

EXHIBIT-A

· EXHIBIT-A

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
TracNet Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide Software and Software Maintenance for the County and its internal and external partners, under the terms and conditions as outlined in Exhibits B, B-Addendum, C, D, E and F.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$780,016 over three years for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

All reimbursement is based on numbers of licenses purchased by the Sheriff's Office and its internal and external partners, and the method chosen to purchase these licenses, which affects the annual cost of software maintenance. The table below depicts the next three years of costs for this portion of the contract, based on present license counts:

	FY 2018-19	FY 2019-20	FY 2020-21
Software Maintenance-Sheriff	168,265.23	172,471.75	176,773.43
Software Maintenance-Others	38,757.96	39,726.80	40,720.09
Software Purchase-Sheriff	12,600.00	12,600.00	12,600.00
Software Purchase- Others	25,000.00	25,000.00	500.00
Allowance- Addit. Purchases	5,000.00	5,000.00	5,000.00
	\$249,623.19	\$254,798.55	\$235,593.52

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Programming allowance: \$40,000 one-time allowance.

After five years of working with the system, the County has identified Warrants/Records and Photo Capture as two areas that could use further refinement. This allowance will be used to plan and design workflow process improvements for these areas. All work must be fully scoped and have a price quote and deliverables listed prior to any design/programming work beginning. All programming requests must come from the County's Information Technology Manager, Jennifer Claudel.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur once a year for license renewals and current license payments and upon sale for any new license and its subsequent support during the fiscal year. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**EXHIBIT B TO AGREEMENT BETWEEN MONTEREY COUNTY SHERIFF'S
OFFICE, HEREINAFTER "COUNTY" AND TRACNET INC., HEREINAFTER
"TRACNET"**

Software Maintenance Service Plan

This agreement specifies the services and software upgrades included in the TRACNET subscription service for the "For the Office" and "Jail Management System" software in object code (machine readable form). TRACNET agrees to provide such services to County in consideration of payment of the annual fee set forth below. The annual fee is payable in an annual lump sum upon execution of this agreement. Services not explicitly included in this agreement, including system training, may be available at additional cost to County on TRACNET'S standard terms.

1. MAINTENANCE OBLIGATION

TRACNET'S obligation is to provide the services described below as necessary to cause the Licensed Software system to perform in accordance with the designed functions in effect at the time of delivery to County of Licensed Software and includes providing County with such improvements or changes to the Licensed Software system as TRACNET determines to be suitable for Licensed Software.

2. SERVICES

2.1. Telephone Support

All service provided hereunder shall be via telephone. Emergency support is available by telephone 24 hours per day, seven days per week. "Emergency Service" is intended to mean only circumstances under which entry or inquiry of information cannot be handled through the computer system running Licensed software. Non-emergency support and support via modem will be provided from 8:00 AM to 5:00 PM Pacific Standard time on normal TRACNET business days.

2.2. Designated Contacts

Customer service support services shall be restricted to three County representatives who have successfully completed the Licensed Software training and have been so recognized by TRACNET Customer Service Department.

2.3. General Service

Telephone support in responding to requests for guidance in the proper use of the features and functions which are then standard and support via modem as applicable to existing circumstances. The restoration of the Licensed Software by means of removable media and or by modem connection is also included.

TRACNET shall not be held responsible for damaged or lost data resulting from hardware or software dysfunction or the loss of any data in the attempt to reasonable efforts to recover data damaged by hardware or software dysfunction, however, TRACNET makes no guarantee or representation as to such recovery. County is advised to minimize exposure to lost data by following accepted system copy practices recommended in the training program.

2.4. Software Errors

County understands that there can be no guarantee that a software program will function without error. If Licensed Software should be found not to function in accordance with its designed functions, TRACNET will use its reasonable effort to provide a correction and will include any such correction in the next revision

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OFFICE, HEREINAFTER "COUNTY" AND TRACNET INC., HEREINAFTER
"TRACNET"**

Software Maintenance Service Plan

of Licensed Software offered. In some cases, the solution to an identified program flaw may require the user of the system to work around the flaw by modifying procedures so as not to cause undesirable system responses. Revisions to procedures offered in instructional literature may also be made in order to avoid undesirable system responses.

2.5. Upgrades

This service entitles the County, at no additional charge, to Licensed Software upgrades if TRACNET makes any upgrade function licensed to County by TRACNET. It does not include the addition of functions or components not originally or subsequently licensed. Documentation for instruction in the use and application of the upgrade, if available, is also included. Instructional aid in the application and use of upgrades by telephone is available to County Contact(s) named below.

2.6. Charges for Media

TRACNET reserves the right to charge a reasonable amount for removable media delivered hereunder whenever an exchange of media is not feasible.

2.7. Hardware Service Not Covered; Certain Required Hardware

This subscription service agreement is for TRACNET software only. It does not include hardware service, operating system software or other third party software support, all of which County should obtain from a vendor qualified to support the computer(s) operating the Licensed Software program.

3. COUNTY OBLIGATIONS

- 3.1. County will designate contact(s) to coordinate all of County's service requirements and will identify such person(s) below or promptly notify TRACNET of the identity and telephone number of such person(s).
- 3.2. County will provide VPN communication to the agency's network to allow TRACNET to make remote service available

4. INDEMNIFICATION

COUNTY shall defend, indemnify and hold TRACNET and its officers, agents and employees harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the services provided under this agreement, regardless of the existence or degree of fault or negligence on the part of TRACNET, officers, subcontractor(s) and employee(s) of any of these, except for the active negligence of the TRACNET Corporation, its officers and employees. This indemnification will survive the termination of this agreement.

**EXHIBIT B TO AGREEMENT BETWEEN MONTEREY COUNTY SHERIFF'S
OFFICE, HEREINAFTER "COUNTY" AND TRACNET INC., HEREINAFTER
"TRACNET"**

Software Maintenance Service Plan

TRACNET shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with TRACNET'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. TRACNET'S performance" includes TRACNET'S action or inaction and the action or inaction of TRACNET officers, employees, agents and subcontractors.

In no event will TRACNET be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence, or other tort action arising out of or in connection with the this Maintenance Service Plan. In no case shall TRACNET'S liability under this agreement exceed the cost of six (6) months payments of the Maintenance Service Plan.

