

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Teleosoft, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide Monterey County with a new Civil Records Management System, which shall include all items in Exhibits A and B. Contractor shall provide the software, services/training for implementation, and maintenance.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 343,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from 11/01/2015 to 10/31/2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Statement of Work
Exhibit C	Maintenance and Support Agreement
Exhibit D	License Agreement

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR 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 the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Elvia Ahumada, Civil Division Supervisor	Luke Gatchell, SVP
Name and Title 1414 Natividad Road Salinas, CA 93906	Name and Title 1700 7th Avenue, Suite 150 York, PA 17403
Address	Address
(831)-755-3705 Phone	(717)-747-5563 Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____
11/17/2015

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____
11/23/15

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Teleosoft, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Thomas B Brumagen, VP
Name and Title

Date: _____
10/29/2015

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

Matt Gatchell, VP
Name and Title

Date: _____
10/29/2015

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A
PAYMENT SCHEDULE

#	License Payment Schedule	Payment	Due Date
1	Contract Signed	\$95,000	Contract Signing
2	Analysis & Design Complete <ul style="list-style-type: none"> • See Exhibit B: Section 4 • Final deliverable is a Project Plan 	\$20,000	March 2016
3	Testing Hardware & Software Setup <ul style="list-style-type: none"> • See Exhibit B: Section 17 • Final deliverable is having a test version of CountySuite Sheriff application running and available for use to the County. 	\$20,000	May 2016
4	Monterey Specific Configuration Updates <ul style="list-style-type: none"> • See Exhibit B: Sections 5-16 • Final Deliverables Include: <ul style="list-style-type: none"> ○ Civil Documents ○ Accounting ○ Major Levies ○ General Levies 	\$20,000	August 2016
5	Training & Final Testing <ul style="list-style-type: none"> • See Exhibit B: Sections 19-20 	\$20,000	September 2016
6	Final Data Migration – Go Live <ul style="list-style-type: none"> • See Exhibit B: Sections 18 & 21 • Go live is scheduled with Monterey County approval when the county is ready 	\$21,429	October 2016
	Total	\$196,429	

EXHIBIT B: STATEMENT OF WORK

PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1. Project Background

Teleosoft, Inc. intends to install CountySuite Sheriff Software for the Monterey County Sheriff's Office. The Software for this installation is web-based and utilizes the Microsoft .NET Framework and Microsoft SQL Server.

2. Technology

- 2.1.** Upgrades to the application can be done remotely in cooperation with the county IT department and immediately be available to all users
- 2.2.** Browser-based interface doesn't require installs on each user machine
- 2.3.** User Security integrates with Windows Active Directory
- 2.4.** Reporting creates PDF documents for reliable printing and emailing
- 2.5.** Auditing system tracks every change to data within the system by time and user

3. Unified System

- 3.1.** Cases can be quickly retrieved using a variety of search criteria (names, property addresses, case numbers, etc.)
- 3.2.** Participant information is shared between cases so names and addresses are not re-entered if they are already in the system.
- 3.3.** Each contact can have an unlimited number of addresses which can be used for mailing, serving, and keeping historical information.
- 3.4.** When addresses are updated (by a deputy, for instance), all cases associated with that contact see the new information immediately
- 3.5.** Easily lookup an individual and see which cases (including warrants) are associated with them
- 3.6.** Municipal information is integrated to create notices for real estate sales
- 3.7.** An unlimited number of case participants (plaintiffs, defendants, attorneys, etc.) can be associated with each case
- 3.8.** An unlimited number of instructions can be associated with each case

- 3.9. An unlimited number of services can be associated with each instruction
- 3.10. An unlimited number of docket events can be associated with each case, or each instruction, or each service
- 3.11. Reports pull from information already entered into the system, so there is no need to enter information again (like case numbers, case participants, addresses, etc.)

4. System Analysis and Design

- 4.1. Conduct Interviews with key personnel identifying:
 - 4.1.1. Processes and Procedures
 - 4.1.2. Accounting details
 - 4.1.3. Personnel and User Authorizations
 - 4.1.4. Sample papers and reports
- 4.2. Create Project Plan

5. Civil Actions

- 5.1. All types of requests (instructions) use a similar interface for a consistent user experience (received date, writ type, writ date, expiration date, notes, list of services, list of docket events, etc.)
- 5.2. Latest status of each service is quickly visible (no action, served on what date, out with a deputy, etc.)
- 5.3. Pre-defined text (customized for your county) is available for all docket events to avoid re-typing common paragraphs. This text supports SuiteTags™ (like @ServeToName, @ServeToAddress, @DeputyName, etc.) that are automatically replaced by the appropriate service or case-related information.
- 5.4. The sheriff return report is generated from text entered for each docket event (includes time and date of each service as entered by the deputy, etc.)
- 5.5. Includes support for *In Forma Pauperis* (IFP) and being deputized by an out-of-county or out-of-state sheriff's office

6. Personal Property

- 6.1. Personal property payoff amount auto-calculates to include sheriff costs as they are accrued
- 6.2. Levy sale dates can be scheduled and re-scheduled (notice reports are generated for mailing when a re-scheduling is necessary).
- 6.3. Levy Sheriff Sale Posters are generated from case information and sale dates, and the list of levy items entered into the system.
- 6.4. Supports garnishments, possessions, seizures and evictions as well.
- 6.5. See EWO section below
- 6.6. Includes: Bank Levy, 3rd Party Levy, Till Tap, Keeper, Book Levy, Claim of Exemption, 3rd Party Claim

7. Real Property

- 7.1. Clearly show the current state of a Real Property case, what the next step would be, and the required timeline for those events.
- 7.2. Define and schedule sale dates whenever necessary
- 7.3. Manage all properties associated with a sale date from one interface
- 7.4. Cancel, postpone, and enter advertising events for multiple properties at once
- 7.5. Create crier reports for the sale with a single button click (showing case info, address, sheriff costs, etc.)
- 7.6. Enter sale costs for properties associated with a sale date from a single interface (including the ability to automatically split a total cost across all properties)
- 7.7. Track all costs with an integrated sale worksheet (sheriff costs, judgment costs, municipal costs, etc.)
- 7.8. Default costs are all pre-entered when a real property case is created (as defined by your county)
- 7.9. Generate a sale costs report with a single button click
- 7.10. Generate a sale poster using property and legal description information (entered via cut & paste)
- 7.11. Generate a distribution schedule after the sale
- 7.12. Generate a sheriff's deed using the information already entered prior to the sale
- 7.13. Enter the municipality with the property address and have the system automatically generate municipal notices for all the appropriate authorities (tax collector, sewer, water, refuse, etc.)
- 7.14. Automatically calculate service and posting mileage costs from deputy actions based on the mileage entered
- 7.15. Easily transfer sale costs from the sale worksheet to the accounting ledger after a sale
- 7.16. Generate Letters as required throughout the process

