Number: **240401 Rev 4**  
 Proposal Date: **4/28/25**  
 Proposal Expiration Date: **10/28/25**  
 Prepared By: **JLB**  
 PR SOW:

**System Components**

	<u>Software Licensing</u>	<u>Services</u>	<u>1st Year Support</u>
Records Management System	\$44,240.00		\$9,732.80
RMS Interfaces	\$6,300.00		\$2,266.00
M2 Message Switch & ORLEDS Keys	\$11,660.00		\$2,565.20
Installation & Training Services		\$34,156.00	
Data Conversion - CMI Justice RMS		\$15,488.00	
	<b>\$62,200.00</b>	<b>\$49,644.00</b>	<b>\$14,564.00</b>
	<b>SUB-TOTAL</b>	<b>\$111,844.00</b>	
	<b>1st Year SaaS</b>	<b>\$1,200.00</b>	
	<b>1st Year Support</b>	<b>\$14,564.00</b>	
	<b>SW &amp; SER TOTAL</b>	<b>\$127,608.00</b>	

- Pricing does not include applicable state and local tax.

Due on Contact Execution	40%	\$51,043.20
Due on Installation	30%	\$38,282.40
Due on Completion of Training	20%	\$25,521.60
Due on Go-Live	10%	\$12,760.80
<b>TOTAL STARTUP COST W. 1st YEAR WARRANTY</b>		<b>\$127,608.00</b>

## PRICING PROPOSAL

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**Proposal Number: 240401 Rev 4**  
**Proposal Date: 4/28/25**  
**Proposal Expiration Date: 10/28/25**  
**Prepared By: JLB**  
**PR SOW:**

## System Components

### Law Records Software

#### Law Enforcement Records Management System

**BASE LAW RMS MODULES**

- SYSTEM SECURITY
- MASTER NAME INDEX
- MASTER VEHICLE INDEX
- MASTER PROPERTY INDEX
- MASTER LOCATION INDEX
- PERSONNEL
- INCIDENT
- OR IBR COMPLIANT REPORTING

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

- CASE ASSIGNMENT/TRACKING
- BOOKING
- CITATION
- ARREST/PRE-BOOKING
- WARRANTS
- INCIDENT APPROVAL
- CALLS FOR SERVICE IMPORT
- CAPITAL EQUIPMENT INVENTORY

Part #	Description	Investment	Quantity	TOTAL	Support - Std	SaaS - 1st Yr
RMSSVA	<b>RMS Application Server Software - Tier A</b> <i>This is the base RMS solution, with all the features listed above included. Interfaces to import/export data to other systems are listed separately on the options page.</i>	\$39,400.00	1	\$39,400.00	\$8,668.00	
PMSPROP	<b>RMS Property Manager - Tier A</b> <i>This module provides for a robust expanded separate client application in which property and evidence staff may manage the intake, storage, and release process.</i>	\$3,300.00	1	\$3,300.00	\$726.00	
RMSPKPROA	<b>PocketProperty Software - Tier A</b> <i>This allows for a mobile iOS or Android device to access property room data and perform property room functions, such as inventory, chain-of-custody, and location updates.</i>	\$1,540.00	1	\$1,540.00	\$338.80	

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**Prepared By: JLB**  
**PR SOW:**

<b>Web Hosted Citizen's Service Portal - Tier A</b>	\$1,200.00	1		\$1,200.00
<i>The Web Hosted Application allows for agency-designated reports and incidents to be posted to a publically viewable website for citizen's to see "crime mapping" and other agency configured incident data, such as general call type and time. In addition, the agency can configure online reporting and allow citizen's to file online reports, then routed for approval and transfer to the RMS. (The investment cost reflects the first year's subscription cost)</i>				
			<b>RMS Software</b>	<b>\$44,240.00</b>
				<b>\$9,732.80</b>

**M2 Message Switch & ORLEDS Keys**

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>
MATXA	<b>M2 Data Switch - Tier A</b> <i>This software is required for the CAD, RMS &amp; JMS systems to share data bi-directionally between themselves and interfaces.</i>	\$4,620.00	1	\$4,620.00	\$1,016.40
	<b>ORLEDS Inquiry Adapter (Includes 7 Standard Keys)</b>	\$7,040.00	1	\$7,040.00	\$1,548.80
	<b>QA</b> – Stolen Article				
	<b>QH</b> - Criminal History record				
	<b>QG</b> – Stolen Gun				
	<b>QR</b> – Criminal History by SID/FBI#				
	<b>QW</b> - ORLEDS/NCIC Persons file plus OR DL check				
	<b>QV</b> – Stolen Vehicle				
	<b>QB</b> – Query Boat				
	<i>These inquiry keys allow for the query types listed above to be performed from within RMS without the need for re-entry of data.</i>				
				<b>Message Switch &amp; ORLEDS Options</b>	<b>\$11,660.00</b>
					<b>\$2,565.20</b>

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Proposal Number: **240401 Rev 4**  
 Proposal Date: **4/28/25**  
 Proposal Expiration Date: **10/28/25**  
 Prepared By: **JLB**  
 PR SOW:

**RMS Interfaces**

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>
	<b>Reportbeam (APS) Accident &amp; Citation Import Interface</b> <i>This interface imports accident data (persons, vehicles, event information &amp; OR crash report as a PDF)(subject to APS export) and citation data (persons, vehicles &amp; charges) into the applicable modules of the RMS, to allow to master index population, querying &amp; reporting/analysis.</i>	\$10,300.00	1	\$10,300.00	\$2,266.00
				<b>OR New Agency Interface Disc</b>	
				<b>-\$4,000.00</b>	
				<b>RMS Interfaces</b>	<b>\$2,266.00</b>
				<b>Estimated RMS Software Total</b>	<b>\$14,564.00</b>
				<b>\$62,200.00</b>	

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**Prepared By: JLB**  
**PR SOW:**

**Professional Services**

**Project Services - Installation**

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>		
SRVH1	Project Management & Coordination Services	\$242.00	48	\$11,616.00
SRVH2	Technical Services	\$242.00	20	\$4,840.00
SRVH6	System Configuration Services	\$242.00	24	\$5,808.00
SRVH3	CSP Configuration (Hosted SaaS)	\$242.00	2	\$484.00
<b>Installation Services Total</b>				<b>\$22,748.00</b>

**Project Services - Training**

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>	<u>Units</u>	
SRVH7	RMS User Training (8 hours)	\$1,936.00	2	\$3,872.00
SRVH8	RMS Administration Training (8 hours)	\$1,936.00	1	\$1,936.00
<b>Training Services Total</b>				<b>\$5,808.00</b>

**Project Expenses**

SRV5	Travel & Per Diem	\$5,600.00
<b>Install &amp; Training Expenses Total</b>		<b>\$5,600.00</b>
<b>Installation and Training Total</b>		<b>\$34,156.00</b>

**PRICING PROPOSAL**

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**Prepared By: JLB**  
**PR SOW:**

**Data Conversion - CMI Justice RMS**

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

SRVH5	Data Conversion - CMI Justice RMS Case Records, Master Indexes, Including Locations, Persons, Involvements, Narratives, Vehicles, Articles, Evidence & Supplements	<b>\$15,488</b>
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Sub-Total for Estimated Data Conversion Costs	<b>\$15,488</b>
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***(Subject to accessibility of customer data in a convertible format)***

SRVH5 Data Conversion Services provided at standard rate of \$266/hour USD.

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

**EIS Responsibilities**

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

**Agency Responsibilities**

- a. Provide conversion database(s) to EIS as mutually agreed.

## PRICING PROPOSAL

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**Prepared By: JLB**

**PR SOW:**

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

## PRICING PROPOSAL

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**Prepared By: JLB**

**PR SOW:**

## System Support Matrix

### System Support Cost Calculations

1. EIS warrants the system software, customizations and services with standard EIS provided tier 1 7X24 warranty service.
2. Installation, Training and other Professional Services will not be included in the support calculations.

## Calculated Support Costs for On-going Support and Maintenance

<b>Base Support Cost</b>	<b>First Year</b>
	\$ 14,564.00

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**Prepared By: JLB**  
**PR SOW:**

**Optional Items**

**MOST OPTIONAL ITEMS WILL REQUIRE ADDITIONAL PROFESSIONAL SERVICES HOURS IN ORDER TO INSTALL AND CONFIGURE**

**RMS Optional Interfaces**

		<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>
ORLEDSE	<b>ORLEDS Entry Adapter</b> <i>This adds the Entry/Clear/Cancel keys for the same 7 query types listed above. Information directly from an RMS module can be imported into the entry screen without having to re-enter the data.</i>	\$13,860.00	1	\$13,860.00	\$3,049.20

## PRICING PROPOSAL

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**Prepared By: JLB**

**PR SOW:**

### Notes to Pricing

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

# EXHIBIT C

## WASHINGTON COUNTY PUBLIC SAFETY SOFTWARE CONTRACT #20-0095



**PERSONAL / PROFESSIONAL SERVICES CONTRACT**

This contract is between Washington County, a political subdivision of the State of Oregon (“County”), and Executive Information Services, Inc (EIS, Inc) (“Contractor”).

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

**SECTION 1 - PURPOSE AND STANDARD OF SERVICES**

- 1.1 This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor.
- 1.2 Services performed by Contractor shall be performed to the standards described in Section 30 of the County Contract Terms and Conditions below.

**SECTION 2 - CONSIDERATION**

- 2.1 Contractor shall perform the work described in Attachment A, in consideration for which County agrees to pay for the work in the manner as further described in this contract.
- 2.2 The maximum amount payable under this contract is \$ 785,170.00; unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.
- 2.3 If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.
- 2.4 Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

**SECTION 3 – CONTRACT TERM**

- 3.1. The effective date is: 1/10/2020, or upon final signature, whichever is later.
- 3.2. The expiration date is: 1/10/2021, unless otherwise amended.
- 3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

**SECTION 4 – ADDITIONAL DOCUMENTS AND ATTACHMENTS**

4.1 The following documents are incorporated into this contract:

- Solicitation # 2019.050P.
- Contractor’s response dated \_\_\_\_\_.

4.2 The following Attachments are incorporated into and made a part of this contract:

- Attachment A – Statement of Work/Schedule/Payment Terms
- Attachment B - Modifications to Contract Terms and Conditions
- Attachment C - Modifications to Standard Insurance Requirements
- Attachment D - Federal Certifications
- Attachment E - State Insurance Program Requirements
- Attachment F – Business Associate Agreement
- Attachment G – PREA Policy Agreement
- Attachment J - Catalog of Federal Domestic Assistance
- Attachment Other – Prevailing Wage Standards
- Attachment Other - G- EIS Sales, Service and License Agreement
- Other - \_\_\_\_\_

4.3 In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract, as modified by Attachment B, Attachment C, Attachment D, Attachment E, Attachment J and Prevailing Wage Standards; Attachment A; the remaining attached items checked in section 4.2; the Solicitation; and Contractor’s response.

**SECTION 5- COUNTY CONTRACT ADMINISTRATOR**

Contract Administrator Name: Wayne Flynn

Telephone: 503-846-8053

Email: Wayne\_Flynn@co.washington.or.us

Address: 155 N First Ave, Suite B-14, Mailstop: 1

City/State/ZIP: Hillsboro, OR 97123

**CONTRACT TERMS AND CONDITIONS**

1. **Subcontracts and Assignment.** Contractor shall not enter into any subcontracts for any of the work required by this contract or assign or transfer any of its interest in this contract, without the prior written notice to County. County shall have 10 working days to object. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
2. **Third Party Beneficiaries.** County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.
4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Each party shall be responsible for its own costs and attorney fees for any claim, action suit or proceeding, including any appeal.
5. **Remedies Cumulative.** All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
7. **Public Contracting Statutes.** ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.
8. **Independent Contractor.**
  - 8.1 Contractor shall perform the work required by this contract as an "Independent Contractor." Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
  - 8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an "officer", "employee", or "agent" of the County, as those terms are used in ORS 30.260 et. seq.
  - 8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract.

8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County's written consent, any obligation of Contractor to indemnify County for any actions under this contract.

**9 Environmentally Preferred Products/Material Safety Data Sheets.** Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

**10. Nondiscrimination.** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

**11. Termination.**

11.1 This contract may be terminated under the following conditions:

- a. By mutual consent of both parties.
- b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.
- c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.
- d. County may terminate this contract immediately upon declaration of bankruptcy by Contractor or Contractor is taken into receivership.

11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.

11.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.

11.4 In addition to its other rights to terminate, either party may terminate this Agreement, in whole or in part, for convenience upon thirty days' prior notice to the other party. During this thirty-day period, each party shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on the other party from such winding down and cessation of services.

11.5 The rights and remedies of each party provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.

11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

**12. Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract

13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.
14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:
  - 15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
  - 15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
  - 15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
  - 15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
  - 15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
  - 15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.
16. **Oregon Registration.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract.
17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.
18. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
19. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.
20. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract for the purpose of making audits, examinations, excerpts,

copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions. If OMB Circular A-133 is applicable to this Agreement, then Contractor shall supply County with Contractor's DUNS Number.

21. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.
22. **County Policies.** During the performance of this contract, Contractor shall follow County's Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission's guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Workplace Discrimination, Harassment and Retaliation Prevention Policy, Workplace Violence Prevention Policy, Smoke Free Campus Policy and Personal Information Protection Policy. All subcontracts shall also comply with these provisions.
23. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.
24. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.
  - 24.1 **Workers Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
  - 24.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
  - 24.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.
  - 24.4 **Professional Liability/Errors and Omissions Insurance.** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.

- 24.5 Extended Reporting Coverage (“Tail Coverage”).** For Professional Liability/Errors & Omissions Insurance written on a “claims made” basis and for any other required liability insurance provided on a “claims made” basis, Contractor shall provide “tail” coverage at the completion of the contract for a duration of thirty-six (36) months or continuous “claims made” liability coverage provided for thirty-six (36) months following contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided the retroactive date of the coverage is on or before the effective date of this contract.
- 24.6 Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- 24.7 Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor’s services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- 24.8 Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- 24.9 Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.
- 25. Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.
- 26. Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
- 27. Protecting the Federal Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debars Contractors to protect the Federal Government’s interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.
- 28. Security of Information**

  - 28.1** The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
  - 28.2** No County Contractor will print a person’s full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

**28.3** Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, cds or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

**29. Performance Standards.** Unless the Contractor is providing architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, as defined in ORS 279C.100, the Contractor must meet the established industry or business performance standards most closely involved in providing the goods or services.

**30. Remedies.** The consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:

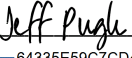
- a. Reducing or withholding payment;
- b. Requiring the Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
- c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

**31. Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

**SECTION 6 – SIGNATURES**

**FOR CONTRACTOR:**

**By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.**

DocuSigned by:  64335E59C7CD4C5... Authorized Signature	1/27/2020
_____	_____
Jeff Pugh	Executive Vice-President
_____	_____
Printed Signatory Name	Title

Business Name or DBA(Check Payable to): Executive Information Services, Inc.

Address: 1396 NE 20th Ave., Building 100,

City, State, Zip: Ocala, Florida 34470

Email: \_\_\_\_\_


CCB Number and/or DUNS Number (if applicable): 617616110

**Contractor Contact Person:**

Contractor Contact Person: Adam Missler Phone: (856) 701-6107

Contractor Contact Email: adam@goeis.net

**FOR COUNTY:**

DocuSigned by:  7CE70623E43542D... Authorized Signature	1/27/2020
_____	_____
Deputy County Administrator	
_____	
Printed Signatory Title	

DocuSigned by:  
  
0A02924E480543C...  
Gregg Merlihan

Senior Executive Vice President

1/27/2020



**ATTACHMENT A**

**WASHINGTON COUNTY JMS STATEMENT OF WORK**

**Version 3 - 12/9/2019**

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# STATEMENT OF WORK

## Washington County Sheriff's Oregon

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### Purpose

The purpose of this document is to define the software and services being provided by EIS Corporation (EIS) to the Washington County Sheriff's Office (WC), OR as part of the Jail Management System (JMS) project. The activities associated with the implementation of each of the Jail systems has been identified through a set of tasks itemized within this Statement of Work (SOW). In some cases, a single task will combine the required activity to satisfy both systems.

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

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### Deliverables Overview

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

- **Project Organization.**

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

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

- **Customer Organization Meeting**

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

- **Project Specification and Implementation Plan**

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

The EIS Project Manager shall coordinate with the Agency assigned Project Manager by regularly providing an up-to-date EIS Project Plan to maintain and manage the master project schedule including the development of schedules, determination and assignment of tasks, and schedule adjustments and may be made available for online viewing.

The initial EIS Project Plan shall be developed in conjunction with the Agency Project Manager upon project commencement and shall be submitted for acceptance. The activities that are scheduled to begin between submission of the initial EIS Project Plan and acceptance thereof shall not be delayed before acceptance of the initial EIS Project Plan.



- WC and EIS develop and accept a functional Project Plan. The Project Plan will include a project synopsis, project organization and staffing, overview of deliverables, implementation schedule, training plan, data conversion plan, and cut-over and live operation plans.
- The Project Plan is jointly developed by the EIS Project Manager and WC Project Manager, and mutually approved.
- It is estimated that the full implementation will require approximately **Twelve (12)** months from date of order. Due to the scope, the implementation may be phased to accommodate individual WC schedules and EIS resources.
- **System Preparation**
  - EIS Staff will configure the EIS system on the County provided windows operating system and hardware to the agreed deliverables and complete any required custom programming and configuration tasks as specified in the project plan.
  - EIS deploys contracted interfaces in accordance with the interface specifications.
  - EIS to Complete an initial test data conversion. WC will validate conversion.
- **Installation and Configuration**
  - Installation and Configuration phase is done on the WC system and consists of a concentrated functional review workshop, followed by review sessions as specified in the project plan.
  - EIS will install the system and required interfaces on the customer site.
  - EIS will train the designated WC system administrators in the JMS system, theory and use.
  - EIS and WC staff will configure the initial data tables, workflow, and processes in coordination with agency subject matter experts.
  - EIS will perform Data Conversion and will verify data completeness and accuracy in accordance with the agreed upon data migration plan.
  - EIS will provide system documentation, including user manuals, application notes, and machine-readable manuals with rights to reproduce within the agencies.
- **Customer Validation and Testing**
  - WC will perform a validation of data conversion for business use.
  - WC will perform Functional Acceptance Testing for an agreed upon period to ensure the JMS system and supporting components installed are operational at WC, providing an environment for WC to define internal operation policies and validate the system for operational use.
  - WC will develop any in-house required procedures or policies for operation of the new system.
  - EIS will Complete Configuration Acceptance test with WC and schedule live operation transition.
- **Live Operation**
  - EIS arrives on site to resolve outstanding issues and complete any required updates.
  - WC JMS users are trained on the use of the system and training documents are provided.
  - EIS to complete final data conversion, WC to validate final data conversion.
  - EIS and WC users complete the acceptance testing and WC sponsor must provide signoffs. The system converts to live operation.
  - EIS provides on-site start-up support and go-live assistance.



- **Hardware**
  - WC to provide selected Hardware Equipment as specified in the pricing proposal.
- **System Software**
  - Jail Management software suite and supporting applications, interfaces and customizations as listed in this document and in accordance with the detailed responses provided by EIS in association with the items detailed in the SOW.
  - M2 message switch and interface to the State of Oregon ORLEDS system. This interface will provide a defined set of integrated inquiry and entry capabilities for the other subsystems.
  - PocketJMS software to be installed on WC provided wireless hardware.
  - JMS Pre-Booking software.
  - Text to Data EngineDL Credential Mapping Templates
  - Media Streaming Service
  - BioMetric Engine/Fingerprint Verification Engine
  - Programs module
- **Data Conversion**
  - WC Tiburon– Jail data migration
  - WC Tiburon Mugshots– Image File Migration
  - WC PSWEB Application – Local SQL Database (County Developed)
  - WC Jail Systems– Local Jail Database (County Developed)
  - WC Rehab– Local Jail Database (County Developed)
- **Interfaces**
  - Interfaces to Third Party Systems as Itemized within the interface task elements presented in this SOW.
- **Training Services**
  - Training as agreed in the Implementation Plan, within the training hours purchased by the WC;
  - Administrator
  - End User
- **System Documentation**
  - Specified System documentation. EIS will provide system documentation in electronic format only.
  - JMS Users Guide
  - JMS Training Guide
  - JMS Supporting specialty manuals (as developed)

## **Additional Project Information**



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## Substitute Products

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

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## Training Information

The WC must provide a training location with a minimum of 20 workstations for training that meet the minimum hardware requirements for JMS. The training location must be free of distractions and scheduling of staff must be uninterrupted for the duration of the training. WC will ensure that a subject matter expert level staff member is present during each training who can address agency policy and procedure questions that arise during the training and are not addressed in the use policy document.

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

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

1. JMS Administrator Training.
2. Direct End-User training for designated users of the system within the WC.
3. Train the Trainer Training for agency designated JMS Trainers.
4. System documentation, including user manuals, application notes with rights to reproduce within the agencies.

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## System Interfaces

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

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

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## Change Control Procedures

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

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



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

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

1. A "Change Request" (CR) prepared in a form and format acceptable to both WC and EIS will be the vehicle for communicating change.
2. A "Change Request" must describe the requested change, the rationale for the change, and any anticipated effect the change will have on the contract and/or the work performed under the contract.
4. WC and/or EIS should complete all reviews and officially approve or reject an issued "Change Request" within ten (10) business days of receipt.
5. Resolution of open issues concerning the definition, submission, acceptance, rejection, or implementation of all "Change Request" 's will occur via resolution process mutually selected by and agreeable to WC and EIS.

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## **Custom/Project Software Development**

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

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## **Other Issues**

The WC is responsible to provide all hardware and software that conforms to the minimum requirements as outlined by EIS (See EIS publication on minimum hardware software standards).

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## **Exclusions**

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



## Project Organization and Management Tasks

### Task PO 1: Project Management

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

**Task Description:**

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

**Responsibilities:**

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

- a) Maintain project communications with the WC's Project Manager.
- b) Manage the efforts of EIS staff and coordinate EIS activities with the WC's project team members.
- c) Resolve deviations from the Project Schedule.
- d) Monitor the project to ensure that support resources are available as scheduled and as identified in the project plan.
- e) Coordinate and oversee the installation of all licensed EIS/EIS application software.
- f) Review and administer change control procedures through the WC's Project Manager, commonly referenced as a "Change Request" (CR), issued by the EIS Project Manager.
- g) Conduct status meetings via telephone or email with the WC's Project Manager, as reasonably required, to discuss project status and prepare status reports as agreed upon.
- h) Provide timely responses to issues related to project progress raised by the WC's Project Manager.
- i) Working with the WC Project Manager, develop and maintain a Project Task List to identify project tasks and deadlines.

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

- a) Maintain project communications with EIS's Project Manager.
- b) Identify the efforts required of WC staff to meet the WC's task requirements and milestones in the Statement of Work and Project Schedule.
- c) Review the preliminary Project Schedule with EIS's Project Manager and assist EIS in developing a detailed Project Schedule defining the detailed tasks and a schedule of EIS and WC responsibilities.
- d) Measure and evaluate progress against the Project Schedule.
- e) Monitor the project to ensure that WC support resources are available as scheduled.
- f) Attend status meetings with EIS's Project Manager.
- g) Provide timely responses to issues related to project progress raised by EIS's Project Manager.
- h) Liaison and coordinate with other WC agencies, other governmental agencies and the WC's contractors.



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

**Dependencies:**

Assignment of Project Managers.

**Completion Criteria:**

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

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## Task PO 2: Project Organization Meeting

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

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

The initial project organization meeting is a facilitated work session designed to establish project organization and reporting and to set initial parameters on the overall project implementation. A key objective of this meeting is to



provide implementation assistance to WC personnel and answer outstanding questions and concerns related to the project.

