

**OKLAHOMA COUNTY RENEWAL AGREEMENT
FISCAL YEAR 2024-2025**

This Renewal Agreement is entered into by and between the Board of County Commissioners of Oklahoma County, with a principal place of business located at 320 Robert S. Kerr, Oklahoma City, Oklahoma 73102 and Colossus, Inc. DBA InterAct Public Safety Systems, with a principal place of business located at 102 West Third Street, Suite 750, Winston-Salem, NC 27101.

WITNESSETH

WHEREAS, the Board of County Commissioners and Colossus, Inc. entered into an Agreement dated July 1, 2020 for Annual Maintenance and Service for Online Report Management System (RMS), (hereinafter "Original Agreement." Under the terms of this Original Agreement, the County is given 4 options to renew, each for a period of one year.

WHEREAS, the parties desire to exercise the right to renew the Original Agreement.

THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **TERM**: Pursuant to Section 4 the parties agree to extend the term of the Original Agreement for one year from July 1, 2024, through June 30, 2025.


2. PRICE ADJUSTMENT: Pursuant to Schedule A the parties agree that the compensation to be paid to Colossus, Inc. shall be \$122,377.00.
3. ADDITIONAL SERVICES: In addition to the services provided under the terms of the Original Agreement, Colossus, Inc. agrees to provide Rich Media Storage, Crime Map, Axon interface, and TIFF import at a cost of \$6,783.53.
4. EFFECT OF RENEWAL: Except as specifically set forth herein, all other terms and conditions of the Original Agreement shall remain unaffected by this renewal agreement and continue in full force and effect.

IN WITNESS THEREOF, the parties have caused this Renewal Agreement to be signed by their duly authorized representatives.

Colossus, Inc.

OKLAHOMA COUNTY SHERIFF

Rachel Ferguson 6/11/2024
Date


6/27/2024
Date

Approved as to form and legality


Assistant District Attorney

APPROVED this _____ day of _____, 2024.

Board of County Commissioners of Oklahoma County

Chairperson

Member

Member

ATTEST:

County Clerk

HSL60

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 6/24/2020

COUNTY DEPARTMENT MAKING REQUEST: Sheriff's Office

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Review and approval as to form and legality the attached agreement with Caliber. This agreement amends the contract for RMS services awarded last year. A copy of last year's agreement is attached.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

P. D. Taylor
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Reviewed 6/24/2020

RECEIVED

JUN 24 2020

CIVIL DIVISION
DISTRICT ATTORNEY

**DAVID PRATER
DISTRICT ATTORNEY**

By: *David Prater*



AMENDMENT NO. 1

This Amendment No. 1 ("Amendment"), when signed by both parties, is made as of July 1, 2020 to the Software As A Service Agreement signed March 11, 2020 between **COLOSSUS, INCORPORATED** and the **BOARD OF COUNTY COMMISSIONERS ACTING ON BEHALF OF THE OKLAHOMA COUNTY SHERIFF'S OFFICE ("CUSTOMER")** (the "Agreement"):

WHEREAS, Colossus, Incorporated (hereinafter referred to as "CALIBER" or "CALIBER PUBLIC SAFETY") is the legal entity that markets, sells and distributes the Caliber products and services under the platform of the Caliber Public Safety business unit;

WHEREAS, CUSTOMER intends to renew the Agreement for an additional one (1) year term;

WHEREAS, CALIBER and CUSTOMER desire to amend terms of the Agreement, as of the effective date of this Amendment, as hereinafter provided;

NOW, THEREFORE, the parties agree as follows:

1. **Amendment of Agreement.** This Amendment shall serve the purpose of amending those provisions of the Agreement that are expressly described herein. The provisions of the Agreement that are not expressly amended by this Amendment shall remain in full force and effect. Where the terms of the Agreement conflict with those of this Amendment, the terms of this Amendment shall control.

2. **TERM.**

Section 4. Term is hereby amended by adding the following paragraph at the end of the Section:

Unless terminated earlier in accordance with the terms hereof, effective July 1, 2020 this Agreement is hereby renewed and shall continue until June 30, 2021, constituting the first Renewal Term.

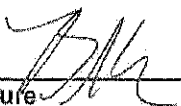
3. **SCHEDULE "A"**

Schedule "A" is hereby deleted and replaced with the Schedule "A" attached hereto and incorporated herein by reference.

This Amendment is effective when fully executed by the parties as of the Amendment Date. This Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original and which shall together constitute one binding agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment by their respective authorized representative(s) as set forth by their signatures below.

COLOSSUS, INCORPORATED



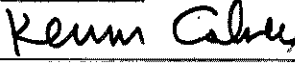
Signature
Blair Robinson

Printed Name
Executive Vice President

Title
June 25, 2020

Date

**CUSTOMER: BOARD OF COUNTY COMMISSIONERS
ACTING ON BEHALF OF THE OKLAHOMA COUNTY
SHERIFF'S OFFICE**



Signature
Kevin Calvey

Printed Name
BOCC Chairman

Title
July 1, 2020

Date



Schedule "A"

Fees and Payment Schedule

Payments Regarding InterAct Online RMS Year 1 Renewal Term per Quotation/Order Form Number Q-00175, dated June 12, 2019 shall be due and payable as follows:

1. RMS Subscription Fees:

a. Year 1 Renewal Term (upon proper execution of Amendment renewing this agreement):

- i. **\$100,680** to be paid monthly in the amount of **\$8,390** (*in arrears*)
- ii. Year 1 Renewal Term Period: **July 01, 2020 – June 30, 2021**

2. Implementation Service Fees and Travel:

\$251,636.24 to be paid (in arrears) in the amount of **\$20,969.69** upon completion and acceptance of the individual monthly milestones set forth in the Statement of Work, Section 3.4 Preliminary Timeline.

Annual Subscription Fees are due monthly during the course of each Term, payable net 30-days from the date of invoice and are non-refundable. Year 1 Renewal Term Annual Subscription Fees are set forth above. Thereafter, subject to written agreement of the parties to renew this Agreement on an annual basis as more fully set forth in Section 4 – Term, Annual Subscription Fees for the first four (4) optional renewal years are set forth below.

