

**AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & TRACNET, INC.**

THIS AMENDMENT is made to the AGREEMENT for software licenses, support and interface creation for the TRACNET program by and between TRACNET, INC., hereinafter referred to as "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County purchased the TracNet system on February 26, 2013 (A-12411) for \$965,000 as part of a capital outlay project and subsequently amended it on January 13, 2015 (A-12834) for \$99,000 for a total contract price of \$1,064,000; and

WHEREAS, the County and CONTRACTOR now wish to amend the AGREEMENT to add additional licenses for the Sheriff's Office and other county departments at a cost of \$56,100 and to add to the contract to pay for software maintenance fees for all licenses for the next three years at a cost of \$498,560; and

WHEREAS, the County wishes to add an allowance for creation of interfaces to internal service vendors and external governmental entities at a not to exceed cost of \$65,000, making the total value of the agreement \$1,683,660; and

WHEREAS, the County and CONTRACTOR wish to state the term of the AGREEMENT;

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The Term of the AGREEMENT shall be from February 26, 2013 to February 25, 2018.
2. Page 12: "Annual Fee" shall be amended by removing "Annual Fee: \$120,000" and replacing it with the fee schedule and license counts displayed in Exhibit A1. The total three year amount for maintenance fees shall not exceed \$498,560.
3. Page 19: "TracNet Software License" shall be amended by removing the table containing costs of licenses, and replacing it with the fee schedule and license counts displayed in Exhibit A1. The total fee for FY 2015-16 shall not exceed \$56,100.
4. Fees for custom work such as interfaces shall be governed by the language listed under "Custom Work" displayed in Exhibit A1. The total three year amount for Custom work shall not exceed \$65,000, bringing the total value of the agreement in aggregate to \$1,683,660.
5. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of the AMENDMENT and Exhibit A1 shall be attached to the original AGREEMENT executed by the County on February 26, 2013.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 11/12/15

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Printed Name and Title

Approved as to Liability Provisions:

Dated: 11/12/15

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT-A1

**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 annual software maintenance for the TracNet product, at the costs indicated in the chart on page 4-6 of this Exhibit for a not to exceed cost of \$498,560.

Provide for purchase and installation of additional software licenses as required by County, at the costs indicated in the chart on Page 7 of this Exhibit for a not to exceed cost of \$56,100.0

Provide custom programming work as requested by the county, over the next three years for a not to exceed cost of \$65,000.

All capital outlay items (\$1,064,000) have been installed and are fully functional.

A.2 CONTRACTOR shall install all purchased licenses within 30 days of receipt of purchase documents.

A.3 CUSTOM WORK: County may request custom interfaces or programming work as needed to reduce data entry efforts, interface with other Jail programs, coordinate with other departments and to maximize efficient operations. Such work shall not be undertaken without a complete written scope of work, estimate of time to complete work, and price being provided by CONTRACTOR to County. Work shall not be started until a written Purchase Request Form has been signed by County officials and provided to CONTRACTOR.

All written reports and verification of installation required under this Agreement must be delivered to Diana Kelley, County's Contract Manager, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$1,683,660 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 as indicated on Pages 3-6 of this Exhibit.

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

Payment shall be based upon satisfactory acceptance of each installed license and invoicing for new installed licenses.

Custom programming work shall be paid upon receipt of, and testing of, the interface or programming being supplied by CONTRACTOR to County.

All new software support fees shall be prorated and billed through the end of the Fiscal year in which they are installed and invoiced separately from the continuing software support fees.

All continuing annual software support fees shall start as of July first of the fiscal year, and should be paid by July 31 of that year.

Invoices for any services rendered in June of each year shall be presented prior to July 15th (the following month) to facilitate a smooth fiscal year end close.

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.

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.

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Monterey County Sheriff's Office - TracNet Maintenance Service Plan (MSP) Annual Cost

Fiscal Year: 2015-2016

Start Date: 07/01/2015

End Date: 06/30/2016

Start date of all Plans shall be July 1 of the Fiscal Year

Application	Included Licenses	MSP Cost	Additional Std. Licenses	Unit MSP	Annual Add. MSP	Additional "250" Licenses	Unit MSP	Annual Add. MSP	Total Add. MSP
Records Management MCSO	75	26,250.00	0	100.00	0.00	84	250.00	21,000.00	21,000.00
Records Management Allied	0	0.00	0	100.00	0.00	0	250.00	0.00	0.00
Jail Management MCSO	200	43,750.00	0	100.00	0.00	0	250.00	0.00	0.00
Jail Management Allied	0	0.00	16	100.00	1,600.00	78	250.00	19,500.00	21,100.00
Warrant Repository Base	25	14,000.00	0	100.00	0.00			0.00	0.00
CLETS Base	200	22,750.00	0	100.00	0.00			0.00	0.00
Mobile RMS	0	0.00	0	100.00	0.00			0.00	0.00
Interfaces									
DOJ-FCARS		13,250.00							
VINES									
SSA Electronic Reporting									
CLETS Integration into Warrants									
RMS Coplink Feed									
Livescan Interface									
Total MSP Cost		120,000.00	16.00		1,600.00	162.00		40,500.00	42,100.00
									162,100.00

Monterey County Sheriff's Office - TracNet Maintenance Service Plan (MSP) Annual Cost