5. TERM

This Maintenance Service Plan shall commence the day following the expiration of the (30) day warranty period as defined in Section 7 of the Software License Agreement, and have a term of one year from the Commencement Date. The agreement may be renewed on or before the 30th day prior to the end of the term by payment (subject to acceptance by TRACNET) of TRACNET's then current Annual Fee. Either TRACNET or County may terminate this Agreement for any reason or without cause upon sixty (60) days prior written notice. If TRACNET terminates this Agreement, it shall remit to County the remaining balance, if any, of the Annual Fee. Such termination shall be without prejudice to any other remedies the terminating party may have.

6. LIMITATION ON TRACNET OBLIGATIONS

Any modification of Licensed Software or any failure of County to implement any improvement upgrade, revision or other changes to Licensed Software supplied by TRACNET shall void the obligation of TRACNET under this Agreement unless County has obtained prior written authorization from TRACNET permitting such modification or failure to implement. The maintenance service provided for in the Agreement does not extend to assistance required because of failure of County to maintain the hardware system in proper order or from natural disasters, unusual shock or electrical damage. In no event shall TRACNET be liable for any incidental or consequential damages. EXCEPT AS STATED HEREIN THERE ARE NO EXPRESS OR IMPLIED WARRANTIES RESPECTING THIS AGREEMENT. Nothing contained in this Agreement gives the County any rights with respect to new or different computer programs published or marketed by TRACNET.

7. MISCELLANEOUS

TracNet Inc. **EXHIBIT B**
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

**EXHIBIT B TO AGREEMENT BETWEEN MONTEREY COUNTY SHERIFF'S
OFFICE, HEREINAFTER "COUNTY" AND TRACNET INC., HEREINAFTER
"TRACNET"**

Software Maintenance Service Plan

- 7.1. Any Notices provided for under this Agreement shall be given by hand delivery or first-class mail, registered or certified to the addresses set forth below.
- 7.2. This Agreement supersedes all prior agreements, negotiations, communications, and understanding of whatever types, whether written or oral, and constitutes the entire agreements between parties on the subject of this Agreement. This Agreement may be altered or amended only in writing signed by both parties.
- 7.3. This Agreement may not be assigned in whole or in part without the consent of both parties, except in the events of a merger, acquisition, sale of substantially all assets or similar transaction.
- 7.4. This Agreement shall be governed and construed in accordance with the laws of the State of California as that law is construed and applied between residents of that State.

8. COST OF SOFTWARE MAINTENANCE PER LICENSE

Annual Software maintenance fees are due for every license. A 2.50% Cost of living adjustment shall be applied annually, and is reflected in the license costs below. The cost of software maintenance is based on the year in which software is in use. Price of purchase of any new license is detailed in the attached Addendum. Fees below are IN ADDITION to annual time payments for licenses purchased on the six-year plan.

	Per License Maintenance cost for those paying paying in full at time of license purchase	Per License Maintenance cost for those paying over six years for license purchase
FY 2015-16	\$100.00	\$250.00
FY 2016-17	\$102.50	\$256.25
FY 2017-18	\$105.06	\$262.66
FY 2018-19	\$107.69	\$269.22
FY 2019-20	\$110.38	\$275.95
FY 2020-21	\$113.14	\$282.85

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OFFICE, HEREINAFTER "COUNTY" AND TRACNET CORPORTION,
HEREINAFTER "TRACNET"**

Software Maintenance Service Plan

SIGNATURE PAGE

IN WITNESS WHEREOF, County and TRACNET have executed this Agreement as of the day
and year written below.

County of Monterey

TRACNET

TRACNET Corporation

1277 Adobe Lane
Pacific Grove, California 93950

By: _____
Contracts/Purchasing Officer

By: _____
Signature: President or Vice President

Date: _____

Date: 11/18/2018

Approved as to Form

By: _____
County Counsel

By: _____
Signature: Secretary, Asst. Secretary, CFO,

or

Treasurer or Asst. Treasurer

Date: 1/24/2018

Date: 1/18/2018

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: 1-26-18

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

TracNet Inc. **EXHIBIT B**
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

Attachment A to Exhibit B

The rights and obligations of the parties to this License agreement are governed by the terms of the Software Product License Agreement.

1. Licensed Program Name:
 - TracNet Records Management System
 - TracNet Jail Management System
 - Regional Warrant System
 - California Law Enforcement Telecommunications Switch (CLETS)
 - Regional Data
 - Coplink Regional Data Feed
2. Computer System
 - IBM "Power I" server connected to existing County Networks and devices.
3. Maintenance Period:
 - Commencing on the date and at the price stipulated in the terms and conditions of the Maintenance Service Plan for the Licensed Program. Additional services may be purchased from TracNet at TracNet's then prevailing service rates.
4. The cost of the TracNet License for the Record Management System, Jail Management System, Warrant Repository and CLETS switch and TracNet Services which included the cost of the TracNet supplied server and software, installation, agency customization, and training and conversion of agreed upon data into the TracNet System and migrating agreed upon files from the existing server to the "Power I" server was \$965,000.00. This amount has been paid.

Additional features, services and components and the associated prices are listed in the options sections of the pricing page.

Payment Terms: Payable upon receipt of invoice - Net 30 days.

TracNet Designated Contact Person:

Name: Kenneth M. Rolle
Title: Vice President
Address: 1277 Adobe Lane
Pacific Grove, CA 95060
Telephone: (831) 643-9943

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

Sheriff's Office Designated Contact Person:

Name: Jennifer Claudell
Title: MCSO IT Manager
Address: 1414 Natividad Road
Salinas, CA 93906
Telephone: (831) 755-3710

TracNet Provided Software

Base Records Management System server software
Base Jail Management System server software
Base Warrant Repository server software
Base CLETS switch server software
Client Records Management System (RMS) software
Client Jail Management System (JMS) Software
Client Warrant Repository Software
Electronic Citation and Registry System (E-CARS)/Department of Justice (DOJ)
Reporting integration software
Regional Data Sharing in County Shared Data
Coplink Feed from Regional Server located in Carmel, CA

TracNet Provided Services

Server Operating System (O/S) and Application Software Installation and Configuration
Telephone support

TracNet Supplied Equipment

Server

Server Hardware
IBM "Power I"
Ethernet Local Area Network (LAN) Support
Redundant Array of Independent Disks (RAID) or Mirroring
Modem
Internal Tape and CD
Communication Line
Server Software
Operating System
Required Application Development Programs