- Year 2 = \$105,714, July 1, 2021 to June 30, 2022
- Year 3 = \$111,000, July 1, 2022 to June 30, 2023
- Year 4 = \$116,550, July 1, 2023 to June 30, 2024
- Year 5 = \$122,377, July 1, 2024 to June 30, 2025

Selection of Lowest and Best Bidder
Of
RFP for OCSO RMS and JMS System Replacement

Award Number: 37-19

Date: September 25th, 2019

Bid Number: 11905537

Bid Period: Date of Award thru Completion

Awarded Vendor:

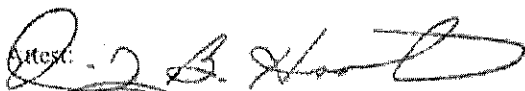
Caliber Public Safety

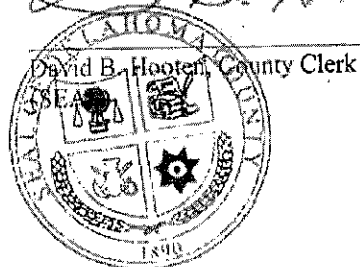
Contact: Deidre Chaney
Phone: 225.717.5290
dchaney@caliberpublicsafety.com

OKLAHOMA COUNTY, OKLAHOMA
OKLAHOMA COUNTY PURCHASING AGENT

This is not a Purchase Order. This is only a notice to the successful bidder. No order may be placed without a Purchase Order being issued by Oklahoma County.

Board of County Commissioners
Of Oklahoma County, Oklahoma

Attest: 






Chairman



Member



Member

Caliber

Implementation Service Fees and Travel

\$335,615 to be paid (in arrears) in the amount of \$20,969.69 upon completion and acceptance of the individual monthly milestones set forth in the Statement of Work, Section 3.4 Preliminary Timeline.

Additional Terms, Conditions and Comments


- 1) The Price Summary does not include hardware; all hardware purchased directly by the customer must be in accordance with Caliber Public Safety hardware specifications.
- 2) This Price Summary incorporates by reference the following documents between COLOSSUS, INCORPORATED (herein referred to as "Caliber Public Safety") and Customer: 1) RMS Software As A Service Agreement and 2) Statement of Work.
- 3) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Caliber Public Safety.
- 4) Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
- 5) Caliber's submission of a proposal in response to the RFP should be considered a commitment to provide the services sought under a fair and reasonable agreement between the parties. In the event Caliber is selected as the awardee for the contract, we request an opportunity to meet with representatives of Oklahoma County to negotiate the resulting terms and conditions, including (but not limited to) indemnities, and limitation of liability. In accordance with Caliber's and industry norm standard agreements, Caliber is prepared to promptly devote resources to such discussions so that a mutually acceptable contract may be concluded in an expeditious manner that aligns with the anticipated project schedule. We look forward to working with the County to finalize contract terms and conditions for this project that adequately address and protect the core interests of each party. Please note we are mindful that the County as a public entity may be required by state statute and regulation to include certain clauses in any final contract.

- 1) Caliber's review of the County's RFP requirements identified thirty-eight (38) interfaces that apply to Caliber's Online RMS. Seven (7) of these interfaces will be leveraged from our existing library of available common interfaces to other complimentary systems.

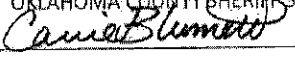
With Caliber's understanding of the County's current Justice system workflow, along with the County's description of its desired future workflow environment as presented in its solicitation document, we have categorized thirty-one (31) of these interfaces requiring additional development effort dependent upon how these interfaces are to be leveraged in the final system design. There is need for additional review and discussion to determine if *in fact*, these interfaces are required, and if so what impact they will have on the overall system design and implementation effort.

* The costs associated with the interface discovery and development has been estimated and included in the price summary disclosed above. Once the final scope of the interfaces has been defined and agreed upon, the costs associated with developing the required interfaces may either decrease or increase, which adjustment if it increases the estimation herein will be done via an Amendment.

COLOSSUS, INCORPORATED

Signature 
 Name Blair Robinson
 Title Executive Vice President
 Date February 27, 2020

Board of County Commissioners acting on behalf of the

OKLAHOMA COUNTY SHERIFF'S OFFICE
 Signature 
 Name Carrie Blumert
 Title BOCC Vice-Chair
 Date March 11, 2020

PO No. 22005445 and 22005446

Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.

- (i) **"Fees"** means the Annual Subscription Fees, Professional Services Fees, Billable Services, and Conversion Costs.
- (j) **"Order Forms"** means the proposal or purchase order executed by You and delivered to the Company for the purpose of gaining access to the Services. Order Forms are incorporated herein by reference.
- (k) **"Professional Service(s)"** means those professional service(s) listed in Schedule "A" to this Agreement.
- (l) **"Professional Services Fees"** means the professional service(s) fees set out in Schedule "A" to this Agreement and Section 12 of this Agreement.
- (m) **"RFP"** shall mean the request for proposal issued by Oklahoma County Central Purchasing, Solicitation Number: 11905537 Sheriff's Office Records Management and Jail Management Systems Replacement dated April 8, 2019.
- (n) **"Services"** means the web-based services commonly referred to as "software as a service" to be provided by or on behalf of Caliber under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by Caliber and the delivery of non-exclusive access via the Internet to the Customer to use the Software granted to the Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Software.
- (o) **"Software"** means the software product(s) that are listed in Schedule "A" to this Agreement.
- (p) **"Statement of Work"** means the statements of work signed contemporaneously with this Agreement which sets forth the implementation services to be performed by Caliber under this Agreement.
- (q) **"Support Services"** means those billable support services to be provided by Caliber as further described in Schedule "B" to this Agreement.
- (r) **"Third Party Components"** means any third party telecommunications, managed facilities and/or software applications and services that Caliber or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services, including but not limited to the list set forth in Schedule "D" of this Agreement.
- (s) **"User(s)"** means employees, consultants, contractors or agents of Customer that have been authorized by the Customer in writing to access and use the Software.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, execution by Caliber and Customer of an Order Form and payment by Customer of the Annual Subscription Fees, Caliber hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Software on an annual subscription basis and in accordance with the Documentation solely for Customer's internal business purposes, and (b) to use, copy and modify the Documentation solely for the purpose of creating and using training materials relating to the Software.