Fiscal Year: 2016-2017

2.5% Increase over prior year

Start Date: 07/01/2016

End Date: 06/30/2017

<u>Application</u>	<u>Included Licenses</u>	<u>MSP Cost</u>	<u>Additional Std. Licenses</u>	<u>Unit MSP</u>	<u>Annual Add. MSP</u>	<u>Additional "250" Licenses</u>	<u>Unit MSP</u>	<u>Annual Add. MSP</u>	<u>Total Add. MSP</u>
Records Management MCSO	75	26,906.25	0	102.50	0.00	84	256.25	21,525.00	21,525.00
Records Management Allied				102.50	0.00		256.25	0.00	0.00
Jail Management MCSO	200	44,843.75	0	102.50	0.00	0	256.25	0.00	0.00
Jail Management Allied	0		16	102.50	1,640.00	78	256.25	19,987.50	21,627.50
Warrant Repository Base	25	14,350.00	0	102.50	0.00	0	256.25	0.00	0.00
CLETS Base	200	23,318.75	0	102.50	0.00		256.25	0.00	0.00
Mobile RMS	0	0.00	0	102.50	0.00		256.25	0.00	0.00
Interfaces		13,581.25							
DOJ-FCARS									
VINES									
SSA Electronic Reporting									
CLETS Integration into Warrants									
RMS Coplink Feed									
Livescan Interface									
Total MSP Cost		123,000.00	16.00		1,640.00	162.00		41,512.50	43,152.50
									166,152.50

Monterey County Sheriff's Office - TracNet Maintenance Service Plan (MSP) Annual Cost

2.5% Increase over prior year

Fiscal Year: 2017-2018

Start Date: 07/01/2017

End Date: 06/30/2018

<u>Application</u>	<u>Included Licenses</u>	<u>MSP COST</u>	<u>Additional Licenses</u>	<u>Unit MSP</u>	<u>Annual Add. MSP</u>	<u>"250" Licenses</u>	<u>Unit MSP</u>	<u>Annual Add. MSP</u>	<u>Total Add. MSP</u>
Records Management MCSC	75	27,578.65	0	105.06	0.00	84	262.66	22,063.44	22,063.44
Records Management Allied				105.06	0.00	0	262.66	0.00	0.00
Jail Management Base	200	45,965.10	0	105.06	0.00	0	262.66	0.00	0.00
Jail Management Allied			16	105.06	1,680.96	78	262.66	20,487.48	22,168.44
Warrant Repository Base	25	14,708.75	0	105.06	0.00		262.66	0.00	0.00
CLETS Base	200	23,901.98	0	105.06	0.00		262.66	0.00	0.00
Mobile RMS	0	0.00	0	105.06	0.00		262.66	0.00	0.00
Interfaces									
DOI-ECARS		13,920.53							
VINES									
SSA Electronic Reporting									
CLETS Integration into Warrants									
RMS Coplink Feed									
Livescan Interface									
Total MSP Cost	500	126,075.00	16.00		1,680.96	162.00		42,550.92	44,231.88

<u>Breakdown of Additional Licenses On SW maintenance</u>	<u>Licenses</u>	<u>Purchase Option</u>	<u>FY 15-16</u>	<u>FY 16-17</u>	<u>FY 17-18</u>	<u>Total</u>
District Attorney's Office	42	250/250 purchase option	10,500.00	10,762.50	11,031.72	32,294.22
Probation Department	36	250/250 purchase option	9,000.00	9,225.00	9,455.76	27,680.76
Revenue Division	7	1500/100 purchase option	700.00	717.50	735.42	2,152.92
Child Support Services	5	1500/100 purchase option	500.00	512.50	525.30	1,537.80
Dept of Social Services	4	1500/100 purchase option	400.00	410.00	420.24	1,230.24
Sheriff's Office	84	150/250 base option	21,000.00	21,525.00	22,063.44	64,588.44
Total Count and Costs new Maint. Costs	178		42,100.00	43,152.50	44,231.88	129,484.38
Sheriffs Existing SW Maint. Costs	500		120,000.00	123,000.00	126,075.00	369,075.00
Total SW Maintenance Each Year	678		162,100.00	166,152.50	170,306.88	498,559.38
Total SW Maintenance SO	584		141,000.00	144,525.00	148,138.44	433,663.44
Total SW Maintenance Allied Group	94		21,100.00	21,627.50	22,168.44	64,895.94
	678					498,559.38

Monterey County Sheriff's Office - Purchase Costs of Additional TracNet Licenses

Fiscal Year: 2015-2016

Application	Included Licenses	Additional Standard	License Cost	Add. Std. Lic. Cost	Additional 250/250	License Cost	Add. 250 Lic. Cost	Total Licenses	Additional Cost
Records Management MCSO	75	0	1,500.00	0.00	84	150.00	12,600.00	159	12,600.00
Records Management Allied	0	0	1,500.00	0.00	0	250.00	0.00	0	0.00
Jail Management MCSO	200	0	1,500.00	0.00	0	250.00	0.00	200	0.00
Jail Management Allied	0	16	1,500.00	24,000.00	78	250.00	19,500.00	94	43,500.00
Warrant Repository Base	25	0	1,000.00	0.00	0	0.00	0.00	25	0.00
CLETS Base	200	0	500.00	0.00	0	0.00	0.00	200	0.00
Mobile RMS	61	*	1,500.00	0.00	0	0.00	0.00	61	0.00
Interfaces									
DOJ-ECARS									
VINES									
SSA Electronic Reporting									
CLETS Integration into Warrants									
RMS Coplink Feed									
Livescan Interface									
Totals		16.00		24,000.00	162		32,100.00		56,100.00