8. Temporary Restraining Order

- 8.1. Includes support for *In Forma Pauperis* (IFP) and being deputized by an out-of-county or out-of-state sheriff's office
- 8.2. Contact details for TRO defendants include physical characteristics (height, weight scars) and the ability to store pictures and images
- 8.3. A TRO list can be generated of all active TROs with expiration date (when applicable)

9. Civil Bench Warrants

- 9.1. Contact details includes physical characteristics (height, weight scars) and the ability to store pictures and images
- 9.2. Supports additional information like Crimes Codes, state and FBI numbers, extradition codes, etc.

- 9.3. A warrant list can be generated of all active warrants and/or warrants that have been served, but costs are still owed.
- 9.4. Permissions and authentication system ensures only individuals with the proper access can see and process warrants

10. Accounting

- 10.1. Completely integrated throughout the entire application
- 10.2. When Instructions are received by the Sheriff's Office, the Filing Fee and Deposit are entered along with the case information
- 10.3. Deposits are verified by authorized personnel
- 10.4. Receipts are created and can be printed for each deposit
- 10.5. Journal entries are required for deposits that need to be changed/re-entered
- 10.6. Full Reconciliation module for balancing with bank statements
- 10.7. Each Instruction (Real Property, Civil Action, etc.) has its own ledger to track all costs and deposits
- 10.8. When a case is closed, all costs are transferred (not re-entered) to the escrow/checking account
- 10.9. Costs can be consolidated into single checks for sheriff costs, surcharge costs, advertising costs, etc.
- 10.10. Checks can be printed directly out of the system
- 10.11. Audit reports can be printed across any date range to show closed cases, open cases, account ledger activity, surcharge costs and more
- 10.12. Disbursements
- 10.13. Reports (ex. Ledgers (Accounts, Closed Cases, Open Cases, Deposit, Receipt), Disbursements, Collections, Checks, Reconciliation)

11. Scan and Attach Documents

- 11.1. Ability to scan and attach documents and images to any case
- 11.2. Ability to automatically store electronic copies of any reports generated by the system with the associated case.

12. Earnings Withholding Order (EWO)

- 12.1. Modifications to our current system to more easily manage EWO deposits/payments within a particular case, and across all active cases. Additional screens would be created showing the ledger, current balance, etc.
- 12.2. Implement rules and logic to allow the system to automatically determine when an EWO payout is authorized or not.
- 12.3. Implement rules and logic to determine if an EWO can be filed (ie. the defendant already has an EWO, has filed bankruptcy, etc.)

- 12.4. Implement rules and logic to automatically calculate the correct interest amounts, and update the case ledger.
- 12.5. Disbursements, Claim for Exemption

13. Bankruptcy Stipulations

- 13.1. Implement rules and logic to ensure that a bankruptcy filing by a defendant affects the appropriate areas throughout the system (deposits, payouts, claims for exemption, creditors, etc.)
- 13.2. Generate Bankruptcy letters to attorney, trustee, and debtor.

14. Report Enhancements

- 14.1. Update report formats and contents to comply with current California and county statutes
- 14.2. Reports are designed to allow expansion of data text fields so that information is not cut-off
- 14.3. Generate all service forms and trip tickets for deputies

15. Configuration Updates

- 15.1. Application Settings (settings like default options and triggers, installation location details, check printer names, page and option titles, etc.)
- 15.2. Users and Authorizations (internal user logons, security group membership, names and addresses for officials, etc.)
- 15.3. Logos and Digital Signatures (report logos and official signatures)
- 15.4. Category names and descriptions (all cost categories, service categories, service disposition categories, default text, etc.)
- 15.5. Geography (Municipalities/Districts/Regions/Postal Codes)
- 15.6. Default costs and Default payees
- 15.7. Default text and SuiteTags™ (default text that can be inserted for any commonly-typed phrases when selecting specific categories and options)
- 15.8. Business Rules
- 15.9. Reporting updates

16. Mobile Deputy Application

- 16.1. Display all services available to be delivered within the system
- 16.2. Sort by expiration date, name, address, case number, etc.
- 16.3. Deputy can “check out” a service, and then track notes, mileage, attempts, address changes, etc. throughout the day
- 16.4. Once “checked out”, all service information can be entered and recorded “offline”, and then updated when connectivity is restored
- 16.5. All data entered by the deputy is imported into the system with a single button click

- 16.6. Mileage costs can be automatically calculated and added to the ledger when a service is "checked in"
- 16.7. Address changes made by the deputy are added to the contact information
- 16.8. Notes can be associated with the service, the individual or the address (special warnings, directions, etc.)
- 16.9. Deputy daily logs are searchable and printable from the internal office application by deputy managers
- 16.10. All daily log events can be tracked (traffic citations, etc.), not just attempts related to civil process
- 16.11. Metrics reports are available to list how many services of each type were performed over a specified date range, etc.

17. Base Hardware & Software Setup

- 17.1. Setup and configure Operating Systems and Active Directory integration
- 17.2. Configure IIS Server(s)
- 17.3. Configure SQL Server(s)
- 17.4. Test hardware and network connectivity
- 17.5. Obtain remote access credentials

18. Data Migration

- 18.1. Develop and test scripts to move all case information, including accounting, from the current Sirron system into the new CountySuite Sheriff system.
- 18.2. Perform and verify a complete migration from Sirron to CountySuite Sheriff

19. Training

- 19.1. General user training sessions, which would include everyone.
 - 19.1.1. Our preference is to break these sessions into 4 hour periods, and give the users a break between each session.
 - 19.1.2. So the process would be to train the first group of people and then train another group of people. The next day the first group would come back for their next session, and so on. This prevents burnout and also allows the users to think of questions, or play with things they learned on the test server in between classes.
- 19.2. Accounting training
 - 19.2.1. Specific to the finance staff. This would cover issues like deposit verifications, void, NSF, bank reconciling, check printing and accounting reports
- 19.3. Deputy training
 - 19.3.1. The number of classes here would depend on how many deputies will be performing civil process. We'd do as many as we need to so that the classes can remain small.
- 19.4. Administrator training

19.4.1. These classes would cover how to manage security administration, making changes to things like key official names, common multipliers (mileage), and default costs, etc.