3. Fees

In consideration of receiving the Services, Professional Services, and Billable Services, Customer agrees to pay to Caliber the Fees and all expenses as described in a Order Form number Q-00175 dated June 12, 2019 in accordance with the payment terms set out in Schedule A. The Annual Subscription Fee is payable monthly throughout the Term and is non-refundable. Fees on any The Renewal Term are subject to annual price increases as set forth in the Order Form number Q-00175 dated June 12, 2019.

The Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Caliber' net income).

- (h) The Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- (i) The Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

6. SaaS Services

- (a) Caliber shall provide all facilities, equipment, software and services required to deliver the Services.
- (b) Caliber shall provide access to the Software to Users. Such access shall be provided twenty four (24) hours per day, seven (7) days per week, except for planned downtime as announced via the Services or unplanned downtime caused by circumstances beyond its reasonable control.
- (c) Caliber reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software. Caliber shall inform Customer of such criteria but Caliber shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, Caliber reserves its rights to not grant to such Users access to the Software. Caliber reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.
- (d) Caliber shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the Software.
- (e) Caliber shall comply with the terms and conditions regarding access and use of Data as set out in Section 14 of this Agreement.
- (f) The Caliber's Privacy Statement is attached hereto and made a part hereof as Schedule "C". Caliber reserves the right to modify its privacy and security policies from time to time. Providing security for the information entered into Caliber's Internet Application(s) is of paramount importance to Caliber. Caliber takes appropriate security measures to protect against unauthorized access to, or unauthorized alteration, disclosure, or destruction, of Customer's personally identifying information. Caliber uses Secure Socket Layer (SSL) FIPS140-2 compliant encryption to encrypt the transmission of data with Caliber hosted systems. Caliber operates in compliance with the FBI CJIS Security Policy.
- (g) Customer acknowledges that in order to provide the Services Caliber may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to Caliber and its service providers as of the Effective Date including third party representations and government regulations, and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Caliber to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Caliber's control, then (a) Caliber shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Caliber may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 13(f).

7. Customer Responsibilities

- (a) **Co-operation by Customer** -- The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer's and its staff and agrees to act reasonably and co-operate fully with the Caliber to achieve the Completion of Services related to any Professional Services supplied by Caliber. To enable Caliber to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with Caliber's practices.
- (b) **Project Manager** -- The Customer shall appoint a project manager who shall work closely with Caliber to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their co-operation with and participation in such process during any Professional Services.

readable by Caliber.

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, the parties will enter into an Amendment to this Agreement prior to performing the data re-conversion.

9. Support Services

- (a) **Support Services.** The Support Services listed in Schedule "B" are Subject to the terms and conditions of this Agreement. Caliber shall provide the Support Services in accordance with Schedule "B".
- (b) **Manner of Performance.** Caliber shall perform the Support Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Caliber shall determine in its sole discretion the manner and means by which the Support Services shall be performed, with due consideration of adequate knowledge transfer to the Customer personnel. Caliber will communicate openly with the Customer in its methodology, manner and means.

10. Warranty and Warranty Disclaimer

- (a) **Limited Warranty.** Caliber warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications, as stated in Caliber's online documentation and as set forth in Caliber's Bid response to the County's desired RMS functional, non-functional, transition and integration requirements set forth in the RFP, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for Caliber to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 13(b).
- (b) **Authority.** Each party represents and warrants to the other party that it has the legal power and authority to enter into this Agreement. Customer further represents and warrants to Caliber that it has not provided any false information to gain access to the Services.
- (c) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 10(A), THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

CALIBER, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

CALIBER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, CALIBER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

- (e) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- (f) If any such modification, change or replacement of the original Third Party Components pursuant to Section 7(h) includes a material price increase with respect to the Services enabled by such Third Party Components or impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may cancel the Services and terminate this Agreement by providing written notice to Caliber within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment. Alternatively, the Customer may accept such material price increase via execution of an Amendment prior to such increase taking effect.

14. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and Caliber will immediately cease to perform the Services.
- (b) Customer will pay all amounts due under this Agreement up to and through the date of termination.
- (c) Customer shall return to Caliber, or at Caliber's option, purge or destroy all copies of any Confidential Information of Caliber in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Conditional upon Customer's payment of all Fees that are due to Caliber, Caliber will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a comma separated value format (.csv file)). The anticipated services to provide a copy of the Data are five (5) business days and will be set forth in an Amendment at Caliber's then current daily rate. Upon receipt of notice from Customer confirming receipt of the Data, Caliber shall destroy all copies of the Data and delete all Data on the database and an Officer of Caliber shall certify the destruction and deletion to the Customer. Subject to any legal requirement that Caliber must retain a copy of the Data, Caliber shall not delete the Data for thirty (30) days from the date of termination except: (i) where Caliber has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following thirty (30) days from the date of termination if Customer has not communicated with Caliber regarding the Data, Caliber shall have the right to delete all Data at any time as either required by law or as determined by Caliber in its sole discretion. Notwithstanding the foregoing, Caliber shall be permitted to delete all Data without providing notification to Customer and Caliber shall not be required to adhere to the time frames detailed above where Caliber is required by law to delete such Data.

15. Ownership

- (a) **By Caliber.** Caliber, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and Caliber and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Caliber a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate in to the Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or the Software.
- (b) **Customer Data.** As between Caliber and Customer, all Data will remain the sole and exclusive property of Customer. Customer and other customers share access to all data in master indices, such as people, location, or vehicle records.

17. Indemnity.

All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma Statutes §§151-172. All parties shall further be exclusively responsible for their own acts and the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other parties.