* Paid on separate Amendment

Breakdown on Purchase of Additional

Licenses		FY 15-16
District Attorney's Office	42 at 250/250 purchase option	10,500.00
Probation Department	36 at 250/250 purchase option	9,000.00
Revenue Division	7 at 1500/100 purchase option	10,500.00
Department of Social Services	4 at 1500/100 purchase option	6,000.00
Child Support Services	5 at 1500/100 purchase option	7,500.00
Sheriff's Office	84 at 150/250 renewal option	12,600.00
Totals	178	56,100.00

Do # 9624



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.506

Board Order

Agreement No.: A-12834

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Contracts/Purchasing Officer to amend the Professional Services Agreement with TracNet for the implementation of a Records Management/Jail Management System in the amount of \$99,000 for a total amount not to exceed \$1,064,000.

PASSED AND ADOPTED on this 13th day of January 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Philips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on January 13, 2015.

Dated: January 20, 2015
File ID: 14-1367

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: 14-1367

January 13, 2015

Introduced: 12/8/2014

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

Approve and authorize the Contracts/Purchasing Officer to amend the Professional Services Agreement with TracNet for the implementation of a Records Management/Jail Management System in the amount of \$99,000 for a total amount not to exceed \$1,064,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Contracts/Purchasing Officer to amend the Professional Services Agreement with TracNet for the implementation of a Records Management/Jail Management System in the amount of \$99,000 for a total amount not to exceed \$1,064,000.

SUMMARY/DISCUSSION:

In January of 2013, the County entered into an agreement with TracNet for the implementation of a Records Management/Jail Management System. Included in that original agreement was an option to configure and install the Records Management System patrol vehicles at a cost of \$1,500 per vehicle. The Sheriff's Office needs to install this software in 61 vehicles at a total cost of \$91,500.

In addition, during the implementation of the Jail Management System(JMS) it has become apparent that it would be advantageous for the inmate telephone system to interface with the JMS. TracNet is proposing to complete this task for \$7,500.

Both of these amendments will provide needed access and interconnectivity within the new RMS/JMS environment.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the agreement and Risk Management and the County Administrative Office have reviewed the report.

FINANCING:

The Sheriff's Office will fund the amendments from its existing approved budget.

Prepared by: Jim Colangelo, Management Specialist

Approved by: Scott Miller, Sheriff-Coroner

Attachments:

Mobile Addendum B

Inmate Phone System Addendum C



Law Enforcement

Software Solutions

August 20, 2014

Mr. James Colangelo
Monterey County Sheriff's Office
1414 Natividad Road
Salinas, California 93906

Dear Mr. Colangelo,

TracNet Proposes to provide (61) "For The Office" licenses for utilization of the TracNet RMS in Monterey County Sheriff's Office vehicles. TracNet will assist with the configuration and installation of the TracNet RMS application on the existing Monterey County Sheriff's Office vehicle computers. Monterey County will provide the mobile computer and related hardware, wireless data network, network configuration and NetMotion on the network to support the application. This proposal includes the software and programming services required to implement the TracNet RMS program in the mobile environment. Monterey County Sheriff's Office will make the necessary arrangements and pay any costs associated with having Monterey County ITD provide the mobile access on the Monterey County Network and NetMotion on the network.

The cost to add mobile workstation licenses as provided in the previously approved Monterey County Sheriff's Office-TracNet agreement is \$1,500 per mobile unit. Attached is an invoice for \$91,500 for the 61 mobile licenses.

Enclosed please find the signed Attachment entitled "Attachment B" amending the existing TracNet Corporation-Monterey County Sheriff's Office agreement. "Attachment B" adds the (61) TracNet RMS Licenses for the mobile units to the existing R.M.S. TracNet programs licensed to Monterey County Sheriff's Office. With the exception of adding the (61) additional mobile licenses to the existing license, all other terms and conditions of the existing agreements remain unaltered.

Please retain one copy of "Attachment B" and return one signed copy to us along with payment of \$91,500.00.

As always, if you have any questions, please do not hesitate to give me a call at (650) 575-9157.

Sincerely,
Patrick N. Rolle

A handwritten signature in black ink, appearing to read "Patrick N. Rolle".

President

“Attachment B”

The following is a description of (1) the Licensed Program to be added under this License Attachment, (2) the cost of the TracNet Licensed Program License cost and installation, services, and training and (3) the number of authorized workstations utilizing the software. The rights and obligations of the parties regarding this addition to the License agreement are governed by the terms of the previously approved existing Software Product License Agreement dated 03-20-13.

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
RMS Licenses for Mobile Units	\$ 91,500.00	61
Annual Maintenance Service Plan Increase for Mobiles	\$ 9,150.00	61

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled “Attachment B” as an attachment to the existing TracNet Proposal previously approved and dated 03-20-13. Both parties agree that this Attachment only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachments, and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with “Attachment B” continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of 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.

If any provision or provisions of this Attachment 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, LICENSOR and LICENSEE hereby execute this Attachment titled “Attachment B” in their respective names and by their duly authorized officers, effective as of the date of the latter acceptance below.