19.5. Train-the-trainer

19.5.1. These classes would cover the materials presented in the above sessions to allow an internal office user to present these same training classes later on.

20. Testing

20.1. Go Live on the Test server

20.2. Functional testing

20.2.1. Workflow testing and verification

20.2.2. Mobile Deputy testing

20.3. Reliability

20.4. Accuracy (Configuration Settings are correct, etc.)

20.5. Security

20.6. Users are comfortable and ready to use the system in day to day operations

21. Go Live on Production Server

21.1. Teleosoft personnel will be on-site to support the launch and assist any users.

EXHIBIT C

SOFTWARE MAINTENANCE AND SUPPORT

1. Project Background

Teleosoft, Inc. has implemented and installed Software for County of Monterey on behalf of Monterey County Sheriff Office. The Software for this installation is web-based and utilizes the Microsoft .NET Framework and Microsoft SQL Server.

2. Scope

A. Maintenance Services.

The following are the Maintenance Services that will be performed by Licensor in connection with the Software. Licensor shall:

- 1) Develop and provide corrections, changes, or workarounds ("Corrections") for any defects, errors, or malfunctions in the Software (collectively, "Defects"), discovered by Licensee (see Section 2B: Reporting Procedures)
- 2) Provide to Licensee all improvements, modifications and enhancements to the Software which Licensor shall make or acquire from time to time and which Licensor makes available to its clients generally. Improvements, modifications and enhancements required for Judicial Council Forms, fees, and Legislative updates will be available for use by the effective date. ("Improvements" as used herein does not include modifications and enhancements that are developed by Licensor specifically for its other customers, which are customized to the systems or software of such other customers.)

Documentation of the above shall be provided at no additional cost and shall be adequate to inform Licensee of any problems resolved and any significant differences resulting from the improvement that are known by Licensor. Licensor warrants that each such general improvements, modifications, and enhancements have been tested and shall perform according to the Specifications. Licensor agrees to correct, at no cost to the Licensee, corrupted Data that may result from any system deficiency introduced by the Improvements.

Continuous Improvement. Contractor shall on an ongoing basis, as part of its total quality management process, identify, report to Licensee, and implement ways to improve performance of the System and identify and apply techniques and tools from other Licensor installations that would benefit Licensee either operationally or financially.

Performance Standard Measurement. Licensor shall maintain the System, in whole and in part, to meet all performance standards. Licensor will conduct tests for measuring and certifying the achievement of the performance standards. Licensor must implement all testing, measurement and monitoring tools and procedures required to measure and report Licensor's performance of the System against the applicable Performance Standards. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Performance Standards, and will be subject to audit by Licensee. Licensor

will provide Licensee with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

- 3) Provide Licensee any upgrade releases ("Upgrade Releases") to the Software and all new Versions and Releases of the Software, which Licensor makes available to its clients generally;
- 4) At all times provide Maintenance Services for at least the current and one (1) previous Release of the Licensed Software; provided, that Licensor's obligation to maintain a previous Release will terminate 120 days after the current Release was made available to Licensee

B. Reporting Procedures.

- 1) The first line of support will be the Licensor's Help Desk, who will contact the IT Help Desk from the Monterey Sheriff's Office.
- 2) Support calls and/or emails will be returned within one (1) business day. This response time may vary in any given call, based on telecommunications and internet availability and other factors. Licensor's only agreement herein with respect to such response time is to maintain functioning systems in place to permit achievement of such response times in more than eighty percent (80%) of such calls from all customers.
- 3) The Licensor shall maintain a technical support entry point ("Support Center") in Pennsylvania, identified by a dedicated phone number and e-mail address. Licensee may use this entry point to request service of the Covered Software. The Support Center operates during business hours, 8:00 a.m. to 5:00 p.m. (customer local time), Monday through Friday, excluding legal holidays. 3) Support calls and/or emails will be responded to as follows:

Level 5 - Emergency - The System no longer functions.

- Performance Standard for responding to Deficiency call is 30 minutes.
- Performance Standard for reporting recommended resolution and fix date/time for all System components is 2 hours
- Performance Standard for correction of Deficiency associated with System component is 24 hours.

Level 4 - Disabled, no Workaround – A business function or System component does not work as required, and no acceptable workaround is available.

- Performance Standard for responding to Deficiency call is 30 minutes.
- Performance Standard for reporting recommended resolution and fix date/time for all System components is 2 hours.
- Performance Standard for correction of Deficiency associated with System component is 2 business days.

Level 3 - Disabled, Workaround – A business function or System component does not work as required, but a workaround that is acceptable to County is available.

- Performance Standard for responding to Deficiency call is 30 minutes.
- Performance Standard for reporting recommended resolution and fix date/time for all System components is 2 hours.
- Performance Standard for correction of Deficiency associated with System component is 3 business days.

Level 2 - Minor - Non-critical, but having a negative effect on one or more business functions or System components.

- Performance Standard for responding to problem call is 30 minutes.
- Performance Standard for reporting recommended resolution and fix date/time for all System components is 4 hours.
- Performance Standard for correction of problem associated with System component is 5 business days.

Level 1 - Cosmetic - Non-critical and non-impacting to one or more business functions or System components.

- Performance Standard for responding to Deficiency call is 30 minutes.
- Performance Standard for reporting recommended resolution and fix date/time for all System components is 4 hours.
- Performance Standard for correction of Deficiency associated with System component is 10 business days.

4) This technical support entry point will also coordinate problem resolution and keep the Licensee apprised of efforts to remedy any problem situation until complete restoration of the service.

