



EXHIBIT A
STATEMENT OF WORK
Diverse Computing, Inc.
For Fiscal Years 2018-2019 through 2022-2023

Professional Services and License Agreement
by and between
County of Humboldt and Diverse Computing, Inc.

Support and Maintenance for eAgent Software
Statement of Work - November 2018

The eAgent logo, featuring a stylized white 'e' inside a blue shield icon, followed by the word "AGENT" in a large, bold, white sans-serif font, and a small "TM" trademark symbol to the right.

eAGENT™
A PRODUCT OF DIVERSE COMPUTING

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I. PROJECT SUMMARY

Diverse Computing Diverse Computing, Inc., hereinafter referred to as "CONSULTANT," in cooperation with the County of Humboldt, by and through the Humboldt County Sheriff's Office, hereinafter referred to as "COUNTY," shall provide Software Licenses as identified in Section II and Support and Maintenance Services as described in Section IV for the eAgent software products installed and utilized by the COUNTY. Pricing for Software Licenses and Support and Maintenance Services are included in Section VII.

As an option to be exercised at the discretion of the COUNTY, CONSULTANT shall provide additional eAgent Software licenses for products identified in Section III and priced in Section VIII.

As an option to be exercised at the discretion of the COUNTY, CONSULTANT shall provide optional consulting services as defined in Section V and priced in Section IX.

II. EAGENT SOFTWARE PRODUCTS

II.A. EAGENT MESSAGE SWITCH SOFTWARE ("MSS")

The eAgent MSS serves as the message broker for all CLETS and CLEWS transactions. It facilitates all of the reporting and administrative functions that are associated with eAgent MART (Managed Archived Retrieval Tables) and ECM (eAgent Client Manager). eAgent MSS runs on a Linux Operating System which will be supported by CONSULTANT pursuant to the terms and conditions of the Agreement.

II.B. INTERFACES

The eAgent FUSE message switch interfaces to multiple county and state CJIS systems. The primary interface is to CLETS and this interface supports every Message Key supported for entries, modification, & queries. Additional interfaces include Logisys CAD, Logisys MobilTrak, eAgent Warrant System, and the Commsys Jail System.

II.C. EAGENT CLIENT

eAgent Client is an application written in Java that will facilitate the entry or modification of CLETS data. eAgent Client can also be used for any query of the CLETS or CLEWS systems. eAgent Client will be available for COUNTY to install from the eAgent MSS.

II.D. EAGENT WEB

eAgent Web will facilitate the entry of service attempts for the CLEWS system. eAgent Web can also be used for queries of the CLETS system. eAgent Web runs in Internet Explorer 8 and newer, Mozilla Firefox, Google Chrome, Safari, and potentially other web browsers.

II.E. EAGENT WARRANT SYSTEM – (CLEWS)

The eAgent Warrant System (CLEWS) contains information about warrants issued in Humboldt County. The system interfaces with CLETS through the eAgent FUSE message switch. CLEWS interfaces with the COUNTY Superior Court system SUSTAIN.

III. SCOPE OF MAINTENANCE SERVICES

Upon payment of the applicable Maintenance Fees, as set forth in Exhibit C – Schedule of Rates, CONSULTANT shall provide the following Maintenance Services to COUNTY for the relevant Term (as defined under the Agreement) as applicable:

IV.A. FIRST TIER SERVER SUPPORT SERVICES

CONSULTANT shall provide First Tier Server Support services solely as specifically set forth in this subsection ("First Tier Server Support"). CONSULTANT will provide one (1) hour response time for pager/telephone support twenty-four (24) hours per day, seven (7) days per week for troubleshooting and diagnosis of the Software via remote access.

IV.B. SECOND TIER SERVER SUPPORT SERVICES

CONSULTANT shall provide Second Tier User Support services solely as specifically set forth in this subsection ("Second Tier User Support"). CONSULTANT will provide four (4) hour response time for pager/telephone support Monday through Friday, 9AM to 5PM Pacific Standard Time (holidays excluded). COUNTY shall designate a maximum of two personnel as points of contact for COUNTY. Such support call can only be initiated from one of the points of contact. Such support will include any reasonable assistance the points of contact may require in using the Software that can be handled by telephone.

IV.C. UPDATES AND SUPPLEMENTS

During the Term of the Agreement, CONSULTANT shall make Updates and Supplements available to COUNTY within a reasonable time after release of such Update or Supplement. During the Term of the Agreement, COUNTY agrees to implement, in the manner indicated, any Updates and any other error corrections provided by CONSULTANT to COUNTY to maintain the continuing integrity of the Software. Notwithstanding anything to the contrary, COUNTY's failure to do so shall relieve CONSULTANT of any responsibility or liability for the improper operation or any malfunction of the Software as modified by any such subsequent Updates or corrections.

IV.D. PERSONNEL

The personnel assigned to perform the services set forth herein, shall be determined solely by CONSULTANT and shall be trained and skilled to perform such services in a professional manner consistent with industry standards. Unless otherwise required (as determined exclusively by CONSULTANT), the scope of work and any services under this Agreement shall be performed at the office facilities of CONSULTANT.

IV.E. ACCEPTANCE OF MAINTENANCE SERVICES

Maintenance services shall be deemed delivered by CONSULTANT and accepted by COUNTY upon performance.

IV.F. MAINTENANCE SERVICE SCHEDULE

Maintenance services shall be performed only during normal working hours on all non-holiday weekdays, Monday through Friday.