ACCEPTED BY:

ACCEPTED BY:

LICENSEE: _____

LICENSOR: TracNet Corporation

By: _____
 Title: _____
 Date: _____

By: 
 Title: President
 Date: 8/24/14

Address: _____

Address: 1277 Adobe Lane
 Pacific Grove, CA 93950



Law Enforcement

Software Solutions

August 20, 2014

Mr. James Colangelo
Monterey County Sheriff's Office
1414 Natividad Road
Salinas, California 93906

Dear Mr. Colangelo,

TracNet Proposes to provide data related to current inmates for populating the inmate telephone system being provided by ICSolutions to Monterey County Sheriff's Office. This will consist of a single file containing the requested information with the elements previously provided by ICSolutions. The information provided will be for the initial phase of their project will be a file in a fixed length text format located on the Sheriff's Office ISeries server and will contain the following data:

Facility
ID Number
Booking Number
Last Name
First Name
Middle Name
Assigned Cell
Current Location
Inmate Type (To be provided by SO)
Inmate Classification
Date of Birth
Gender
Visits Allowed (No Data Initially)
Next Visit Date (No Data Initially)

This file will contain a complete listing of current in-custody inmates updated on a timed basis or refreshed upon demand. Monterey County Sherriff's Office will arrange with Monterey County ITD for ICSolutions access to the ISeries file.

TracNet will provide the system software required to provide the data in the file and the licensee for the TracNet ICSolutions interface. The Monterey County Sheriff's Office will make the necessary arrangements and pay any costs associated with having Monterey County ITD and ICSolutions obtain access on the Monterey County Network to the TracNet ICSolutions Inmate Phone File on the Monterey County Sherriff's Office JMS server..

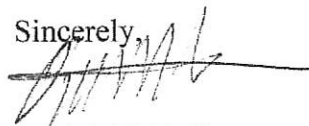
Attached is an invoice for \$7,500 to provide The TracNet Inmate Phone System file for the Monterey County Sheriff's Office Jail Management System. This proposal includes the software and programming services required to include the file and requested update on the TracNet Jail Management System.

Enclosed please find the signed Attachment entitled "Attachment C" amending the existing TracNet Corporation-Monterey County Sheriff's Office agreement. "Attachment C" adds the imaging and TracNet Jail Inmate Phone System File interface component to the existing JMS. TracNet Licensed Program licensed to Monterey County Sheriff's Office. With the exception of adding the Inmate Phone System Data File to the existing license, all other terms and conditions of the existing agreements remain unaltered.

Please retain one copy of "Attachment C" and return one signed copy to us along with payment of \$7,500.00.

As always, if you have any questions, please do not hesitate to give me a call at (650) 575-9157.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick N. Rolle', written over a horizontal line.

Patrick N. Rolle
President

“Attachment C”

The following is a description of (1) the Licensed Program to be added under this License Attachment, (2) the cost of the TracNet Licensed Program License cost and installation, services, and training and (3) the number of authorized workstations utilizing the software. The rights and obligations of the parties regarding this addition to the License agreement are governed by the terms of the previously approved existing Software Product License Agreement dated 03-20-13.

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
JMS Inmate Phone System Data File	\$ 7,500.00	N/A
Maintenance Service Plan Increase	\$ 0.00	N/A

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled “Attachment C” as an attachment to the existing TracNet Proposal previously approved and dated 03-20-13. Both parties agree that this Attachment only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachments, and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with “Attachment C” continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of 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.

If any provision or provisions of this Attachment 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, LICENSOR and LICENSEE hereby execute this Attachment titled “Attachment A” in their respective names and by their duly authorized officers, effective as of the date of the latter acceptance below.

ACCEPTED BY:

ACCEPTED BY:

LICENSEE: _____

LICENSOR: TracNet Corporation

By: _____
 Title: _____
 Date: _____

By: *[Signature]*
 Title: President
 Date: 8/20/14

Address: _____

Address: 1277 Adobe Lane
 Pacific Grove, CA 93950



1277 Adobe Lane
Pacific Grove
CA., 93950

Invoice

Date	Invoice #
8/25/2014	762
Phone #	831 643-9943

Bill To
Monterey County Sheriff Jim Colangelo 1414 Natividad Road Monterey CA 93906

P.O. No.	Terms	Project
DO-3000-5167	Net 30	

Quantity	Description	Rate	Amount
61	RMS Mobile RMS Licenses as per Attachment "B"	1,500.00	91,500.00
	Total Tax	8.00%	0.00
Total			\$91,500.00



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12411

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno, and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Contracts/Purchasing Officer to execute an agreement with TracNet for the implementation of a Records Management/Jail Management System in an amount not to exceed \$965,000.

PASSED AND ADOPTED on this 26th day of February 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Potter, and Parker

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on February 26, 2013.

Dated: March 4, 2013
File Number: 13-0057

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

TracNet Corporation Software Product License Agreement

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

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. LICENSEE 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 LICENSOR may provide from time to time regardless of the form in which LICENSEE may subsequently use them.

1.3 "Documentation" means LICENSOR's Licensed Program manual and any written or printed technical material provided by LICENSOR 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 LICENSEE'S AGREEMENTS

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

2.2 LICENSEE agrees to pay LICENSOR the additional license fees due if LICENSEE 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 LICENSEE's use of the Licensed Program on any additional computer systems.

2.3 LICENSEE 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 LICENSEE's organization having a need to use the Licensed Program in the normal course of their employment are authorized to use the Licensed Program. LICENSEE agrees to take reasonable steps not to disclose or use any Trade Secrets which are provided to LICENSEE except in accordance with the terms of this License. In addition, LICENSEE agrees not to disassemble, decompile or otherwise reverse engineer the Licensed Program. LICENSEE agrees to notify LICENSOR of any misuse and assist in ensuring provisions of this agreement are not violated.