C. Database. Licensor shall maintain and make available online to Licensee a database of all Change Requests, Deficiencies, and other problems reported by or known to Licensor in the Software. The database shall include, as a minimum, the following:

- Date and time Licensor was notified;
- Date and time of arrival or inquiry response;
- Time spent for resolution of Deficiencies;
- Description of Deficiency;
- Description of severity level of Deficiency, e.g., Level 5, 4, 3,2,1;
- Description of Deficiency resolution; and
- Date of resolution.

D. Coverage.

- 1) Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware / software configuration or modifications to any supplied source code which changes affect the performance of the Covered Software and were made without prior notification and written approval by Licensor.
- 2) Licensor assumes no responsibility for hardware vendor operating systems or other system software.

- 3) For the purpose of maintaining and supporting more current platform(s), both Licensee and Licensor agree that a currently supported Microsoft Environment is the most current release, and the previous two releases. An example is the client operating system.

Name	Release Date	Release Version Number
Windows 8.1	18-Oct-13	NT 6.3
Windows 8	26-Oct-12	NT 6.2
Windows 7	22-Oct-09	NT 6.1

Another example is SQL Server releases;

Release Name	Year	Version
SQL Server 2008 R2	2010	10.5
SQL Server 2012	2012	11
SQL Server 2014	2014	12

- Both the Licensee and Licensor agree to maintain support for the most current and previous two releases for all software necessary for the support of the product provided to County.
 - Licensor agrees to monitor the release of all software necessary for the support provided to Licensee and update "server" and "client applications to stay current with these versions.
 - Licensor agrees to maintain a version control number which will allow for similar tracking and support for both "server" and "client" applications. Licensor application versions should have a similar life span as the software required to support them. Licensee agrees to move to one of the most current three versions once notified by Licensor that such a release is required because a prior version is no longer supported. Licensor agrees to give Licensee 180 days' notice should there be such a release.
- 4) Coverage is limited to the Software operating at the following Licensee site(s):

Monterey County, CA

E. Change Management.

The parties shall develop a mutually agreeable change management process. At a minimum, such process shall require Licensor to notify Licensee and obtain Licensee's approval prior to implementing any material changes to the services provided by Licensor hereunder or any changes that could materially affect Licensee's use of the Software as contemplated in this Agreement.

3. Price and Payment

A. Fees.

Maintenance Services for the applications and configuration listed in this Agreement will be provided for a fee of \$29,286 per year. (This number may be pro-rated for the first year of this Agreement so that renewals will align with Monterey County's fiscal year, July to June). This fee will not increase more than 2.5% per year. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

- 1) Licensee agrees to reimburse Licensor for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses but only in accordance with the County's travel policy reimbursement rates), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Any such expenses require the prior approval of Licensee.
- 2) Licensee shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, Licensee shall promptly pay to Licensor an amount equal to any such items actually paid, or required to be collected or paid by Licensor.

B. Invoices.

- 1) Maintenance fees will be invoiced annually, thirty (90) days in advance of the year.
- 2) The charges for time and materials services and any expenses as described in this Agreement will be invoiced each month for charges (services, material and expenses) incurred in the previous month.
- 3) Invoices shall be due and payable within thirty (90) days after date of invoice.

4. Confidentiality

- A. Confidential Information Defined. For purposes of this Agreement, "Confidential Information" shall mean: (i) any and all information, data, source code, stored procedures, knowledge, technology, and know-how relating to the design, production, manufacture, programming, and operation of the Software, whether in electronic, written or verbal form, provided or developed by Licensor and provided to Licensee under this Agreement, and (ii) any and all other data or information that is clearly labeled or identified as confidential or proprietary when disclosed by Licensor to Licensee.

- B. Standard of Care for Confidential Information. Licensee shall protect all Confidential Information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care.
- C. Restricted Disclosure. Except as expressly permitted by the terms of this Agreement or required by the California Public Records Act (Government Code § 6250 et seq.), Licensee shall not use for its own benefit (or for the benefit of any third party), or disclose, publish, release, transfer or otherwise make available to any third party, any Confidential Information without Licensor's prior written consent. Conversely, except as expressly permitted in writing by the Licensee, Licensor shall not use for its own benefit (or for the benefit of any third party), or disclose, publish, release, transfer or otherwise make available to any third party, any information or data collected with the use of the software by the Licensee.

5. Ownership and Licenses of Intellectual Property Rights

- A. Exclusive Rights of Licensor. As between Licensor, Licensee, and any end-user of the Software, Licensor retains exclusive ownership of all Intellectual Property Rights and Trademark Rights. Except as expressly licensed in this Agreement, all right, title, and interest to or in any such Intellectual Property Rights and Trademark Rights are reserved to Licensor.
- B. Improvements. As between Licensor, Licensee, and any end-user of the Software, Licensor will exclusively own all Intellectual Property Rights in and to all Improvements made to the Software. Except as expressly provided in this Agreement, all right, title, and interest to or in any such Improvement is reserved to Licensor.
- C. User Data. Ownership of all User Data input or otherwise provided by Licensee or any permitted end user shall remain exclusively with Licensee.
- D. Proprietary Rights Protection. Except as expressly permitted herein, neither Licensee nor any other person or entity may reproduce, alter, adapt, modify, create Improvements to, distribute, sublicense, transfer, rent, lease, loan, timeshare, otherwise make available to third parties, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software. Licensee shall place copyright, trademark and other proprietary rights notices on all copies of the Software.

6. Obligations of Licensor

- A. Licensor will promptly notify Licensee of any material defects or malfunctions in the Software or related documentation that it learns from any source.
- B. Licensor will, from time to time, supply Licensee with copies of the Software and relevant documentation revised to reflect significant updates and enhancements to the software made by Licensor, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Licensor will supply two (2) copies of any of these updates and/or enhancements without additional charge. Licensor will give reasonable assistance to Licensee in installing and

operating any new release or enhancement, provided, however, that if such assistance is to be provided at Licensee's facility, such services may be charged at Licensor's standard labor rates.

- C. Within a reasonable time after being given written notice thereof, Licensor will correct inherent material errors in the Software that are not caused by Licensee's misuse, improper use, alteration or damage of the Software.
- D. Licensor will supply Licensee with reasonable means of accessing modifications and enhancements to the Software, including diskette, compact disk, or through network download. Licensee agrees to make available remote access to Licensor for the installation of modifications and enhancements, and providing other support services.