Attachment A to Exhibit B- Software Product License Agreement

**Monterey County Sheriff's Office, hereinafter "County" and
TracNet Corporation, hereinafter "TracNet"**

Base RMS Includes

- Citation
- Parking Citation
- Multiple FI entry
- Business Responsible
- Pawned Property
- Licensing of bikes\guns\taxis\vehicles
- Registrant
- Crime Case including
 - Case Solvability
 - Case Management
 - Crime analysis
 - Line Ups
 - Case to Court Tracking
 - 293 Penal Code (PC) compliant printing
 - 964(b)PC compliant printing
 - Notify unapproved case printing
 - Integrated Images\ Audio Attachment \ Scanned Documents

Base Jail Management Includes

- Booking
- Interactive Graphical Inmate Current Location and Movement Screen
- Graphical Drop and Drag Movements
- User defined Alarms for inmates, status's and cell checks
- Figure Time Program
- Automatic Release Scheduled Events
- Manual or Automatic Property Box Assignment
- Recommended Classification
- Flexible Cell Assignment
- Visitor queue and tracking
- Inmate notes and events linked to inmate record
- Temporary Release, Weekender, Electronic Surveillance monitoring
- Schedule Event creation
- Data Sharing Options

Attachment A to Exhibit B- Software Product License Agreement

**Monterey County Sheriff's Office, hereinafter "County" and
TracNet Corporation, hereinafter "TracNet"**

Warrant Repository

- TracNet Warrant Repository database
 - Modified and enhanced from existing TracNet Warrant System
 - Database functionality and elements similar to existing in-house system
 - Data converted from in-house system to new system

CLETS

- TracNet CLETS Switch
 - Utilize existing County provided line to DOJ
 - Provide CLETS application to existing hardwired workstations on County Network
 - Provide access for Computer Assisted Drafting (CAD) interface
 - Provide port for Mobile interface

TracNet Software Licenses Supplied

<u>Application Base Count of Licenses when Purchased</u>	
<i>License</i>	<i>Quantity</i>
Base Records Management System server software	1
Base Jail Management System server software	1
Base Warrant Repository server software	1
Base CLETS switch server software	1
Client Records Management System software	75
Client Jail Management software	200
Client Warrant Repository software	25
Client CLETS Access	200
E-CARS/DOJ Reporting integration software	1
Regional Data Sharing	1
Coplink Feed	1

Regional Data Sharing

TracNet provides the regional data sharing software and configuration under this agreement. County provides a data communications line and any costs associated

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

with the movement of the data from agency to agency. County has secured the utilization of the County data network for Monterey County Sheriff's Office (MCSO) data. The County has agreed to be one of the contributing agencies in the "Memorandum of Understanding" between the TracNet law enforcement agencies sharing data. This memorandum was signed by all participating law enforcement agency Department Heads (Chief's and/or Sheriff) and instructs TracNet to enable sharing of "Police Records information" contained in the TracNet system.

CopLink Data Feed

TracNet provides the Coplink Regional Data Feed software application in this agreement. The County has obtained approval from Coplink to include MCSO's data in the Monterey County data feed to Coplink located in the Carmel Police Department in Monterey County.

Department of Justice (DOJ) E-CARS

TracNet provides the application software to create the file for electronic transfer of data from the RMS into the DOJ E-CARS system for transmission to the State of California Department of Justice for both UCR and MACR reporting. County provides the communication and PC for the electronic submission of the data.

Victim Information and Notification Everyday (VINES) Feed

TracNet provides a VINES interface which is currently in use with the VINES system to provide a file that VINES interfaces obtain data from, for the VINES program.

Social Security Administration (SSA) electronic reporting

TracNet provides the Social Security Administration electronic reporting file for use by the Jail System for interfacing with the Social Security Administration.

Commissary Interface

TracNet provides a Commissary Interface file which provides a file with specified jail data similar to what is currently being provided from the JMS system to the commissary program.

Inmate Telephone System Interface

TracNet provides an Inmate Telephone Interface file which provides a file with

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

specified jail data similar to what is currently being provided from the JMS system to the commissary program.

City of Salinas TriTech to CLETS interface

This interface was created in 2017 to allow City of Salinas to have a TriTech interface to the TracNet CLETS Message Switch for access into CLETS. The TracNet connection is a pass through from TriTech to DOJ for processing both inquiry and updating of CLETS data for Salinas. Separate fees apply and are paid by City of Salinas annually.

CLETS Switch, Interfaces and integration into Warrant Repository

The CLETS switch with an interface into the existing Mobile and CAD system and integration into the Warrant Repository is covered under this agreement. County has obtained approval from DOJ and CLETS Advisory Committee for utilizing the DOJ Transmission Control Protocol (TCP)/Internet Protocol (IP) Version 2.0 interface and specific County CLETS system design/deployment approval.

Data Archive

TracNet migrated the County's data (245 files) currently housed on the County "Z" server to the "Power i" server. This data is housed in the relational data base with field names. This data is accessible by a Query tool for the database and is for historical data lookup only. The data is the raw data currently housed on the "Z" machine.

Data Conversion

TracNet converted and migrated the agreed upon data into the TracNet system. Any data agreed to be converted is contained in the archived data identified by County as the files to be archived. TracNet extracted the agreed upon data and imported it into the TracNet system.

TracNet On-Going Maintenance Service

TracNet maintains the TracNet application software system as specified under the terms and conditions contained in the TracNet Maintenance Service Plan (MSP) agreement. The cost of the TracNet Maintenance Service Plan is payable July 1st of each year and billed annually in advance. The MSP contract is billed separately (at the rate stipulated in the proposal) from the proposed base system.

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

Training and Training Materials

Training is available via Telephone support and as arranged by IT manager and TracNet personnel.

Optional and Additional TracNet Software License Cost

Additional licenses in excess of the number of supplied licenses and optional feature costs are listed below:

<u>Application License</u>	<u>Additional License Cost</u>
Client Office Records Management software	\$1,500
Client Jail Management software	\$1,500
Client Mobile Records Management software	\$1,500

Licenses above this line are available, if approved by County(MCSO), for purchase under the Alternative Purchase Method below.

Client CLETS Program	\$ 500
Client Warrant Repository software	\$1,000
LiveScan Interface per LiveScan(fingerprinting) machine	\$5,000
Dataworks Photo Imaging Integration	\$5,000
Regional Jail Inmate Status (Only 1 license required)	\$15,000
Additional "Z" to "Power i" file migrations	\$150 per file

All licenses must be paid for prior to installation. If Department/Agency chooses the alternative purchase method, Departments will be charged for their fee directly by County (MCSO). External Agencies will be billed annually for Alternative Purchase licenses, and must pay a full year at a time. No proration for partial year's use is available.