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2.4 LICENSEE agrees either to destroy (with written notification to LICENSOR) or return, at the option of LICENSEE, 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

LICENSEE 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 LICENSEE or any subsequent copy.

4. POSSESSION AND COPYING OF THE LICENSED PROGRAM

LICENSEE 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 LICENSEE. LICENSEE 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, LICENSEE shall maintain a record of the location of all such copies and shall make such records available to LICENSOR upon request. LICENSEE 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 LICENSEE is NOT licensed to reproduce the Licensed Program except to the extent necessary to use it as authorized by this License Agreement. LICENSEE 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

LICENSEE 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 software installation on the Licensee's CPU. To evoke this warranty, the LICENSEE must, within the warranty period, notify TracNet in writing of the problems encountered. TracNet will, within a reasonable time after notification by the LICENSEE, affect change in the software. The sole remedy for LICENSEE, should LICENSEE determine the software is not sufficient to operate as described in the written proposal or a "bug" is not fixed in LICENSEE's opinion, is to return the software to TracNet within 30 days of installation. In case of any conflict between this Agreement

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and this Section and any other contract document or contract section, this Agreement and Section shall take precedence. In no event will Licensor be liable for any damages caused by Licensee's failure to perform their responsibilities. In no case shall LICENSOR'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 LICENSEE 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

LICENSEE agrees to assume the entire responsibility for the evaluation of the Licensed Program and LICENSEE's determination that the Licensed Program is suited to LICENSEE's needs and performs to LICENSEE's satisfaction. LICENSOR 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 LICENSEE, and LICENSEE assumes the cost of any and all incidental or consequential damages. LICENSEE 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

LICENSEE 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 LICENSEE'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.

In no event will LICENSOR 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. LICENSEE forever discharges and releases LICENSOR, its successors and assigns from any losses that may result from its use. Except as provided under Section 7 - Limited Warranty 30 day period, LICENSEE forever discharges and releases LICENSOR, 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 LICENSOR's liability exceed the license fees paid for the right to use the Licensed Program.

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10. MAINTENANCE AND SUPPORT OF THE LICENSED PROGRAM.

Should LICENSEE desire any maintenance, support, or modifications to the Licensed Program not covered under a current MSP agreement with TracNet Corporation, LICENSEE may request such services from LICENSOR, and LICENSOR may, but need not, provide the requested services. Any such services will be provided at LICENSOR'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 LICENSOR to LICENSEE 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 LICENSEE continues to use the Licensed Program.

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

11.3 LICENSEE may terminate this License Agreement at any time for its convenience by giving thirty (30) days written notice of termination to LICENSOR, 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 LICENSEE is a political subdivision of the State of California. As such, LICENSEE 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, LICENSEE 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, LICENSEE 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 LICENSEE released from any further 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

LICENSEE shall pay all taxes relating to the transfer of Licensed Program from LICENSOR to LICENSEE. 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 LICENSEE, or in lieu thereof, LICENSEE shall provide an exemption certificate acceptable to LICENSOR and the applicable taxing authority. Should an audit of either party by governmental authorities result in a claim that any such charges are due, LICENSEE shall pay such charges, together with interest, penalties and other costs, on demand

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by LICENSOR.

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. LICENSEE 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.

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 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.

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

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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.

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TracNet Proposal Acceptance

By affixing signatures below, both parties acknowledge that they have read and understand the TracNet Proposal, 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, LICENSOR and LICENSEE 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:

LICENSEE: County of Monterey

By: Michael R. Dore
Title: CONTRACTS/PURCHASING OFFICER
Date: 3-20-13

Address:

ACCEPTED BY:

LICENSOR: TracNet Corporation

By: [Signature]
Title: President
Date: 5/30/12

Address: 1277 Adobe Lane
Pacific Grove, CA 93950

TracNet Corporation 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 Corporation ("TracNet") agrees to provide such services to Licensee 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 Licensee 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 Licensee of Licensed Software and includes providing Licensee 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 California local time on normal TracNet business days.

2.2. Designated Contacts

Customer service support services shall be restricted to three Licensee 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 as a result of hardware or software dysfunction or the loss of any data in the attempt to recover data or restore programs. At Licensee's request, TracNet will use reasonable efforts to recover data damaged by hardware or software dysfunction, however, TracNet makes no guarantee or representation as to such recovery. Licensee is advised to minimize exposure to lost data by following accepted system copy practices recommended in the training program.

2.4. Software Errors

Licensee 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

TracNet Corporation 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 Licensee, at no additional charge, to Licensed Software upgrades if TracNet makes any upgrade function licensed to Licensee 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 Licensee 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 Licensee should obtain from a vendor qualified to support the computer(s) operating the Licensed Software program.

3. LICENSEE OBLIGATIONS

- 3.1. Licensee will designate contact(s) to coordinate all of Licensee'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. Licensee will provide VPN communication to the agency's network in order to allow TracNet to make remote service available

4. INDEMNIFICATION

LICENSEE shall defend, indemnify and hold TracNet Corporation 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.

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

TracNet Corporation
Software Maintenance Service Plan

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 LICENSOR 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 LICENSOR's liability under this agreement exceed the cost of 6 months payments of the Maintenance Service Plan.