18. General

- (a) **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma and the federal laws of the United States applicable therein, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts that serve Oklahoma County, Oklahoma City, OK. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable.
- (b) **Notice:** Caliber may give notices related to this Agreement by means of a general notice on the Services, by written communication sent via first class mail to Customer's billing address on record in the Company's account information. Customer may give notices to Caliber related to this Agreement shall be in writing and sent by confirmed facsimile or by courier or first class mail to the fax number or address, respectively, to 102 W. 3rd Street, Suite 750, Winston-Salem, NC 27101, or as otherwise listed on the Company's website. Such notice, between the parties, shall be deemed to have been given upon the expiration of 72 hours after being sent. Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 18(c).
- (c) **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of United States.
- (d) **Entire Agreement:** This Agreement together with the Schedules attached to this Agreement, the Quotation/Order Form, Statement of Work, RFP and BID constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written Amendment signed by an authorized representative of each of the parties.
- (e) **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (f) **Assignment:** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of Caliber, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (g) **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (h) **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the

Schedule "A"

Fees and Payment Schedule

Payments Regarding InterAct Online RMS Quotation/Order Form Number Q-00175, Dated June 12, 2019 totaling \$436,195.00 shall be due and payable as follows:

1. RMS Subscription Fees:

a. Initial Term:

- i. \$41,950 to be paid monthly in the amount of \$8,390 (*in arrears*)
- ii. Initial Term Period: **Upon execution of Agreement – June 30, 2020**

b. Year 1 Renewal Term (upon proper execution of Amendment renewing this agreement):

- i. \$100,680 to be paid monthly in the amount of \$8,390 (*in arrears*)
- ii. Year 1 Renewal Term Period: **July 01, 2020 – June 30, 2021**

2. Implementation Service Fees and Travel:

\$335,515 to be paid (*in arrears*) in the amount of \$20,969.69 upon completion and acceptance of the individual monthly milestones set forth in the Statement of Work, Section 3.4 Preliminary Timeline.

Annual Subscription Fees are due monthly during the course of each Term, payable net 30-days from the date of invoice and are non-refundable. Year 1 Annual Subscription Fees are set forth above. Thereafter, subject to written agreement of the parties to renew this Agreement on an annual basis as more fully set forth in Section 4 - Term, Annual Subscription Fees for the first four (4) optional renewal years are set forth below.

- Year 2 = \$105,714, July 1, 2021 to June 30, 2022
- Year 3 = \$111,000, July 1, 2022 to June 30, 2023
- Year 4 = \$116,550, July 1, 2023 to June 30, 2024
- Year 5 = \$122,377, July 1, 2024 to June 30, 2025

Schedule "C"

Colossus, Incorporated Privacy Statement

Date of last revision: March 4, 2012

INTRODUCTION

Protecting personally identifying information and our Customer's Data stored in Caliber's Internet application(s) is a core Caliber value. This Privacy Statement describes how Caliber collects and uses the personally identifying information you provide to us in order to access our Caliber Internet applications. It also describes the choices available to you regarding Caliber's use of your personally identifying information, and the steps you can take to access this information, and to request that we correct or delete it.

If you have questions about this Privacy Statement or want to contact us regarding how we handle your data, please send an email to info@caliberpublicsafety.com or write to us at:

Colossus, Incorporated
102 W. 3rd Street
Suite 750
Winston-Salem, NC 27101

HOW WE COLLECT INFORMATION

Caliber Programs and Services

Caliber collects a wide variety of information in the course of providing the Caliber hosted services. This information applies to both Caliber application users as well as the information they collect and process in the performance of their duties. All information entered by an Caliber Agency is the property of the Agency.

HOW WE SHARE YOUR PERSONALLY IDENTIFYING INFORMATION

We will only disclose your personally identifying information in the following situations

- as required by law such as to comply with a subpoena, or similar legal process
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud or respond to a written government request
- if Caliber becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personally identifying information becomes subject to a different privacy statement
- to any other third party with your prior consent to do so

We will share your personally identifying information with third parties only in the ways that are described in this Privacy Statement. We do not otherwise sell your personally identifying information to third parties.

HOW WE SHARE RECORDS YOU ENTER INTO THE APPLICATIONS

Caliber Customers electronically submit data or information to the Services for hosting and processing purposes ("Customer Data"). Caliber will not review, share, distribute, or reference any such Customer Data except as provided in the Caliber Agreement executed by an End User Agency, or as may be required by law. In accordance with the Caliber Agreement, Caliber may access Customer Data only for the purpose of providing the Services, preventing or addressing service or technical problems, at a Customer's request in connection with customer support matters, or as may be required by law. Caliber will only share data that has been authorized for sharing by the Agency that originally entered the record.

ACCESSING AND UPDATING YOUR PERSONALLY IDENTIFYING INFORMATION

Schedule "D"

Third Party Component Software License Terms

1. **Google Maps:** <https://developers.google.com/maps/terms> - Google Maps API Terms of Services with End User Terms and Privacy Policy set forth in Section 9.3. Google's Terms of Services are subject to change at Google's discretion without notice.
2. **Jaspersoft:** <https://www.jaspersoft.com/saas-terms-and-conditions-v110113>

GENERAL INFORMATION


This Statement of Work ("SOW") is entered into and agreed upon effective as of _____ by and between Colossus, Incorporated (hereinafter referred to as "Caliber", "Caliber Public Safety" or "CPS"), and the Agency identified below ("Agency"). This SOW expressly incorporates by reference the entirety of that certain Software as a Service (SaaS) Agreement between Caliber and the Board of County Commissioners acting on behalf of the Oklahoma County Sheriff's Office dated (the "Agreement") and Quotation / Order Form Q00175, dated June 12, 2019 (the "Order Form"). If the Agency identified below is not a party to the Agreement identified above, then the Agency identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the "Agency" in the Agreement shall be applicable to the Agency identified below. Upon execution by Caliber and Agency, this SOW shall constitute a binding Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Effective Date:			
Agency Name:	Oklahoma County Sheriff's Office		
Designated Location:	201 N. Shartel Oklahoma City, OK 40601		
Agency Contact:	David Baisden		
Agency Phone:	(405) 615-0242	Agency Email:	sodavbai@oklahomacounty.org


Special Terms (If Applicable)

Caliber deliverables are limited to products and services expressly listed in the Order Form. Unless otherwise listed in this section, Records Management Service offerings apply only to state-specific UCR and IBRS incident-and summary-based reporting listed on the Order Form. Caliber standard products do not include agency-specific forms.