Alternative Purchase Method for Licenses

MCSO is the contracting agent for TracNet services for County and any request for additional license purchase must be made through the MCSO Information Technology Department. Departments and external agencies requesting additional licenses will be required to fill out a MCSO form that carries additional terms not covered within this agreement.

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

Licenses purchased under the Alternative Purchase Method have higher Annual Software Maintenance Costs.

Alternative Purchase pricing is as follows:

Any \$1,500 license: \$250.00 up front, five (5) additional annual payments of \$250.00 due, for a total of \$1,500 paid over six (6) years.

MCSO, any \$1500 license: \$150.00 up front, nine (9) additional annual payments of \$150.00 due, for a total of \$1,500 paid over ten (10) years.

Sheriff's Office Responsibilities

Equipment and Network

TracNet supplies application software only which operates in a TCP/IP environment and will operate on the County hardware and software trusted Ethernet network infrastructure. County owns the desired hardware, personal computers/work stations, mobile computers, adapter cards, printers, cables, mounts, PC servers, and other assorted hardware. All network security and configuration, including necessary routes, firewalls, and other network related hardware and communications paths, will be the responsibility of the County. County will provide Microsoft Windows Operating System and Microsoft Word on all PC's to be utilized for the TracNet workstations. Listed below are the basic specifications of the necessary hardware and software required for the TracNet application software. TracNet will supply the "Power i" server and server operating system. (See TracNet responsibilities below)

Client PC Software Requirements

Microsoft Windows Operating System
Microsoft Word

Windows Servers

County will provide the necessary windows servers and related support services for the storage of images, video clips, audio files, scanned images, narrative documents and other related non-relational database case elements.

Existing Server Access and Interface Specifications

County will provide TracNet with necessary CAD and other identified interface specifications, network related information, existing data table related specifications and

Attachment A to Exhibit B- Software Product License Agreement

Monterey County Sheriff's Office, hereinafter "County" and TracNet Corporation, hereinafter "TracNet"

locations and other information necessary and related to the project. County has provided a data area on the existing "Z" machine in which a copy of prior data can be stored along with COBOL conversion and export software programs in the event County desires further migration of data to the "Power I" server. The migration process requires remote VPN access to the "Z" server and data area allocated.

Remote VPN Access

County will provide remote VPN access for TracNet staff and approved TracNet subcontractors. This enables TracNet to access the existing County "Z" server, "Power I" server and new or existing servers or devices which are involved with or utilized by the TracNet System.

Physical Access

County will provide TracNet staff with access to the locations in which equipment or services are required to be accessed or performed by TracNet Corporation.

Data Back-Up

RAID or Mirroring Disk protection is provided on the RMS Database Management Server (DBMS) "Power I" server, however, daily back-ups of the RMS DBMS server and Windows document and image server is required to be performed by County. Supplies costs related to performing the back-ups are the County's responsibility.

IBM Server Maintenance Costs

County has secured a hardware and software support contract with IBM Corporation for the "Power I" server. This is a County expense and is contracted for directly between the agency and IBM.

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Inc., hereinafter "TRACNET"

This is a Software Product License Agreement between TracNet Inc. (TRACNET), a California Corporation with its principal place of business at 1277 Adobe Lane, Pacific Grove, California 93950 and the Monterey County Sheriff's Office (COUNTY) at 1414 Natividad Road in Salinas, CA 93906.

1. DEFINITIONS OF TERMS USED

1.1 "Computer System" is the specific combination of a computer central processing unit (or units), computer terminals, and other related devices listed in Attachment A, Section 2, to this License in the configuration described. COUNTY is only licensed to use this Licensed Program on that system. Use on any other system or configuration requires a supplementary license.

1.2 "Licensed Program" is the set of copyrighted, computer programs listed in Attachment A, Section 1, and any additions or enhancements to the programs that TRACNET may provide from time to time regardless of the form in which COUNTY may subsequently use them.

1.3 "Documentation" means TRACNET's Licensed Program manual and any written or printed technical material provided by TRACNET with the Licensed Program to explain the operation of the Licensed Program and aid in its use.

1.4 "License" means this License Agreement and the rights and obligations which, it creates under the United States Copyright law and other applicable state or federal law.

1.5 "Derivative" means any computer software program which may be developed containing any part of the Licensed Program, regardless of the form of the resulting code, the media it is carried on, or its intended use.

1.6 "Trade Secret" means the program structure, logic, data structures, design, processes, procedures, formula and algorithms contained in the ordered set of instructions which together constitute the Licensed Program.

2. GRANT OF LICENSE AND COUNTY'S AGREEMENTS

2.1 In consideration of COUNTY's payment of the license fee for this License and of COUNTY's agreement to abide by the terms and conditions of this License, TRACNET grants COUNTY a nonexclusive nontransferable right to use and display the Licensed Program on the computer system identified in Attachment A, so long as COUNTY complies with the terms of this License. TRACNET reserves all rights not expressly granted to COUNTY.

2.2 COUNTY agrees to pay TRACNET the additional license fees due if COUNTY uses the Licensed Program on any additional computer systems. Such additional license fees shall be due and payable within thirty (30) days of the commencement of COUNTY's use of the Licensed Program on any additional computer systems.

2.3 COUNTY agrees to take reasonable steps to protect the Licensed Program from theft or from use by others contrary to the terms of this License. Only those persons in COUNTY's organization having a need to use the Licensed Program in the normal course of their employment are authorized to use the Licensed Program. COUNTY agrees to take reasonable steps not to disclose or use any Trade Secrets which are provided to COUNTY except in accordance with the terms of this License. In addition, COUNTY agrees not to disassemble,

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Inc., hereinafter "TRACNET"

decompile or otherwise reverse engineer the Licensed Program. COUNTY agrees to notify TRACNET of any misuse and assist in ensuring provisions of this agreement are not violated.

2.4 COUNTY agrees either to destroy (with written notification to TRACNET) or return, at the option of COUNTY, the original and all existing copies of the Licensed Program and Documentation within fifteen (15) days after the effective date of any termination.

3. OWNERSHIP OF LICENSED PROGRAM

COUNTY may be deemed to own the magnetic or other physical media on which the Licensed Program is originally or subsequently recorded or fixed, but an express condition of this License is that copyright owner shall retain ownership of all copies of the Licensed Program recorded on any media. This License is not a sale of the Licensed Program data content recorded on the copies delivered to COUNTY or any subsequent copy.