5. TERM

This Maintenance Service Plan shall commence the day following the expiration of the software evaluation 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 Licensee 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 Licensee 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 Licensee 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 Licensee 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 Licensee 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 Licensee any rights with respect to new or different computer programs published or marketed by TracNet.

7. MISCELLANEOUS

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.

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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.

TracNet Corporation
Software Maintenance Service Plan

Annual Fee: \$ 120,000.00

Commencement Date: 3-20-13

Licensee Contact(s): _____

ACCEPTED BY THE LICENSEE

ACCEPTED BY TRACNET, INC.

Agency Name: County of Monterey


TracNet Corporation

Address: 168 W. Alisal St. Suite 307k

1277 Adobe Lane

City/State: Salinas, CA 93901

Pacific Grove, California 93950

Signature: 

Signature: 

Name (Type or Print) Michael R Derr

Name (Type or Print) PATRICK W. ROLFE

Title: CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY

Title: PRESIDENT

Date: 3-20-13

Date: 5/30/12

**TracNet Corporation
Software Product License Agreement**

“Attachment A”

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
 - CLETS Switch
 - Regional Data
 - Coplink Regional Data Feed
2. Computer System
 - IBM "Power i" server connected to existing Monterey County Network 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 LICENSOR at LICENSOR'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 including 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 is \$ 965,000.00.

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

Payment schedule is listed under the Pricing Section of the proposal.

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

5. Training Schedule:
 - The training schedule will include on-site training in a "Training the Trainers" approach. The actual schedule will be developed by the "Training Team" consisting of agency designated "Trainers" to be trained and the TracNet trainers designated to train the trainers. 20 training days are included and additional days may be obtained, if desired, at the cost of \$1,000 per day.

TracNet Designated Contact Person:

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

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Agency Designated Contact Person:

Name: _____
Title: _____
Address: _____
Telephone: (____) _____

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“Attachment A” - Continued

Project Overview

TracNet has researched the current Monterey County Sheriff's Office automation system during the past several months and has developed the following proposal based on information and input received from employees in the various divisions of the Sheriff's Office as well as IT support personnel responsible for the Sheriff's Office automation system.

The proposal is designed to provide the following results to the Monterey County Sheriff's Office:

- Provide a State of the Art software automation solution supplying current automation application tools to enhance the efficiency and effectiveness of the Monterey County Sheriff's Office Records, Jail, Warrant Repository and CLETS systems.
- Provide a base server/software platform for enabling enhancements to the system in the future.
- Remove all Sheriff's Office dependency (applications and data) from the existing "Z" series main frame computer.

To achieve the above goals, the proposal has developed a timeline and ordered the milestone implementations as follows:

1. Research and system design
2. Equipment procurement, Installation & Configuration
3. Data extraction and migration from "Z" server and data conversion
4. Records Management Implementation
5. Jail Management System Implementation
6. Warrant Repository Implementation
7. CLETS implementation
8. Regional Data Sharing Inclusion
9. Coplink Regional Feed Inclusion

This approach should enable accomplishment of the goals and eliminate reliance on the "Z" machine by the end of the 2013 calendar year. TracNet has developed this timeline with assurance it will be met, however, TracNet cannot control any delays beyond TracNet's control.

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TracNet has attempted to provide a concise yet comprehensive proposal enabling the Monterey County Sheriff's Office assurance of the products and services TracNet is supplying yet enabling the flexibility for ensuring the most beneficial decisions for the Monterey County Sheriff's Office are made during the implementation process. The TracNet services, application licenses, supplied equipment and training are detailed in the proposal. TracNet has over 20 years of experience in providing flexible proposals with agency specific implementation decisions for automating law enforcement agencies with a 100% success rate.

The features proposed in addition to the base components were included based on the agency needs derived from various Sheriff's Office staff input. Additional optional features and additional licenses and their associated costs are provided in the proposal should the Sheriff's Office desire to implement these features now or in the future.

TracNet is proposing the complete implementation of the plan as identified in the proposal for a cost of \$965,000.00 payable as milestones are completed (as outlined in the payment of the section of the proposal). TracNet is providing a total project cost. The quantities of licenses, file migrations, interface costs, user licenses and program modifications and development are based on the information received from the Sheriff's Office personnel and are detailed in the proposal. This proposal cost is a firm cost based on the information provided to TracNet and subsequently detailed in the proposal. Unless there is a significant discrepancy in the provided quantities or a written "change request" by the Sheriff's Office, the stated proposal cost will be the total TracNet cost for this project.

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 RMS software
- Client Jail Management Software
- Client Warrant Repository Software
- E-CARS/DOJ Reporting integration software
- Regional Data Sharing in Monterey County Shared Data
- Coplink Feed from Regional Server located in Carmel, CA

TracNet Provided Services

- Server O/S and Application Software Installation and Configuration
- Installation of all TracNet server
- Conversion of historical data as agreed upon between MCSO and TracNet
- Migration of agreed upon data from existing "Z" server to "Power i" Server
- Training – 20 days on-site utilizing the "Train the Trainer" approach

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“Attachment A” - Continued

TracNet Supplied Equipment

Server

IBM “Power I” server will be supplied for the Monterey County Sheriff’s Office system. The sizing of the server and server system software and number of Operating System User Licenses and all associated server costs are based on information provided by the Monterey County Sheriff’s Office. The information provided includes the number of users, number of workstations, existing required communication ports, existing and projected data volumes, and anticipated connected FTO/Jail/Warrant/CLETS workstations.