Statement of Work Approval (Agency)

Print name/title of authorizing person:	Carrie Blumert BOCC Vice-Chair		
Signature of authorizing person:		Date:	March 11, 2020

Statement of Work Approval – COLOSSUS, INCORPORATED

Print name/title of authorizing person:	Blair Robinson, Executive Vice President		
Signature of authorizing person:		Date:	February 27, 2020

Statement of Work Approval – (Other Stakeholders)

Print name/title of authorizing person:			
Signature of authorizing person:		Date:	



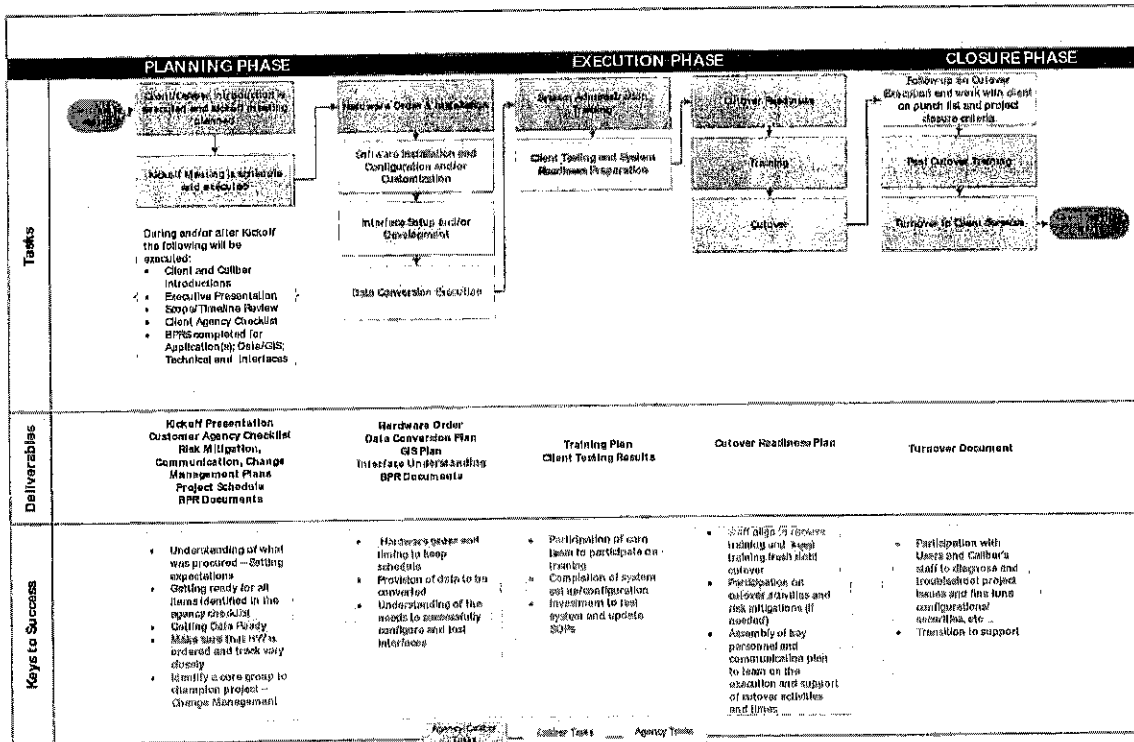
Statement of Work

Oklahoma County Sheriff's Office, Q-00175 dated 06/12/2019

SECTION 1: INTRODUCTION

This Statement of Work ("SOW") defines scope, project services, deliverables, dependencies, assumptions and responsibilities of the Agency and Caliber for the implementation of the Scope of Work (the "Project") defined below. In case of discrepancies between the scope outlined in this document and the Order Form, the Order Form supersedes this section unless otherwise noted. Any modifications to this SOW will only be made by written document used to add, remove or update particular aspects of the Agreement, referencing this SOW, which document is only valid when mutually approved by the Board of County Commissioners and Caliber ("Amendment"). No funds shall be obligated or expended prior to final execution of any written Amendment contemplated within this document.

Caliber Public Safety's project implementation methodologies focuses on utilizing defined industry and program management best practices. An overview of our methodology is illustrated below.



This document is organized in the following sections:

- Section 2: Project Team, Communication, and Escalations
- Section 3: Scope of Work
- Section 4: Scope of Services, Responsibilities, and Deliverables
- Section 5: Infrastructure Requirements
- Attachments as necessary

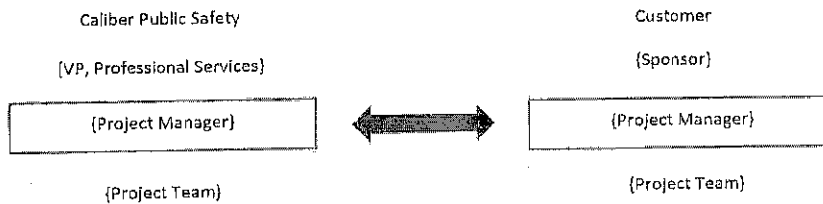
- Users who will function as the department experts and have the skills to train/assist other users.
- Basic working knowledge of computers (example: browsers and browser settings, file attachments).
- Working knowledge of Microsoft Office (understand copy and paste, save files locally).
- Willing to participate in open classroom discussions.

Maintain a Partnership with the Caliber team — together we will succeed!

- Actively participate in meeting and project activities.
- Completing data collection worksheets, wholly and accurately.
- Fully engage in training activities.
- Thoroughly test and exercise the systems.
- Plan for change management activities for your organization.
- Plan and "staff up" for project Go-Lives.

During the project implementation, the following hierarchy will be use and this includes escalations:

Project Hierarchy



SECTION 3. SCOPE OF WORK

3.1 Product(s), Ancillary (ies), Interface(s) and Custom Work

The Agency has procured the following products, ancillaries and interfaces and/or Custom Work. In case of discrepancies between the scope outlined below and the Order Form, the Order Form supersedes this section.