The objectives of this task are:

- To introduce all project participants and review roles of key participants;
- Review contractual requirements and overall scope of the project;
- Answer key customer questions and address concerns related to the project;
- Establish a clear chain of communication, authority and reporting procedure;
- Review resource and scheduling requirements;
- Review and collect interface data;
- Review the implementation procedures and establish a general timeline for the project to include any known administrative delays that may affect project implementation;
- Finalize Hardware Requirements to support the JMS system and peripheral applications;
- Site Tour;
- Acquire information sufficient to begin the development of the following project plans;
  - Implementation Plan
  - Responsibility Matrix
  - Training Plan
  - Acceptance Test Plan
  - Interface Plan
  - Conversion Plan

**Dependencies:**

Executed and accepted contract.

**Completion Criteria:**

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



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## Task PO 3: Hardware Requirements and Site Preparation

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

**Task Description:**

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

**Responsibilities:**

EIS will:

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

WC will:

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

**Dependencies:**

WC IT resources, including:

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

**Completion Criteria:**

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

---

## Task PO 4: Develop Project Schedule Document

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



### Task Description:

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

EIS will:

- a) Review with WC personnel the identified implementation tasks, priorities, inter-dependencies and other requirements needed to establish the Project Schedule.
- b) Prepare the Project Schedule document and deliver the first version of the implementation and training plan to the WC.
- c) Review the Project Schedule with WC personnel and make changes and/or corrections that are mutually agreed upon.
- d) Assume accountability for all EIS supplied tasks within the Project Schedule.

WC will:

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

### Dependencies:

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

### Completion Criteria:

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

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## Task PO 5: Project Definition and JMS Functional Review Workshop

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

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

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

### Responsibilities:

EIS will:



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

WC will:

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

**Dependencies:**

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

**Completion Criteria:**

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



## Project Plan

### Task PP 1: Project Plan

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

**Task Description:**

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

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

**Responsibilities:**

EIS Will:

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

WC Will:

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

**Dependencies:**

**Completion Criteria:**

This task is complete upon acceptance of the initial project plan by WC project manager.

### Task PP 2: Acceptance Test Plan(s)

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

**Task Description:**

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



- a) Installation Acceptance Test Plan – Certification of the initial baseline software deployment.
- b) Functional Test Plan – Certification that the system is configured according to deployment specifications, including WC specific configurations and customizations.
- c) Data Conversion Acceptance Test Plan – Certification that the data conversion has been completed in accordance with the data conversion plan.

**Responsibilities:**

EIS Will:

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

WC Will:

- a. The WC Project Manager will review and approve the Acceptance Test Plan.

**Dependencies:**

**Completion Criteria:**

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



## Hardware & Platform Delivery Tasks

### Task HW 1: Review WC Production Server Hardware

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

**Task Description:**

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

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

**Responsibilities:**

EIS will:

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

WC will:

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

**Dependencies:**

- 1. WC provided server hardware must be installed and configured for use within the WC's network environment.
- 2. All WC provided server-side software is loaded and configured for use.
- 3. EIS technical/installation group must be granted access to the servers at an administrative level.

**Completion Criteria:**

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



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

**Objective:** The objective of this task is to install the supporting Microsoft SQL Server Database software instance on the production server(s) and certify the Microsoft SQL Server DB configuration as ready to use.

### Task Description:

County IT to install the County-provided Microsoft SQL Server Database software to on County provided database server hardware. The SQL Server database software will be installed on production and test servers by County IT utilizing Mixed-Mode access, and full permission rights will be granted to EIS installation personnel. EIS installation staff will configure the supporting Microsoft SQL Server Database software with the system data tables and permission set required to support the delivered PS.NET application software (and specified County configurations), on the designated County-provided server.

### Responsibilities:

EIS will:

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

WC will:

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

### Completion Criteria:

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

### NOTES:

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



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

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

**Task Description:**

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

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

**Responsibilities: Same as Task HW1**

**Dependencies: Same as Task HW1**

**Completion Criteria:**

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

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## Task HW 4: EIS provided JMS Hardware and peripheral equipment.

**Objective:** Order, receive, install and test any hardware components as ordered and listed in contract to be provided by EIS associated with the project.

**Task Description:**

Objective involves the loading and configuration of any WC purchased required third-party software to support deployment of EIS delivered Hardware. Any JMS or RMS hardware and software components included as a contract deliverable will be ordered, delivered and installed at this time per the project plan.

**Responsibilities:**

EIS will:

- a) Ensure delivery to the WC EIS supplied equipment as appropriate.

WC will:

- a) Formally acknowledge receipt of EIS provided hardware, subject to 5 business day inspection.
- b) Provide appropriate electrical, network connections and supporting components as required within the environment to which the hardware will be deployed.
- c) Install and deploy EIS provided components as required and certify as available and ready for use within the system, in accordance with the project timeline.
- d) Install and deploy any required third-party software to support EIS provided hardware.
- e) Be available to address an answer questions, modify configurations, and modify and permissions if required during the installation.

**Dependencies:**

1. Receipt of formal order in the form of a PO, project Change Order or contract for the purchase of EIS provided hardware.



**Completion Criteria:**

This task is considered complete when the EIS provided hardware components as indicated in the contract have been delivered to the WC as defined in the acceptance plan.



## Software Deliverable Tasks

### Task SFTW 1: Deliver JMS Application Software

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

**Task Description:**

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

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

**Master Inmate Management (JMS Master Inmate)**

Standard, general release, JMS system master inmate management application. Included administrative Index management application, merge, expunge and seal.

**Booking**

General booking process forms.

**Inmate Property**

General release, inmate property modules.

**Jail Incident Reporting**

Standard, general release, jail incident management.

**Jail Housing**

Standard, general release, jail housing management.

**Inmate Classification/Assessment**

Standard, general release, inmate classification/assessment.

**Inmate Sentencing**

Standard, general release, inmate sentencing.

**Jail Log**

Standard, general release, jail Log.

**Inmate Movement**

Standard, general release, inmate movement.

**Inmate Meal Restrictions**

Standard, general release, inmate meal restrictions.

**Inmate Release**



Standard, general release, inmate release.

**Inmate Schedule**

Standard, general release, inmate schedule.

**Inmate Transport**

Standard, general release, inmate transport.

**Jail Reporting**

Standard, general release, jail reporting module.

**Inmate Visitation**

Provide standard, general release, inmate visitation.

**Professional Visitation**

Provide standard, general release, professional visitation module

**Inmate Mugshot**

Provide standard, general release, advanced mugshot module.

**Inmate Lineup**

Provide standard, general release, inmate lineup module.

**Programs Module**

According to task SFTW 5

**Responsibilities:**

EIS will:

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

WC will:

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

**Completion Criteria:**

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

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**Task SFTW 2: Deliver M2 Server software**

**Objective:** EIS will deliver the primary M2 software modules on standard exchange media. This includes all software components (media and software license) including applicable documentation (software manuals).

**Task Description:**

M2 operates as the system message switch and is utilized in support of system interfaces, including ORLEDS. Deliver M2 Server software, ORLEDS Adapter software, JMS-M2 interface and supporting Software required to connect to the M2 message switch, including applicable M2 software licenses, as purchased by the WC and specified in the Contract.



### Responsibilities:

EIS will:

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

WC will:

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

### Completion Criteria:

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

### Notes:

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

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## Task SFTW 3: Deliver JMS Pre-Booking Server Software

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

### Task Description:

Complete the delivery of standard JMS Pre-Booking server software as indicated in the Contract delivered to the WC at the location specified in the contract.

### Responsibilities:

EIS will:

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

WC will:

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

### Completion Criteria:

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

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## Task SFTW 4: Deliver JMS Pocket JMS Software

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

### Task Description:

Complete the delivery of standard JMS Pocket JMS software distribution sets as indicated in the Contract delivered to the WC at the location specified in the contract



**Responsibilities:**

EIS will:

- a) Provide deployment of software via the Apple store via redemption codes.

WC will:

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

**Dependencies:**

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

**Completion Criteria:**

This task will be completed when Pocket JMS software is made available to the agency for deployment via the Apple application store via the redemption model.

**Task SFTW 5: Deliver JMS Programs Application Software**

**Objective:** Deliver JMS Programs Server software licenses as purchased by the WC and specified in Contract on standard exchange media.

**Task Description:**

Provide the standard version of the EIS Programs software as listed in the Contract. EIS installation staff will install and configure the supporting EIS Programs application software with the appropriate configuration options and permission set to an agency provided instance of IIS, on the designated County-provided server.

**Responsibilities:**

EIS will:

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

WC will:

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

**Dependencies:**

- 1. Agency provided IIS web server and supporting .NET Framework (4.8 or higher)
- 2. WC will provide configuration parameters as requested

**Completion Criteria:**

When JMS Programs Application software is installed to specifications outlined in SOW and contract.

**Task SFTW 6: OPTIONAL: Deliver EIS Single Digit Fingerprint Verification Engine Software**

**Objective:** Deliver EIS Biometric Engine and Fingerprint Verification module software licenses and workstation software as purchased by the WC and specified in Contract.

**Task Description:**

Provide the standard version of the EIS Biometric Engine (Server Component) and Fingerprint Verification module software licenses software (Client Licenses – Site) as listed in the Contract. EIS installation staff will install and



configure the supporting EIS Biometric Engine software with the appropriate configuration options and permission set required to support the delivered PS.NET application software, on the designated County-provided server.

### Responsibilities:

EIS will:

- a) Deliver all software components including applicable documentation (software manuals), as listed in Contract.
- b) Provide purchased Biometric Engine and supporting finger matching algorithms.

WC will:

- a) Accept software delivery and acknowledge receipt of EIS provided components.
- b) Provide access to WC fingerprint database.

### Dependencies:

1. None

### Completion Criteria:

This task will be completed when EIS Biometric Engine and Fingerprint Verification module software distribution set as listed in contract, are delivered to the WC at the location specified in the contract.

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## Task SFTW 7: Deliver EIS Media Streaming Software

**Objective:** Deliver EIS Media Streaming Service software.

### Task Description:

Provide the standard version of the EIS Streaming Media (Server Component) licenses software. The addition of the media streaming service will enable the storage and revival of video and audio files within the JMS Inmate media module and the incident report media module.

*Note: EIS Streaming Media Services Server applications are comprised of a set of CPU & Disk IO intensive software components operating to managing the encoding and streaming of large volume multi-media files (Audio and video). When operating, these applications can have a significant impact on overall system resources. In order to minimize system level performance impacts the Media Streaming Services must be installed on a dedicated server with direct access to large volumes of network storage.*

### Responsibilities:

EIS will:

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

WC will:

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

### Dependencies:

1. None

### Completion Criteria:

This task will be completed when EIS Streaming Media Server software distribution set as listed in contract, are delivered to the WC at the location specified in the contract.



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## **Task SFTW 8: Deliver JMS Documentation & WC System Deployment Documentation**

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

**Task Description:**

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

Documentation Includes:

- System Deployment Guide
- Jail Users Guide
- Pocket JMS Users Guide
- Jail Training Guide
- Any other document specified in the project plan.

**Responsibilities:**

EIS will:

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

WC will:

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

**Completion Criteria:**

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



# Installation and Configuration Services

**Note:** EIS will normally install the JMS software remotely prior to onsite configuration. The initial installation will be to production level servers and will include the approximation of NCIC and State required code table values. EIS will additionally provide a first cut data conversion including the JMS data migrated from the legacy systems for initial evaluation. EIS will then schedule an Installation/Configuration Workshop or series of workshops to install final system components, conduct system administrator training, configure the system, verify initial data conversion, and verify system operation. WC will be responsible to provide all system hardware unless specifically noted in the Contract or this Statement of Work.

## Installation and Configuration Services Tasks

### Task INS 1: Configure the WC-provided Microsoft SQL Server Database software on Production Server

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

**Task Description:**

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

**Responsibilities:**

EIS will:

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

WC will:

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

**Dependencies:**

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



### **Completion Criteria:**

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

### **NOTES:**

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

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## **Task INS 2: Configure the WC-provided Microsoft SQL Server Database software on Test/Training Server**

**Objective:** Configure the WC-provided Microsoft SQL Server Database software on the Test/Training server, load JMS and supporting database schemas and certify the Microsoft SQL Server DB configuration as ready to use.

### **Task Description:**

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

### **Responsibilities:**

EIS will:

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

WC will:

- d) Install and configure designated database server hardware on WC's network (Hardware).
- e) Provide access to WC-provided hardware/server components to EIS installers. WC provided hardware and/or software must meet EIS recommended specifications and configuration.
- f) Be available to address an answer questions, modify configurations, and modify security and permissions if required during the installation.
- g)

### **Dependencies:**

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

### **Completion Criteria:**

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

### **NOTES:**



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

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### **Task INS 3: Install and Configure Licensed EIS Software on the WC-provided Production servers.**

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

**Task Description:**

Task includes:

- a. Baseline Oregon state code tables.
- b. Deployment of a standard JMS workstation installation/distribution set.
- c. Deployment of a standard supporting workstation installation/distribution set as noted in the project plan.

**Responsibilities:**

EIS will:

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

WC will:

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

**Completion Criteria:**

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

---

**Task INS 4: Install and Configure Licensed EIS Software on the WC-provided Test/Training servers.**

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

**Task Description:**

Task includes:

- a. Baseline Oregon state code tables.
- b. Deployment of a standard JMS workstation installation/distribution set.
- c. Deployment of a standard supporting workstation installation/distribution set as noted in the project plan.

**Responsibilities:**

EIS will:

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

WC will:

- a) Perform site and hardware preparation as described and certify that Test/Training Servers are ready to receive application software.
- b) Ensure all WC provided hardware meets minimum required specifications.
- c) Ensure all required network protocol connectivity, firewalls and web services required to attach the JMS application to the SQL Server database, are provided by the WC and certified as operational prior to onsite installation by the EIS technicians.
- d) Deploy the JMS software either over the network or with the assistance of EIS staff to all desired workstations.



- e) Review system configuration and report any discrepancies to EIS Installation staff within 5 days of EIS certification.

**Completion Criteria:**

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

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## Task INS 5: Install and Configure the JMS Pre-Booking Application

**Objective:** Install Pre-Booking software and provided supporting software required to collect Pre-Booking inmate Information via web application, as purchased by the WC and specified in Contract.

**Task Description:**

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

Task includes:

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

**Responsibilities:**

EIS will:

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

WC will:

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

**Completion Criteria:**

This task will be completed upon the installation and configuration of an operational JMS Pre-Booking baseline application software on WC provided JMS servers (Production and Training servers) and the delivery of a standard software workstation deployment set accepted by WC as defined in the acceptance plan.



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## Task INS 6: Install and Configure the JMS Programs Application

**Objective:** Install Programs software and provided supporting software required to support the Inmate Programs application, as purchased by the WC and specified in Contract.

**Task Description:**

EIS will install and test the Inmate Programs software modules on the WC provided equipment at WC facility. The Programs application will support the generation of jail provided classes, organize inmate enrollment and track participation with enrolled classes within a standard browser environment. The objective of this task is to install, and configure the baseline JMS inmate programs application software, on the designated WC-provided IIS server as designated in the implementation plan in accordance with the finalized system configuration. Deliver and test the primary EIS JMS Programs software modules on the equipment installed/provided by the WC at WC facility.

Task includes:

- a. The configuration of the JMS Inmate Programs web software installed on the designated server to conform to the baseline JMS Inmate Programs (not including WC specific configurations and customizations).

**Responsibilities:**

EIS will:

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

WC will:

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

**Completion Criteria:**

This task will be completed upon the installation and configuration of an operational JMS Inmate Programs baseline application software on WC provided JMS servers (Production and Training servers) and the delivery of a standard software workstation deployment set accepted by WC as defined in the acceptance plan.

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## Task INS 7: Install M2 Server software

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



**Task Description:**

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

**Responsibilities:**

EIS will:

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

WC will:

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

**Dependencies:**

- 1. Access to WC provided application server.

**Completion Criteria:**

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

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## **Task INS 8: Conduct JMS System Configuration Workshop**

**Objective:**

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

**Task Description:**

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



At the end of this workshop, the key WC staff should be familiar with the use and configuration of the system. Key WC staff should be able to complete security setup, table maintenance, and other end-user configuration tasks necessary for live operation. System Configuration Acceptance Testing to occur on completion of this task.

**Responsibilities:**

EIS will:

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

WC will:

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

**Dependencies:**

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

**Completion Criteria:**

This task is considered complete when EIS has concluded the JMS Configuration Workshop and identified to the WC the configurable options for the JMS application.

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## Task INS 9: JMS Functional Testing

**Objective:** Perform functional tests of JMS.

**Task Description:**

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

**Responsibilities:**

EIS will:

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

WC will:

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



**Completion Criteria:**

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

# System Preparation

## Project Configuration and Development Tasks

### Task Dev 1: JMS Configuration and Development

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

**Task Description:**

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

**Functional Modifications Include:**

**General JMS**

1. Definition of the WC workflow via the module tree presented within the primary JMS system within the existing workflow configuration options. There is no development work for this item.
2. Provide an agreed upon set of up to twenty (20) customized SSRS reports within the JMS. Reports can capture electronic signatures as part of report generation. Additional reports can be added to the project as need based on the standard EIS report development fees.
3. Provide Support for up to (5) Fillable PDF reports associated with inmate record.
4. Configure booking dashboard to display select subsets of the validation rule compliance indicator (Pass/Fail), within the current supported system ability and current configuration options. There is no development work for this item.

**Accounting (inmate)**

1. None – Will not be utilized as agency is utilizing Keefe.

**Pre-Booking**

1. Deploy and configure standard prebook application.
2. Configuration/development of up to (4) four printable booking document for implementation in the prebook module.



**Booking and Booking Complete Screen**

1. Configure jail validation rules within the current configuration options.

**Mugshot and Imaging**

1. None

**Inmate Property Screen**

1. None

**Charge Screen**

1. Provide field level review and enable/disable fields per agency preference within the currently supported configuration options.

**Bail/Bond Screen**

1. Deploy bail statement report to reflect WC's bail grouping and value calculation protocol.

**Sentencing and Sentence Calculation**

1. Configure and deploy initial sentence calculation tool within the sentence screen. Calculator will include sentence parameters associated with the charge and apply the good time and other standard calculated values in accordance with State of Oregon Standards. Additional details will be documented in a specification Sentence Calculation specification to be developed and approved by the EIS and WC.

**Inmate Release**

1. Configure inmate release dashboard/listing to include the WC required release data clearance elements within the current feature set of the application within the current configuration options.
2. Definition of the required/desired release validation rule indicators provided on the inmate release screen within the current configuration options.

**Inmate Programs**

1. Provide external EIS JMS programs Module

**Inmate Contact**

1. None

**Inmate Visitation**

1. Track visitor time arrived and credential check per mutually agreed specification.
2. Configure visitation location tracking per mutually agreed specification.

**Inmate Housing**

1. None

**Jail and Inmate Logs**

1. None



**Professional Visitation**

- 1. None

**Inmate Transportation**

- 1. None

**Inmate Incident Reporting**

- 1. None

**Inmate Billing**

- 1. None.

**Inmate Classification**

- 1. Configure inmate classification questionnaires and risk assessment responses within the current configuration options.

**Responsibilities:**

EIS will:

- a. Provide the above configuration/development changes.

WC will:

- a. Review and accept above listed configuration/development changes.
- b. Ensure that necessary certifications, approvals and other related issues will be completed by the WC at least ninety (90) calendar days prior to scheduled interface work.
- c. Ensure that the necessary technical support is made available for installation, testing and demonstration of the interfaces.
- d. Identify in writing each discrepancy between subsystem functionality and the provided EIS configuration/programming documentation.

**Dependencies:**

- 1. WC acceptance of EIS provided configuration/development changes.

**Completion Criteria:**

This task is considered complete when the JMS configuration and development enhancements have been deployed to the WC production instance of the JMS, has passed acceptance testing, and accepted by the WC project manager.

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## Task Dev 2: Jail Report Development

**Objective:** Develop and deliver departmental report/output and system printouts as determined in accordance with the contract and as agreed to during the system configuration review. Deliver up to 20 agency specific customized reports/printout generated from the JMS.



**Task Description:**

EIS will review the existing reports and printouts generated by the EIS JMS product and assist the agency in finding solutions for discrepancies in required reports and printouts, not existing in the system. EIS will provide 20 reports/printouts to be defined by WC for inclusion on the product under the terms of the agreement. Additional reports/printouts can be added via change order.

**Responsibilities**

EIS will:

- a) Schedule and participate in meetings and/or teleconferences to define the requirements of the departmental report/output and system printouts.
- b) Advise WC staff on report/printout options to meet requirements

WC will:

- a) Evaluate the JMS product existing report/printout options and notify EIS of discrepancies for new/changes to the allotted 20 provided.

**Completion Criteria:**

This task will be completed when the listed departmental (20) report/output and system printouts have been created, deployed, verified and accepted by WC.



## Interface Tasks

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

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

In the event current vendors change between execution of the contract and implementation a change order will be required for the new interface due to existing interfaces have been quoted based on EIS having existing experiences and our interfaces. While EIS will attempt to use existing interfaces for new requirements if possible, EIS reserves the right to require additional cost for interface changes post contract.

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

EIS:

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

WC:

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



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

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## Task Inter 1: JMS to Cogent Livescan Interface Export

**Objective:** Implementation of the EIS Cogent live scan interface. Provide a data transfer export of inmate demographic, arrest and charge data from the JMS to the WC's existing Cogent livescan system. Interface will be provided for the adult correctional facility.

### Task Description:

Cogent is the current livescan vendor. The WC is seeking to minimize duplication of data entry into the JMS across multiple systems. The interface is a one-way provision of inmate and arrest data to the Cogent livescan. Currently there is a single Cogent livescan system housed in the main booking area of the WC Jail.

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

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

EIS:

- a) Deploy the EIS JMS/ Cogent export interface.

WC:

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

### Dependencies:

1. WC acceptance of EIS provided interface deployment/programming specification.
2. Provision of the Cogent side of the interface.
3. Network Access to the required transaction point on the WC Network.
4. Assist the WC in testing the Cogent interface.



**Completion Criteria:**

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

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

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## Task Inter 2: Cogent to JMS Livescan Interface Import

**Objective:** Provide a data transfer import into the JMS of inmate information returned from Cogent to include the state assigned identifiers, such as FBI, SID and local Identification fields.

**Task Description:**

EIS has an existing bi-directional interface that can be implemented and provided to Cogent for implementation. This will allow EIS to import changes to the FBI/SID/AFIS/Local ID from Cogent to EIS JMS>

All costs (if any) associated with the provision of the interface from Cogent will be the sole responsibility of the WC. An EIS development specification detailing the interface will be provided to the WC for acceptance prior to the deployment of the EIS interface component.

EIS:

- a) Deploy existing Cogent import interface.

WC:

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

**Dependencies:**

1. WC acceptance of EIS provided interface deployment/programming specification.
2. Provision of the Cogent side of the interface.
3. Network Access to the required transaction point on the WC Network.
4. Assist the WC in testing the Cogent interface.

**Completion Criteria:**

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

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## Task Inter 3: JMS to APPRISS (VINE) Interface

**Objective:** Appriss provides a one-way extraction of jail data directly from the active EIS JMS database via a direct connection to production database or via managed database view. EIS, with assistance from County IT, will construct a read only SQL view exposing a select sub-set of JMS data to be used by Appriss for the purpose of supporting the VINES interface. Data base access and access accounts provided to Appriss will be provided by the County

**Task Description:**

None.