Server Hardware

IBM “Power I”
Ethernet LAN Support
RAID or Mirroring
Modem
Internal Tape and CD
Communication Line

Server Software

Operating System
Required Application Development Programs

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 PC compliant printing
 - 964(b)PC compliant printing
 - Notify unapproved case printing
 - Integrated Images\ Audio Attachment \ Scanned Documents

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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

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 CAD interface
 - Provide port for Mobile interface

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TracNet Software Licenses Supplied

TracNet is providing the following application licenses:

<u>Application License</u>	<u>Quantity</u>
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 is providing the regional data sharing software and configuration under this proposal. Monterey County Sheriff's Office will provide a data communications line and any costs associated with the movement of the data from agency to agency. Utilization of the existing interagency network can be utilized if desired. Monterey County will need to authorize the utilization of the Monterey County data network (which is currently utilized by Monterey County law enforcement agencies for the regional data sharing system) to include the Monterey County Sheriff's Office data. The Monterey County Sheriff will need to agree to the Monterey County Sheriff's Office being one of the contributing agencies in the "Memorandum of Understanding" between the TracNet law enforcement agencies sharing data. This memorandum is signed by all participating law enforcement agency Department Heads (Chief's and/or Sheriff) and instructs TracNet Corporation to enable sharing of "Police Records information" contained in the TracNet system.

CopLink Data Feed

TracNet is providing the Coplink Regional Data Feed software application in this proposal. The Monterey County Sheriff's Office will need to obtain approval from Coplink to include the Monterey County Sheriff's Office data in the existing Monterey County data feed to Coplink located in the Garmel Police Department in Monterey County. Costs, if any, charged by Coplink to switch the data feed to the Regional Data feed will be paid by Monterey County Sheriff's Office.

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DOJ E-CARS

TracNet is providing 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. Monterey County Sheriff's Office will need to provide the communication and PC for the electronic submission of the data.

VINES Feed

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

SSA electronic reporting

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

Commissary Interface

TracNet is providing 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.

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 included in this proposal. Monterey County Sheriff's Office will be responsible for obtaining approval from DOJ and/or the CLETS Advisory Committee for utilizing the DOJ TCP/IP Version 2.0 interface and specific Monterey County Sheriff's Office CLETS system design/deployment approval.

Data Archive

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

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Data Conversion

TracNet will convert the agreed upon data into the TracNet system. Any data agreed to be converted will be contained in the archived data identified by Monterey County Sheriff's Office as the files to be archived. TracNet will extract the agreed upon data and import it into the TracNet system. This data includes Alpha information from the archived data files. agreed upon between TracNet and Monterey County Sheriff's Office to be integrated.

TracNet On-Going Maintenance Service

TracNet will maintain the TracNet application software system as specified under the terms and conditions contained in the TracNet Maintenance Service Plan 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.

Training and Training Materials

On-site "Training the Trainer" training is included and 1 Set of Training Materials is provided. Monterey County Sheriff's Office may print the on-line training help if desired.

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Optional Features

The below optional features are not included in the base proposal. These features may be included in the phased implementation, but may have an impact in the timeline dates on the implementation timetable. The costs of these optional features are listed at the end of this section.

LiveScan Interface

If in the future the TracNet LiveScan interface option is desired in lieu of the existing Dataworks LiveScan Interface, TracNet can provide an Identix LiveScan compatible file for importation into the LiveScan interface. The TracNet cost is \$5,000 per LiveScan machine integration. The Monterey County Sheriff's Office will be responsible for any costs charged by the LiveScan vendor for shared file access and integration.

Mobile RMS Workstations

TracNet can provide RMS workstations to be utilized in the vehicle computers or on wireless laptop computers for \$1,500 per workstation. If the Mobile RMS or any other TracNet mobile application options are selected, Monterey County will provide the configured and operational secured wireless network with NetMotion persistent communications software operational and all wireless devices with a device operating Windows operating system and operational on the network.

Imaging Integration

TracNet can provide the information needed in a file format for Dataworks imaging integration for a cost of \$5,000 per workstation. Any charges for integration to Dataworks by Dataworks will be the responsibility of the Monterey County Sheriff's Office.

Regional Jail Inmate Status

The TracNet Jail System can provide for inclusion of the current inmates and their status into the Regional Data Sharing system.

Additional "Z" Server File Migration

Additional files may be migrated from the "Z" machine to the "Power I" server at a cost of \$150 per file.

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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>Number of Licenses Included</u>	<u>Additional License Cost</u>
Client Office Records Management software	75	\$ 1,500
Client Jail Management Software	200	\$ 1,500
Client Warrant Repository Software	25	\$ 1,000
Client CLETS Program	200	\$ 500
Client Mobile Records Management software	0	\$ 1,500
LiveScan Interface per LiveScan machine	0	\$ 5,000
Dataworks Imaging Integration	0	\$ 5,000
Regional Jail Inmate Status (Only 1 license required)	0	\$ 15,000
Additional "Z" to "Power i" file migrations	250	\$ 150 per file

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Monterey County Sheriff's Office Responsibilities

Equipment and Network

TracNet is supplying application software only which operates in a TCP/IP environment and will operate on the Monterey County Sheriff's Office hardware and software trusted Ethernet network infrastructure. Monterey County Sheriff's Office already has or will obtain, at their expense, all desired hardware, personal computers/work stations, mobile computers, adapter cards, printers, cables, mounts, PC servers, and other assorted hardware as may be desired or necessary. All network security and configuration, including necessary routes, firewalls, and other network related hardware and communications paths, will be the responsibility of the Monterey County Sheriff's Office. Monterey County Sheriff's Office will provide Microsoft Windows Operating System and Microsoft Word on all PC's to be utilized for the TracNet workstations. Below lists 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

MCSO 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

Monterey County will provide TracNet with necessary CAD and other identified interface specifications, network related information, existing data table related specifications and locations and other information necessary and related to the project. Monterey County will also provide a data area on the existing "Z" machine in which a copy of the existing data to be migrated can stored along with COBOL conversion and export software programs can be stored and executed for migrating the data to the "Power i" server. This process will require remote VPN access to the "Z" server and data area allocated.