4. POSSESSION AND COPYING OF THE LICENSED PROGRAM

COUNTY agrees to make no more than three (3) copies of the Licensed Program for archival or backup purposes only, all of which copies (together with the original) shall be kept in the possession or direct control of COUNTY. COUNTY shall label each backup copy of the Licensed Program with the serial number, program name, version number and the copyright notice, in the same form as they appear on the original licensed copy. In addition, COUNTY shall maintain a record of the location of all such copies and shall make such records available to TRACNET upon request. COUNTY shall erase or otherwise destroy any copy of the Licensed Program contained on any media before the media is reused or discarded.

5. TRANSFER OR REPRODUCTION OF LICENSED PROGRAM

5.1 COUNTY is NOT licensed to reproduce the Licensed Program except to the extent necessary to use it as authorized by this License Agreement. COUNTY may not rent, lease, transfer, network, or distribute the Licensed Program to another agency, except as specifically provided in this agreement.

5.2 The Licensed Program may only be used on the Computer System(s) listed on "Attachment A", Section 2, and any subsequent amendments thereto.

6. DERIVATIVES OR MODIFICATIONS TO THE LICENSED PROGRAM

COUNTY is prohibited from making any modifications to the Licensed Program and from creating any Derivative of the Licensed Program except as described herein.

7. LIMITED WARRANTY

TracNet warrants the version of software which is initially delivered is sufficient to operate as described in the written Proposal, Software Product License Agreement and Maintenance Service Plan, if applicable, and to be free of software "bugs" for a period of 30 days from the date of TracNet Inc.

EXHIBIT C

Term: 02/27/2018 to 02/26/2021

Amount: \$780,016.00

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Inc., hereinafter "TRACNET"

software installation on the County's CPU. To evoke this warranty, the COUNTY must, within the warranty period, notify TracNet in writing of the problems encountered. TracNet will, within a reasonable time after notification by the COUNTY, affect change in the software. The sole remedy for COUNTY, should COUNTY determine the software is not sufficient to operate as described in the written proposal or a "bug" is not fixed in COUNTY's opinion, is to return the software to TracNet within 30 days of installation. In case of any conflict between this Agreement and this Section and any other contract document or contract section, this Agreement and Section shall take precedence. In no event will TracNet be liable for any damages caused by County's failure to perform their responsibilities. In no case shall TRACNET's liability exceed the license fees paid for the right to use the Licensed Program.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WHETHER ORAL OR IMPLIED. THE AGENTS AND EMPLOYEES OF TracNet ARE NOT AUTHORIZED TO WARRANT THE SOFTWARE AND TECHNICAL INFORMATION LICENSED HERewith. ACCORDINGLY, ANY SUCH STATEMENTS WHETHER ORAL OR WRITTEN SHOULD NOT BE RELIED UPON. THIS WARRANTY IS NULL AND VOID IF THE VERSION OF THE CODE HAS BEEN MODIFIED BY THE COUNTY OR ANY OF HIS AGENTS IN ANY MANNER FROM ITS ORIGINAL CONTENT, OR, IF ANY HARDWARE OR THIRD PARTY SOFTWARE OTHER THAN RECOMMENDED AND APPROVED IN WRITING BY TracNet ARE USED IN CONJUNCTION WITH THE LICENSED SOFTWARE.

8. FITNESS FOR PURPOSE AND SOFTWARE PERFORMANCE

COUNTY agrees to assume the entire responsibility for the evaluation of the Licensed Program and COUNTY's determination that the Licensed Program is suited to COUNTY's needs and performs to COUNTY's satisfaction. TRACNET MAKES NO WARRANTIES, (OTHER THAN STATED IN SECTION 7 - LIMITED WARRANTY) EITHER EXPRESS OR IMPLIED, WITH RESPECT TO LICENSED SOFTWARE, IT MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. The entire risk as to quality and performance of Licensed Software is with COUNTY, and COUNTY assumes the cost of any and all incidental or consequential damages. COUNTY assumes the entire cost of all necessary servicing, repairs or corrections, except as provided under Section 7 - Limited Warranty, or as may be covered in a separate Maintenance Service Plan, if purchased.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

COUNTY shall defend, indemnify and hold harmless TracNet Corporation and its officers, agents and employees from and against any and all claims, liabilities, suits, damages, liability for damages of every kind and description and any losses whatsoever, (including damages to property and injuries to or death of persons, court costs, and reasonable attorney fees and costs) occurring or resulting to any and all persons, firms or corporations on account of damages, injuries to or death of any person, including but not limited to workers, employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with COUNTY'S use or non-use of Licensed Software Programs or any derivative under this agreement, regardless of the existence or degree of fault or negligence on the part of TracNet Officers, subcontractor(s) and employee(s) of any of these, except for the active negligence of the TracNet Corporation, its officers and employees.

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Inc., hereinafter "TRACNET"

In no event will TRACNET be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence, or other tort action arising out of or in connection with the use or performance of the Licensed Software Programs, whether or not its use is under this Software License. COUNTY forever discharges and releases TRACNET, its successors and assigns from any losses that may result from its use. Except as provided under Section 7 - Limited Warranty 30-day period, COUNTY forever discharges and releases TRACNET, its successors and assigns from any obligation or responsibility to correct problems or errors in the Licensed Program, except as may be provided for under the Maintenance Service Plan. In no case shall TRACNET's liability exceed the license fees paid for the right to use the Licensed Program.

10. MAINTENANCE AND SUPPORT OF THE LICENSED PROGRAM.

Should COUNTY desire any maintenance, support, or modifications to the Licensed Program not covered under a current Maintenance Service Plan (MSP) agreement with TracNet Corporation, COUNTY may request such services from TRACNET, and TRACNET may, but need not, provide the requested services. Any such services will be provided at TRACNET's then prevailing rates, currently \$125.00 per hour, for the desired services or as otherwise agreed in writing between the parties. Any additions or modifications to the Licensed Program that may be provided by TRACNET to COUNTY shall be subject to the same terms, conditions and restrictions as the original copy of the Licensed Program delivered under this Agreement.

11. TERM AND TERMINATION.

11.1 This License shall last as long as COUNTY continues to use the Licensed Program.

11.2 TRACNET, its successors, or assigns may terminate this License Agreement on thirty (30) day's written notice should COUNTY violate any of the provisions of this License and fail to cure them. Prior to issuance of the termination notice, TracNet shall provide ten (10) days written notice of intent to terminate, enumerating the reasons for termination. COUNTY shall have sixty (60) days to cure the enumerated violations. Such termination shall be effective upon receipt by COUNTY of a final notice of termination following the expiration of the cure period.