7. Software Warranty and Disclaimer

- A. Warranty of Ownership and Use. Licensor warrants: (i) that it is the lawful owner of all right and title to the Software and that it has the right to enter into this Agreement with Licensee; (ii) that to the best of its knowledge, the Software does not infringe any patent, copyright, trademark, or other proprietary right of a third party; and (iii) that the Software can be used by Licensee pursuant to this Agreement without infringing upon the proprietary rights of any third party.
- B. Limited Product Warranty. Licensor warrants that, for a period of 12 months from the date of System Acceptance (the "Warranty Period"), that the System shall function, operate and perform in full and complete conformity with the requirements of this Contract and accepted designs, descriptions, and Specifications. The County's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- C. Delays. Contractor will have no responsibility, warranty or other obligations for schedule delays caused by the County or with respect to work improperly performed by County, the failure of a Deliverable due to misuse or misapplication by the County, or a failure to perform due to a force majeure event.
- D. Warranty Procedures. In the event that Licensee believes that the Software does not conform to the limited product warranty described in this paragraph 7, Licensee shall notify Licensor thereof describing with particularity the problems encountered. In the event that Licensor determines that software coding errors or other software defects exist, Licensor shall take one of the following actions, after conferring with Licensee: (1) correct such software coding errors or other software found by Licensor to be defective, or (2) refund to Licensee the license fee paid to Licensor under this Agreement. If the problem is deemed by the parties to be a fault in the development of the Software, Licensor shall arrange to provide appropriate trouble-shooting, repair, or programming services (either on-site or by remote access, at Licensor's discretion) to repair, correct or resolve the problem. Licensor's obligation to provide service and resolve problems under this warranty shall extend only to such problems duly reported to Licensor during the Warranty Period. All items will be reported in the manner described in Section 2.2(Reporting Procedures) of the Statement of Work, attached as Attachment A

- E. Warranty Exclusions. In the event that Licensor has provided service under this warranty and the problem is later agreed to by both parties to be caused either: (i) by an error in the use of the Software rather than a fault or error in the Software itself, (ii) by failure to follow Licensor's operating instructions or the operating instructions of any other software program manufacturer or vendor of any software included in any related program application, (iii) by a hardware error, including but not limited to design error or hardware malfunction, (iv) by modification of the Software without Licensor's prior written consent, or (v) by a software error in any program code other than the Software, then Licensor reserves the right, at its option, to charge Licensee at Licensor's standard labor rates for the service time expended by Licensor in investigating the reported problem and reaching such determination
- F. Disclaimer of Warranty Liability. THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SOFTWARE, AND LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REMEDIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER THE SAME ARE WRITTEN, VERBAL, IMPLIED, OR STATUTORY.

8. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between Licensor and Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

9. Disputes

- A. In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. Pending resolution of any such dispute, Licensor shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. Licensee shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.
- B. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Monterey County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

10. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

11. Continuing Obligations

The provisions of Section 4 (Confidentiality) and Section 5 (Ownership and Licenses of Intellectual Property Rights) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement by either Party for any reason, and any disputes, claims or controversies arising from such continuing provisions may be enforced by either Party under the applicable provisions of Section 10 (Disputes).

EXHIBIT D

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 1st day of November, 2015 between Teleosoft, Inc. ("Licensor"), with its principal place of business located at 1700 7th Ave, Suite 150, York, PA 17403 and the County of Monterey on behalf of Monterey County Sheriff's Office ("Licensee"), with its principal place of business located at 1414 Natividad Road, Salinas, CA 93906.

1. Definitions

- A. "Effective Date" means the date that the Software is delivered to Licensee and is installed for Licensee's use. The parties agree to confirm the Effective Date of this Agreement by attachment signed by each party.
- B. "Improvements" means, with respect to the Software, any and all (a) enhanced, modified, updated, or upgraded versions thereof, (b) translations, abridgments, revisions, derivative works, or other forms in which the same may be recast, transformed, or adapted, and (c) improvements thereon, regardless of whether any portion thereof is or may be validly copyrighted, patented, or protected as a trade secret.
- C. "Intellectual Property Rights" means all current and future copyrights, trade secrets, patents and patent rights, and all other intellectual property rights (except for trademarks, trade names, and service marks) in any jurisdiction in the world, including all applications and registrations with respect thereto, relating to the Software (together with all Improvements).
- D. "Install" means placing the Software on a computer's hard disk, CD-ROM or other secondary storage device.
- E. "Software" means the **CountySuite™:SHERIFF** computer program and documentation as well as any archival copies of such computer programs and documentation permitted by this Agreement.
 - i. CountySuite™ is a web-based application which is installed on a central server. Users access the system by launching a browser window and navigating to the local intranet website.
- F. "Trademark Rights" means all current and future rights to the use of all trade names, trademarks, service marks, logo's, slogans, and phrases used to describe the Software, together with the licensed rights for their use, in any jurisdiction in the world, including all applications and registrations with respect thereto.
- G. "Use" means (i) executing or loading the Software into computer RAM or other primary memory, or (ii) copying the Software for archival or emergency restart purposes.
- H. "User Data" means all data, information, schedules, property addresses and information, personal identities and identifying information, or other data input to the Software used by Licensee in the operation of the Sheriff Office.

2. License and Use

- A. Grant of License. Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a perpetual, non-exclusive, non-assignable license to install and use the Software on County Server computers in Licensee's possession (the "License"). Licensee may make copies of the Software, in non-printed, machine readable form, in whole or in part, provided that such copies are for Licensee's own use. Licensee will make no other copies of the Software except as authorized herein. Title to the Software will remain vested in Licensor, and nothing in this Agreement will give or convey any right, title or interest therein to Licensee except as a licensee under the terms of this Agreement.
- B. Use of Software. Licensor grants to Licensee the right for an unlimited number of users of the Software including employees, partners, vendors and the public. Nothing in this Agreement shall be interpreted as granting any right to Licensee to sell, lease, sub-license, assign or otherwise permit copying, transmittal or use of the Software by or for the benefit of any other person.
- C. Title. Licensor and its suppliers hold all right, title and interest in the Licensor technology and Third-Party Software.