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Remote VPN Access

Monterey County will provide remote VPN access for TracNet Corporation staff and approved TracNet Corporation subcontractors (utilized for specialized tasks) involved in the project. The access will enable access to the existing Monterey 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

Monterey 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 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 Monterey County Sheriff's Office staff and supplies

IBM Server Maintenance Costs

Monterey County will need to arrange and pay costs associated with a hardware and software support contract with IBM Corporation for the "Power I" server. The first year cost is included. Additional years will be at Monterey County expense and contracted for directly between the agency and IBM.

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Cost Proposal

TracNet is providing a complete system cost including the "Power I" server equipment, installation, configuration, modification, development, interfaces, identified software, training, installation, data migration, data conversion, regional data integration, Coplink interface, table development, and implementation for a cost of \$965,000.. The payment plan is listed below.

<u>Payment Milestone</u>	<u>Payment</u>
Research and system design Completed	\$ 40,000
Equipment procurement	\$ 150,000
Server installation and configuration	\$ 50,000
Data extraction from "Z" server and migration	\$ 50,000
Data Conversion into TracNet RMS	\$ 20,000
Records Management Implementation	\$ 150,000
Jail Management System Implementation	\$ 250,000
Warrant Repository Implementation	\$ 80,000
CLETS implementation switch	\$ 80,000
CLETS CAD Interface	\$ 25,000
CLETS Mobile CLETS interface	\$ 25,000
Regional Data Sharing Inclusion	\$ 25,000
Coplink Regional Feed Inclusion	\$ 20,000
	=====
Total Project Cost	\$ 965,000

Payment Terms

TracNet will Invoice and terms are net 30 day.

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Project Timeline

<u>Project Milestone</u>	<u>Estimated Completion Date</u>
(Assumption – Contract ratified 7/1/12)	
Research and system design Completed	7/30/12
Equipment procurement	8/30/12
Server installation and configuration	9/30/12
Data extraction from “Z” server and migration	10/30/12
Data Conversion into TracNet RMS	11/30/12
Records Management Implementation	1/1/13
Jail Management System Implementation	4/30/13
Warrant Repository Implementation	6/30/13
CLETS switch implementation	8/30/13
CLETS CAD Interface	9/30/13
CLETS Mobile CLETS interface	10/30/13
(Z server no longer needed)	
Regional Data Sharing Inclusion	11/30/13
Coplink Regional Feed Inclusion	1/30/14

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2015

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	NAIC #
INSURER A: State Farm General Insurance Company 25151	25151
INSURER B: State Farm Mutual Automobile Insurance Company 25178	25178
INSURER C:	
INSURER D:	
INSURER E:	

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 INSRD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOC	97-D3-3067-4 G	05/03/2015	05/03/2016	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 - COMP/CP AGG \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	083 4724-F21-05B 2003 FORD CROWN VIC VIN: 2FAFP71W93X120456	06/21/2015	12/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER 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: \$382 PAID IN FULL 2/25/2015
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

From: Scott King [<mailto:scott.king.lsmg@statefarm.com>]

Sent: Thursday, November 05, 2015 4:29 PM

To: kenrolle@tracnet.org

Subject: RE: ACORD for Ken Rolle auto

Hi Ken,

I apologize for the delay on this. Here is the ACORD form for the Monterey County Sheriff's.

Please let me know if you have any questions or trouble opening the attachment.

Thanks,

Scott D King
Lic#0D87879

Bill Wehde
State Farm Agent
bill.wehde.b7ea@statefarm.com
Po Box 1544
Carmel, CA. 93921
831-624-1199 ph
831-624-1666 fx

From: Ken Rolle [<mailto:kenrolle@tracnet.org>]

Sent: Thursday, November 05, 2015 10:54 AM

To: Bill Wehde

Subject: ACORD for Ken Rolle auto

Bill,

Still waiting for the ACORD from State Farm on the my auto insurance for Monterey County Sheriff.

Ken Rolle
831 643-9943
1277 Adobe
Pacific Grove CA 93950



YEAR

2015

Withholding Exemption Certificate

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agent's name COUNTY OF MONTEREY	
Vendor/Payee's name TracNet Inc.		Vendor/Payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> Social security number 94-1690106	<input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 1277 Adobe Ln.		APT no.	Private Mailbox no.
City Pacific Grove		State CA	Vendor/Payee's daytime telephone no. (831) 643-9943
		ZIP Code 93950	

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

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 inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

Partnerships:

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

Limited Liability Companies (LLC):

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

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

California Irrevocable Trusts:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print)

Kenneth Rolle

Vendor/Payee's signature ▶

Kenneth Rolle

Date 10/6/15