11.3 COUNTY may terminate this License Agreement at any time for its convenience by giving thirty (30) days written notice of termination to TRACNET, its successors, or assigns and destroying (with written certification of destruction) or returning all copies of the Licensed Program and Documentation.

11.4 The parties to this agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18, of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provisions of this agreement to the contrary, COUNTY shall give notice of cancellation of this agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this agreement. Upon the effective date of such notice, this agreement shall be automatically terminated and COUNTY released from any further

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Inc., hereinafter "TRACNET"

liability hereunder. In addition to the above, should the Governing Board, during the course of a given year for financial reasons, reduce or order a reduction in the budget for any Department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the Board, this agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

12. TAXES

COUNTY shall pay all taxes relating to the transfer of Licensed Program from TRACNET to COUNTY. The prices stated are exclusive of any federal, state, municipal or other governmental taxes, duties, excise taxes or tariffs now or hereinafter imposed on the licensing, production, storage, sale, transportation, import, export or use of the Licensed Program. Such charges shall be paid by COUNTY, or in lieu thereof, COUNTY shall provide an exemption certificate acceptable to TRACNET and the applicable taxing authority. Should an audit of either party by governmental authorities result in a claim that any such charges are due, COUNTY shall pay such charges, together with interest, penalties and other costs, on demand by TRACNET.

13. DISPUTE RESOLUTION

13.1 Both parties agree to meet and attempt to resolve any controversy or claim arising out of, relating to, or connected with this Agreement, or the breach thereof, prior to pursuing legal action. Should resolution not be achieved and legal action required, both parties agree to discuss and explore various legal remedies to determine the best procedure to settle the controversy.

13.2 Should resolution not be achieved and legal action required, both parties agree to discuss and explore other various remedies, including mediation and arbitration or other various legal remedies, prior to filing a lawsuit to determine the best procedure to settle the controversy.

13.3 Venue – Should legal proceedings be required, both parties agree litigation will occur in the Monterey County, California, venue.

14. GENERAL PROVISIONS

14.1 This Agreement shall in all respects be interpreted, construed in accordance with, and governed by the internal laws of the State of California, without regard to the rules on conflict of laws. The place of making and the place of performance for all purposes shall be Pacific Grove, California, regardless of the actual place of execution or performance. In the event of any litigation between the parties, the parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Municipal or Superior Courts for the County of Monterey, California or the United States District Court for Monterey, District of California. Both parties agree that the above referenced courts shall have personal and exclusive jurisdiction over the parties for any dispute arising out of this Agreement that is not covered by the Arbitration provision.

14.2 This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. COUNTY acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY" and TracNet Inc., hereinafter "TRACNET"

14.3 Any notice required or permitted by this Agreement shall be in writing and shall be hand delivered, sent by prepaid, registered air mail, or by courier, addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given on the earlier of the date of actual delivery or five (5) days after deposit in the mail.

14.4 Non-performance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

14.5 If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.6 Paragraph headings are for convenience only and shall not be considered in the interpretation of this Agreement.

14.7 TRACNET and COUNTY are not representatives or agents of the other and neither party shall have any power to assume any obligations on behalf of the other.

14.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

14.9 All the referenced Attachments are included by reference in this Agreement.

EXHIBIT C Software Product License Agreement

Between Monterey County Sheriff's Office, hereinafter "COUNTY"
and TracNet Corporation, hereinafter "TRACNET"

TracNet Agreement Acceptance

By affixing signatures below, both parties acknowledge that they have read and understand the TracNet License Agreement, Maintenance Service Plan, Attachment "A" and other referenced Attachments, and agree these documents set forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. In addition, both parties agree to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

Both parties agree to appoint a Designated Contact Person to represent their respective organization for purposes of coordination of installation, training, acceptance and problem solving. These individuals will be identified on a separate attachment.

Any notice required or permitted by this Agreement shall be in writing and shall be hand delivered, sent by prepaid, registered air mail, or by courier, addressed to the other party at the address shown below or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given on the earlier of the date of actual delivery or five (5) days after deposit in the mail.

Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, TRACNET and COUNTY hereby execute this Agreement in their respective names and by their duly authorized officers, effective as of the date of the latter acceptance below.

ACCEPTED BY:

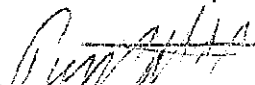
COUNTY: County of Monterey
Monterey County Sheriff's Office

By: _____
Title: Contracts-Purchasing Manager
Date: _____

Address: 1414 Natividad Road
Salinas, CA 93906

ACCEPTED BY:

TRACNET: TracNet Corporation

By: 
Title: President
Date: 11/18/2018

Address: 1277 Adobe Lane
Pacific Grove, CA 93950

TracNet Inc. **EXHIBIT C**
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

EXHIBIT-D

WORKERS' COMPENSATION INSURANCE JUSTIFICATION

EXHIBIT-D

**To Agreement by and between
County of Monterey hereinafter referred to as "County" and
TracNet, Incorporated, hereinafter referred to as "CONTRACTOR"**

Workers Compensation Justification:

At the time of execution of this Agreement, CONTRACTOR does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage policy. Should CONTRACTOR hire employees during the term of this Agreement, CONTRACTOR shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 9.03 of this Agreement.

Vendor: TracNet, Inc **EXHIBIT D**
Amount: \$780,016.00
Term: 02/27/2018 to 02/26/2021

MONTEREY COUNTY SHERIFF'S OFFICE
SOFTWARE SUPPORT PAYMENTS FY 18-19, 19-20, 20-21
BASED ON LICENSE COUNTS AS OF 12-15-2017