**Additional Responsibilities:**

EIS will:



- a) None

WC will:

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

**Dependencies:**

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

**Completion Criteria:**

Database views have been established and published to the production JMS database in accordance with the view specifications. Database access and user accounts will be provided by County IT. All data extraction processes from the exposed views to feed the VINES system and any additional interface software required to be provided directly from Appriss. Interface will be formally acknowledged as complete by WC in accordance with the system acceptance test.

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## Task Inter 4: JMS to GTL (Inmate Telephone) Interface

**Objective:** Provide a scheduled data transfer export package to GTL that includes the demographic, housing location information and LOP (Loss of Privilege) (or select JMS alerts) indicator(s) for all inmates currently active within the Washington County jail.

**Task Description:**

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

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

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

EIS will:

- a) Deploy existing GTL export interface.

WC will:

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

**Dependencies:**

1. WC acceptance of EIS provided interface programming specification.



2. Current Interface specification reflecting expected data format and transaction control protocol from GTL
3. Network Access to the required transaction/interchange point via the Washington County Network.

**Completion Criteria:**

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

EIS will not sub-contract development work on behalf of GTL.

## Task Inter 5: EIS JMS to Keefe Interface

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

**Task Description:**

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

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

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

EIS will:

- b) Deploy existing Keefe export XML interface.

WC will:

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

**Dependencies:**

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

**Completion Criteria:**

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

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



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## Task Inter 6: JMS to NaphCare Interface

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

**Task Description:**

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

The data export package will be formatted to conform to the data export standards mutually agreed to between EIS and the NaphCare vendor. The interface can be set to operate on a WC defined interval during installation. EIS will receive no acknowledgement returned from NaphCare as part of this transaction. An EIS development specification detailing the interface will be provided to the WC for acceptance prior to the commencement of interface programming.

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

EIS will:

- c) Deploy NaphCare export interface.

WC will:

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

**Dependencies:**

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

**Completion Criteria:**

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

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

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



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## Task Inter 7: NaphCare to JMS Interface

**Objective:** Import medical alerts and Dietary restrictions from data provided from NaphCare.

**Task Description:**

NaphCare is the current inmate medical provider (System) within the WC jail. The interface is intended update the inmates booking record with dietary restrictions recorded in NaphCare and/or alerts associated with the inmate's medical record. There is no HIPAA data exchanged.

NaphCare will provide the EIS interface service with a data package containing sufficient inmate identifiers to establish a link between the NaphCare data with the inmate's active booking record in JMS. The data package must contain sufficient information to identify the nature of the update – either dietary or alert. Dietary updates will be posted to the inmate's meal restriction record on the active booking. Alerts will be posted to the inmate alert portion of the inmates active booking record. An EIS development specification detailing the interface will be provided to the WC for acceptance prior to the commencement of interface programming.

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

EIS will:

- d) Scope and develop the NaphCare import interface
- e) Deploy NaphCare import interface.

WC will:

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

**Dependencies:**

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

**Completion Criteria:**

This task is considered complete when the system interface is capable accepting a standard data package from NaphCare and perform the creation of the appropriate updates to the inmates active booking record as defined in the interface specification.

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

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



## Task Inter 8: ORLEDS Interface MKE's

**Objective:** Provide ORLEDS/NCIC software adapter within the M2 data switch and supporting a defined set of message keys (MKE's) used for inquiry transactions with to ORLEDS through the State of Oregon's data switch. Provided message keys will be associated with entity records contained within the JMS system, and include a defined sub-set of ORLEDS transactions. Keys will be embedded within the Jail entity forms (Persons and vehicles) and provide return routing to the initiating user. The system includes the standard 6 inquiry messages.

### Task Description:

The interface will extract relevant data, where available, from the enabled JMS data screens to populate the provided Message forms as part of the ORLEDS request, eliminating redundant data entry. Within the JMS, any authorized user can select the related transaction type from the enabled form. The application will open the selected ORLEDS mask and populate the mask with the relevant data previously entered into the JMS record. The user selected the appropriate message key and enters any additional data required (or optional) related to the specified key. When complete the user selects the submit button, and the message is passed to the M2 gateway for processing. The message is formatted, submitted to the State and the return is received by the switch and routed back to the user for viewing. Inquiry transactions can support the following types of messages, specific supported message keys are document in attachment:

1. Query
2. Supporting as indicated

**Inquiry Functions:** Includes the standard set of inquiry transactions (Message Keys) embedded within the JMS. Standard keys include: General Person Query, General Vehicle Query, General Property Query, and Warrant Query. Requires base M2 Switch and ORLEDS adapter. Additional (optional) message keys can be added as needed on a T & M basis. Requires connection to the State provided by WC.

The ORLEDS query keys will be defined for JMS screens separately

### ORLEDS Inquiry Adapter (Standard Transaction Message Keys)

Query CCH By Name (QWHD)  
 Query by LNU (QLW)  
 Locate Warrant (LW)  
 Query Parole & Probation (QCD)  
 Hit Confirmation (YQ)  
 RAP Sheet by SID/FBI (RR)  
 Drivers License (DLR)  
 Administrative Message (AM)

### Additional Task Responsibilities:

EIS will:

- a) Review and define supported message keys with WC.
- b) Configure M2 with ORLEDS/NCIC/NLETS forms to support the message formats required by ORLEDS, and to extract designated inmate/arrest data from the JMS to prepopulate ORLEDS masks.



- c) Configure the M2 switch with appropriate routing information.
- d) EIS will ensure EIS employees, and subcontractors comply with the agency security and access requirements as identified in the master contract.

WC will:

- a) Request additional keys if required for change order.
- b) Request the required mnemonics from the state.
- c) Agency will adhere to appropriate CJIS security at location that will utilize the ORLEDS features.
- d) Agency to provide dedicated ORLEDS connection will be provided for JMS traffic.
- e) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- f) Ensure interface dependencies have been addressed.

**Dependencies:**

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

**Completion Criteria:**

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

- a) Processing the query request through the M2 data switch and successfully transmitting to ORLEDS.
- b) Receiving the data returns from ORLEDS and routing to the requesting user's message queue and activating the message queue indicator within the JMS.
- c) Displaying the textural return to the user on request within the JMS environment.

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

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**Task Inter 9: JMS Inmate Employment "EOD" information Export**

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

**Task Description:**

EIS will deploy a data export standard report designed to generate a properly formatted data package containing inmates incarcerated within the jail during the user specified data range. Once executed, the process will generate a data file containing the relevant inmate information and write the file to a local file. The file can then be accessed and transmitted to the state of Oregon Employment division as required.

EIS will:

- a) Standard report export to local file.

WC will:

- a) None



**Dependencies:**

1. None.

**Completion Criteria:**

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

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## Task Inter 10: JMS SSA information Export

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

**Task Description:**

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

EIS will:

- a) Standard SSA report export to local file.

WC will:

- b) None

**Dependencies:**

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

**Completion Criteria:**

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

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## Task Inter 11: DL Data Scan to JMS Names

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

**Task Description:**

EIS to deploy the EIS Text to Data Engine and 2 State DL processing templates, including:

- a. State of Oregon Driver's License data map
- b. State of Washington Driver's License data map

Data Screens supported include:

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



**NOTE: TEXT TO DATA ENGINE & DL CREDENTIAL MAPPING TEMPLATES**

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

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

EIS will:

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

WC will:

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

**Dependencies:**

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

**Completion Criteria:**

This task is considered complete when on an enabled data screen, the user can successfully scan either a WA State or OR State driver's license and have the related person information appear in the application form fields.

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## **Task Inter 12: Karpel PBK Data View**

**Objective:** Provide JMS SQL database view to replace the current data view utilized by Karpel.

**Task Description:**

EIS will assist Washington County IT in the development of a database view for the purpose of providing real time Jail data to the prosecutor's system. EIS will provide technical assistance to the IT team in the identification of data and database relationships sufficient in scope to establish a replacement SQL data view. It is estimated that sixteen hours (16) of EIS development support will be required for this task and are included in statement of work.

EIS will:

- a) Provide database architecture and recommendation related to data structures within the jms database.

WC will:

- a) Develop the final view to be used by the Karpel connection.

**Dependencies:**

- 1. None



### Completion Criteria:

EIS is providing support for the view creation. As such there is no functional project deliverable associated with this item.

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## Task Inter 13: JMS NIST File Fingerprint Enrollment Interface

**Objective:** Provide an automated procedure to enroll fingerprint data captured within the WCSO's existing Cogent system and provided to EIS as standard NIST data files. The process will extract the fingerprint image files and enroll the designated fingerprint images to the related inmate booking record.

### Task Description:

EIS will develop an automated process that will monitor a network share location for the presence of NIST files. When a NIST file is identified within the designated directory, the interface process will access the file and perform the following actions.

1. Will extract the type 4 fingerprint image files from the NIST file.
2. Will perform a fingerprint enrollment processes on the designated set fingerprint image file by finger position (e.g. right index, left middle, etc.) to generate a biometric template.
3. Identify the inmate based on data contained within the Type 2 portion of the NIST file.
4. Perform the appropriate data update procedure to the inmate's fingerprint profile contained within the JMS.
5. Remove the NIST file from the common share location

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

EIS will:

- a) Scope and develop the NIST File import interface
- b) Deploy NIST File import interface.

WC will:

- d) Coordinate access to or provision of the NIST file(s) to the defined access location to be used by the interface process.
- e) Manage responsibilities as enumerated in the general "Interface Task" section of the SOW.
- f) Ensure interface dependencies have been addressed.

### Dependencies:

1. WC acceptance of EIS provided interface programming specification.
2. Current Interface specification and sample data files reflecting expected data format and transaction control protocol from WC for NIST Import interface.
1. Network Access to the required transaction/interchange point via the WC Network. Provision of the NIST files by the County to a common file share location.

### Completion Criteria:

The interface will be completed when the interface process can retrieve a standard NIST file from the designated file share location, extract the provided fingerprint data, generate a biometric template from the designated image files and utilize the template for matching purposed through the JMS fingerprint validation component.



## Software Customization Tasks

All software customizations will be developed and deployed in accordance with the EIS interface specifications accepted by the WC. Interface specifications will be prepared by the EIS development team and submitted to the WC project manager for acceptance. Once accepted, the development interface specification will be the final document and be incorporated into the contract forthwith. In the event a change to the specification is desired following acceptance of the initial development specification, an executed change order will be required. Depending on the nature of the modification requested EIS reserves the right to require additional cost for software customization changes post specification acceptance.

**EIS will develop the following agreed upon software customizations as part of this project:**

### Task SWCZ 1: JMS Dashboard/Display

**Objective:** Develop or configure 4 custom display forms for the WC that replace the content included in the existing "Dashboard" display application deployed within the jail, including;

- a) Booking dashboard
- b) Sgt's dashboard
- c) Population Manager
- d) Security Unit
- e) WC Records

**NOTES:**

The 4 current dashboard displays have been developed by Washington County IT staff a deployed within the jail environment, including large screen television displays within the booking/intake environment. The existing dashboards use an automated update capability and refresh the displayed information at regular intervals.

**Task Description:** Provide development of/ or configuration services to create a reasonable representation of the existing dashboard applications, supporting the 4 display options. The EIS delivered component will be capable of automatically refreshing the displayed information on an agency defined interval, be capable of being displayed in a full screen mode on an external monitor and operating as an independent application outside of the JMS workstation. The final functional processing will be defined within the development specification provided by EIS for WC approval.

#### Responsibilities

EIS will:

- a) Conduct the application functionality discovery phase of the development by working with WC subject matter expert(s) to identify and document required component functionality.
- b) Create a development specification document detailing the deliverable.
- c) Develop/configure component per approved development specification.
- d) Deploy and test component into production environment.

WC will:

- a) Approve Interface specifications prior to commencement of development work.



- b) Provide subject matter expert(s) with sufficient expertise related to the functional requirements of the existing component. The subject matter expert(s) will work with EIS during the development specification creation and Sign-Off phases.

**Dependencies:**

1. None.

**Completion Criteria:**

This task is considered complete when the 4 dashboard displays have been deployed to the productions system and are capable of operating in accordance with the approved design specification.

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**Task SWCZ 2: JMS Auto-populate Related Court Date (1<sup>st</sup> Appearance)**

**Objective:** Develop system level function associated with the selection of available first appearance court dates within the offense form to limit the date selection to dates when the court is scheduled to be in session. The WC would be able to define within the system differing date schedules for differing courts based on court jurisdiction. (Ref CMS-006)

**Task Description:** Provide a new system function that will limit the available first appearance court dates within the offense form, based on the specific court, to only those dates when the court is scheduled to be in session. The WC would be able to define within the system differing date schedules for differing courts based on court jurisdiction. Upon designation of the court associated with the offense the system would automatically insert the next available first appearance date based on the courts availability not the first appearance field associated with the charge. The user would be able to modify the first appearance field, however, would only be able to select a date value when the court is anticipated to be in session. The final functional processing will be defined within the development specification provided by EIS for WC approval.

EIS will:

- a) Conduct the application functionality discovery phase of the development by working with WC subject matter expert(s) to identify and document required component functionality.
- b) Create a development specification document detailing the deliverable.
- c) Develop/configure component per approved development specification.
- d) Deploy and test component into production environment.

WC will:

- a) Approve Interface specifications prior to commencement of development work.
- b) Provide subject matter expert(s) with sufficient expertise related to the functional requirements of the existing component. The subject matter expert(s) will work with EIS during the development specification creation and Sign-Off phases.
- c) Maintain a calendar of court dates for each court designation for the system to use to suggest the next court date.

**Dependencies:**

1. None.

**Completion Criteria:**

This task is considered complete when the agency is able to define the date availability parameters associated with each court per the development specification.



AND

The system appropriately selects the appropriate first appearance date and updates the charge first appearance date value on the offense screen in a manner consistent with the processed defined in the development specification.

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### Task SWCZ 3: JMS Auto-populate Property Receipt #

**Objective:** Develop system level function that generates and displays a transaction receipt number associated with property intake and release transactions. (Ref CMS-009)

**Task Description:** Provide a new system function that will generate a sequential receipt transaction identifier associated with inmate property and release transactions in the JMS. The receipt transaction # is intended to provide an event-based tracking identifier associated with an item (or multiple items) custody change transaction and will be applied to all property items affected by the associated transaction. The final functional processing will be defined within the development specification provided by EIS for WC approval.

EIS will:

- a) Conduct the application functionality discovery phase of the development by working with WC subject matter expert(s) to identify and document required component functionality.
- b) Create a development specification document detailing the deliverable.
- c) Develop/configure component per approved development specification.
- d) Deploy and test component into production environment.

WC will:

- a) Approve Interface specifications prior to commencement of development work.
- b) Provide subject matter expert(s) with sufficient expertise related to the functional requirements of the existing component. The subject matter expert(s) will work with EIS during the development specification creation and Sign-Off phases.

**Dependencies:**

1. None.

**Completion Criteria:**

This task is considered complete when property receipting modification has been deployed to the WC production server(s) and operates in a manner consistent with the processed defined in the development specification.

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### Task SWCZ 4: JMS Visitation Max visits over defined period

**Objective:** Modify the existing visitations scheduling function to evaluate the number of visits completed with the inmate over an agency defined period of time, and to disallow the scheduling of future visits within the time frame if the agency defined # of visits threshold exceeded.

**Task Description:** Design and implement a change to the current inmate visitation scheduling component intended to prohibit the user from scheduling future visits for an inmate within a specified period of time, if the visit will cause the # of inmate visits for the specified inmate to exceed the maximum number of visits allowed within the specified period of time. The agency will determine a maximum # of personal visits allowed within a specified time period (e.g. 3 per week). EIS will modify the existing visitations scheduling function to enforce the max limit and to



disallow the scheduling of future visits within the time frame. The final functional processing will be defined within the development specification provided by EIS for WC approval.

EIS will:

- a) Conduct the application functionality discovery phase of the development by working with WC subject matter expert(s) to identify and document required component functionality and processing directives.
- b) Create a development specification document detailing the deliverable.
- c) Develop/configure component per approved development specification.
- d) Deploy and test component into production environment.

WC will:

- a) Approve Interface specifications prior to commencement of development work.
- b) Provide subject matter expert(s) with sufficient expertise related to the functional requirements of the existing component. The subject matter expert(s) will work with EIS during the development specification creation and Sign-Off phases.

**Dependencies:**

1. None.

**Completion Criteria:**

This task is considered complete when the visitation scheduling component has been deployed to the WC production server(s) and operates in a manner consistent with the processed defined in the development specification.

## Task SWCZ 5: Add Windows User JMS Authentication

**Objective:** Modify the existing JMS logon function to utilize an Active Directory log-on verification.

**Task Description:** Design and implement a change to the current JMS logon process that will perform a call into the WCSO Active Directory for user authentication and user role association. The system will support an independent configuration option to change the application level logon from the internal JMS security authenticator to a Windows AD integrated authentication. The JMS application will prompt for a username and password and will utilize the information to authenticate against the WCSO's AD domain authentication rather than jail internal jail security module. This will require local IT to coordinate access to that process and allow EIS to use AD authentication. A detailed development specification will be developed, reviewed and mutually approved.

The final functional processing will be defined within the development specification provided by EIS for WC approval.

EIS will:

- a. Conduct the application functionality discovery phase of the development by working with WC subject matter expert(s) to identify and document required component functionality and processing directives.
- b. Create a development specification document detailing the deliverable.
- c. Develop/configure component per approved development specification.
- d. Deploy and test component into production environment.

WC will:

- a. Approve Interface specifications prior to commencement of development work.
- b. Provide subject matter expert(s) with sufficient expertise related to the functional requirements of the existing component. The subject matter expert(s) will work with EIS during the development specification creation and Sign-Off phases.

**Dependencies:**

1. None.



**Completion Criteria:**

This task is considered complete when the system log on component has been deployed to the WC production server(s) and operates in a manner consistent with the processes defined in the development specification.



## Data Conversion Tasks

The WC currently utilizes multiple applications as part of daily jail operations and has identified 5 sets of data that are maintained by the County related to a combination of historical data storage and current jail operations. The following datasets have been identified.

- a) **Tiburon JMS**– County’s core Jail management system and primary data source for booking, sentencing and release information – (To Be Migrated by EIS to the EIS JMS).
- b) **Tiburon JMS Mugshots**– County’s core set of inmate mugshots stored related to the primary Tiburon JMS system – (To Be Migrated by EIS to the EIS JMS).
- c) **WC PSWEB Application** – PSWEB is a County developed application that provides a collection of law enforcement functions and is utilized by the SO and partner agency for a variety of capabilities. Within the Jail the PSWEB provides a subset of housing management functions and some general inquiry capabilities. The PSWEB application pulls data from the Tiburon database and stores transactional data to a local SQL Database (County Developed). (Select portions of the PSWEB To Be Migrated by EIS to the EIS JMS). Details to be developed and documented in a mutually agreeable data migration specification, however, this is limited to migrating data from this system that has an existing module within the JMS.
- d) **WC Jail Systems**– Jail systems is a specialized tool built by the County to assist users with 1) Release Risk assessments the generation of release agreements, 2) inmate sentencing. (Select portions of the Jail Systems application To Be Migrated by EIS to the EIS JMS). Details to be developed and documented in a mutually agreeable data migration specification, however, this is limited to migrating data from this system that has an existing module within the JMS.
- e) **WC Rehab**– Local inmate programs database provided via MS Access. The Rehab application is utilized to track inmates’ assignments and participation in jail sponsored programs. (Select portions of the Rehab data is to Be Migrated by EIS to the EIS programs system). Details to be developed and documented in a mutually agreeable data migration specification, however, this is limited to migrating data form this system that has an existing module within the JMS.
- f) **Fingerprint Image File Enrollment into Biometric Engine** – Import of and enrollment into the EIS Single Digit Biometric engine of existing set of fingerprint image files provided by the County.

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

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

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

Normally the first data conversion is done just before deploying the initial system installation for key project personnel. This provides data for training and also gives the WC the opportunity to validate the first pass data



conversion. After the system is installed on site, key project personnel can work with EIS staff to certify the data conversion and correct any problems that have been identified. If necessary, additional test conversions can be done for certification. When the final data conversion test plan and sample data is acceptable to WC, the final go-live process can be scheduled, and the final data conversion will be done during this process.

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

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## Task DCON 1: EIS Tiburon JMS Data Conversion

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

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

### Responsibilities

EIS will:

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

WC will:

- a) Provide existing Tiburon data in common exchange format including ASCII, pipe-delimited files or in a common database structure (MS SQL Server, etc.) on request by EIS project manager. EIS prefers a standardized SQL .BAK file but can work with County to determine an acceptable format. County will be expected to perform **no less** than 3 full data extractions from the legacy system prior to system cutover.
- b) Provide subject matter expert(s) with sufficient expertise related to the data being converted. The subject matter expert(s) will work with EIS during the Data Review and Sign-Off phases.



- c) Provide conversion database(s) or access to the database to be converted in the EIS specified format.
- d) After completion, any changes to the data must be made by manual data entry by the WC or agree to a Change Order.
- e) Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Translate all existing picklists in the existing system to the standards agreed to with EIS.
- h) Review and approve results of test data conversion.
- i) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.
- j) Verify specific data collections to assure accuracy of data, including:
  - a. Inmate Sentences and calculated release dates.
  - b. Inmate charge and charge status.
  - c. Inmate Bail
  - d. Inmate alerts
  - e. Inmate housing assignments.

#### **Dependencies:**

1. Provision of the JMS data in a common data interchange format (either a SQL .BAK or delimited file) format by the County.
2. WC JMS data specialist to assist with data mapping and validation.
3. WC provided screen shots and output report containing inmate data to assist with conversion mapping.
4. Network Access to the required transaction/interchange point via the WC Network.

#### **Completion Criteria:**

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

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## **Task DCON 2: Tiburon Mugshot Data Conversion**

**Objective:** Convert the existing Mugshot image data into the new system.

**Task Description:** Provide data conversion services to update the newly installed JMS system with the historic mugshot images contained in the legacy Tiburon system. EIS will load the mugshot data provided by the WC, programmatically modify the data to conform to the conversion standards defined by the WC in accordance with the JMS conversion plan and upload the converted mugshot data to the operational database on the WC's live JMS database server.

#### **Responsibilities**

EIS will:



- a) Conduct the Data Discovery phase of the project by working with WC subject matter expert(s) to complete analysis and scripting creation required to migrate the image data.
- b) Develop a control document that describes agreed-upon mugshot conversion approach and the handling of exceptions.
- c) Develop the conversion code, including the data upload scripts. Where possible perform the data conversion according to the specifications in the control document with data provided by the WC.
- d) A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.
- e) Verify current image database schemas on production servers.
- f) Deliver to WC and upload converted data to the WC designated production server.
- g) Project Manager will assist in the data review with the WC and define Data Acceptance tests.
- h) Perform a final data conversion upon WC's review and approval of the test data conversion.

WC will:

- a) Provide subject matter expert(s) with sufficient expertise related to the data being converted. The subject matter expert(s) will work with EIS during the Data Review and Sign-Off phases.
- b) Provide conversion database(s) or access to the database to be converted in the EIS specified format.
- c) Extract data from existing mugshot/JMS system and provide legacy data in common exchange format appropriate for the exchange of image data.
- d) After completion, any changes to the data must be made by manual data entry by the WC or agree to a Change Order.
- e) Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS system.
- f) Review and approve results of test data conversion.
- g) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.

**Dependencies:**

1. Provision of the mugshot data in a common image type data interchange format.
2. WC Jail data specialist to assist with data mapping and validation.
3. WC provided screen shots and output report containing inmate data to assist with conversion mapping.
4. Network Access to the required transaction/interchange point via the WC Network.

**Completion Criteria:**

This task will be completed upon uploading into the new Jail system the converted image data from the agency's existing mugshot system, as outlined in the Data Conversion and External Conversion sections of the EIS developed project plan and verified by WC as defined in the Acceptance test plan.