RMS Version 11.0 or later	
Subscriptions: <ul style="list-style-type: none"> • 114 - Online RMS Plus - Reserves Officers - OCSO Employed • 207 - Online RMS Plus - Sworn - OCSO Employed 	
RMS Plus Includes Non-Sworn Users in Agency <i>Non-Sworn users must be in the same organization/agency as Sworn users. The ratio of Sworn to Non-Sworn shall not exceed 2 to 1 (up to 1 non-sworn for every 2 sworn)</i> Included modules/ancillaries: <ul style="list-style-type: none"> • AdHoc Reports - Standard • Admin - Agency Management • Admin - State and Municipal Statute Management 	RMS Plus continuation: <ul style="list-style-type: none"> • Incident Based Reporting Submissions (NIBRS or State IBR where supported) • Master Indices: Person, Vehicle, Location, Organization, Property, and Gang Management • Notifications • Person Caution Management • Smart Search



Statement of Work

Oklahoma County Sheriff's Office, Q-00175 dated 06/12/2019

Product and Version	Services
	<ul style="list-style-type: none"> • One (1) - Rich Media Storage • One (1) - RMS Implementation & Consulting Services - over 100 users: <ul style="list-style-type: none"> ○ Project Management (Onsite for BPR & Cutover) ○ Kickoff Meeting and Business Practice Review (Onsite) ○ System configuration ○ Training (Onsite): <ul style="list-style-type: none"> ▪ Four (4) - Train the Trainer (24 hrs per class, 8 students max.) ▪ One (1) – Administration Training (16 Hours per session and up to 8 students) ▪ One (1) - Jasper Training (24 hours per class, 10 people max.) ○ Cutover (3 days) (Onsite) • Five (5) - Online RMS Interface Setup Fee • One (1) - Online RMS Data Conversion Gold Package #1 - Citations, Incidents, • One (1) - NIBRS Certification Assistance Package; this package is limited to: <ul style="list-style-type: none"> • Specialized Agency NIBRS Clerk technical assistance for validating incidents and generating a NIBRS compliant submission file. • Technical configuration assistance to validate Online RMS Offense codes and NIBRS code tables. • NIBRS Clerk assistance to generate, review, and submit up to 4 monthly NIBRS submission files (NIBRS certification typically requires 3 consecutive submissions with less than 4% error rate). • Certification assistance to review and troubleshoot NIBRS submission errors to obtain a less than 4% error rate • Error Rate testing, troubleshooting, software configuration updates. • Assistance with State Statistical Reasonableness Reviews. <p>Caliber will work with the City to make sure the City achieves NIBRS reporting certification has expeditiously as possible.</p>
Travel	<p>Estimated Travel Expenses are included up to \$13,675</p> <p>Any travel expenses to-be incurred above the estimations listed in the Order Form will be handled via an Amendment.</p>



Statement of Work

Oklahoma County Sheriff's Office, Q-00175 dated 06/12/2019

Agency Delays

All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of the Agency. CPS shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Agency's environment and personnel with such assumptions and prerequisites. Where CPS personnel are requested to rectify non-conformance with such assumptions, prerequisites, the Agency will be charged for such services at time, and materials rates separate from and in addition to the price quoted for the applicable services on the applicable Order Form, which services shall be set forth in an Amendment prior to Caliber performing such services.

State UCR/IBRS Reporting Submission

The Online RMS Incident Reporting process was designed to capture and validate data in compliance with the Federal NIBRS (National Incident Based Reporting System) standard. This design provides agency data administrators the capability to produce a standard FBI NIBRS positional flat file directly from the Online RMS without modification to the system. Your agency may fall into one of three categories depending on your State NIBRS program.

1. **UCR/Summary Reporting Data Submissions:** Agencies can print the Federal FBI UCR summary level hard copy reports using the Online RMS and submit the required information to the State via manual entry into the State portal (if available) or transfer to hard-copy state forms.
2. **NIBRS+ State Specific Submissions:** Some States have chosen to extend upon the FBI NIBRS standards by requiring agencies to capture and submit data above the Federal NIBRS standards. Caliber has achieved NIBRS+ certification in the following states: Indiana, Kansas, Michigan, Missouri, South Carolina, Texas, and Virginia. Agencies residing in these States can begin the State specific NIBRS certification process with their State NIBRS Authority when the agency desires. Agencies are responsible for contacting the State NIBRS authority and managing the certification process themselves. NIBRS certification assistance is available as an add-on service for agencies desiring assistance with the certification process. Agencies residing in States where the State-specific submission format is not currently supported by Caliber are responsible for manual entry of the data as required in the State NIBRS portal until such times as the State specific submission method is commercially supported by Caliber. A date of at least 180 days post cut-live is estimated for delivery of a new contracted State-specific NIBRS output method.
3. **Standard NIBRS FBI & State Submissions:** Agencies residing in States that follow the Federal NIBRS standard for data capture or have permission to submit directly to the FBI NIBRS program can begin the NIBRS certification process with their State NIBRS Authority at such time as the agency desires. Agencies are responsible for contacting the State NIBRS authority and managing the certification process themselves. NIBRS certification assistance is available as an add-on service for agencies desiring assistance with the certification process.

Agencies are responsible for confirming the status of their State UCR/NIBRS program, submission outputs available and requesting exceptions as appropriate. In addition, Agencies are responsible for confirming the accuracy of their State offense code mappings to the Federal NIBRS offense codes. These mappings drive the incident wizard validation process and need to be accurate to ensure correct reporting. Cut-live and the final payment milestone is not dependent upon the agency NIBRS certification process being completed.

Data Ownership

The Agency shall own all data, including but not limited to geo-data. As the owner of such data, it is the Agency's responsibility to ensure the integrity, accuracy, and completeness of such data. CPS shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data. CPS shall provide the Agency with pre-defined code tables, which will be delivered as-is. Any changes to the code tables or data conversion services are the Agency's responsibility.