EXHIBIT E

TRAC NET SOFTWARE SUPPORT FEES FISCAL YEAR 2018-19

SHERIFF'S OFFICE					
	YEAR	COUNT	COST		
Records Management SW Support MCSO	18-19	75	28,268.12 purchase + COLA	New rates 18-19	
Jail Management System SW Support MCSO	18-19	200	47,114.23 purchase + COLA	262.66 x 1.025=269.23	
Warrant Repository Base SW Support MCSO	18-19	25	15,076.46 purchase + COLA	105.06 x 1.025 = 107.69	
CLETS Licenses SW Support MCSO	18-19	200	24,499.53 purchase + COLA	5400 x 1.025 =5,535.00	
MCSO RMS Mobile License SW support	18-19	61	16,423.03 269.23		
MCSO RMS additional Licenses SW support	18-19	84	22,615.32 269.23		
Interfaces MCSO:					
DOJ-ECARS	18-19	flat amt	14,268.54 purchase + COLA		
VINES					
SSA Electronic Reporting					
CLETS Integration into Warrants					
RMS Coplink Feed					
Livescan Interface					
SUB TOTAL SHERIFF'S OFFICE	18-19		168,265.23		
INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT					
Jail Management System SW Support/District Attorney	18-19	45	12,115.35 269.23	New rates 18-19	
Jail Management System SW Support/District Attorney King City	18-19	2	538.46 269.23	262.66 x 1.025=269.23	
Jail Management System SW Support /Probation Dept	18-19	40	10,769.20 269.23	105.06 x 1.025 = 107.69	
Jail Management System SW Support/Revenue Division	18-19	19	5,115.37 269.23	5400 x 1.025 =5,535.00	
Jail Management System SW Support/Child Support Services	18-19	5	538.45 107.69		
Jail Management System SW Support/Dept of Social Services	18-19	6	646.14 107.69		
Jail Management System SW Support/Public Defender's Office	18-19	9	2,423.07 269.23	CLETS SW SUPPORT at	
Salinas PD - TrITech interface	18-19	1	5,535.00 5400 *1.025	regular fees	
Monterey PD - CLETS SW Support	18-19	1	269.23 269.23		
Greenfield PD - CLETS SW Support	18-19	3	807.69 269.23		
Sub Total External /Internal Agencies			38,757.96	Billed to and payments received	
				<i>from other agencies</i>	
GRAND TOTAL SOFTWARE SUPPORT			207,023.19		

MONTEREY COUNTY SHERIFF'S OFFICE
SOFTWARE SUPPORT PAYMENTS FY 18-19, 19-20, 20-21
BASED ON LICENSE COUNTS AS OF 12-15-2017

EXHIBIT E

TRAC NET SOFTWARE SUPPORT FEES FISCAL YEAR 2019-20

SHERIFF'S OFFICE

YEAR	COUNT	COST	
19-20	75	28,974.82	purchase + COLA
19-20	200	48,292.09	purchase + COLA
19-20	25	15,453.37	purchase + COLA
19-20	200	25,112.02	purchase + COLA
19-20	61	16,833.56	275.96
19-20	84	23,180.64	275.96
19-20	flat amt	14,625.25	purchase + COLA

DOJ-ECARS

VINES

SSA Electronic Reporting

CLETS Integration into Warrants

RMS Coplink Feed

Livescan Interface

SUB TOTAL SHERIFF'S OFFICE

19-20 172,471.75

INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT

YEAR	COUNT	COST	
19-20	45	12,418.20	275.96
19-20	2	551.92	275.96
19-20	40	11,038.40	275.96
19-20	19	5,243.24	275.96
19-20	5	551.90	110.38
19-20	6	662.28	110.38
19-20	9	2,483.64	275.96
19-20	1	5,673.38	5535*1.025
19-20	1	275.96	275.96
19-20	3	827.88	275.96

SUB TOTAL EXTERNAL AGENCIES

39,726.80 Billed to and payments received from other agencies

212,198.55

GRAND TOTAL SOFTWARE SUPPORT

MONTEREY COUNTY SHERIFF'S OFFICE
SOFTWARE SUPPORT PAYMENTS FY 18-19, 19-20, 20-21
BASED ON LICENSE COUNTS AS OF 12-15-2017

EXHIBIT E

TRAC NET SOFTWARE SUPPORT FEES FISCAL YEAR 2020-21

SHERIFF'S OFFICE

YEAR	COUNT	COST	
20-21	75	29,699.19	purchase + COLA
20-21	200	49,489.14	purchase + COLA
20-21	25	15,839.70	purchase + COLA
20-21	200	25,739.82	purchase + COLA
20-21	61	17,254.46	purchase + COLA
20-21	84	23,760.24	purchase + COLA
20-21	flat amt	14,990.88	purchase + COLA

DOJ-ECARS

VINES

SSA Electronic Reporting

CLETS Integration into Warrants

RMS Coplink Feed

Livescan Interface

SUB TOTAL SHERIFF'S OFFICE

20-21

176,773.43

INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT 2020-2021

YEAR	COUNT	COST	
20-21	45	12,728.70	282.86
20-21	2	565.72	282.86
20-21	40	11,314.40	282.86
20-21	19	5,374.34	282.86
20-21	5	565.70	113.14
20-21	6	678.84	113.14
20-21	9	2,545.74	282.86
20-21	1	5,815.21	5673.38 X 1.025 = 5815.21
20-21	1	282.86	282.86
20-21	3	848.58	282.86

40,720.09 Billed to and payments received

from other agencies

217,493.52

GRAND TOTAL SOFTWARE SUPPORT 2020-2021

CONTRACT BETWEEN COUNTY AND TRACNET, INC.
TIME PAYMENTS DUE ON LICENSES

EXHIBIT F

This is separate from the Software Maintenance on Exhibit E

SHERIFF'S OFFICE	Licenses	Date Purchs.	Purchase Reference	Paid	CK #	Balance	2016-17	2017-18	2018-19	2019-20	2020-21
Jail Management	200	3/26/2014	Included in Base system	0.00							
Warrant Repository Base	25	3/27/2014	Included in Base system	0.00							
CLETs Base	200	3/28/2014	Included in Base system	0.00							
RMS	75	3/26/2014	#734, 150,000	0.00							
Mobile RMS License	61	8/25/2014	#762 1500 x 61 =91,500	91,500.00							
RMS MCSO	84	2/1/2016	#802 48,350 total	12,600.00	308704	113,400.00	12,600.00	12,600.00	12,600.00	12,600.00	12,600.00
Sub Total Sheriffs Office							12,600.00	12,600.00	12,600.00	12,600.00	12,600.00