## Task DCON 3: EIS JMS Data Conversion – PSWEB

**Objective:** Convert a defined subset of existing PSWEB JMS data into the new system.

**Task Description:** Provide data conversion services to existing textual data and update the newly installed JMS system with the historic information contained within the WC's existing PSWEB system housed in the WC's PSWEB database. PSWEB is a software application developed by the WC to augment the current jail system and provide a suite of jail modules used by WC staff. Data to be converted includes:

- a. Jail Incident Reports
- b. Suicide Watch
- c. Rounds, events and Security checks
- d. Any additional data collections to be identified within the JMS data conversion plan.

EIS will load the data provided by the WC, programmatically modify the data to conform to the conversion standards defined by the WC in accordance with the conversion plan and upload the converted data to the operational database on the WC's live JMS database server.

### Responsibilities

EIS will:

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

WC will:

- a) Provide existing PSWEB data in common exchange format including ASCII, pipe-delimited files or in a common database structure (MS SQL Server, etc.) on request by EIS project manager. EIS prefers a standardized SQL .BAK file but can work with County to determine an acceptable format. County will be expected to perform **no less** than 3 full data extractions from the legacy system prior to system cutover.
- b) Provide subject matter expert(s) with sufficient expertise related to the data being converted. The subject matter expert(s) will work with EIS during the Data Review and Sign-Off phases.
- c) Provide conversion database(s) or access to the database to be converted in the EIS specified format.
- d) After completion, any changes to the data must be made by manual data entry by the WC or agree to a Change Order.



- e) Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Translate all existing picklists in the existing system to the standards agreed to with EIS.
- h) Review and approve results of test data conversion.
- i) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.
- j) Verify specific data collections to assure accuracy of data, including:
  - a. Jail Incidents
  - b. Suicide Watch
  - c. Rounds, events and security checks

#### **Dependencies:**

1. Provision of the PSWEB data in a common data interchange format (either a SQL .BAK or delimited file) format by the County.
2. WC JMS data specialist to assist with data mapping and validation.
3. WC provided screen shots and output report containing inmate data to assist with conversion mapping.
4. Network Access to the required transaction/interchange point via the WC Network.

#### **Completion Criteria:**

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

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## **Task DCON 4: EIS JMS Data Conversion – Jail Systems**

**Objective:** Convert a defined subset of existing Jail Systems JMS data into the new system.

**Task Description:** Provide data conversion services to existing textual data and update the newly installed JMS system with the historic information contained within the WC's existing Jail Systems system housed in the WC's Jail Systems SQL Server database. Jail Systems is a software application developed by the WC to augment the current jail system and provide a suite of jail modules used by WC staff. Data to be converted includes:

- a. Release Risk Assessments
- b. Dress In record
- c. Sentence Calculations
- d. Property Receipt
- e. Release Agreements

EIS will load the data provided by the WC, programmatically modify the data to conform to the conversion standards defined by the WC in accordance with the conversion plan and upload the converted data to the operational database on the WC's live JMS database server.

Note: The Jail Systems application is utilized largely as a forms generation with integration to the existing Tiburon system, and it is unclear as to the volume or context of data stored directly within the Jail Systems database.



## Responsibilities

### EIS will:

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

### WC will:

- a) Provide existing Jail Systems data in common exchange format including ASCII, pipe-delimited files or in a common database structure ( MS SQL Server, etc.) on request by EIS project manager. EIS prefers a standardized SQL .BAK file but can work with County to determine an acceptable format. County will be expected to perform no less than 3 full data extractions from the legacy system prior to system cutover.
- b) Provide subject matter expert(s) with sufficient expertise related to the data being converted. The subject matter expert(s) will work with EIS during the Data Review and Sign-Off phases.
- c) Provide conversion database(s) or access to the database to be converted in the EIS specified format.
- d) After completion, any changes to the data must be made by manual data entry by the WC or agree to a Change Order.
- e) Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Translate all existing picklists in the existing system to the standards agreed to with EIS.
- h) Review and approve results of test data conversion.
- i) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.
- j) Verify specific data collections to assure accuracy of data, including:
  - a. Inmate Sentence Calculations
  - b. Inmate Release Risk Assessments
  - c. Inmate Dress-In Records
  - d. Property Receipt
  - e. Release Agreements



### Dependencies:

1. Provision of the Jail Systems data in a common data interchange format (either a SQL .BAK or delimited file) format by the County.
2. WC JMS data specialist to assist with data mapping and validation.
3. WC provided screen shots and output report containing inmate data to assist with conversion mapping.
4. Network Access to the required transaction/interchange point via the WC Network.

### Completion Criteria:

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

## Task DCON 5: EIS JMS Data Conversion – Rehab

**Objective:** Convert a defined subset of existing Rehab programs data into the new system.

**Task Description:** Provide data conversion services to existing textual data and update the newly installed JMS system with the historic information contained within the WC's existing Rehab Inmate Programs system housed in the WC's Jail Systems SQL Server database. Jail Systems is a software application developed by the WC to augment the current jail system and provide a suite of jail modules used by WC staff. Data to be converted includes:

- a. Inmate Programs – Historical Participation

EIS will load the data provided by the WC, programmatically modify the data to conform to the conversion standards defined by the WC in accordance with the conversion plan and upload the converted data to the operational database on the WC's live JMS database server.

Note: The Jail Systems application is utilized largely as a standalone application to track the inmate's participation in WC provided educational programs. Since the Rehab application is fully standalone (a direct linkages to the operational Tiburon data is unknown) it is unclear as to the consistency of data contained within the application and the ability to effectively associate Rehab data with primary jail data.

### Responsibilities

EIS will:

- a) Conduct the Data Discovery phase of the project by working with WC subject matter expert(s) to complete a data field mapping between the JMS and the existing JMS system.
- b) Develop a control document that describes agreed-upon mapping of data elements and the handling of exceptions.
- c) Develop the conversion code, including both the data extraction routines and the data upload scripts. Where possible perform the data conversion according to the specifications in the control document with data provided by the WC.
- d) A conversion is moving data from one system to another according to the data field mapping. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.
- e) Verify current JMS database schemas on production servers.
- f) Deliver to WC and upload converted data to the WC designated production server.



- g) Project Manager will assist in the data review with the WC and define Data Acceptance tests.
- h) Perform a final data conversion upon WC's review and approval of the test data conversion.

WC will:

- a) Provide existing Rehab data in common exchange format including ASCII, pipe-delimited files or in a common database structure (MS SQL Server, etc.) on request by EIS project manager. EIS prefers a standardized SQL .BAK file but can work with County to determine an acceptable format. County will be expected to perform **no less** than 2 full data extractions from the legacy system prior to system cutover.
- b) Provide subject matter expert(s) with sufficient expertise related to the data being converted. The subject matter expert(s) will work with EIS during the Data Review and Sign-Off phases.
- c) Provide conversion database(s) or access to the database to be converted in the EIS specified format.
- d) After completion, any changes to the data must be made by manual data entry by the WC or agree to a Change Order.
- e) Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS system.
- f) Clean up existing databases based on the standard naming conventions agreed to with EIS.
- g) Translate all existing picklists in the existing system to the standards agreed to with EIS.
- h) Review and approve results of test data conversion.
- i) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.
- j) Verify specific data collections to assure accuracy of data, including:
  - a. Inmate Programs – Historical participation records

#### Dependencies:

1. Provision of the Rehab data in a common data interchange format (either a SQL .BAK or delimited file) format by the County.
2. WC JMS data specialist to assist with data mapping and validation.
3. WC provided screen shots and output report containing inmate data to assist with conversion mapping.
4. Network Access to the required transaction/interchange point via the WC Network.

#### Completion Criteria:

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

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## Task DCON 6: Enrollment of existing inmate fingerprint image files

**Objective:** Attempt import and enroll the existing set of inmate fingerprint images for use within the EIS biometric engine from agency provided NIST Files.

**Task Description:** Provide data conversion services to existing fingerprint image data provided by the County. The intent of this conversion service is to programmatically load the WC's existing set of inmate fingerprint records into the JMS Biometric engine for use as part of the inmate biometric verification. The import process involves the



loading of the fingerprint image file and the enrollment of the fingering file into the biometric engine. The enrollment process generates a fingerprint template that will be used as the basis for matching. For each single fingerprint image file provided, the import process will attempt to open the fingerprint image file, perform a single digit enrollment, locate the inmate's record within the converted JMS data (by booking # or Inmate ID), and create a template entry in the EIS JMS biometric engine data set. Data to be converted includes the fingerprint image file(s) associated with each inmate booking event to be identified within the JMS Fingerprint data conversion plan. EIS will load the data provided by the WC, programmatically modify the data to conform to the conversion standards defined in accordance with the conversion plan. Images files that cannot be read or have no identifiable link to a historic inmate record will be discarded. If third-party image conversion tools/software is required to complete the conversion, the required tools will be provided by the County.

## Responsibilities

EIS will:

- a) Conduct the Data Discovery phase of the project by working with WC subject matter expert(s) to review the fingerprint image and attribute data formats.
- b) Develop a control document that describes agreed-upon mapping of data elements and the handling of exceptions.
- c) Develop the conversion code, including both the data load and image enrollment scripts. Where possible perform the data conversion according to the specifications in the control document with data provided by the WC.
- d) A conversion is moving data from one system to another according to the data type mapping and directives. EIS is not responsible for scrubbing or modifying data from the original system. Any data that does not programmatically convert may be maintained in a notes field for historical reference.
- e) Verify current JMS database schemas on production servers.
- f) Deliver to WC and upload converted data to the WC designated production server.
- g) Project Manager will assist in the data review with the WC and define Data Acceptance tests.
- h) Perform a final data conversion upon WC's review and approval of the test data conversion.

WC will:

- a) Provide the fingerprint data in a common data interchange format sufficient to read the fingerprint image as an industry standard image file format. Each fingerprint image will need to be provided as a separate image file, and include (at minimum) the following attribute data:
  - a. Inmate ID
  - b. Booking ID
  - c. Finger hand (Can be NIST position code value)
  - d. Finger position (Can be NIST position code value)
  - e. Date of image capture
- b) Provide subject matter expert(s) with sufficient expertise related to the data being converted. The subject matter expert(s) will work with EIS during the Data Review and Sign-Off phases.
- c) After completion, any changes to the data must be made by manual data entry by the WC or agree to a Change Order.
- d) Provide a set of control fingerprint files to test the enrollment efficacy.
- e) Review and approve results of test data conversion.
- f) Verify the integrity of the conversion and notify EIS of any conversion errors or anomalies.



**Dependencies:**

5. Provision of the fingerprint data in a common data interchange format sufficient to read the fingerprint image in a standard file format. Each fingerprint image will need to be provided as a separate image file, and include (at minimum) the following attribute data:
  - a. Inmate ID
  - b. Booking ID
  - c. Finger hand (Can be NIST position code value)
  - d. Finger position (Can be NIST position code value)
  - e. Date of image capture
6. Image must be provided as a standard, non-proprietary image file. County will be responsible to convert images to readable format.
7. Network Access to the required transaction/interchange point via the WC Network.

**Completion Criteria:**

This task will be completed upon uploading into the new JMS databases the loaded and enrolled fingerprint data records from the data set provided by the county, as outlined in the Data Conversion and External Conversion sections of the EIS developed project plan and verified by WC as defined in the Acceptance test plan. If data cannot be provided by the County in suitable format to support conversion/enrollment, this deliverable will be removed from the project, and any fees associated with the conversion services will be credited to the project.



# User Training and Live Operations

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

## User Training

### Task TRN 1: JMS Administrator Training

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

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

#### Task Description:

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

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

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

#### 2 – 8 Hour training classes

#### Responsibilities:

EIS will:

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

WC will:

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

#### Completion Criteria:

This task will be completed once on-site training classes for both WC staff and WC-selected end-users have been conducted, as specified on the training plan detailing the training classes and the training class durations, and



when EIS training staff has trained the WC administrator on procedures for configuring the JMS databases and entering WC-specific data.

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## Task TRN 2: JMS Technical and User Training

**Objective:** Provide on-site training services in accordance with purchased training services as specified in the implementation schedule to an estimated 180 JMS system users over 12 classes.

### Task Description:

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

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

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

**12 – 8 hour classes.**

### Responsibilities:

EIS will:

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

WC will:

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



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

**Completion Criteria:**

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



## Cutover to Live Operations

### Task GL 1: Jail Production Cutover

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

**Task Description:**

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

**Responsibilities:**

EIS will:

- a. Complete a final data conversion.
- b. Assist the WC to verify the final converted data.
- c. Assist the WC staff in placing JMS into a production status.
- d. Initiate system interfaces as required.
- e. Provide ON-SITE start-up support resources and go-live assistance by EIS technical staff for up to seven (7) calendar days post cutover to monitor the subsystem and to respond to issues identified.
- f. Monitor the initial operation of JMS and answer any operational questions raised by the WC.
- g. Provide start-up support and any required go-live assistance.

WC will:

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

**Completion Criteria:**

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

**Dependencies:**

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

**Completion Criteria:**

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



## Project Completion and Sign Off

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### Task COM 1: JMS Final Acceptance

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

**Task Description:**

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

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

**Completion Criteria:**

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



IN WITNESS WHEREOF, the parties hereto, having read this SOW in its entirety, do agree thereto in each and every particular.

**Approved**  
**EIS**

**Approved**  
**Washington County**

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Print or Type Name*

EIS Project Manager \_\_\_\_\_  
*Title* *Date*

\_\_\_\_\_ \_\_\_\_\_  
*Title* *Date*

## **ATTACHMENT B**

### **Modifications to Standard Contract Terms and Conditions**

Contractor and County agree to modify specific terms of the Washington County Standard Contract Terms and Conditions as provided below:

1. Section 11 Termination:
  - a. Section 11.1c is hereby amended by replacing the words “seven calendar days” with “thirty calendar days”.
  - b. Section 11.7 is hereby deleted.
2. Section 12 Time is of the Essence: Section 12 is hereby deleted.
3. Section 21 Records:
  - a. The third sentence of Section 21 is hereby amended to add the words “at County’s sole cost and expense and upon ten (10) business days prior written notice” to the end of the sentence.
  - b. The fourth sentence from Section 21 that reads, “In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor” is hereby deleted.
4. Section 22 Work Product: Section 22 is hereby deleted.
5. Section 29 Security of Information: The second sentence of Section 29.1 is hereby replaced with the following: “Any Contractor of the County who becomes aware of any breach of a document or electronic file containing personal information of client of the County will notify the Contract Administrator within a reasonable period of time after discovering such breach of security, who will work with the County Public Information Officer to notify the affected persons unless such notice is not required under ORS 646A.604 or other applicable law”.
6. Intergovernmental State Cooperative Purchasing. EIS agrees to extend the terms, conditions and prices of this contract to in support of intergovernmental Cooperative Procurement provisions in accordance with ORS 279A.200 to 279A.225 inclusive.

## ATTACHMENT C

### Modifications to Standard Insurance Requirements

Contractor and County agree to modify the Standard Insurance Requirements set out in Section 25 of the Washington County Standard Contract Terms and Conditions as provided below:

1. Section 25 of the Standard Contract Terms and Conditions is hereby replaced with the following provision:

“25. **Insurance.** Contractor shall provide insurance coverage and limits as described below. The Commercial General Liability insurance and Automobile Liability insurance carried by Contractor in the United States must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

- 25.1 **Workers' Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- 25.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.
- 25.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.
- 25.4 **Technology Errors and Omissions Insurance.** Contractor shall at all times carry a Technology Errors and Omissions type insurance policy with limits of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate.
- 25.5 **Extended Reporting Coverage ("Tail Coverage").** For Technology Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of twenty-four months or continuous "claims made" liability coverage provided for twenty-four months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail"

coverage provided the retroactive date of the coverage is on or before the effective date of this contract.

- 25.6 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$500,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.
- 25.7 **Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds under Contractor's Commercial General Liability insurance and Automobile Liability insurance with respect to Contractor's services to be provided under this Contract. The Commercial General Liability and Automobile Liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.
- 25.8 **Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.
- 25.9 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.
- 25.10 **Network Operations Security Liability/Data Breach Insurance.** Contractor shall at all times carry a Data Breach type insurance policy with limits of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate. Data Breach Fund liability shall be not less than \$ 200,000.



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

**PRICING PROPOSAL**

Agency: **Washington County, OR Sheriff's Office**

Proposal Number: **19000142 Rev 4**

Address: **155 N First Ave., MS 28**

Proposal Modification Date: **Jan 7, 2020**

Address: **Hillsboro, OR 97124**

Proposal Expiration Date: **Dec 31, 2019**

Contact: **Suzi Fulcher (Suzi\_Fulcher@co.washington.or.us)**

Prepared By: **A. Missler/C. Hussey**

Telephone: **(503) 846-8734**

Cust. Con.:

**PS.NET System Components**

	<u>Software Licensing</u>	<u>Services</u>	<u>1st Y Support</u>
Jail Management Software	\$297,000.00		\$44,550.00
Jail Management Interface	\$76,120.00		\$11,418.00
Jail Management Advanced Imaging Module	\$9,600.00		\$1,440.00
M2 Message Switch	\$23,250.00		\$3,487.50
Media Streaming Services	\$22,000.00		\$3,300.00
JMS Biometric Engine W/ Single Digit Finger	\$29,000.00		\$4,350.00
Jail Management Wireless JMS Module	\$22,000.00		\$3,300.00
Installation & Training Services		\$210,200.00	
Data Conversion - Estimate Tiburon & County Data		\$80,000.00	
Data Conversion - Cogent Fingerprint Data		\$16,000.00	
Training/Test Instance Maintenance & Support			\$18,000.00
	<b>\$478,970.00</b>	<b>\$306,200.00</b>	<b>\$89,845.50</b>
	<b>SUB-TOTAL</b>	<b>\$785,170.00</b>	
	<b>TOTAL</b>	<b>\$785,170.00</b>	<b>\$89,845.50</b>



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Cust. Con.:

## PS.NET System Components

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>	
JMSSVD	JMS Application Software	\$269,000.00	1	\$269,000.00	\$40,350.00	
JMSASP	JMS Viewer	Included				
JMSPREBOOK	JMS Pre-Booking	\$28,000.00	1	\$28,000.00	\$4,200.00	
JMSPROG	JMS Programs Module	Included				
				<b>JMS Base</b>	<b>\$297,000.00</b>	<b>\$44,550.00</b>

## Jail Management Interface

JMSLVS	JMS LiveScan Interface (Cogent export)	\$7,000.00	1	\$7,000.00	\$1,050.00	
	JMS LiveScan Interface (Cogent import)	\$8,000.00	1	\$8,000.00	\$1,200.00	
JMSCOM	JMS Inmate Phone Initiation Interface (GTL/Telemate)	\$7,000.00	1	\$7,000.00	\$1,050.00	
JMSKEF	JMS Inmate Commissary Interface (Keefe)	\$7,000.00	1	\$7,000.00	\$1,050.00	
JMSEMR	JMS Inmate EMR (NaphCare/Techcare export)	\$7,000.00	1	\$7,000.00	\$1,050.00	
	JMS Inmate EMR (NaphCare/Techcare import)	\$9,000.00	1	\$9,000.00	\$1,350.00	
TXT2DE	JMS DL Scan Import	\$6,000.00	1	\$6,000.00	\$900.00	
TXT2DT	- WA State DL Template	\$2,400.00	1	\$2,400.00	\$360.00	
TXT2DT	- OR State DL Template	\$2,400.00	1	\$2,400.00	\$360.00	
	SCAAP reporting Interface	Included				
	SSA Report Interface	Included				
	VINES - Provided directly by Apriss - NC EIS	Included				
M2ORLJMSA	ORLEDS Integration Adapter JMS*	Included			\$0.00	
SRVH11	PBK Karpel Export View	\$3,520.00	1	\$3,520.00	\$528.00	
	JMS NIST File Import & Enrollment	\$16,800.00	1	\$16,800.00	\$2,520.00	
				<b>JMS Interface</b>	<b>\$76,120.00</b>	<b>\$11,418.00</b>

\* Required M2 Switch with OR State interface

## M2 Message Switch

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>	
MATX-	M2 Data Switch -	\$15,250.00	1	\$15,250.00	\$2,287.50	
ORLEDSQ	ORLEDS Inquiry Adapter (Includes 6 Standard Keys)	\$8,000.00	1	\$8,000.00	\$1,200.00	
				<b>Message Switch</b>	<b>\$23,250.00</b>	<b>\$3,487.50</b>

## Jail Management Advanced Imaging Module

JMSEMUG	Enhanced Mugshot Capture	\$9,600.00	1	\$9,600.00	\$1,440.00	
				<b>Imaging Components</b>	<b>\$9,600.00</b>	<b>\$1,440.00</b>

## Media Streaming Services

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<u>Support - Std</u>
RMSSMS	Streaming Media Server Software	\$22,000.00	1	\$22,000.00	\$3,300.00
MSBTS	Media Service Encoder	Included		N/A	



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Cust. Con.:

<b>Media Services</b>	<b>\$22,000.00</b>	<b>\$3,300.00</b>
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**Biometric Services**

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<b>Support - Std</b>
BFINGER	Fingerprint Verification Engine*	\$29,000.00	1	\$29,000.00	\$4,350.00
BIOENGSRV	Biometric Engine Server	Included with items "BFINGER" or "BFACE"			
				<b>Biometric Server</b>	<b>\$29,000.00</b>
					<b>\$4,350.00</b>

**Jail Management Wireless JMS Module**

<u>Part #</u>	<u>Description</u>	<u>Investment</u>	<u>Quantity</u>	<u>TOTAL</u>	<b>Support - Std</b>
JMSWLHS	PocketJMS Software	\$22,000.00	1	\$22,000.00	\$3,300.00
***					
				<b>Wireless Software Components</b>	<b>\$22,000.00</b>
					<b>\$3,300.00</b>
				<b>Estimated Jail Software Total</b>	<b>\$427,970.00</b>
					<b>\$64,195.50</b>



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**Professional Services**

**Project Services - Installation**

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>	<u>Units</u>	<u>Total</u>
SRVH1	Project Management & Coordination Services	\$100.00	440	\$44,000.00
SRVH2	Technical Services	\$160.00	188	\$30,080.00
SRVH7	On-Site Installation	\$120.00	156	\$18,720.00
SRVH4	Documentation & Reporting Services	\$90.00	120	\$10,800.00
SRVH5	System Configuration Services	\$120.00	356	\$42,720.00
SRVH9	Test/Training Instance Installation	\$180.00	80	\$14,400.00
<b>Installation Services Total</b>				<b>\$160,720.00</b>

**Project Services - Training**

<u>Part #</u>	<u>Description</u>	<u>Service Fee</u>	<u>Units</u>	<u>Total</u>
SRVH8	JMS Administration Training	\$1,200.00	2	\$2,400.00
SRVH9	JMS User Training	\$1,200.00	12	\$14,400.00
<b>Training Services Total</b>				<b>\$16,800.00</b>

**Project Expenses**

SRV5	Travel & Per Diem			\$32,680.00
<b>Install &amp; Training Expenses Total</b>				<b>\$32,680.00</b>
<b>Installation and Training Total</b>				<b>\$210,200.00</b>

<b>Training Calculation</b>			
<b>Application</b>	<b>Users</b>	<b>Class Size</b>	<b>Classes</b>
JMS	190	16	12



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Telephone: <b>(503) 846-8734</b>	Cust. Con.:

**Data Conversion - Estimate Tiburon & County Data**

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

SRVH5	Data Conversion - Tiburon JMS & Mugshot data	<b>38,000</b>
SRVH5	Data Conversion - PSWEB	<b>16,000</b>
SRVH5	Data Conversion - Jail Systems	<b>13,000</b>
SRVH5	Data Conversion - Rehab	<b>13,000</b>
	<b>Conversion Services Total</b>	<b>80,000</b>
SRVH5	Data Conversion Services provided at standard rate of \$160.00/hour USD.	