3. Term and Termination

- A. Term. The License commences as of the Effective Date of this Agreement, and remains in force until Licensee stops using the Software or until Licensor terminates this License pursuant to the terms herein. Upon termination of this agreement, Licensee will (i) return all copies of the Software to Licensor without demand or notice, or (ii) permanently delete or destroy all copies of the Software in its possession and submit to Licensor a sworn affidavit signed by Licensee attesting to such destruction.
- B. Termination. Unless terminated as provided herein, this Agreement will extend for a period of Five (5) years from the expiration of the 12 Month warranty and will automatically renew from year to year thereafter, unless earlier terminated as provided herein. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause by Licensee, Licensee agrees to pay Licensor for all of Licensor's Work performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Documentation

Licensor shall provide two sets of Documentation for use in electronic format compatible with Microsoft Corporation's then generally available Office products and written format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Licensor is providing Services therefor. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. Contractor's Documentation shall be comprehensive, well structured, and indexed for easy reference. If Licensor maintains its technical, maintenance and installation documentation on a web site, Licensor may fulfill the obligations set forth in this section by providing County access to its web based Documentation information. Licensor may also provide such information

on CD ROM. Licensor grants County a nonexclusive, perpetual, non-terminable, irrevocable right to use, make derivative works based upon, modify, and reproduce the Documentation furnished pursuant to this Section at no additional charge.

6. Copies

County will reproduce and include the copyright and other proprietary notices and product identifications provided by Licensor on such copies, in whole or in part, or on any form of the Application Software and its Documentation.

7. Restrictions

Except as otherwise permitted in this Agreement, County agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any third party or lease the Software or any copy of it which is provided in Object Code format.

8. Replacements

County shall be entitled to exercise its rights to Application Software on the equipment or any replacement equipment used by County, and with any replacement Third Party Software chosen by County without payment of additional charges, purchase prices or other amounts.

9. Third Party Software Licenses

Prior to utilizing any Third Party Software product that may be included as part of a Software Deliverable to County and that could be licensed directly to County by the licensor if the Third-Party Software would be installed on County Equipment, Licensor shall provide to County copies of any applicable license agreement from the licensor of the Third Party Software to allow County to pre approve such license agreement. Licensor shall assign to County such applicable licenses for the Third Party Software upon Acceptance of the System (as defined in the Civil Management System Contract between the parties).

10. Versions.

Unless otherwise mutually agreed to in writing, Licensor shall, during the Project, maintain any and all Third Party Software products at their most current version or no more than one version back from the most current version at no additional charge, provided that such Third Party Software version upgrades can be installed and maintained with the staff proposed in the Response for the Maintenance Services. However, Licensor shall not maintain any Third Party Software versions, including one version back, if any such version would prevent County from using any functions, in whole or in part, or would cause deficiencies in the System. If implementation of an upgrade to a Third Party Software product requires personnel in addition to the staff proposed in the Response for the Maintenance Services, County and Licensor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, the additional Charges, if any, to be paid by County for such upgrade. Any additional costs that are charged by a Third Party Software manufacturer for an upgrade to a Third Party Software product that is not covered by such product's maintenance agreement shall be charged to and paid for by Licensor.

- A. For the purpose of maintaining and supporting more current platform(s), both Licensee and Licensor agree that a currently supported Microsoft Environment is the most current release, and the previous two releases. An example is the client operating system:

Name	Release Date	Release Version Number
Windows 8.1	18-Oct-13	NT 6.3
Windows 8	26-Oct-12	NT 6.2
Windows 7	22-Oct-09	NT 6.1

Another example is SQL Server releases;

Release Name	Year	Version
SQL Server 2008 R2	2010	10.5
SQL Server 2012	2012	11
SQL Server 2014	2014	12

- B. Both the Licensee and Licensor agree to maintain support for the most current and previous two releases for all software necessary for the support of the product provided to County.
- C. Licensor agrees to monitor the release of all software necessary for the support provided to Licensee and update “server” and “client applications” to stay current with these versions. D. Licensor agrees to maintain a version control number which will allow for similar tracking and support for both “server” and “client” applications. Licensor application versions should have a similar life span as the software required to support them. Licensee agrees to move to one of the most current three versions once notified by Licensor that such a release is required because a prior version is no longer supported. Licensor agrees to give Licensee 180 days’ notice should there be such a release.

11. License Fee

The payment of the license fee will be included in the milestone payments as outlined in the Payment Schedule (Exhibit A – Payment Schedule).

12. Confidentiality

- A. Confidential Information Defined. For purposes of this Agreement, “Confidential Information” shall mean: (i) any and all information, data, source code, stored procedures, knowledge, technology, and know-how relating to the design, production, manufacture, programming, and operation of the Software, whether in electronic, written or verbal form, provided or developed by Licensor and

provided to Licensee under this Agreement, and (ii) any and all other data or information that is clearly labeled or identified as confidential or proprietary when disclosed by Licensor to Licensee.

- B. Standard of Care for Confidential Information. Licensee shall protect all Confidential Information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- C. Restricted Disclosure. Except as expressly permitted by the terms of this Agreement, Licensee shall not use for its own benefit (or for the benefit of any third party), or disclose, publish, release, transfer or otherwise make available to any third party, any Confidential Information without Licensor's prior written consent, except as required by law. Conversely, except as expressly permitted in writing by the Licensee, Licensor shall not use for its own benefit (or for the benefit of any third party), or disclose, publish, release, transfer or otherwise make available to any third party, any information or data collected with the use of the software by the Licensee.

13. Ownership and Licenses of Intellectual Property Rights

- A. Exclusive Rights of Licensor. As between Licensor, Licensee, and any end-user of the Software, Licensor retains exclusive ownership of all Intellectual Property Rights and Trademark Rights. Except as expressly licensed in this Agreement, all right, title, and interest to or in any such Intellectual Property Rights and Trademark Rights are reserved to Licensor.
- B. Improvements. As between Licensor, Licensee, and any end-user of the Software, Licensor will exclusively own all Intellectual Property Rights in and to all Improvements made to the Software. Except as expressly provided in this Agreement, all right, title, and interest to or in any such Improvement is reserved to Licensor.
- C. User Data. Ownership of all User Data input or otherwise provided by Licensee or any permitted end user shall remain exclusively with Licensee.
- D. Proprietary Rights Protection. Except as expressly permitted by the terms of this Agreement or required by the California Public Records Act (Government Code § 6250 et seq.), neither Licensee nor any other person or entity may reproduce, alter, adapt, modify, create Improvements to, distribute, sublicense, transfer, rent, lease, loan, timeshare, otherwise make available to third parties, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software. Licensee shall place copyright, trademark and other proprietary rights notices on all copies of the Software.