Scope Change and Amendments

Changes to the scope of the project can be initiated only by a written Amendment signed by both parties and may affect the project cost and/or schedule. All alterations to an executed Order Form and Statement of Work require a written Amendment signed by an authorized representative of the Agency and an authorized representative of CPS. The Amendment will enumerate the modifications and cost changes, if any, the parties mutually agree upon.

Work Hours

All work will be performed at the Agency site or CPS offices and will be performed during normal business hours (8 A.M. CST to 5 P.M. CST) unless mutually agreed upon. For work to be performed outside of normal business hours, CPS reserves the right to charge additional fees.



Statement of Work

Oklahoma County Sheriff's Office, Q-00175 dated 06/12/2019

Agency and CPS will conduct kickoff meeting according to agreed agenda. Kickoff is not to be delayed more than 30 days from contract signing unless mutually agreed.	X	X
Conduct a formal review of the signed SOW, Order Form, and MP&L. Any deviations from the signed SOW will be handled via Amendment.	X	X
Establish a clear chain of communication, escalation, and authority.	X	X
Review the process, agenda, resource, and scheduling requirements for the next upcoming activities for the project	X	X
Deliverables: 1. Kickoff Agenda and Presentation		

Application Business Practice Review(s)	CPS	Agency
At CPS's discretion, schedule and execute the BPR (s) meetings at a mutually agreeable time with the Agency. CPS's Project Manager will deliver an agenda for each product BPR session. This meeting(s) will serve as the evaluation of the Agency's existing business practices as it relates to the use and change management for CPS's Product functionality. Its objective is to promote understanding of system functionality and serve as the mechanism to identify and document the configuration needs for each CPS Product. This includes a demonstration of the product outlining available options and best practice recommendations. Sessions and durations may vary per product to be reviewed.	X	X
Review and document in a BPR Document the configuration to be done per product (as applicable). Some systems do not require the BPR document for configuration. The Application Consultant who executed the BPR and delivered to the Agency via CPS's Project Manager will complete the BPR Document; the Agency has five (5) business days to review the document and note any discrepancies and/or changes. If no discrepancies and/or changes are identified between this time period such a document is deemed accepted. Any deviations from the agreed scope will be handled via Amendment, signed by both parties, which affect the project cost and/or schedule. Participate in all planning activities and provide adequate personnel participation. Participation needs to include personnel capable of making decisions for the Agency and/or provide information about current business processes and requirements.	X	X
Identify any existing operating policies and/or procedures that may be modified to accommodate CPS's application(s) functionality.		X
Review the BPR Document(s) within five (5) business days after CPS's delivery thereof and provide any discrepancies that need to be corrected. One (1) review is included in this SOW; any variations will require an Amendment or CPS's Project Manager's discretion.		X
Deliverables: 1. Application BPR Document(s) (per product as applicable)		

System Configuration Review	CPS	Agency
For CPS OnlineRMS, which is a hosted solution, this is limited to user workstations. <ul style="list-style-type: none"> • The workstation requirement is a PC, laptop, or tablet with a broadband Internet connection. • MS Windows computer running Internet Explorer 8 or later for RMS workstations Major browsers including IE, Chrome, Firefox, and Safari • All RMS software will be installed at the CPS's hosting center. There is no requirement for RMS software installation on the Agency workstations. The RMS is deployed as a web application that operates in a standard web browser. 		X



Statement of Work

Oklahoma County Sheriff's Office, Q-00175 dated 06/12/2019

<p>Confirm that all of the gating activities listed in the data conversion plan are completed. Including:</p> <ul style="list-style-type: none"> · Provide data in non-proprietary format for CPS data import process. · Provide data dictionaries, file layouts, sample reports for legacy data, printouts, file transfer protocols, and data specifications on the data to be converted. · Provide definition of fields, their formats and values, and assist CPS in mapping the existing values to those required for CPS databases 		X
Review resulting reports/converted data with CPS, document any problems, and collaborate with CPS on a plan for corrective action within five (5) business days of receiving the results.		X
Correct any problems identified during the initial data conversion task in accordance with the agreed schedule.		X
Provide CPS with the complete set of final data files to be converted in accordance with the data conversion plan.		X
The Agency will be provided conversion reports or credentials to review the converted data on a test environment (as applicable) prior to Final Data Load to production environment.		X
Any delays to the project, however caused, will move the completion time for this task out, requiring an Amendment for project extension.		X
The Agency has ten (10) business days to review the data conversion and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time periods, the data conversion is deemed accepted.		X
<p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. Initial Conversion per product(s) as applicable 2. Final Data Conversion per product(s) as applicable 		

Software Installation and Configuration	CPS	Agency
<p>CPS will install the software outline in Section 3.1 and in accordance with an agreed timeline.</p> <p>CPS reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover of the overall project.</p> <ul style="list-style-type: none"> · Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development. · Delays or unavailability of external systems and/or interfaces not made available to CPS. <p>If any Custom Functionality and/or Ancillaries are listed in Section 2, such as Custom Functionality and/or Ancillaries will be installed and configured under this task unless otherwise mutually agreed and/or stated in this SOW.</p>		
Perform internal testing of completed systems.	X	
Conformance and on-time delivery if all activities as set forth and agreed on the project schedule		X
Install CPS software in all remaining Agency workstations after training has been received from CPS.		X
<p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. RMS Software Set Notification of Completion 		

Interface Set Up	CPS	Agency
<p>CPS will install the baseline interface(s) as stated in Section 3.1 in accordance with the agreed upon project schedule. After development is complete, CPS will install the 31 unique interfaces in accordance to an agreed timeline</p>		
Deploy the available baseline interfaces in accordance with Section 3.1. No customizations and/or changes are included. If there any deviations, an Amendment will be executed	X	
Take ownership and responsibility for all interface hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by CPS. Any delays to the		X