\*\*Anticipated conversion data from existing system Assuming standard Tiburon system

**EIS Responsibilities**

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

**Agency Responsibilities**

- a. Provide conversion database(s) to EIS as mutually agreed.
- b. Provide subject matter expert(s) who know the data being converted. The subject matter expert(s) will work with EIS during the Data Discovery and Review and Sign-Off phases.
- c. Review the example conversion data and provide change requests or sign-off within ten (10) business days.
- d. After completion, any changes to the data must be made by manual data entry by the Customer or agree to a Change Order.
- e. Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS PS.NET system.
- f. Provide final Customer conversion database(s) and the current PS.NET for the final conversion run.



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Prepared By: **A. Missler/C. Hussey**

Cust. Con.:

**Data Conversion - Cogent Fingerprint Data**

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

SRVH5	Data Conversion - Cogent Data Migration and Enrollment	<b>16,000</b>
	<b>Conversion Services Total</b>	<b>16,000</b>

SRVH5 Data Conversion Services provided at standard rate of \$160.00/hour USD.

\*\*Anticipated conversion data from existing system assuming fingerprints can be delivered as standard image files with sufficient metadata

**EIS Responsibilities**

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

**Agency Responsibilities**

- a. Provide conversion database(s) to EIS as mutually agreed.
- b. Provide subject matter expert(s) who know the data being converted. The subject matter expert(s) will work with EIS during the Data Discovery and Review and Sign-Off phases.
- c. Review the example conversion data and provide change requests or sign-off within ten (10) business days.
- d. After completion, any changes to the data must be made by manual data entry by the Customer or agree to a Change Order.
- e. Understand that the Customer owns the data. The data being converted will only be modified to fit the format of the EIS PS.NET system.
- f. Provide final Customer conversion database(s) and the current PS.NET for the final conversion run.



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

## PRICING PROPOSAL

Agency: **Washington County, OR Sheriff's Office**Proposal Number: **19000142 Rev 4**Address: **155 N First Ave., MS 28**Proposal Modification Date: **Jan 7, 2020**Address: **Hillsboro, OR 97124**Proposal Expiration Date: **Dec 31, 2019**Contact: **Suzi Fulcher (Suzi\_Fulcher@co.washington.or.us)**Prepared By: **A. Missler/C. Hussey**Telephone: **(503) 846-8734**

Cust. Con.:

**Total Contract Value**
**\$785,170.00**

## Project Payment Schedule

### Hardware

EIS Provided Hardware	100%	<b>on Delivery</b>
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### Software and Services

Due on Signing of Contract	40%	<b>\$314,068.00</b>
Due on Acceptance of Project Plan	10%	<b>\$78,517.00</b>
Due on Installation Certification	20%	<b>\$157,034.00</b>
Due on Go-Live	20%	<b>\$157,034.00</b>
Due at Final Acceptance	10%	<b>\$78,517.00</b>



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Telephone: <b>(503) 846-8734</b>	Cust. Con.:

**PS.NET System Support Matrix**

**System Support Cost Calculations**

1. EIS warrants the system software, customizations and services with standard EIS provided tier 1 7X24 warranty service.
2. EIS will provide the first three years of system support services, calculated at our standard support rate. and custom interfaces, based the module price for system software on the products licensed by the Agency.
3. Installation, Training and other Professional Services will not be included in the support calculations.
4. EIS will guarantee the support rate assessed for 2nd and 3rd year support.
5. EIS reserves the right to increase the support costs at a rate not to exceed (NTE) 5% of the previous years assessed support cost in Years 4 & 5.

**Calculated Support Costs for On-going Support and Maintenance**

	<b>First Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>
<b>Production Support Cost</b>	Included	\$ 71,845.50	\$ 75,437.78	3rd Year + (NTE 5% 3rd year)	4th Year + (NTE 5% 4th year)
<b>Training Instance</b>	Included	\$ 18,000.00	\$ 18,900.00	3rd Year + (NTE 5% 3rd year)	4th Year + (NTE 5% 4th year)
		<b>\$ 89,845.50</b>	<b>\$ 94,337.78</b>	3rd Year + (NTE 5% 3rd year)	4th Year + (NTE 5% 4th year)



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Prepared By: **A. Missler/C. Hussey**  
Cust. Con.:

**Notes to Pricing**

1. This proposal is submitted to the Agency by Executive Information Services, Inc. This proposal will expire as noted in the expiration date, unless extended by Executive Information Services, Inc.
2. Unless contractually negotiated otherwise, system price is based on a payment schedule of Forty (40) percent upon contract execution, balance of hardware price on date of delivery, and balance of contract price upon delivery of individual components. Services per contract terms.
3. All prices are FOB Destination. Sale prices quoted are exclusive of any state, local, use, or other applicable taxes. Hardware prices do not include shipping charges which will be added to the invoice.
4. Software pricing quoted is for a fully paid license for specified use on a networked computing system within the contract agency and is supplied subject to execution of a separate licensing and non-disclosure agreement which prohibits distribution, re-sale, or other disclosure outside of contracting agency. Full site licensing is included for the agency and there are no restrictions on the number of deployed workstations or users of the system within the agency.
5. All computing hardware, operating systems, database management systems, facility modifications, communications circuits, and network components not expressly provided in this proposal are the responsibility of the Agency.
6. Installation includes application software installation on user supplied computing platform, all table configuration, end-user training, network configuration, and similar activity. Installation also includes general network design consulting, network configuration, and installation and/or configuration of operating system software; including the Windows operating system and Microsoft SQL Server database management system. Agency is responsible for insuring that personnel are available and free of regular duty assignments during scheduled training periods. Training will require approximately 8 hours per person.



## ATTACHMENT G

# EIS SOFTWARE AGREEMENT

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### Sales, Service and License Agreement

THIS AGREEMENT is made and entered into this \_\_ day of \_January, 2020, by and between Washington County Sheriff's Office, OR, located at 215 SW Adams Ave, Hillsboro, OR 97123 (hereinafter "CUSTOMER"), and Executive Information Services, Inc., a Nevada Corporation located at 1396 NE 20th Ave. Suite 100, Ocala, FL 34470 (hereinafter "CONTRACTOR").

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### RECITALS

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WHEREAS,

- (a) the CUSTOMER agreed to purchase from CONTRACTOR the installation, implementation, training and other professional services described in a written statement of work signed by each of the parties that references this Agreement ("Services") and third party equipment ("Equipment") identified in Schedule A;
- (b) the CUSTOMER wishes to license from CONTRACTOR the software and related documentation ("Licensed Software"), including: (i) CONTRACTOR owned software and related documentation ("CONTRACTOR Software") which shall include any updates and upgrades provided by CONTRACTOR pursuant to the first year warranty support described in Schedule C ("Warranty Support"), as well as (ii) third party software and related documentation ("Third Party Software"), in each case as identified in the attached Schedule A; and
- (c) CONTRACTOR has agreed to provide the Services, sell the Equipment and license to CUSTOMER the Licensed Software subject to the terms and conditions of this Agreement.

### THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Scope of Services.** CONTRACTOR shall supply those products and perform those services specified in Schedule A, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.
2. **Product.** The product is the Software, Hardware and Services herein collectively referred to as the "Product", itemized in the Pricing Proposal and defined in the Statement of Work. These statements are attached hereto and are a part of this Agreement.
3. **Contractors Proposal.** This AGREEMENT shall include CONTRACTORS proposal which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this AGREEMENT, this AGREEMENT shall govern.



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4. **Term of Agreement.** The term of this AGREEMENT shall be from the date of execution to either 30 days following the acceptance of the system as operational or receipt by the CONTRACTOR of the final system payment from the CUSTOMER whichever occurs first, inclusive unless earlier terminated as provided herein.
5. **Performance.** Delivery and implementation of products and services itemized in Schedule A will be coordinated with designated officials of CUSTOMER and provided on a mutually acceptable schedule.
6. **Compensation.** In consideration for the provision by CONTRACTOR to CUSTOMER of the Equipment and Services and the license granted by CONTRACTOR to CUSTOMER for the Licensed Software, CUSTOMER shall pay CONTRACTOR the fees set forth in the attached Schedule A in accordance with the payment terms set forth in an attached system payment plan (Schedule B). The total amount payable to the CONTRACTOR by the CUSTOMER shall be the Contract Amount as above provided plus the amount of any applicable sales, use, or other taxes. CUSTOMER agrees to pay all Invoices within thirty (30) days of invoice date. CUSTOMER agrees to pay EIS a late payment finance charge equal to one and one percent (1%) per month of the unpaid balance.
7. **Taxes.** The Fees do not include taxes. If CONTRACTOR is required to pay any federal, state, or local taxes related to the Equipment, Services or Licensed Software provided hereunder, the taxes (other than taxes based on CONTRACTOR'S income) shall be billed to and paid by CUSTOMER. CUSTOMER is solely responsible for payment of any taxes resulting from CUSTOMER'S acceptance of this Agreement and CUSTOMER'S possession and use of the Product.
8. **License.** Subject to terms of this AGREEMENT, In accordance with the terms and conditions of this Agreement and subject to (i) the payment by CUSTOMER of the Fees and (ii) any restrictions, terms or conditions imposed by a third party in connection with its Third Party Software, CONTRACTOR hereby grants CUSTOMER a personal, perpetual (subject to Section 18), non-exclusive, non-transferable, revocable license itemized in Schedule A to use the Licensed Software at the Authorized Site(s), in object code format only, solely for CUSTOMER'S internal data processing purposes (the "License"). In the event of a conflict between this License and the restrictions, terms or conditions of a third party with respect to its Third Party Software, the third party restrictions, terms, and conditions shall govern. Upon reasonable notice and during normal business hours, CUSTOMER shall grant CONTRACTOR physical access to the Authorized Site(s) in order for CONTRACTOR to inspect the Authorized Site(s) and audit CUSTOMER'S use of the Licensed Software. CUSTOMER may not sell, lease, assign, sublicense, or otherwise transfer or disclose the Software in whole or in part, to any third party. The License shall remain in effect until terminated.

This Agreement allows you, the CUSTOMER to:



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- a) Install and use the Software on a single computer for each license purchased and make one copy of the Software in machine-readable form solely for backup purposes. CUSTOMER must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.
- b) Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of client workstations running the Software does not exceed the number of licenses of the Software purchased.
- c) Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of CUSTOMER's internal network, for Internet or Web-hosting services only by a user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each such client workstation.
- d) Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.
- e) CUSTOMER shall not decompile, disassemble or otherwise reverse engineer any of the Licensed Software or use any similar means to discover the source code or trade secrets contained therein. CUSTOMER may make and maintain no more than one (1) archival copy (for backup purposes only) of each item of Licensed Software, provided that each copy contains all legends and notices that appeared in the copies licensed by CONTRACTOR.
- f) In the event that CUSTOMER desires to use the Licensed Software at another site or change its Authorized Site(s), CUSTOMER shall provide CONTRACTOR with written notice thereof, including the location of the new site(s). Except with CONTRACTOR's prior written consent, CUSTOMER shall use the Licensed Software only at the Authorized Site(s).
- g) This Agreement does not transfer to CUSTOMER title to the Licensed Software or Proprietary Information, or any intellectual property contained therein. CUSTOMER may not rent, lease or sublicense the Software for any purpose. CUSTOMER may not modify the Software or create derivative works based upon the Software.
- h) If CUSTOMER is a unit or agency of the United States Government, CUSTOMER expressly agrees that the License is "commercial computer software" or "commercial computer software documentation". Absent a written agreement to the contrary, the rights granted herein are, in the case of civilian agency use, Restricted Rights, as defined by FAR §52.227.19, and, if for Department of Defense use, limited.



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- i) CUSTOMER may not release proprietary Software information such as Software database schemas or Software technical specifications.
- j) CUSTOMER may terminate the CONTRACTOR license at any time by destroying all copies, modifications, or merged portions of the Software.
- k) CUSTOMER may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.

9. **Warranty.** CONTRACTOR warrants, for the benefit of the CUSTOMER only, that during the Twelve (12) month period following the signing of this Agreement (the “Warranty Period”), the CONTRACTOR Software will operate in material conformity with the functional specifications set forth in the applicable related documentation supplied in writing by CONTRACTOR as defined in Schedule A. As CUSTOMER’s exclusive remedy for any defect in the CONTRACTOR Software to perform to the foregoing warranty, CONTRACTOR shall, during the Warranty Period, provide reasonable efforts to correct and cure such nonconformity or defect of the CONTRACTOR Software as provided for in the Warranty Support, provided CUSTOMER notifies CONTRACTOR in writing of such failure(s) during the Warranty Period. Warranty Support shall only be provided for the Twelve (12) month period following the signing of this Agreement. Warranty, if any, on Custom Software (defined as software that CONTRACTOR has not made generally available to its customers or software that CONTRACTOR developed at the request of CUSTOMER) shall be defined in a separate agreement. CUSTOMER may purchase support services from CONTRACTOR for subsequent years following the expiry of Warranty Support pursuant to the terms and conditions of CONTRACTOR’s standard Software Support Agreement(s), which shall be executed hereafter. CONTRACTOR shall not be liable to CUSTOMER for any loss of profits; any incidental, special, exemplary, or consequential damages; or any demands or claims of other parties for any amount exceeding the total of payments made to CONTRACTOR under the Agreement, whether or not CONTRACTOR is aware of or has been advised of any such claims or demands.

CONTRACTOR’s sole obligation thereafter, and CUSTOMER’s exclusive remedy, for any defect or nonconformity in the Third Party Software and Equipment shall be for the CUSTOMER to cooperate with the manufacturer to provide CUSTOMER with the benefit, if any, of the warranty and support commitment of the third party manufacturers and suppliers of equipment and product. CONTRACTOR shall use commercially reasonable efforts during the Warranty Period to furnish CUSTOMER with appropriate updates to Third Party Software, provided and to the extent such corrections or updates are made available to CONTRACTOR from the applicable third party. Further, to the extent permitted by the appropriate manufacturer and applicable law, CONTRACTOR shall pass through to CUSTOMER the manufacturer(s)’ and/or supplier(s)’ warranties on all Equipment and Third Party Software.

Notwithstanding anything to the contrary set forth in this Agreement, CUSTOMER’S sole remedy for any



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nonconformity or malfunction in the Equipment or Third Party Software shall be with its respective manufacturer and/or supplier.

10. **Insurance.** CONTRACTOR shall maintain comprehensive, broad form, general public liability and automobile insurance against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$1,000,000 for bodily injury or death to any one person for any one accident or occurrence and at least \$1,000,000 for property damage. CONTRACTOR shall furnish CUSTOMER with copies of all such policies or certificates upon request.
11. **Independent Contractor.** It is understood and agreed that CONTRACTOR, in the performance of the work and services agreed to be performed by CONTRACTOR, shall act as and be an independent CONTRACTOR and not an agent or employee of CUSTOMER.
12. **Assignability.** CUSTOMER may not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of CONTRACTOR. Neither this agreement nor any portion shall be assigned by CONTRACTOR without prior written consent of CUSTOMER. CONTRACTOR may contract or subcontract any or its rights, duties or obligations under this Agreement to a third party selected by CONTRACTOR.
13. **Indemnification.** CONTRACTOR shall defend, indemnify and hold harmless CUSTOMER, its officers, employees, and agents against any claim, loss or liability arising out of or resulting in any way from Services performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONTRACTOR'S officers, employees or agents. The acceptance of said services and products by CUSTOMER shall not operate as a waiver of such right of indemnification.
14. **Intellectual Property Indemnification.** (a) CONTRACTOR, at its own expense, will defend and indemnify CUSTOMER against third party claims that the CONTRACTOR Software infringes a United States trademark or copyright protected under United States law, provided CUSTOMER (i) gives CONTRACTOR prompt written notice of such claims, (ii) permits CONTRACTOR to defend or settle the claims, and (iii) provides CONTRACTOR all reasonable assistance in defending or settling the claims.  
  
(b) If the CONTRACTOR Software is subject to a third party claim of infringement, CONTRACTOR may elect to (i) obtain the right of continued use of such CONTRACTOR Software for CUSTOMER or (ii) replace or modify such CONTRACTOR Software to avoid such claim. If neither alternative is available on commercially reasonable terms, then, the applicable License will be terminated and no further Fees will accrue.  
  
(c) CONTRACTOR will not defend or indemnify CUSTOMER if any claim of infringement (i) results from CUSTOMER's design or alteration of any CONTRACTOR Software or (ii) results from use of the CONTRACTOR



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Software in combination with any third party products not authorized by CONTRACTOR.

(d) This Section 14 states the entire liability of CONTRACTOR and CUSTOMER's sole and exclusive remedies for trademark, copyright and any other intellectual property infringement.

15. **Acts of Insolvency.** The CUSTOMER may terminate this AGREEMENT by written notice to the CONTRACTOR if the CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceedings under any domestic bankruptcy or insolvency law or publicly announces liquidation proceedings.

In the event of such proceedings, the CUSTOMER may opt to continue the use of the Licensed Program for as long as it deems necessary or until it finds a suitable replacement. However, no act of insolvency on the part of the CONTRACTOR shall be interpreted as an extension or acknowledgment of right or title to the Licensed Program to CUSTOMER, such right and title falling to the principals, heirs or assigns of the CONTRACTOR.

16. **Liability.** Contractor agrees to perform the services in Schedule A in a professional manner and as otherwise set forth in this Agreement. Contractor warrants that custom and standard public safety application software provided to CUSTOMER will perform as specified by the AGREEMENT and in CONTRACTOR'S proposal. If Contractor is unable to cause software to perform as agreed, CUSTOMER shall be limited to its damages to a refund of the money paid for these services. CUSTOMER expressly agrees that CONTRACTOR shall not be liable to the CUSTOMER for any loss, liability, damage, cost or expense of CUSTOMER resulting from, or attributable to, the performance of the services. Except as provided herein, CONTRACTOR neither makes nor intends any express or implied warranties of any description including merchantability and/or fitness with respect to the services or any product thereof. CONTRACTOR disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Purchase Agreement.

In no event shall CONTRACTOR or its vendors, suppliers or licensors be liable to CUSTOMER or any third party for any indirect, incidental, special or exemplary or consequential damages, including without limitation, loss of profits or benefits, arising out of this agreement and even if advised of the possibility of such damages. In no event shall CONTRACTOR or its vendors, suppliers or licensors liability, whether in contract, tort or otherwise, exceed the amount of monies received by CONTRACTOR from CUSTOMER in connection with this agreement. The parties acknowledge that absent such limitation, CONTRACTOR would not be able to provide the equipment and services or license the licensed software to CUSTOMER for the consideration set forth in Schedule A. The cumulative liability of CONTRACTOR to the CUSTOMER for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to CONTRACTOR by the CUSTOMER within the last 12 months.

17. **Non-Discrimination.** CONTRACTOR shall not discriminate, in any way, against any person on the basis of age,



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sex, race, color, creed or national origin in connection with or related to the performance of this AGREEMENT.

18. **Termination.** CUSTOMER shall have the right to terminate this AGREEMENT, without cause, by giving not less than thirty (30) days' written notice of termination. CONTRACTOR shall be entitled to payment for deliverables in progress including expenses incurred; to the extent, work has been performed satisfactorily.

(a) The CUSTOMER or CONTRACTOR may terminate this Agreement at any time, upon written notice, if the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) days of written notice of such breach by the non-breaching party. Either party may terminate this Agreement effective immediately if the other party (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors; (iii) becomes subject to control of a trustee, receiver or similar authority; or (iv) becomes subject to any bankruptcy or insolvency proceeding and such proceeding is not dismissed within sixty (60) days. CONTRACTOR may terminate this Agreement immediately if CUSTOMER breaches Section 8.

(b) Upon termination or cancellation of this AGREEMENT or any License granted hereunder by CONTRACTOR, (i) the License to all Licensed Software, in the case of termination or cancellation of this AGREEMENT, (ii) the License to the specific item of Licensed Software, in the case of the termination or cancellation of the License to a specific item of Licensed Software, shall automatically terminate and (iii) CUSTOMER shall destroy (and certify such destruction in writing,) or return to CONTRACTOR all copies of the Licensed Software and any other Proprietary Information in CUSTOMER possession. Upon termination of this Agreement by COUNTY, (i) Section 8 and the License rights granted therein shall survive and continue for so long as COUNTY remains in compliance with its obligations under this Agreement, including without limitation, Sections 8 and 19; and (ii) all warranties made by CONTRACTOR shall automatically terminate. Any provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder shall survive the termination or expiration of this Agreement.

19. **Confidentiality.** CONTRACTOR may disclose to CUSTOMER information which it considers confidential and proprietary, including without limitation, documentation, plans, business and technical information, marketing and other materials, software and data ("Proprietary Information"). CUSTOMER shall keep the Proprietary Information in confidence, protect the Proprietary Information from disclosure to third parties and restrict its use as provided in this AGREEMENT. CUSTOMER shall not copy Proprietary Information, in whole or in part, except as authorized by CONTRACTOR in writing. CUSTOMER acknowledges that unauthorized disclosure of Proprietary Information may cause substantial economic loss to CONTRACTOR and/or its vendors, suppliers and licensors and CONTRACTOR is entitled to obtain injunctive or other equitable relief in connection therewith.



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Upon termination or cancellation of this AGREEMENT or any License granted hereunder, (i) the License to all Licensed Software, in the case of termination or cancellation of this AGREEMENT, (ii) the License to the specific item of Licensed Software, in the case of the termination or cancellation of the License to a specific item of Licensed Software, shall automatically terminate and (iii) CUSTOMER shall destroy (and certify such destruction in writing,) or return to CONTRACTOR all copies of the Licensed Software and any other Proprietary Information in CUSTOMER's possession.

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

CUSTOMER shall inform and instruct its employees and agents of their obligations under this Section 19.

**Limits on Confidential Information.** Confidential information shall be deemed proprietary to the CONTRACTOR except to the extent such information or portions of such information are deemed not to be confidential or privileged under state or federal law. Confidential Information shall not be deemed proprietary and the CUSTOMER shall have no obligation with respect to such information where the information (i) was independently developed by CUSTOMER without the use of the Confidential Information; or (ii) was ordered to be publicly released by the CUSTOMER by a court or competent jurisdiction.

This Section 19 will survive termination, expiration or cancellation of this AGREEMENT.

20. **Governing Law.** The validity, interpretation, performance and enforcement of this Agreement and all matters arising directly and indirectly from this Agreement ("Agreement Matters") shall be governed by the internal laws of the State of Oregon, without regard to any conflicts or choice of law rules.
21. **Compliance with Laws.** CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
22. **Waiver.** CONTRACTOR agrees that waiver by CUSTOMER of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CUSTOMER of the performance of any work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

### 23. Miscellaneous



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(a) All risk of loss or damage to Equipment and Licensed Software will pass to CUSTOMER upon delivery to the Authorized Site(s). Title to Equipment will pass to CUSTOMER upon payment in full of the applicable Fees, therefore.

(b) CONTRACTOR may reference CUSTOMER as a user of CONTRACTOR products and services in the promotion of CONTRACTOR products and services.