External Internal Agencies	Licenses	Date Purchs.	Purchase Reference	Paid	CK #	Balance	2016-17	2017-18	2018-19	2019-20	2020-21
Monterey PD	1 CLETs	12/6/2017	#902, 500	500.00		0.00	0.00	0.00	0.00	0.00	0.00
Greenfield PD	3 CLETs	11/29/2017	#901, 1500.00	1,500.00		0.00	0.00	0.00	0.00	0.00	0.00
JMS DA King City Office	2 JMS	7/12/2017	#890	500.00		4,500.00	0.00	500.00	500.00	500.00	500.00
City of Salinas Interface	1 Tritech	10/31/2017	#894 30,000	30,000.00	376947	0.00	0.00	0.00	0.00	0.00	0.00
JMS Public Defender	7 JMS	2/16/2017	#836 1750.00	1,750.00	352920	15,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00
JMS DA	2 JMS	2/14/2017	#835, 500.00	500.00	355456	4,500.00	500.00	500.00	500.00	500.00	500.00
MCSO Clets to Tritech	1 Custom	1/24/2017	#805, 4750	4,750.00	347592	0.00	0.00	0.00	0.00	0.00	0.00
JMS DA initial purchase	42 JMS	2/17/2016	#802 48,350 total	10,500.00	308704	94,500.00	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00
JMS Probation init. Purch.	36 JMS	2/17/2016	#802 48,350 total	9,000.00	308704	81,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
JMS Revenue init. Purch.	11 JMS	2/17/2016	#802 48,350 total	2,750.00	308704	24,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00
JMS DSS init. Purchase	4 JMS	2/17/2016	#802 48,350 total	6,000.00	308704	0.00	0.00	0.00	0.00	0.00	0.00
JMS Child Sup. Init. Purch.	5 Jms	2/17/2016	#802 48,350 total	7,500.00	308704	0.00	0.00	0.00	0.00	0.00	0.00
Sub total Ext. Agencies							225,000.00	24,500.00	25,000.00	25,000.00	25,000.00

Grand Total License Purchases Per Year

37,100.00 37,600.00 37,600.00 37,600.00 37,600.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/19/2018
PRODUCER WILLIAM D WEHDE PO BOX 1544 CARMEL, CA. 93921	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED TRACNET, INC. 1277 ADOBE LN. PACIFIC GROVE, CA. 93950	INSURERS AFFORDING COVERAGE INSURER A: State Farm General Insurance Company 25151 INSURER B: State Farm Mutual Automobile Insurance Company 25178 INSURER C: INSURER D: INSURER E:	NAIC # 25151 25178

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	97-D3-3067-4 G	05/03/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/OP AGG \$
B	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	083 4724-F21-05B 2003 FORD CROWN VIC VIN: 2FAPP71W93X120456	12/21/2017	06/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

WORK BEING PERFORMED FOR ADDITIONAL INSURED: SOFTWARE PROGRAMING
ANNUAL PREMIUM: \$386 PAID IN FULL 3/07/2017
ADDITIONAL INSURED: MONTEREY COUNTY SHERIFF, 1414 NATIVIDAD RD, SALINAS, CA. 93906

CERTIFICATE HOLDER

MONTEREY COUNTY SHERIFF
1414 NATIVIDAD RD
SALINAS, CA. 93906

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

2017 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

COUNTY OF MONTEREY

Payee Information

Name

TracNet Inc.

☐ SSN or ITIN ☐ FEIN ☒ CA Corp no. ☐ CA SOS file no.

9 4 - 1 6 9 0 1 0 6

Address (apt./ste., room, PO box, or PMB no.)

1277 Adobe Lane

City (If you have a foreign address, see instructions.)

Pacific Grove

State

CA

ZIP code

9 3 9 5 0

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.


To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Ken RolfeTelephone (831) 6439943Payee's signature ▶ Date 04/14/2017

(Rev. 04-04-2017)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

1 RETURN TO:	COUNTY OF MONTEREY Contracts/Purchasing 1488 Schilling Place Salinas, CA 93901 Email: mcvss@co.monterey.ca.us Phone: (831) 755-4990 Fax: (831) 755-4969		PURPOSE: Information provided in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. See Privacy Statement and California Non-Resident Withholding Information on next page.	
2 NAME AND ADDRESS	VENDOR LEGAL NAME (As shown on income tax return) TracNet Inc.		ORDERING (MAILING) ADDRESS 1277 Adobe Lane	
	ALIAS / DBA (If different than above)		ORDERING (MAILING) CITY, ST, ZIP Pacific Grove, CA 93950	
	Make Payment To: <input checked="" type="checkbox"/> Legal Name <input type="checkbox"/> Alias / DBA <input type="checkbox"/> Both		PAYMENT ADDRESS (If different than above)	
	PRIMARY CONTACT NAME Kenneth Rolle		PAYMENT CITY, STATE, ZIP	
	PRIMARY CONTACT PHONE 831 643-9943	PRIMARY CONTACT FAX	EMERGENCY SERVICES OPTION <input checked="" type="checkbox"/> By checking this box, you are granting Monterey County officials permission to contact you for emergency supplies or services.	
PRIMARY CONTACT EMAIL kenrolle@tracnet.org		EMERGENCY (After hours) CONTACT NAME Ken Rolle		PHONE NUMBER 831 643-9943
For Tax ID entry instructions, please see next page. NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.				
3 TAX ID AND BUSINESS ENTITY TYPE	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 9 4 - 1 6 9 0 1 0 6			
	<input checked="" type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input checked="" type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP (Check one below) <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> C Corporation <input type="checkbox"/> OTHER: <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership			
	SOCIAL SECURITY NUMBER (SSN): - - - - - <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR			
4 PAYMENT TYPE & ACTIVITY	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT:			
	<input checked="" type="checkbox"/> SUPPLIES / EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input checked="" type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT / LEASE <input type="checkbox"/> OTHER:			
	Are you a former County of Monterey Employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are you a Certified Green Business? (Information regarding green certification on next page.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5 VENDOR RESIDENCY STATUS FOR CA TAX PURPOSES	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page.)			
	<input type="checkbox"/> California Resident Attach Form 590			
	<input type="checkbox"/> California Non-Resident (7% will be withheld from payment unless one of the below boxes is checked) <input type="checkbox"/> California Franchise Tax Board Waiver of State Withholding Attach Waiver <input checked="" type="checkbox"/> Company is registered with the Secretary of State OR has a permanent place of business in the state of CA. Attach Form 590 <input type="checkbox"/> All services for payments issues are performed OUTSIDE of California Attach Form 587 <input type="checkbox"/> No services are being rendered, only goods are being provided for payment Attach Form 587			
6 CERTIFYING SIGNATURE	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey.			
	Authorized Representative's Name (Type or Print) Kenneth Rolle		Title V.P.	
	Signature 		Date 04/14/2017	Phone 831 643-9943