Statement of Work

Oklahoma County Sheriff's Office, Q-00175 dated 06/12/2019

Develop with the Agency a Cutover Readiness Plan	X	
Execute a go/no-go meeting with the Agency in conformance with the project schedule against the Cutover Readiness Plan.	X	
Bring products to operational use and monitor the products, ancillaries, and interfaces up to three (3) days onsite during business hours. Any outside business hours coverage including 24- hour coverage will have to be agreed and/or procured with Caliber's management. Any Cutover delays resulting from or related to Agency cause shall be supported via remote access rather than onsite.	X	
Monitor the Acceptance Testing (if procured) in the Order Form in accordance with Section 11 of the Master Purchase License Agreement (MP&L).	X	
Participate and agree on the development and activities outlined on the Cutover Readiness Plan.		X
Execute a go/no-go meeting with CPS against the Cutover Readiness Plan in preparation of Cutover.		X
At Cutover, begin using the products and notify CPS of any issues in accordance with the Cutover Readiness Plan.		X
Deliverables:		
1. Cutover Readiness Plan 2.		
2. Application(s) placed in production use		

Closing Tasks	CPS	Agency
In preparation for closing the project and turning over the Agency to Account Management and Agency Care, the following activities will be performed:		
Post-Project Review Meeting: CPS will arrange (remotely) a meeting to discuss the plans and timelines for (and if applicable) any delayed products, ancillaries, interfaces, features agreed to be postponed per the agreed Project Schedule and Cutover Plan. Such a plan will be documented in a turnover document that will then be used during the turnover meeting to Account Management and Customer Success Manager.	X	X
Turnover Meeting: Arrange and perform a turnover meeting to review the Project and any open issues as outlined on a turnover document with the Agency, Account Manager, and Customer Success Manager.	X	X
Execution of a Certificate of Completion: CPS will deliver a certificate of delivery that will list all components in Section 3 have been installed, trained and cutover unless otherwise noted via Amendments. This will serve as the Agency's sign off and acceptance of the project.	X	X

SECTION 5: INFRASTRUCTURE REQUIREMENTS

Electrical and Network Infrastructures: The Agency's electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the Caliber solution being implemented. Inadequate infrastructure frequently results in less than desirable performance. If Mobile software is purchased, CPS is not responsible for the inability of a particular network to support features of the mobile software due to bandwidth restrictions
LAN and WAN Compliance: Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by the Agency.
Software Compatibility: Except as set forth in Caliber's Bid response to the County's desired RMS functional, non-functional, transition and integration requirements set forth in the RFP, the Agency accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by CPS.
Remote Access: The Agency shall provide CPS with secure high-speed remote access with a static IP address to all servers and work stations running CPS software. The Agency will grant access rights to all CPS personnel so designated in writing by CPS as authorized by CPS to need access rights. The high-speed access must be in place prior to the beginning of the installation process. The Agency's failure to provide secure high-speed remote access will be considered a material breach of the Agreement.



Statement of Work

Oklahoma County Sheriff's Office, Q-00175 dated 06/12/2019

- 5) This account needs DBO rights to each database in the CPS system.
- 6) The databases used vary depending on the products installed.

Antivirus Exclusions:

- 1) CPS must have AV exclusions set for any directory containing CPS software. This can include the following: C:\InterAct
C:\ProgramFiles\InterAct
C:\ProgramFiles (x86)\InterAct
- their directories may need to be excluded, depending on products installed. Detailed lists of excluded directories are available from CPS personnel and may depend on your environment and products installed.



Statement of Work

Oklahoma County Sheriff's Office, Q-00175 dated 06/12/2019

Package Name	Package Includes	Load Format	Specifications of this package include
	<ul style="list-style-type: none"> SMT (Scars, Marks, and Tattoos) photo Person Attachments Incident Attachments 		<p>record for complete details. No associated event data (citation, warrant, field interview, etc.) will be loaded. The Customer is responsible for providing an export file containing the incident report data elements, a data dictionary for the data elements, and a mapping for values that are not consistent with values used in the CPS Online RMS.</p> <p>Includes the loading of Master Person images and/or Master Person file attachments if available. The following file types are supported pdf, jpg, jpeg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the large size of these types of files. The Customer is responsible for providing export file containing the attachment files and/or images. Additional GB will be an extra cost. The Customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP process and requires a unique file name for each attachment loaded matching the ID in the linkage data. The load is limited to 1 GB of data.</p>
Warrant Package	<ul style="list-style-type: none"> Warrant Information Master People Master Locations (Person address) Person Photo (mugshot or other image) or SMT (Scars, Marks, or Tattoos) photo Person attachments 	<ul style="list-style-type: none"> XML Import 	<p>Warrant data only: This migration option covers the loading of Person Warrant information (active warrants only). Migrated Warrants will include Warrant Person, Agency, State, Status, Bond Type and amount, Issuing Agency, Plaintiff, Judge, Status Dates, Warrant Log with date/time and free text comment with optional status, Warrant Free Text Charges, Warrant Reference Numbers (Warrant Number, Incident, Docket, Court Case). The Customer is responsible for providing an export file containing the warrant data elements, a data dictionary for the data elements, and a mapping for values that are not consistent with values used in the CPS RMS.</p> <p>Includes the loading of Master Person images and/or Master Person file attachments if available. The following file types are supported pdf, jpg, jpeg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the large size of these types of files. The Customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP process and requires a unique file name for each attachment</p>

Bill To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111	Requisition 12500320-00 FY 2025 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065sobrasev Status: Created
--	--

Vendor COLOSSUS INC PO BOX 74008484 CHICAGO, IL 60674-8484 Tel#336-397-5300 Fax 866-368-8602	Ship To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111
---	---

Deliver To
 OK COUNTY SHERIFF'S OFFICE
 2101 NE 36th Street

 OKLAHOMA CITY, OK 73111

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/24	001232	07/01/24			Sheriff

LN	Description / Account	Qty	Unit Price	Net Price
001	BLKT - RMS FY25 July 24 and June 25	129165.53	1.00000	129165.53
		EACH		

Ship To
 OK COUNTY SHERIFF'S OFFICE
 2101 NE 36th Street
 OKLAHOMA CITY, OK 73111

 Deliver To
 OK COUNTY SHERIFF'S OFFICE
 2101 NE 36th Street
 OKLAHOMA CITY, OK 73111

Requisition Total 129165.53

***** General Ledger Summary Section *****
 Account Amount Remaining Budget