24. **Force Majeure.** Neither CUSTOMER nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of CUSTOMER or CONTRACTOR, respectively. CONTRACTOR shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. **Notices.** Any notice required or permitted to be given shall be delivered by hand, by overnight courier, by fax with confirming letter mailed under the conditions described herein, or by registered or certified mail, postage prepaid, return receipt requested, to the address of the other party first set forth below. Notice so given shall be deemed effective when received, or if not received by reason of fault of the addressee, when delivered, addressed to the respective parties as follows:

TO CUSTOMER: Washington County Sheriff’s Office \_\_\_\_\_  
215 SW Adams Ave, \_\_\_\_\_  
Hillsboro, OR 97123 \_\_\_\_\_

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

26. **Agreement.** This AGREEMENT (including the Schedules referenced in it and attached to it) together with the Personal Services Contract entered into between the parties contemporaneously with this Agreement (including the additional documents and attachments incorporated therein) sets forth the entire AGREEMENT and understanding between the parties with respect to its subject matter and merges and supersedes all previous communications, proposals, negotiations, representations, understandings and AGREEMENTs, either oral or written, between the parties with respect to the subject matter hereof. The terms, provisions or conditions of any purchase order or other business form or written authorization used by CUSTOMER will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this AGREEMENT, regardless of any failure of CONTRACTOR to object to those terms, provisions or conditions.

Each paragraph and provision of this AGREEMENT are severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this AGREEMENT will remain in full force and effect.



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27. **Modification.** This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both CUSTOMER and CONTRACTOR. CUSTOMER understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

CUSTOMER

CONTRACTOR

\_ Washington County Sheriff's Office \_

Executive Information Services, Inc.

by \_\_\_\_\_

by \_\_\_\_\_

title \_\_\_\_\_

title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_

Title \_\_\_\_\_



## Schedule A

### PROJECT DELIVERABLES & SCOPE OF SERVICES

#### Product

The product is the Software, Products, and Services herein collectively referred to as the “Product”, itemized in the Pricing Proposal Number: 19000142 Rev 4\_\_ Dated \_\_January 7, 2020\_\_

#### Sale and License

EIS hereby sells and licenses to Agency and Agency agrees to purchase and license from EIS for Agency’s purposes the Product. Agency is hereby licensed to use the EIS Software Modules identified in the EIS Quotation contingent upon the acceptance of EIS’s Computer Software License Agreement (“License Agreement”) to be provided with the software.

<u>Part #</u>	<u>Description</u>	<u>License Level</u>	<u>Quantity</u>
<b>Application Software</b>			
JMSSVD	JMS Application Software	Agency/Site	1
JMSASP	JMS Viewer	Server	1
JMSPREBOOK	JMS Pre-Booking	Server	1
JMSPROG	JMS Programs Module	Agency/Site	1
MATX-	M2 Data Switch -	Agency/Site	1
ORLEDSQ	ORLEDS Inquiry Adapter (Includes 6 Standard Keys)	Agency/Site	1
JMSEMUG	Enhanced Mugshot Capture	Device	1
RMSSMS	Streaming Media Server Software	Agency/Site	1
MSBTS	Media Service Encoder	Agency/Site	1
BFINGER	Fingerprint Verification Engine*	Server	1
BIOENGSRV	Biometric Engine Server	Server	1
JMSWLHS	PocketJMS Software	Agency/Site	1
<b>Interface/Application Software</b>			
JMSLVS	JMS LiveScan Interface (Cogent export)	Agency/Site	1
	JMS LiveScan Interface (Cogent import)	Agency/Site	1
JMSCOM	JMS Inmate Phone Initiation Interface (GTL/Telemate)	Agency/Site	1
JMSKEF	JMS Inmate Commissary Interface (Keefe)	Agency/Site	1
JMSEMR	JMS Inmate EMR (NaphCare/Techcare export)	Agency/Site	1
	JMS Inmate EMR (NaphCare/Techcare import)	Agency/Site	1
TXT2DE	JMS DL Scan Import	Agency/Site	1
TXT2DT	- WA State DL Template	Agency/Site	1
TXT2DT	- OR State DL Template	Agency/Site	1
	SCAAP reporting Interface	Agency/Site	1
	SSA Report Interface	Agency/Site	1
	VINES - Provided directly by Apriss - NC EIS	Agency/Site	1



## EIS SSLA

M2ORLJMSA	ORLEDS Integration Adapter JMS*	Agency/Site	1
SRVH11	PBK Karpel Export View	Agency/Site	1
	JMS NIST File Import & Enrollment	Agency/Site	1

### Professional Services

SRVH1	Project Management & Coordination Services	Hours	440
SRVH2	Technical Services	Hours	188
SRVH7	On-Site Installation	Hours	156
SRVH4	Documentation & Reporting Services	Hours	120
SRVH5	System Configuration Services	Hours	356
SRVH9	Test/Training Instance Installation	Project	1
SRVH5	Data Conversion - Tiburon JMS & Mugshot data	Project	1
SRVH5	Data Conversion - PSWEB	Project	1
SRVH5	Data Conversion - Jail Systems	Project	1
SRVH5	Data Conversion - Rehab	Project	1
SRVH5	Data Conversion - Cogent Data Migration and Enrollment	Project	1

### Training Services

SRVH8	JMS Administration Training	Classes	2
SRVH9	JMS User Training	Classes	12
SRV5	Travel & Per Diem	As Proposed	N/A

### Support Services

	System Support (12 Months from System Go-Live) - Standard 7X24.	Month	12
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### Hardware

None



EIS SSLA

### Schedule B

### Payment Schedule

Total Contract Value: \$\_\_785,170.00\_\_\_\_\_ USD

### Payment Schedule

#### Project Payment Schedule

#### Hardware

EIS Provided Hardware	100%	on Delivery
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#### Software and Services

Due on Signing of Contract	40%	\$314,068.00
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Due on Acceptance of Project Plan	10%	\$78,517.00
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Due on Installation Certification	20%	\$157,034.00
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Due on Go-Live	20%	\$157,034.00
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Due at Final Acceptance	10%	\$78,517.00
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## Schedule C

# SCHEDULE OF WARRANTY SUPPORT SERVICES

## 1.0 SUPPORT SERVICES

Executive Information Services, Inc. will provide Support Services (as that term is defined in Section 2.0) for licensed Software (as that term is defined in this Section 1.0) in accordance with the provisions of this document.

**GENERAL PROVISIONS.** Standard Support Services only relate to EIS application software that is validly licensed by Customer pursuant to a Sales, Service and License Agreement that is in effect between Customer and EIS (the “Software”). Support Service plans do not cover computer hardware, operating systems, e-mail systems, networks, network operating systems, or other computer or network components whether or not they were provided by Contractor. Support Services do include limited diagnostic services and coordination with hardware support vendors, communications vendors, E911 vendors, radio console vendors, and other involved third parties. All charges by third parties for system software licenses, cabling, hardware components, etc. are the responsibility of the Agency.

**SUSPENDED SERVICE.** Contractor will suspend Support Services on any Agency with an outstanding invoice more than 90 days in arrears. Agencies with suspended Support Services may have service reinstated by paying all back-due service fees, the annual support fee for the current period, and the then-current reinstatement fee. In the event that Agency terminates this Agreement or elects not to renew this Agreement and allows Support Services to lapse, in order to reinstate Support Services Agency will be required to enter into a new Support Services Agreement and will be required to pay all back-due Support Fees that would otherwise be applicable to the lapsed period in addition to the then current Support Fees for the new term.

**COMPANY QUALIFICATIONS.** Contractor has and will maintain the personnel, experience and knowledge necessary to qualify Contractor to perform the duties under this agreement.

**DOJ COMPLIANCY.** Contractor support personnel have undergone background checks. Agencies that require a CJIS vendor contract or need to maintain additional validation related to Contractor support personnel should contact EIS Support.



## 2.0 LISTING OF SERVICES

EIS provides the following software and technical support services and reserves the right to change or modify the services at any time and upon 45 days' notice to Agency (the "Support Services"). EIS will use commercially reasonable efforts to provide solutions for any problem or issue reported and determined to be in the EIS Software or documentation. While it is EIS's goal to provide an acceptable resolution for all incoming service requests, EIS cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved.

EIS personnel, when accessing Agency's network through a remote access connection and when providing on-site Support Services, shall comply with the company regulations provided to EIS in advance regarding security, safety and professional conduct.

1. Telephone Technical Support—Agency has access to EIS qualified technical and applications support personnel via the Call Center number listed herein. EIS will use reasonable efforts to resolve any query relating to EIS licensed Software or its use or operation by Agency.
2. Software Remediation—EIS will use its reasonable efforts to correct or circumvent any reported error in licensed Software in order to bring the Software into material conformance to the then current published documentation.
3. Diagnostic Services—Support Services include diagnostic services that may be reasonably required to correct reproducible errors or malfunctions in the licensed Software. EIS will also work closely with Agency personnel where necessary to coordinate repair efforts with other vendors or in-house technicians.
4. Interface Maintenance—Support Services on State Interface Gateways includes programming modifications mandated by State Agencies and agreed to by EIS in writing. New state switches requiring new gateways and completely different protocols or message formats may be subject to additional charges. Due to variability, changes to E-9-1-1 interfaces may be subject to additional charges. All other third party interface support is subject to additional charges.
5. System Notification Service—Periodically EIS releases electronic bulletins or newsletters designed to alert users to potential problems with EIS systems, virus threats, or provide best use recommendations.
6. General Systems Consulting—EIS provides limited consulting services when related to EIS products and product use within the Agency.
7. Software Updates—"Updates" means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality that EIS makes generally available to its customers as part of its Support Services. Minor Updates are included in standard service plans. Minor Updates are normally provided via remote support facilities and do not involve on-site visits. Additional service packs or updates may be applied depending on individual agency circumstances. "Upgrades" means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software, that require significant database



changes, data conversions, re-installation of software systems, or extensive operator training, that EIS makes generally available to its customers and are subject to additional charges. Charges for major Upgrades depend on the scope of the changes, size of the agency, required days on site, and other factors related to implementation costs.

*Updates are scheduled with each agency on a case by case basis and Agency has the option to accept or decline any update provided that EIS shall no longer be obligated to perform certain obligations as further described herein or in the EIS Sales, Service and License Agreement in the event that the Agency has failed to install any update. Due to variables in scheduled feature sets and program development, no guarantees of releases or release dates for any software are made. When Updates are anticipated, Agency will be provided the release notes corresponding to the Update.*

8. Documentation Updates—Updated documentation for every release, Update or change to the system will be provided embedded within the application Software as part of the distribution software.

#### **REMOTE ACCESS SUPPORT**

Support Services are normally provided via a remote access connection to the Agency. This is normally done via a high speed Internet connection from the EIS Support Center to the customer site. EIS can provide programs for a secure link or will work with most existing Agency VPN's or security appliances. Low speed connections can degrade the ability of EIS to respond to client requests or provide updates. Remote Support Services include Updates, diagnostic services, and client initiated remote desktop sessions. At the agency's option, prior to establishing an unattended connection, EIS will email a connection notification to a defined email at the agency indicating that an external connection will be established to the agency's system. If the connection to the agency's servers result in the resolution of the reported issue, a SR closing email would be sent to the agency's notification list.

#### **ON-SITE SUPPORT**

At its own discretion, EIS will provide on-site support, if required. This is usually reserved for critical failures that render the system inoperable or seriously degrade system performance. Response time is dependent on distance, severity of the errors, and other factors and is coordinated with the designated Agency project manager.

## **3.0 SERVICE REQUESTS**

A Service Request (SR) may be filed by Agency for any operational problem or Software error. An error is any reported malfunction or other defect in the EIS licensed Software that can be reproduced by EIS and that constitutes a non-conformity from the product documentation provided by EIS to Customer under the Sales, License and Services Agreement.

Regardless of how submitted, all Service Requests are documented in an on-line database at the EIS customer support WEB site along with remedial actions and other pertinent data.



EIS SSLA

## SERVICE REQUEST SUBMISSION

Service Requests can be submitted by any means convenient to Agency; phone, fax, e-mail, or WEB. Critical high priority service requiring immediate assistance should be submitted by phone to the EIS Call Center. This is available 24 x 7. We request after hours calls be limited to emergency, priority 1 calls. Unless restricted by Agency, EIS will accept routine and emergency calls from any Agency personnel. Contact numbers and addresses are:

Mailing Address: Executive Information Services, Inc.  
1396 NE 20<sup>th</sup> Avenue, Suite 100  
Ocala, FL 34470

Call Center: (208) 580-0400  
Fax Number: (209) 370-9921  
WEB Site Address: [www.goeis.net](http://www.goeis.net)  
Support Portal: [www.portal.goeis.net](http://www.portal.goeis.net)  
E-Mail Address: [support@goeis.net](mailto:support@goeis.net)  
Automatic Problem Report: [support@goeis.net](mailto:support@goeis.net)

## SUBMISSION GUIDELINES

1. Critical issues should be reported by telephone to the EIS Call Center (208) 580-0400
2. Issues and service requests can be submitted by any of the following.
  - a. Contact the EIS Call Center by telephone at the above number.
  - b. Send an e-mail with pertinent details on the issue to [support@goeis.net](mailto:support@goeis.net). This will create an automatic service request in our system and notify support technicians. You will be provided details by return e-mail and your issue will be reviewed within 24 hours.
  - c. Log onto our support WEB site and submit the issue.
3. In all cases, the following details should be provided.
  - a. Full contact information including your name, your agency, contact phone number and e-mail address.
  - b. The particular program or product that is causing the issue.
  - c. All details you have on the issue.
  - d. Date/time the issue occurred
  - e. Workstation/Server where the issue occurred
  - f. Symptoms of the problem. What error message displayed.
  - g. Did the problem occur once or often? Is the problem erratic or consistent? Can the problem be duplicated and if so, what are the steps to duplicate it.
  - h. Enclose a screen shot if possible.
4. An automated system response is sent to the originator and designated Agency contacts when the service request is created in the system and whenever key details on the service request change in the system.
5. An agency can check their service request status at any time at the EIS Service Request portal above.

## SERVICE LEVEL RESPONSE



EIS SSLA

Each Service Request is assigned a priority based on its severity and disruption to the Agency. EIS has set the following priorities guidelines.

Priority	Level	Description	Processing
1	Critical	A major system or sub-system has failed and become inoperable. For example a CAD has failed. Agency cannot perform a critical job function. Agency has initiated support request via direct telephone to EIS support desk.	Service is continuous. If the issue cannot be resolved by the answering technician, then escalation is immediate. Response time will vary from immediate to within several hours, but will not be longer than 4 hours
2	High	A major component or sub-system has failed. For example a state interface has failed and is seriously degrading the CAD system. Agency job function is degraded or limited. Agency has initiated support request via direct telephone to EIS support desk.	Service is determined by the nature of the problem and consultation with the Agency. The problem is given priority support and may be escalated as necessary.
3	Medium	A processing error has occurred or there is an error in processing. For example a data field is not saving in a report, a report has incorrect totals, etc. Agency experiences intermittent problem or minor degradation.	Service is routine. Escalation depends on circumstances. Program errors may be fixed by service packs, delayed to regular releases, or work-arounds applied as necessary.
4	Low	Low priority. Error in provided component causing operational function/feature to occasionally fail or cause minor inconvenience.	Service is generally handled in the course of regular system updates. Will be addressed as soon as feasible for EIS
5	Enhancement	Modification to the behavior of an existing feature, or the addition of a new feature/function or report at the request of the agency.	Enhancement request is reviewed and slated for development as determined by the EIS software review team. Enhancements are provided in the course of regular system updates. No commitment of delivery by EIS unless contractually stated.

**SERVICE REQUEST ASSIGNMENT**

Each service request submitted is assigned to an EIS support technician that has responsibility for resolving the issue, keeping the Agency notified of progress on the issue, and ultimately resolving and closing the issue. The assigned person is provided in an automatic response to the requestor and is available on the support WEB portal. You may contact the assigned person at any time for an update on the status of the Service Request, to update priority, or to discuss additional details on the issue.



**SERVICE REQUEST STATUS**

Each Service Request is assigned a status. Status codes are:

OPEN The SR is actively being worked on by EIS

COMPLETE EIS has completed all work on the SR and is waiting authorization to close it.

CLOSED The SR is no longer active in the system. Closed SR's are no longer tracked by EIS.

**ESCALATION**

EIS has designated a group of senior technical and programming resources that are available for critical service requests that cannot be handled in the course of normal business. This team is notified immediately on all priority 1 service requests and notified when appropriate on other critical issues. EIS management reviews all escalated and priority 1 critical service requests on a weekly basis.

**CLOSING SERVICE REQUEST**

Service requests are closed based on consultation with Agency. A completed service request has its status changed to COMPLETE by EIS pending consultation and review for closure. An EIS representative will review the case with the originator or with a designated Agency contact before closing the support request. This may be by e-mail or phone as is most convenient. If a timely contact cannot be established for review, EIS will close the request.

An automatic system response is sent to the originator and all designated Agency contacts when a service request is closed.

**PRODUCTION SYSTEM**

Standard Support Services and escalation apply to Agency production systems. Licensed EIS Software on test, training, development, or other non-production systems receives a medium level response and is scheduled in consultation with the Agency.

**EXCLUSIONS**

1. EIS assumes no responsibility for computer hardware or third party software including operating systems, communications circuits, electronic mail systems, overall network performance, user profiles, and other network management functions.
2. Data backup and integrity checking is the responsibility of the agency.
3. Virus protection, system intrusions, security breaches, and malware protection are the responsibility of the agency.
4. Table maintenance, including offense code tables, are the responsibility of the agency. EIS provides utility and maintenance programs that facilitate this.
5. Access Control and security setup for agency users is the responsibility of the agency. EIS provides utility programs that facilitate this.



## EIS SSLA

6. Errors caused by mis-use, use on inadequate or out of date hardware or operating system software. Errors caused by conflicts with other third party or Agency provided software.
7. New custom reports or report modifications are not included in standard Support Services.
8. If required, EIS may provide release notes, on-line tutorials or other training on new features or operational problems under the service agreement. Full training for new users or general training for the agency that requires on-site services is not included in the standard Support Services.
9. EIS shall not be required to provide Support Services for any non-current versions of the Software or for errors or deficiencies in the Software for which an Update has been provided to CUSTOMER that CUSTOMER elected not to accept and install.

### **ENHANCEMENT REQUESTS**

Requested system enhancements, including new report requests, are considered for inclusion in EIS products at EIS's sole option. No guarantee of implementation is made and no timeframes are provided for any requested enhancements. *Enhancements and product content and feature sets are at the sole discretion of EIS. Custom feature requests are not included in standard support plans. Any feedback, ideas, and suggestions for enhancements to EIS Software that Agency submits will become the property of EIS. EIS may use this information for any EIS business purposes, without restriction, including for product support, development, for sale, license or other transfer to third parties without any obligation to Agency.*

## **4.0 AGENCY RESPONSIBILITIES**

The level of service EIS can provide is dependent upon the cooperation of the Agency and the quantity of information that the Agency can provide. If the Agency cannot reproduce a problem or if the Agency cannot successfully gather adequate troubleshooting information, EIS may not be able to ultimately resolve the problem. Careful submission of service requests is an important Agency responsibility.

### **FACILITY, SYSTEM AND DATA ACCESS**

In order to provide Agency with technical support, EIS may need to remotely access Agency computing environment. This access is for diagnostic, backup, or data recovery purposes only. Access methods and procedures are worked out with each customer individually. As part of Support Services, EIS may be given access to your data and may temporarily copy all or parts of databases from your systems. Data is not permanently retained and is destroyed when no longer required for diagnostics. Agency is notified of any data access in advance. If on-site services are required, EIS will require access to facilities and equipment on-site. Agency represents and warrants to EIS that Agency has obtained all necessary rights and consents from the owners of any data to provide such data to EIS for use by EIS in accordance with this Agreement.

### **CUSTOMER CONTACTS**



EIS SSLA

A primary Agency contact is required on each agreement to obtain Support Services from EIS. Up to three additional Agency contacts can be provided to EIS. Agency contacts are sent all notifications on any service requests submitted by the agency and receive all EIS electronic notifications and communications.



EIS SSLA

### Agency Information

Agency: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Main Phone: \_\_\_\_\_

Primary Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_  
E-Mail \_\_\_\_\_

Additional Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_  
E-Mail \_\_\_\_\_

Additional Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_  
E-Mail \_\_\_\_\_

Additional Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_  
E-Mail \_\_\_\_\_





EIS SSLA

**Schedule D**  
**COST PROPOSAL**

# WASHINGTON COUNTY MINUTE ORDER

4  
Pages



## MINUTE ORDER

## 2019-334

Topic: Bid Award  
Subject: Authorize Negotiations and Contract Award for Jail Custody Management System (2019.050P)  
Dept: Sheriff's Office

FOR WASHINGTON COUNTY CLERK'S USE ONLY



**FILED**

OCT - 1 2019

Washington County  
County Clerk



# AGENDA

## WASHINGTON COUNTY BOARD OF COMMISSIONERS

**Agenda Category:** Consent – Sheriff’s Office

**Agenda Title:** **AUTHORIZE NEGOTIATIONS AND CONTRACT AWARD FOR JAIL CUSTODY MANAGEMENT SYSTEM (2019.050P)**

**Presented by:** John Styer – Administrative Manager, Washington County Sheriff Office

**SUMMARY:**

Request your Board authorize negotiation and execution of a contract with Executive Information Services, Inc. (EIS) to provide and implement a Jail Custody Management System. The Washington County Jail currently utilizes Tiburon JMS and has built additional applications and solutions to fulfill business capability needs not provided by the Tiburon product. The Tiburon product has been in place since 2001 and no longer meets the needs of the Jail. Staff is looking for a new solution to increase the efficiency and effectiveness of the daily Jail Operations and emergency processes, as well as the efficiency and effectiveness of the Jail Staff in logging, searching, viewing, and connecting information across custody management workflows i.e. pre-book, booking, classification, management of inmate activities and appointments, incidents/discipline, sentencing, and reporting.

The required legal advertisements for the multi-tiered Request for Proposal (RFP) document were released April 03, 2019. Five responses to Tier One were received by the due date and time. Four responders were invited to, and did, submit proposals in response to Tier Two of the process based on their Tier One submittals. Based on the Tier Two submittals two proposers were selected to provide demonstrations. See Attachment A for the scoring detail of each Tier.

A selection committee consisting mostly of end users was formed to evaluate the two remaining systems (Executive Information Services, Inc. (EIS) and Black Creek Integrated Systems Corp. Each vendor was provided a script to follow for an 8-hour demonstration of their jail management system. The first thing that was noticed by the committee was Executive Information Services, Inc. (EIS) had loaded their system with criminal charges from Oregon. Black Creek was using charges from their home town on the east coast. This attention to detail from EIS stayed consistent throughout the demo.

(continued)

Attachment A: Scoring Information

**DEPARTMENT’S REQUESTED ACTION:**

Request your Board authorize negotiation and execution of a contract with Executive Information Services, Inc. (EIS) to provide and implement a Jail Custody Management System.

**COUNTY ADMINISTRATOR’S RECOMMENDATION:**

I concur with the requested action.

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS

MINUTE ORDER # .....19-334.....

DATE .....10-1-19.....

BY Barbara Hejmanek  
CLERK OF THE BOARD

Agenda Item No.	<u>2.j.</u>
Date:	10/01/19

**AUTHORIZE NEGOTIATIONS AND CONTRACT AWARD FOR JAIL CUSTODY  
MANAGEMENT SYSTEM (2019.050P)  
BCC 10/01/19**

Advantages of EIS include: EIS has systems in many Oregon jails already, along with Clark County in Washington. Their system already addresses Measure 11 charges which are specific to the State of Oregon. Along with this, EIS allows for multiple arrests for a single booking. While this is not entirely unique to Oregon, it is not very common. EIS provides an intuitive pre-booking web application which can be used to significantly speed up the transfer of custody from arresting agencies to the jail. EIS allows for configurable alerts based on user defined parameters and customized workflows. The system uses SQL Server Reporting Services allowing us to adjust and build reports to our needs. EIS also allows direct access to our data.

Disadvantages of EIS include: the EIS screens are very busy with many data fields. Due to the customizable nature of the system, it will require a significant amount of time to develop the workflow, custom alerts, and reports. EIS also does not have extended narratives for each record which will require a work around.

Advantages of Black Creek Integrated Systems Corp include: Black Creek is a well-established system on the East Coast. They also provide a very customizable system including the ability to customize data elements for a "quick booking." The system is web based allowing access from many platforms. Black Creek stores all visitors, inmates, and victims in one table distinguishable with a type. Black Creek offers table level lock for editing data.

Disadvantages of Black Creek Integrated Systems Corp include: Black Creek has no installations in Oregon or on the West Coast. Their customer support is Central Time from 7:30 am to 5:30 pm. Outside of those hours you are directed to an "on call" technician. If two booking records are intentionally merged, Black Creek requires that you call their support desk to separate those records as it cannot be done by an on-site system administrator. Their web-based system is not compatible with Internet Explorer 11. Lastly, their last name field has limited size causing problems for inmates with long hyphenated names.

Based on these two demonstrations, the committee scored EIS above Black Creek.

**ADDITIONAL INFORMATION:**

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**Community Feedback (Known Support/Opposition): N/A**

**Legal History/Prior Board Action:** On July 22, 1997 the Board authorized a contract with Tiburon, Inc. to provide a Custody Management Information System for the Washington County Jail. The system was completed and put into production in November 2000 and accepted in February of 2001.

**Budget Impacts:** Funding for the replacement JMS system is included in the Fiscal Year 19/20 ITS Demands as part of the FY19/20 adopted budget.

**AUTHORIZE NEGOTIATIONS AND CONTRACT AWARD FOR  
JAIL CUSTODY MANAGEMENT SYSTEM (2019.050P)**

**Attachment A – Scoring Information**

Tier 1: Based on responses to the Required Function list

<b>Proposer:</b>	<b>Score out of a possible 680 points:</b>
1. Tyler Technologies	545
2. Executive Information Services, Inc. (EIS)	596
3. Beacon Software Solutions	567
4. DXC Technology Services LLC	645
5. Black Creek Integrated Systems Corp	604

Based on scoring Tyler Technologies did not move on to Tier Two.

Tier 2: Based on written proposals

<b>Proposer:</b>	<b>Score out of a possible 110 points:</b>
1. Executive Information Services, Inc. (EIS)	104
2. Beacon Software Solutions	84.9
3. DXC Technology Services LLC	73.5
4. Black Creek Integrated Systems Corp	100.3

The top scoring proposers, EIS and Black Creek, were invited to provide demonstrations of their solutions.

Scripted demonstrations:

<b>Proposer:</b>	<b>Score out of a possible 120 points:</b>
1. Executive Information Services, Inc. (EIS)	101
2. Black Creek Integrated Systems Corp	75



# **BUSINESS LIABILITY COVERAGE FORM**

**QUICK REFERENCE  
BUSINESS LIABILITY COVERAGE FORM  
READ YOUR POLICY CAREFULLY**

<b>BUSINESS LIABILITY COVERAGE FORM</b>	<b>Beginning on Page</b>
<b>A. COVERAGES</b>	<b>1</b>
Business Liability	<b>1</b>
Medical Expenses	<b>2</b>
Coverage Extension - Supplementary Payments	<b>2</b>
<b>B. EXCLUSIONS</b>	<b>3</b>
<b>C. WHO IS AN INSURED</b>	<b>10</b>
<b>D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE</b>	<b>14</b>
<b>E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS</b>	<b>15</b>
1. Bankruptcy	<b>15</b>
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	<b>15</b>
3. Financial Responsibility Laws	<b>16</b>
4. Legal Action Against Us	<b>16</b>
5. Separation Of Insureds	<b>16</b>
6. Representations	<b>16</b>
7. Other Insurance	<b>16</b>
8. Transfer Of Rights Of Recovery Against Others To Us	<b>17</b>
<b>F. OPTIONAL ADDITIONAL INSURED COVERAGES</b>	<b>18</b>
Additional Insureds	<b>18</b>
<b>G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS</b>	<b>20</b>



# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

**BUSINESS LIABILITY COVERAGE FORM**

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

**2. MEDICAL EXPENSES****Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
  - (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## **B. EXCLUSIONS**

### **1. Applicable To Business Liability Coverage**

This insurance does not apply to:

#### **a. Expected Or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### **b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

**BUSINESS LIABILITY COVERAGE FORM**

**(b)** "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i)** Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii)** Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:
  - (a)** Employment by the insured; or

**(b)** Performing duties related to the conduct of the insured's business, or

- (2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

**(1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**(a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

**(i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

**(ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

**BUSINESS LIABILITY COVERAGE FORM**

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**BUSINESS LIABILITY COVERAGE FORM****g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**BUSINESS LIABILITY COVERAGE FORM****o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) An "advertisement" for others on your web site;
  - (b) Placing a link to a web site of others on your web site;
  - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
  - (d) Computer code, software or programming used to enable:
    - (i) Your web site; or
    - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

**BUSINESS LIABILITY COVERAGE FORM****2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:****a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1)** "Bodily injury" or "personal and advertising injury":
    - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
    - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
    - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
    - (d)** Arising out of his or her providing or failing to provide professional health care services.
- If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2)** "Property damage" to property:
    - (a)** Owned, occupied or used by,

**BUSINESS LIABILITY COVERAGE FORM**

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

**BUSINESS LIABILITY COVERAGE FORM**

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**BUSINESS LIABILITY COVERAGE FORM**

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

**BUSINESS LIABILITY COVERAGE FORM**

This Paragraph **f.** applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

- a.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b.** With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom a claim is made or "suit" is brought.

**6. Representations****a. When You Accept This Policy**

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and

- (3)** We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

**BUSINESS LIABILITY COVERAGE FORM****(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us****a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**BUSINESS LIABILITY COVERAGE FORM****F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision – Permits**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

#### **7. Additional Insured – Vendors**

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

**10. Additional Insured – Co-Owner Of Insured Premises**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

**G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

**BUSINESS LIABILITY COVERAGE FORM**

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in **a.** above;
  - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

**12. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

**BUSINESS LIABILITY COVERAGE FORM**

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

**BUSINESS LIABILITY COVERAGE FORM**

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

**BUSINESS LIABILITY COVERAGE FORM**

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

For Administrative Use Only – Z99999

Supplier Name: Executive Information Services Inc

Actual Contract Number (CustomText4): 20-0095

Department (Location): SS - Info Services

Contract Type: 2 P/P Services

Contract Sub Type (Custom2Code):

Minute Order Date: 10/1/2019

Minute Order Number: 19-334

Master Contract Number (CustomText1): 20-0095

Bid/RFP # (BidRFP): 2019.050P

BPO Number (Custom1Code): Expense Contract

SHIP TO (LocShipTo): SS - Info Services

BILL TO (LocBillTo): SS - Info Services

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): Wayne Flynn

## Certificate Of Completion

Envelope Id: CA0F03E02FB244809720E8F1A878D8A4	Status: Completed
Subject: Please DocuSign: Washington County Contract 20-0095: Executive Information Services Inc	
Source Envelope:	
Document Pages: 149	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kittie Kong
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	kittie_kong@co.washington.or.us
	IP Address: 204.147.152.15

## Record Tracking

Status: Original	Holder: Kittie Kong	Location: DocuSign
1/27/2020 3:53:56 PM	kittie_kong@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

## Signer Events

Jeff Pugh  
 Jpugh@goeis.net  
 Executive Vice-President  
 Security Level: Email, Account Authentication (None), Authentication

## Signature

DocuSigned by:  
  
 64335E59C7CD4C5...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 206.191.12.18

## Timestamp

Sent: 1/27/2020 4:28:48 PM  
 Viewed: 1/27/2020 4:41:28 PM  
 Signed: 1/27/2020 4:43:33 PM

## Authentication Details

Phone Auth:  
 Transaction: b3ddec5c-2eac-4ee1-aa49-6e9ec068b0d0  
 Result: passed  
 Vendor ID: Authenticate  
 Type: PhoneAuth  
 Performed: 1/27/2020 4:41:11 PM  
 Phone: +1 405-219-9082 (recipient-provided)

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/27/2020 4:41:28 PM  
 ID: dc113164-2b35-4acb-87a9-43f7cb9f1a07

Gregg Merlihan  
 CMerlihan@harriscomputer.com  
 Senior Executive Vice President  
 Security Level: Email, Account Authentication (None), Authentication


DocuSigned by:  
  
 0A02924E480543C...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 173.225.61.12

Sent: 1/27/2020 4:43:37 PM  
 Viewed: 1/27/2020 4:56:25 PM  
 Signed: 1/27/2020 5:08:27 PM

## Authentication Details

Phone Auth:  
 Transaction: 7fd035e2-f380-481b-87bd-78f69900fd11  
 Result: passed  
 Vendor ID: Authenticate  
 Type: PhoneAuth  
 Performed: 1/27/2020 4:56:05 PM  
 Phone: +1 716-472-4793 (recipient-provided)

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/27/2020 4:56:25 PM  
 ID: 7318ab69-70b6-4b2e-aafe-e8519812164f

Signer Events	Signature	Timestamp
Erin Calvert Erin_Calvert@co.washington.or.us Deputy County Administrator Washington County, Oregon Security Level: Email, Account Authentication (None), Access Code	 <p>DocuSigned by: Erin Calvert 7CE70623E43542D...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.147.152.5</p>	<p>Sent: 1/27/2020 5:08:31 PM Viewed: 1/27/2020 7:26:59 PM Signed: 1/27/2020 7:27:39 PM</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/27/2020 5:08:31 PM
Certified Delivered	Security Checked	1/27/2020 7:27:00 PM
Signing Complete	Security Checked	1/27/2020 7:27:39 PM
Completed	Security Checked	1/27/2020 7:27:39 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO SHI OBO Washington County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us)

**To advise Carahsoft OBO SHI OBO Washington County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.

# EXHIBIT D

## APPLICABLE SECTIONS OF ORS 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

## EXHIBIT D

### ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or his surety from his or its obligation with respect to any unpaid claim. If City is unable to determine the validity of any claim for labor or material furnished, City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (13) As used in this Section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

# JUNCTION CITY PUBLIC SAFETY COMMITTEE

## AGENDA ITEM SUMMARY



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### LCSO Dispatch + Radio Contract

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Meeting Date: 060325  
Department: Police  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number: 6  
Staff Contact: Mark Waddell  
Contact Telephone Number: 541-998-1245

---

#### ISSUE STATEMENT:

This contract is to have LCSO provide dispatch services and includes repayment of equipment upgrades already purchased by LCSO.

#### BACKGROUND:

The Police Department's communication center is unsustainable and is projected to be closed around July 1<sup>st</sup>, 2025. The police department has been in negotiations with LCSO to provide the Police Department with dispatch services and already has an emergency dispatching contract in place in the event the department can't operate its communication center. This contract would move JCPD dispatching to LCSO no later than July 1<sup>st</sup>. The contract includes LCSO records taking over the police department's warrant and warrant service administration needs so officers will not have to return to the police department to confirm warrants for outside agencies or figure out how to confirm our own warrants when the officer is out in the field with a suspected wanted person.

**ATTACHMENT:** A. LCSO Contract

**COMMITTEE OPTIONS:** Recommendations

**FOR MORE INFORMATION:** STAFF CONTACT: Mark Waddell  
Phone: 541-998-1245  
E-Mail: [mwaddell@jcpolice.org](mailto:mwaddell@jcpolice.org)

**INTERGOVERNMENTAL AGREEMENT (IGA)**

(Contract Form A-2, rev. 11/13/2024)

**DISPATCH SERVICES AND SYSTEM UPGRADE WITH JUNCTION CITY PD**

This **Agreement** is entered into by and between Lane County on behalf of its Sheriff’s Office, a political subdivision of the State of Oregon (“**County**”), and Junction City on behalf of its Police Department (“**Agency**”), each a “party,” and referred to collectively in this Agreement as “the parties.”

**RECITALS**

- A. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- B. Agency desires full-time Dispatching Services from County.
- C. County agrees to supply dispatching and associated services (“**Dispatch**”) to Agency for full-time dispatching coverage.
- D. Agency is in need of an upgraded Radio Communications System (“**Project**”) in order to allow uninterrupted connective and supportive functions with County’s Dispatching Services.
- E. County agrees to the Project and is willing to help Agency in developing and setting up said system.

**AGREEMENT**

County and Agency agree as follows:

**1. SCOPE OF AGREEMENT**

**1.1 County will:**

- 1.1.1** provide and fulfill Dispatch services to Agency as described in Exhibit A.
- 1.1.2** include other necessary services associated with dispatching duties, such as records checks, vehicle checks, or warrant confirmations, among other work.
- 1.1.3** Provide materials, labor, and services needed to complete the Project, as described in Exhibit C.

**1.2 Agency will:**

- 1.2.1** work with County to perform and fulfill the Dispatch work as described in Exhibit A.
- 1.2.2** pay County for Dispatching Services as directed in Exhibit B.
- 1.2.3** work with County to perform and fulfill the Project, as described in Exhibit C.
- 1.2.4** pay County for Project fees, as directed in Exhibit C.

**2. DOCUMENTS FORMING THE AGREEMENT**

- 2.1 The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement by this reference.
- 2.2 Exhibits.** With this document, the following exhibits are incorporated into the Agreement:
  - **Exhibit A** ...Dispatching Requirements Scope of Work
  - **Exhibit B**...Fee Schedule for Dispatching
  - **Exhibit C**...Communications Upgrade Proposal

**3. CONSIDERATION AND PAYMENT**

**3.1 County’s Payment Obligations**

- 3.1.1** County will invoice Agency quarterly for Dispatching Services, as described in Exhibit B.
- 3.1.2** County will set up a payment plan for Agency’s reimbursement to County for Project materials, fees, and labor, as described in Exhibit C.

**3.2 Agency's Payment Obligations**

- 3.2.1** Agency agrees to pay for Dispatch in four (4) quarterly amounts, as described in Exhibit B.
- 3.2.2** Agency agrees to reimburse County for Project-related expenses in four (4) quarterly amounts per year, as described in Exhibit C.
- 3.2.3** Agency will pay a combination of Forty Thousand Four Hundred Twenty-Eight Dollars and Eighty-Five Cents (**\$40,428.85**) each quarter between July 1, 2025, and June 30, 2026, the Initial Year.
  - \$36,678.85 for Dispatching
  - \$3,750.00 for Project Reimbursements
- 3.2.4** Agency understands and agrees to all statements in Section 6 of this Contract.
- 3.2.5** Payments in check form must be made out to either *Lane County*, or to *Lane County Sheriff's Office*.
- 3.2.6** Agency will pay County within thirty (30) days of receipt of an invoice to the address listed here: **Lane County Sheriff's Office, Attn: Fiscal Dept.**  
**125 E 8<sup>th</sup> Avenue**  
**Eugene, OR 97401**

**4. EFFECTIVE DATE AND DURATION**

- 4.1 Effective Date.** Upon the signature of all parties, this Agreement is effective July 1, 2025.
- 4.2 Initial Term.** Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate June 30, 2026. However, such expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any breach or default in performance which has not been cured.
- 4.3 Renewal.** Upon completion of the Initial Term listed in subsection 4.2, County will extend the Contract for up to four (4) additional one-year terms by mutual agreement of the parties.

**5. AUTHORIZED REPRESENTATIVES AND NOTICE.** Each of the parties designates the following individuals as its authorized representative for administration of this Agreement. Either party may designate a new authorized representative by written notice to the other.

**5.1 County's Authorized Representative**  
Dispatching:  
Jonna Hill, Support Services Manager  
125 E 8<sup>th</sup> Avenue  
Eugene, OR 97401  
Phone: 541-682-6689 or 541-968-6073  
Email: [jonna.hill@lanecountyor.gov](mailto:jonna.hill@lanecountyor.gov)

**5.2 Agency's Authorized Representative**  
Mark Waddell, Chief of Police  
672 Greenwood, Street  
Junction City, OR 97448  
Phone: 541-998-1245  
Email: [mwaddell@jcpolice.org](mailto:mwaddell@jcpolice.org)

Project:  
Ryan Well, Lieutenant  
Phone: 541-682-3021  
Email: [ryan.wells@lanecountyor.gov](mailto:ryan.wells@lanecountyor.gov)

Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for

notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below.

6. **SPECIAL CONDITIONS.** Agency is responsible for full reimbursement of Project-related expenses involving the Radio Communications Upgrade as follows:
  - 6.1 County will bill Agency for Project expenses and Agency will pay in full within thirty (30) days of receipt of an invoice.
    - Project costs and reimbursement plans are outlined in Exhibit C, Sections 4 and 5, and below in subsection 6.2.
  - 6.2 **Reimbursement Plan.** Agency is responsible to pay for fees and equipment expenses as reimbursement to County. The total cost of the Project is estimated at Seventy-Five Thousand Dollars (\$75,000). Agency will pay Three Thousand Seven Hundred Fifty Dollars (\$3,750) per quarter each year for five (5) years until the full reimbursement to County has been met..
    - 6.2.1 If the Contract is terminated prior to the completion of the Project or the Project's reimbursement plan, Agency will be responsible for the full remaining expenses of the Project owed to County, within thirty (30) days of a final invoice.
    - 6.2.2 If additional fees have accumulated due to unforeseen expenses associated with the Project, Agency will be responsible for reimbursement to County for those expenses as well, even if the Contract is terminated.
  - 6.3 County will notify Agency of additional expenses if needed for the Project, which may affect and adjust the quarterly fee schedule going forward.
  - 6.4 Failure to reimburse County for any expenses billed to Agency related to the Project or Dispatch Services could result in the Contract to be suspended or terminated.
- 7 **INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.
- 8 **PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
- 9 **MODIFICATION AND TERMINATION.**
  - 9.2 **Modification.** No modification or amendment to this Agreement will bind either party unless in writing, plus signed by both parties.
  - 9.3 **Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement. Either party may terminate this Agreement for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving the other party not less than 30 days' advance written notice.
  - 9.4 **Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated.

Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.

## 10 MISCELLANEOUS PROVISIONS

- 10.2 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
- 10.3 Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- 10.4 Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 10.5 Governing Law, Forum, and Venue.** All matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
- 10.6 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
- 10.7 No Third-Party Beneficiaries.** County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
- 10.8 Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- 10.9 Force Majeure.** Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 10.10 Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 10.11 Merger and Construction.** This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings. This Agreement is the result of bilateral negotiations between the parties, and the provisions of this Agreement are to be interpreted, and their legal effects determined as a whole, with no part to be construed against the drafter of such part.
- 10.12 Compliance with Law.** County and Agency agree to comply with all federal, state and local laws applicable to the parties or the subject matter of this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

**SIGNATURES**

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**AGENCY:**

JUNCTION CITY ON BEHALF OF ITS  
POLICE DEPARTMENT

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**COUNTY:**

LANE COUNTY ON BEHALF OF ITS  
SHERIFF'S OFFICE

Signature: \_\_\_\_\_

By: Carl E. Wilkerson III \_\_\_\_\_

Title: Acting Sheriff \_\_\_\_\_

Date: \_\_\_\_\_

Lane County Sheriff's Office  
125 E. 8th Avenue  
Eugene, Oregon 97401

Signature: \_\_\_\_\_

By: Steve Mokrohisky \_\_\_\_\_

Title: Administrator \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A – Dispatching Requirements Scope of Work

The City of Junction City (“**Agency**”), on behalf of its Police Department, desire to partnership with Lane County (“**County**”), on behalf of the Lane County Sheriff’s Office, to provide dispatching and related services. The work to be applied is listed below.

1. Agency will remain on the LRIG trunked radio system. Should this change, renegotiations to the contract would need to be addressed.
2. County will dispatch for Agency, which includes approximately twelve (12) personnel ranging from the Chief to Reserve Officers. Should no Agency personnel be on duty, Agency will provide County Dispatch with a clearly articulated callout matrix for call response assessment.

Should the number of Agency personnel increase beyond four (4) additional full-time officers and/or the workload volume as indicated by case numbers issued and warrants received/processed should increase more than fifteen percent (15%), County reserves the right to reopen cost negotiations.

3. County will provide Contract Dispatching Services to Agency at a cost described in Section 3, Consideration and Payment, of the contract, and in Exhibit B, Fee Schedule.
  - Initial Year cost: \$146,715.30, July 1, 2025 – June 30, 2026.
4. County will handle all dispatching of Agency officers, including entering their calls for service into County’s Computer-Aided-Dispatch (“**CAD**”) system, tracking the status of all in-service Agency personnel via CAD, and taking all 911 calls within the Agency’s city limits via transfer from Central Lane Communications.
5. A separate phone line exclusive to Agency non-emergency calls will be maintained at all times. Agency will answer their business line Monday-Friday from 0800-1700 excluding holidays. During this time period, phone calls requiring dispatch assistance will ring through to County Dispatch on the established Agency non-emergency line. For the duration of the contract, eighty (80) hours of Dispatch phone coverage during Agency business hours is included at no cost to Agency to cover vacations and unanticipated leave. Hours beyond 80 will be billed to Agency at an established rate for additional call-taking services.
6. Agency staff will not dispatch officers to calls by phone or verbal relay without the knowledge of County Dispatch.
7. County Dispatch must be notified when Agency personnel secure and/or resume their daily weekday office staffing. Should Agency staff need to switch all phone calls to County Dispatch during weekday business hours via the established transfer line, Agency must make notification to County Dispatch as soon as possible. Except under exigent circumstances, Agency will not switch all business lines to County Dispatch without advanced notification.
8. Police Records will enter all Agency warrants and will handle all Agency confirmations, clearances, recalls and other warrant-related duties. All Agency warrants will physically be held in the Sheriff’s Office Police Records Unit. Upon service or recall, the warrant will be routed back

to Agency or Junction City Municipal Court. Monthly LEDS validations on Agency warrants issued by Junction City Municipal Court will be the responsibility of Agency. County will handle LEDS validations for Agency's Circuit Court warrants.

9. County Dispatch/Police Records will be responsible for the Law Enforcement Data System ("LEDS") and National Crime Information Center ("NCIC") data entry under the Agency's Originating Identification number ("ORI") for missing person, runaways, stolen vehicles, stolen license plates and stolen firearms. Until such time as Agency stands up their Executive Information Services ("EIS") Records Management Software ("RMS"), and County can view their records, Agency will fax or scan copies of all reports pertaining to the listed incidents to County as soon as possible for confirmation purposes. Copies of all LEDS/NCIC entry will be routed to Agency for their case documentation and LEDS/NCIC audit purposes. Agency will also make immediate notification to County when these reports are cleared by Agency.
10. For LEDS/NCIC confirmations involving reports other than those listed in #6, after office hours, County will route Agency personnel to their office to retrieve the report and fax it to County Dispatch or Police Records. If there are no Agency units on duty, Agency will provide a call-out matrix to respond to their office in order to provide County with any necessary confirmation documentation.
11. On behalf of Agency, County will provide phone and radio recordings to the DA's Office per their request or at the request of Agency. County will also provide copies of recordings to Agency for investigation personnel purposes, and for public records requests.
12. Agency will provide a clearly articulated response protocol for routine calls for service or for calls which fall under city ordinance. Should Agency's response protocol change due to new ordinances or per Agency policy, Agency is responsible for updating County Dispatch as soon as possible. Until such notification, County Dispatch will continue to follow the last articulated response protocol.
13. Police Records will enter all Agency warrants and will handle all Agency confirmations, clearances, recalls and other warrant-related duties. All Agency warrants will physically be held in the Sheriff's Office Police Records Unit. Upon service or recall, the warrant will be routed back to Agency or Junction City Municipal Court. Monthly LEDS validations on Agency warrants issued by Junction City Municipal Court will be the responsibility of Agency. County will handle LEDS validations for Agency's Circuit Court warrants.
14. Agency will handle all public records requests involving Agency. County will provide Agency with needed phone call or radio recordings, CAD records, or any other documentation pertaining to Agency calls; however, Agency remains responsible for responding to said requests, all records release and for meeting the statutory response timelines.
15. All Agency personnel must be appropriately LEDS or Criminal Justice Information System ("CJIS") trained and maintain current certifications. Agency's LEDS Representative ("Rep") maintains all responsibility for LEDS and CJIS certification matters. Should the clearance or certification status of any Agency staff member be suspended or terminated for any reason, Agency will immediately notify County's LEDS Rep (currently County's Support Services Manager).
16. Agency will be allowed access to County CAD system via a remote server within Lane County Technology Services ("LCTS") and is responsible for following all LCTS required firewall and

cybersecurity protocols and requirements. Failure to do so may result in being severed from the remote server. Agency will be responsible for ensuring that the computer or Mobile Data Computer (“MDC”) accessing the CAD system is in CJIS compliance and all personnel accessing the computer/MDC have the appropriate LEADS/CJIS clearances and training. Agency personnel will further ensure that the computer or MDC hosting County’s CAD system is in no way visible or accessible to the public. County reserves the right to do a site inspection to verify these circumstances if required for LEADS or for Federal Bureau of Investigation (“FBI”) audit purposes.

17. County will furnish at no cost to Agency the consulting services of their Communications Network Coordinator (“CNC”) for up to twenty (20) hours per contract year for the following:
- a) Provide input on vehicle/portable radio and radio network purchasing.
  - b) Recommend where to obtain repair services.
  - c) Provide analysis of beneficial new and/or improved radio technology.

This provision of CNC services is related solely to Agency and does not include any other city-owned vehicles, base radio resources, or repeaters to include Junction City Rural Fire Protection District assets.

**EXHIBIT B – FEE SCHEDULE FOR DISPATCHING**

Junction City Police Department  
Dispatching Services FY26

Total Dispatching Services	\$146,715.39
Initial Year: July 1, 2025, to June 30, 2026	<hr/>
	<b>\$146,715.39</b>

Agency’s Dispatching payments will be made to County in a quarterly basis, four (4) payments over the course of the initial year at **\$36,678.85** each quarterly payment.

County will invoice Agency at the end of each quarter, and Agency will pay within thirty (30) days of receipt of the invoicing.

The Contract allows for four (4) additional one-year renewals following the Initial Year. County will amend the Contract in writing each year to confirm the fee schedule for Agency each new year of the Contract.

# Junction City Radio Communications Upgrade Proposal

## 1. Current Problems Facing Junction City (JC) Radio Communications:

Currently, JC has four disparate and obsolete radio repeaters:

- Junction City Police Department (JCPD) Patrol located on Buck Mountain
- JCPD Water Tower located in the water tower
- Junction City Public Works (JCPW) located in the water tower
- Junction City Fire Department (JCFD) located in the water tower

All these systems are currently using Motorola Quantar repeaters. Support and replacement parts for these repeaters reached their end of life in 2020, with sales having been discontinued in 2011. Further, these repeaters have no way of linking to any dispatch console or interoperable radio system due to their age and lack of modern digital interfaces such as Ethernet-based connectivity.

This requires the Quantars to either be stand-alone and isolated or to require adapters and conversions that are not reliable or easily integrated for consistent and reliable communications, which is problematic for public safety and public works high communications availability needs.

These repeaters currently do not have any backup power to allow for a graceful transition between a loss of commercial power and when generator power turns on. This causes a reboot of the older Quantars that takes up to 2 minutes, resulting in a loss of communications during that time. This loss of communication is critical as it can delay emergency response times and compromise the safety of both first responders and the public.

## 2. Suggested Solution for JC Radio Communications Needs:

The suggested solution is to modernize and consolidate JC resources to a single location, upgrade the equipment, provide adequate backup/transitional power, and provide/install a backhaul link to the larger shared radio system.

Through these efforts, this will bring JC radio communications up to a modern communications system, one that is serviceable and has adequate replacement parts available. Further, this will create a more flexible, robust, and reliable solution over the next 10 years.

Lastly, it is suggested that JC create a savings plan with an escalator of at least 15% over the cost of current pricing for the equipment suggested to be installed. This will allow for a more seamless upgrade and/or transition in the future to assure more consistent and reliable communications into the future for JC and their citizens. The 15% escalator is recommended to account for potential cost increases due to inflation and unforeseen technological advancements or complications that may arise during future upgrades.

### 3. Suggested Equipment/Services Needed to Replace Current Communications System:

- (4) UHF P25 repeaters with DFSI capability for JCPD: 1 is a spare to reduce downtime during repair needs or future failures.
  - Suggest using Tait-based repeaters due to cost, size, and availability. Tait repeaters are designed for reliability and robust performance in demanding environments.
  - P25 is the Digital and Interoperable radio standard for Public Safety agencies.
  - DFSI is the P25 standard that allows radio over Ethernet to communicate back to a dispatch center.
  - Lane County Sheriff's Office (LCSO) dispatch already has the DFSI integration at their dispatch center to make use of this standard and native Ethernet connection to repeaters.
    - This also allows for monitoring of the resources to know if a repeater has failed or gone offline due to backhaul failures.
- (4) UHF amplifiers for the Tait repeaters to boost signal due to filter system losses: 1 is a spare to reduce downtime during repair needs or failures.
  - Suggest using Henry Amplifiers due to size, cost, and availability. Henry Amplifiers are also robust units that can operate in harsher environments and maintain good signal quality.
- (1) UHF analog repeater for JCPW
- (1) VHF analog repeater with AFSI capability for JCFD
  - AFSI is similar to DFSI and allows for Ethernet connectivity back to a dispatch center, versus older copper analog phone circuits that need different adapters to allow older technology to communicate with newer equipment.
    - This will allow the JCFD repeater to have connectivity natively back to their dispatch center rather than over the air that uses intermediate devices to adapt and traverse the signal back to dispatch currently.

This removes the possibility of interference that could be generated due to how the base radio in the Eugene Metro area communicates to the JC water tower.

- It also allows for clearer and more reliable communication direct to the repeater rather than over the air. This is future-proofing for when Fire dispatch modernizes their backhaul systems to allow for this type of connection for direct Ethernet connection to fire repeaters.
- (1) 3-Channel filter system to consolidate and allow the JCPD repeaters to communicate from the existing single antenna at the top of the water tower. This system combines the signals from multiple repeaters onto a single antenna, reducing the number of antennas required and minimizing potential signal interference.
- (1) Enclosed industrial-grade equipment cabinet rated for dusty and moist environments.
- UPS/Battery systems for power redundancy and gap fill for generator startup. These Uninterruptible Power Supply (UPS) systems provide backup power to ensure continuous communication during power outages while the generator is starting.
- FCC licensing fees for moving and adding an additional JCPD repeater.
- Ongoing rent from Lane Council of Governments (LCOG) to utilize their connection from Eugene to JCPD. Estimated at \$200-300 a month.
  - The "backhaul link to the larger shared radio system" refers to this connection.

#### 4. Estimated Costs for JC Radio Communications Upgrade Project:

At current rates, the estimated costs of the Project's equipment are listed in Table 1 below.

**Table 1: JC Radio Upgrade Project**

**Item Qty. Per Unit Sub-Total**

Tait Repeaters UHF P25 (JCPD)	4	\$9,311	\$37,244
Tait Repeaters UHF analog (JCPW)	1	\$2,992	\$2,992
Tait Repeater VHF analog (JCFD)	1	\$3,466	\$3,466
Henry UHF amplifiers (JCPD)	4	\$1,200	\$4,800
Filter system (JCPD)	1	\$14,890	\$14,890
Rack Enclosure	1	\$2,000	\$2,000
Battery Backup/UPS	1	\$3,000	\$3,000
FCC licenses (JCPD)	1	\$4,000	\$4,000
Network gear/cables	1	\$1,500	\$1,500
Misc Wire, Connectors, Coax	1	\$1,000	\$1,000

**Total \$74,892**

#### 5. Agency's Reimbursement Payment Plan

Agency is responsible to reimburse County for all project-related expenses, even if the Contract is terminated. County will invoice Agency for materials, labor, or fees. Agency will pay County within thirty (30) days of receipt of an invoice.

- a) The project's costs are estimated near \$75,000 total, to be reimbursed to County within the five (5) year term of the Contract. Agency will be paying quarterly, at an amount of \$3,750 for four quarterly payments per year.
- b) Agency will continue to pay as invoiced until the project's costs have been fully reimbursed to County, including possible unforeseen additional cost associated with the Project.
- c) See Section 6 of the Contract for additional Reimbursement information.

--ESTIMATED TOTAL OF PROJECT: \$75,000

--5-YEAR PROJECTION: \$15,000 Per Year

--PAYMENT PLAN PER QUARTER: \$3,750

\$3,750 x 4 Quarters per year = \$15,000 x 5 years = \$75,000

# JUNCTION CITY PUBLIC SAFETY COMMITTEE

## AGENDA ITEM SUMMARY



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### Police Service Technician Job Description

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Meeting Date: 060325  
Department: Police  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number: 7  
Staff Contact: Mark Waddell  
Contact Telephone Number: 541-998-1245

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#### ISSUE STATEMENT:

This Job description is for a position at the police department to handle all the records and reception needs of the police department.

#### BACKGROUND:

With the Police Department's communication center closing, the department is in need of someone to handle all the records and reception duties of the department. Currently our dispatchers and Deputy Chief handle the majority of this work. Per our contract with LCSO we will be responsible for our officer phone calls Monday – Friday 8am-5pm and the goal is to keep our front counter open for walk in contact during those same hours and days.

This position will also become our LEADS and CJIS rep and take on a portion of Evidence.

**ATTACHMENT:** A. Job Description – Draft

**COMMITTEE OPTIONS:** Recommendations

**FOR MORE INFORMATION:** STAFF CONTACT: Mark Waddell  
Phone: 541-998-1245  
E-Mail: [mwaddell@jcpolice.org](mailto:mwaddell@jcpolice.org)



# City of Junction City

## Job Description

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**Job Title:** Police Services Technician  
**Department:** Police Department      **Reports To:** Chief of Police  
**FLSA Status:** \_\_\_\_\_      **Salary / Pay:** \_\_\_\_\_  
**Union Representation:** JCPA  
**Job Type:** Half to Three quarters time

### General Position Summary:

The Police Services Technician provides vital administrative and operational support to the police department. This position is responsible for maintaining accurate records, delivering exceptional customer service to the public and internal stakeholders, and adapting to a dynamic and fast-paced work environment. The role plays a crucial part in the efficiency and professionalism of police services by ensuring timely, accurate, and secure handling of sensitive information and records.

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### Essential Duties and Responsibilities:

- **Records Management:**
  - Maintain and update police records, reports, citations, and case files in compliance with departmental policies and legal standards.
  - Enter, retrieve, and manage data in various law enforcement databases (e.g., RMS, CAD, CJIS).
  - Process records requests, subpoenas, and public information requests in accordance with laws and confidentiality requirements.
  - Ensure proper filing, archiving, and disposal of records per retention schedules.
  - Share responsibility for the department's evidence room and evidence procedures.
- **Customer Service:**
  - Serve as a first point of contact at the front desk or via phone/email, assisting the public with a variety of police-related inquiries.
  - Provide clear, courteous, and professional communication to citizens, officers, attorneys, and other agencies.
  - Process reports, permits, and other administrative paperwork requested by the public or other departments.
- **Adaptability:**
  - Respond effectively to changing priorities and emergent situations within the department.
  - Work flexible hours, including evenings, weekends, or holidays, as required.
  - Quickly learn and apply new technologies, procedures, and departmental updates.



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### **Qualifications:**

- High school diploma or GED required, associate's degree or coursework in criminal justice, public administration, or a related field preferred.
- Prior experience in a law enforcement or records management setting is strongly preferred.
- Proficiency in Microsoft Office Suite and familiarity with police software systems (e.g., RMS, CAD) desirable.
- Strong written and verbal communication skills.
- Ability to handle confidential and sensitive information with discretion.
- Demonstrated ability to work both independently and collaboratively in a team environment.
- Must be able to pass a background check and CJIS clearance

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### **Work Environment & Physical Requirements:**

- Primarily office-based with occasional exposure to sensitive or distressing materials.
- May require sitting or standing for extended periods, and occasional lifting of up to 25 pounds.
- Fast paced and occasionally high-pressure environment with frequent interruptions.
- Occasionally assist the department in community outreach efforts.

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### **Equal Opportunity Statement:**

The city of Junction City is an Equal Opportunity Employer.

# JUNCTION CITY PUBLIC SAFETY COMMITTEE

## AGENDA ITEM SUMMARY



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### DEPARTMENTAL UPDATE

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Meeting Date: 050625  
Department: Police  
[www.junctioncityoregon.gov](http://www.junctioncityoregon.gov)

Agenda Item Number:  
Staff Contact: Mark Waddell  
Contact Telephone Number: 541-998-1245

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#### ISSUE STATEMENT:

Departmental Update.

#### BACKGROUND:

The police department would like to give the Committee an update on current issues and events in the department over the last month.

##### Hiring –

- Officers – We have two entry level applicants going through backgrounds now for the one remaining officer position.
- VIPS – Sgt. Serrano was going to be on boarding two new VIPS any day now however one of them had an undisclosed criminal record and they were removed from the process.
- Reserves – We have no reserves at the moment, and we will be looking to have a process in the near future.
- Police Service Technician – We are creating a job description for this position. The department likely needs a full time person handling all the department's records needs and handling any walk in assistance and answering the office phone Monday through Friday 8-5pm, however we are going to make sure that we have a full time need and start at a half or three-quarter time position, if approved, and adjust from there.

##### Operations –

- Staff has been working hard on AXON, EIS and the County Dispatching contracts, scope of work and implantation schedules.
- To address some of our technological challenges, exacerbated by a possible software upgrade that our old and outdated MDTs can't run, staff has been exploring grants and other options to get a few additional function MDTs. We currently have only 3. EIS is preparing a quote to package in their project 5 MDTs since we need these to run the software we hope to buy. We expect that quote any time.

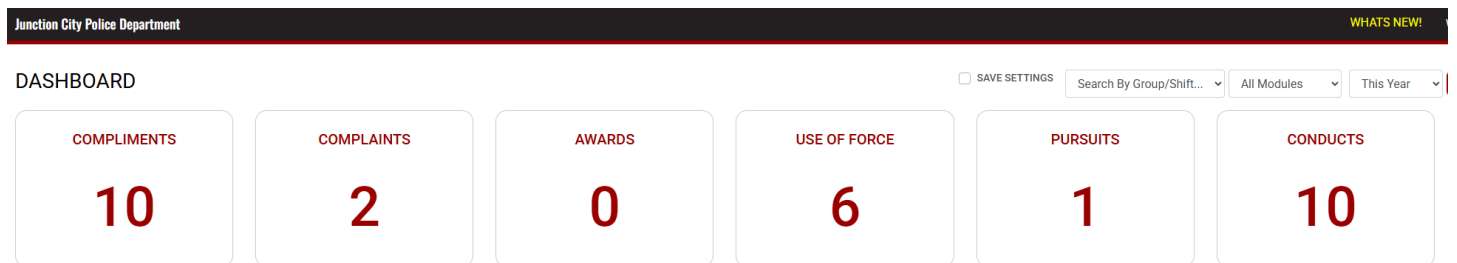
- One of our two remaining dispatchers appears to have accepted a job offer and they are waiting for a start date. The remaining dispatcher is holding out hope there is a place for them in the PD once dispatch closes.
- As of Thursday, the department has categorized 13,537 pieces of digital evidence since getting our new ordinance, leaving us with 44,110 still to go through.

**Stats** – Incident this month = **669**  
 Traffic stops = **187**  
 Citations = **104**  
 Arrests = **33** (23 CLCs)

**Vehicles** – Parked on the street for more than 72 continuous hours.

- Number of calls for service or self-initiated vehicle checks over the last month – 47
- Number of tires marked - 13
- Number of vehicles tagged for tow - 1
- Number of Vehicles requiring tows – 0 (Including 0 RVs/Trailers)
- Parking Citations and Warnings 1 vehicle, 3 RVs

## **Transparency**



We continue to monitor “Threshold Events” in the department. We strive to track all the good and not so good things that occur in the department.

Evidence –

- After a long and tedious process, we have checked every firearm in evidence and have begun disposing of them. We are returning firearms that should be returned by law, destroying some and last week we transferred some to a reputable gun dealer in Tigard.
- Our evidence room needs to have a secure location for firearms, and we are exploring options to address this.
- We will be adding a evidence handling vented hood (to safely process evidence that might have fentanyl or other dangers fumes. We will also be adding a drying booth used to dry items containing wetness, such as blood.
- We got one of our VIPS CJIS cleared in order to help with over 100 boxes of old case files that need to be gone through and digitized.

We continue to improve our relationships with other agencies. The weekend before last, Officer Fanning was dispatched to Safeway for a disturbance and several LCSO deputies responded as well. As it turns out the person associated with the disturbance had a large amounts of drugs and firearms. Our officer processed the subject for DUII, while LCSO handled the other criminal investigation. See LCSO Press release for details.

**Training –**

This last month has been a very good month for getting our officer training. We hosted our very own Defensive Tactics training with our own instructor with the assistance of a Coburg PD instructor, every officer attended EVOC-PIT training put on by LCSO. We had two instructors to offer LCSO to put on this training. Our firearms instructor is continuing his training and attended a red dot instructor course, since most of our officers use red dots on their handguns. We are still looking for several instructor positions to fill, however some of those just need officers to express an interest.

We are partnering with other agencies to use their firearms instructors in exchange for use of our range. It is my hope that these partnerships will grow into a regional training team, with common tactics, procedures and exercises.

**Building -**

At the last council meeting we presented the PD Master Plan briefly.

We collected bids to remodel the only bathroom in the old police building and they all came in much higher than expected so we are putting that on hold for now.

Without a vehicle purchase in 2025/2026 we will find ourselves one patrol vehicle short and we are looking at options to create an armory to store weapons when an officer is not on duty and not on patrol. Currently policy allows officers to store these weapons in their locked and secured patrol car while off duty.

**ATTACHMENT:**

A. Stats

**COMMITTEE OPTIONS:**

Information only

**FOR MORE INFORMATION:**

Staff Contact: Chief Mark Waddell  
Telephone: 541-998-1245  
E-Mail: [mwaddell@jcpolice.org](mailto:mwaddell@jcpolice.org)

ABANDONED PROPERTY	0
ABANDONED VEHICLE	11
ALARM	13
ANIMAL COMPLAINT	6
ARSON	0
ASSAULT	0
ASSIST FIRE DEPARTMENT	8
ASSIST MOTORIST	0
ASSIST OSP	4
ASSIST OUTSIDE AGENCY	4
ASSIST SHERIFFS OFFICE	11
ATL	6
ATL DRUNK DRIVER	4
BARKING DOG	0
BLOCK DRIVEWAY/SIDEWALK	0
BUILDING CHECK	0
BURGLARY	3
CHECK PATIENT	3
CHILD ABUSE	0
CITIZEN CONTACT	28
CIVIL PROBLEM	4
CIVIL STANDBY	3
COMMUNITY POLICING	5
CRIMINAL MISCHIEF	7
DEATH INVESTIGATION	1
DEATH MESSAGE	0
DEAD ANIMAL	0
DHS REFERRAL	12
DISABLED VEHICLE	2
DISORDERLY SUBJECT	10
DISORIENTED SUBJECT	0
DISPUTE	9
DOG AT LARGE	10
DOG IN CAR	1
DOWN LINE	0
DRIVING COMPLAINT	5
DRUG INFORMATION	1
DUII	7
DWS	1
ELDER ABUSE	0
EXPLOSION	0
EXTRA PATROL REQUEST	0
FAILURE TO PERFORM DUTIES	5
FAILURE TO REGISTER AS SEX OFFEND	0
FAILURE TO SUPERVISE	0
FIGHT	1
FIREARMS DENIAL	0
FOOT PATROL	3
FORGERY	0
FOUND ANIMAL	9
FOUND CONTRABAND	0
FOUND PROPERTY	3
FRAUD	3
GAS LEAK	0
HARASSMENT	4
IDENTITY THEFT	0
ILLEGAL CAMPING	12
ILLEGAL DIRT BIKES	1
ILLEGAL DUMPING	1
ILLEGAL FIREWORKS	1

INCOMPLETE 911 CALL	1
INDECENT EXPOSURE	0
INFORMATION REPORT	35
INJURED ANIMAL	1
INVASION OF PERSONAL PRIVACY	1
JUVENILE PROBLEM	11
KIDNAPPING	1
LITTERING	2
LOCATION OF STOLEN VEHICLE	0
LOCATION OF WANTED SUBJECT	0
LOST PROPERTY	2
LOUD NOISE	2
MAIL THEFT	0
MENACING	3
MENTAL SUBJECT	13
MINOR IN POSSESSION	2
MISSING PERSON	1
MOTOR VEHICLE CRASH	9
ONLINE SEXUAL CORRUPTION	0
OPEN CONTAINER	0
OPEN DOOR/GATE	0
OVERDOSE	0
PANHANDLING	0
PARKING COMPLAINT	7
PARKING ENFORCEMENT	0
PARKING VIOLATION	27
PAROLE VIOLATION	0
PATROL CHECK	10
PERSON STOP	6
POLICE OFFICER HOLD	4
POSSESSION OF STOLEN VEHICLE	0
POSSESSION OF DRUGS	0
PROPERTY RELEASE/DISPOSAL	1
PROWLER	0
PUBLIC ASSIST	4
RAILROAD CROSSING PROBLEM	0
RAPE	0
RECKLESS DRIVING	6
RECKLESS ENDANGERING	0
REPOSSESSED VEHICLE	1
RUNAWAY	3
SEARCH WARRANT	0
SEX CRIME	0
SEX OFFENDER REGISTRATION	0
SHOTS FIRED	1
SMOKE	0
SPEEDING VEHICLES	2
SPECIAL ASSIGNMENT	1
STRANGULATION	0
SUBJECT DOWN	2
SUBPOENA SERVICE	4
SUICIDAL SUBJECT	4
SUSPICIOUS CONDITIONS	10
SUSPICIOUS SUBJECT	10
SUSPICIOUS VEHICLE	11
SWITCHED PLATES	0
THEFT	8
TOWED VEHICLE	2
TRAFFIC COMPLAINT	0
TRAFFIC ENFORCEMENT	1

TRAFFIC HAZARD	9
TRAFFIC STOP	187
TRANSPORT	1
TREE DOWN	0
TRESPASS	2
UNLAWFUL ENTRY INTO MOTOR VEH	0
UNATTENDED CHILD	0
UNKNOWN PROBLEM	0
UNLAWFUL USE OF A VEHICLE	1
UNLAWFUL DISSEMINATION	0
VACATION CHECK	1
VIOLATION OF CITY ORDINANCE	2
VIOLATION OF COURT ORDER	4
WALK AWAY	0
WARRANT ARREST	8
WELFARE CHECK	23
WRONG WAY DRIVER	0

**TOTAL: 669**

**TOP INCIDENTS**

TRAFFIC STOP	187
INFORMATION REPORT	35
CITIZEN CONTACT	28
WELFARE CHECK	23

**JAIL CLC**

ARRESTS	33	5	28
CITATIONS	104		

**RV CAR**

VEHICLE TIRES MARKED	7	6
VEHICLES TAGGED AFTER 72 HOURS	1	0
VEHICLES TOWED	0	0

**PARKING CITATIONS/WARNINGS RV CAR**

METHOD OF PARKING	1	0
PROHIBITED PARKING	2	1

**SELL-INITIATED ACTIVITY**

**COMBINATION OF PUBLIC DEMAND AND SELF-INITIATED**