14. Licensee's Obligation to Notify of Infringement

Licensee will immediately notify Licensor of any infringement or attempted infringement of Licensor's rights in the Software of which it becomes aware. Licensee will affirmatively cooperate with Licensor in any legal or equitable action that Licensor may undertake to protect any of its rights in connection with the Software.

15. Software Warranty and Disclaimer

- A. Warranty of Ownership and Use. Licensor warrants: (i) that it is the lawful owner of all right and title to the Software and that it has the right to enter into this Agreement with Licensee; (ii) that to the best of its knowledge, the Software does not infringe any patent, copyright, trademark, or other proprietary right of a third party; and (iii) that the Software can be used by Licensee pursuant to this Agreement without infringing upon the proprietary rights of any third party.
- B. Limited Product Warranty. Licensor warrants that, for a period of 12 months from the date of System Acceptance (the "Warranty Period"), that the System shall function, operate and perform in full and complete conformity with the requirements of this Agreement and accepted designs, descriptions, and Specifications. The County's approval of designs or specifications furnished by Licensor shall not relieve the Licensor of its obligations under this warranty
- C. Delays. Licensor will have no responsibility, warranty or other obligations for schedule delays caused by the County or with respect to work improperly performed by County, the failure of a Deliverable due to misuse or misapplication by the County, or a failure to perform due to a force majeure event
- D. Warranty Procedures. In the event that Licensee believes that the Software does not conform to the limited product warranty described in the preceding section, Licensee shall notify Licensor thereof describing with particularity the problems encountered. In the event that Licensor determines that software coding errors or other software defects exist, Licensor shall take one of the following actions, after conferring with Licensee: (1) correct such software coding errors or other software found by Licensor to be defective, or (2) refund to Licensee the license fee paid to Licensor under this Agreement. If the problem is deemed by the parties to be a fault in the development of the Software, Licensor shall arrange to provide appropriate trouble-shooting, repair, or programming services (either on-site or by remote access, at Licensor's discretion) to repair, correct or resolve the problem. Licensor's obligation to provide service and resolve problems under this warranty shall extend only to such problems duly reported to Licensor during the Warranty Period.
- E. Inquiry Assistance. Licensor shall, from Monday through Friday, 8:00 a.m. – 5:00 p.m., Pacific Time, within 30 minutes for an emergency inquiry (in Licensee's judgment) or within two hours of any other Licensee inquiry, respond to the inquiry with the following, as applicable:
- 1) Responses to questions relating to the Software, including without limitation isolating problems to the Software or Data;
 - 2) The development, on a best efforts basis, of a temporary solution to or an emergency bypass of a Deficiency;
 - 3) Corrections and repairs of errors, problems or Deficiencies with the Software, to the extent technically feasible; and
 - 4) Clarification of Documentation.
 - 5) Support calls and/or emails will be returned within one (1) business day. This response time may vary in any given call, based on telecommunications and internet availability and other factors. Licensor's only agreement herein with respect to such response time is to maintain

functioning systems in place to permit achievement of such response times in more than eighty percent (80%) of such calls from all customers.

- F. Database. Licensor shall maintain and make available online to Licensee a database of all Change Requests, Deficiencies, and other problems reported by or known to Licensor in the Software. The database shall include, as a minimum, the following:
- 1) Date and time Licensor was notified;
 - 2) Date and time of arrival or inquiry response;
 - 3) Time spent for resolution of Deficiencies;
 - 4) Description of Deficiency;
 - 5) Description of severity level of Deficiency, e.g., Level 5, 4, 3,2,1;
 - 6) Description of Deficiency resolution; and
 - 7) Date of resolution.
- G. Warranty Exclusions. In the event that Licensor has provided service under this warranty and the problem is later agreed to by both parties to be caused either: (i) by an error in the use of the Software rather than a fault or error in the Software itself, (ii) by failure to follow Licensor's operating instructions or the operating instructions of any other software program manufacturer or vendor of any software included in any related program application, (iii) by a hardware error, including but not limited to design error or hardware malfunction, (iv) by modification of the Software without Licensor's prior written consent, or (v) by a software error in any program code other than the Software, then Licensor reserves the right, at its option, to charge Licensee at Licensor's standard labor rates for the service time expended by Licensor in investigating the reported problem and reaching such determination
- H. Disclaimer of Warranty Liability. THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SOFTWARE, AND LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REMEDIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER THE SAME ARE WRITTEN, VERBAL, IMPLIED, OR STATUTORY.
- I. Surreptitious Code. Notwithstanding any other provision herein, Contractor represents and warrants that the Software will be free, at the time of delivery, from harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of computers or software), viruses or other program routines designed to erase, corrupt, alter or otherwise harm files, data or other software programs; and back doors that circumvent the system's security by a hardware or software mechanism that is intentionally hidden by designers of the system, often for the purpose of providing access to service technicians or maintenance programmers. Contractor warrants to the County that no copy of the licensed Software provided to County contains or will contain any "self-help code" or any unauthorized code as defined below. The warranty is referred to in this Contract as the "no surreptitious code warranty." As used in this Contract, "self-help code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the

positive control of a person other than a licensee of the Software. It does not include software routines in a computer program, if any, designed to permit an owner of the computer program to obtain access to a licensee's computer System for purposes of maintenance or technical support. As used in this Contract, "unauthorized code" means any virus, Trojan horse, worm, or other software routines or equipment components, designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Contractor will defend the County against any claim, and indemnify the County against any loss or expense arising out of any breach of the no surreptitious code warranty

16. Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Licensor's total liability under this Agreement with respect to the Software License, regardless of cause or theory of recovery, will not exceed three times the total amount of fees paid by Licensee under this Agreement.

17. Maintenance

No software maintenance is included under the terms of this License Agreement. Licensor's obligations with respect to maintenance and support, including upgrades is set forth in the Civil Records Management System Contract. .

18. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between Licensor and Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

19. Disputes

- A. In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. Pending resolution of any such dispute, Licensor shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. Licensee shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.
- B. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Monterey County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. Notice

All notices, requests, demands, consents, or other communications (“Notices”) which are required or permitted to be given under this Agreement shall be subject to the following requirements:

- A. How Given. Notices may be given electronically, by facsimile, or in writing. If given electronically or by facsimile, Notices shall be confirmed by written communication. All Notices given or confirmed by written communication shall be delivered by certified mail (return receipt requested) or by nationally recognized overnight delivery service.
- B. Where Delivered. All Notices must be addressed to the appropriate party at the addresses set forth below. Either party may designate, by Notice to the other, substitute addressees or addresses for Notices; and thereafter, Notices must be directed to those substitute addressees or addresses.

If to Licensor: Teleosoft, Inc.
1700 7th Ave, Suite 150
York, PA 17403
Attn: Luke Gatchell
E-mail: luke.gatchell@teleosoft.com
Fax: (866) 894-2784

If to Licensee: County of Monterey on behalf of Monterey County Sheriff Office
1414 Natividad Road
Salinas, CA 93906
Attn: Elvia Ahumada
E-Mail: ahumadae@co.monterey.ca.us
Fax:

- C. When Effective. Notices delivered electronically or by facsimile will be effective on the date of transmission; provided, however, that written confirmation thereof is sent by certified mail or by nationally recognized overnight delivery service within two (2) business days from the date of transmission.

21. Audit

Licensor reserves the right to periodically audit Licensee to ensure that Licensee is not using the Software in violation of this Agreement, the Software License Agreement or any Order. During Licensee’s standard business hours and upon prior written notice, Licensor may visit Licensee and Licensee will make available to Licensor or its representatives any records pertaining to the Software to Licensor. The cost of any requested audit will be solely borne by Licensor, unless such audit discloses an underpayment or amount due to Licensor in excess of five percent (5%) of the initial license fee for the Software, in which case Licensee shall pay the cost of the audit.

22. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

23. Force Majeure

Neither Licensor nor Licensee shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

24. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

25. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the licensed software. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

26. Continuing Obligations

The provisions of Section 5 (Confidentiality) and Section 6 (Ownership and Licenses of Intellectual Property Rights) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement by either Party for any reason, and any disputes, claims or controversies arising from such continuing provisions may be enforced by either Party under the applicable provisions of Section 14 (Disputes).

SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

Contracts/Purchasing recognizes that departments often invest a great deal of time and effort in selecting a source or brand, prior to submitting a requisition to Purchasing. Even though the department's review process prior to the submittal of a requisition may be sound, departments may unknowingly discourage free and open competition by requesting a single vendor or product. Additionally, the County is bound by both federal and local laws as well as County Policies of which County Staff may be not be aware of. The lack of an effective means of communication between buyer and requesting departments can lead to both lost time in completing the requisition as well as possible adverse legal actions towards both the County and the requesting staff member. Purchasing can be an effective partner in a competitive review process given adequate time and involvement in your requirement definitions.

In an effort to expedite sole source/brand requisition requests through purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form and attach it to your requisition. If sole source/brand justification is warranted and accepted by Purchasing, the requisition will be processed for the sole source/brand as requested.

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Rather than merely a shift of the review process and burden, this process acknowledges the significant effort a department may undertake when identifying a vendor or brand, and provides you with the method by which to make your requisitioning efforts more efficient under sole source/brand conditions.

Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

In order for us to accept a request for sole source/brand the certification, the form referenced herein should be made a part of your justification and be signed by an authorized department representative. This certification will remain on file as part of your requisition package for audit purposes.

SOLE SOURCE PURCHASING:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing.

“Sole Source” purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County.

“Sole Source” purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

The designation of a “Sole Source” supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

PROCEDURE:

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures. As such, our decision is final.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your requisition. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein. Please make copies of the Criteria for Sole Source/Brand form for your future use.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

County of Monterey
Contracts/Purchasing Department
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Purchase Requisition Number _____

Date 12/09/2015

Description of Item: Software package for Monterey County Sheriff's Office Civil Division. _____

1. Please indicate the following:

Procurement: Goods
 Services

(Check One)

Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is exclusive distributor.

Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

2. Vendor Selection:

Preferred Vendor
 Sole Source

Vendor Name: Teleosoft, Inc
Address: 1700 7th Avenue Suite 150 City: York State: PA 17403
Phone Number: (717) 747-5563 Fax: () same _____
Contact Person: Luke Gatchell Senior Vice President
Federal Employer #: 20-3920747

3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

a) Why were product and/or vendor chosen?

This is a very specialized type of software that must interface with the Courts system and produce a set of documents (levies, invoices, garnishment forms, etc) and as such, it is a limited vendor market. Currently only three vendors exist in CA that carry a full line product. This vendor was chosen because MCSO has one product in place that is inadequate to service its needs (SIRRON), has used the

second product before (SoftCode by Tyler Communications) and abandoned the product due to concerns about lack of integrity, and that really only leaves Teleosoft. Staff attended numerous demos, spoke to other counties who have the product, and the product is currently in place or being implemented by five other counties that were former SIRON users.

- b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

At present, their unique feature is that we have used the other two and had issues with both vendors. They also offer some enhanced mapping features that will help civil servers in the field enabling them to locate service addresses faster, and it has some auto replication of data features that will significantly reduce repetitive data entry. There are enhanced financial reporting options that will allow the FM II better information to review and audit the operation.

- c) Why are these specific features/qualifications required?

Reducing repetitive and redundant data entry speeds the processing of forms, and eliminates human error.

To be fiscally prudent and operate with appropriate levels of control, at least 5% of the cases should be subject to an internal audit by the FM or assigned staff. It is very difficult to do this on the present software.

- d) What other products/services have been examined and/or rejected?

As mentioned above, we have used two of the three vendors (Siron, Soft Code) and are unhappy with them. We are impressed by the integrity and reporting on the Teleosoft product.

- e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

Siron: Cannot get timely updates to changes made to forms by the State of CA. Documents must be served using the current State version of the form. Vendor can be very difficult to reach. Vendor is not open to making any improvements to the program.

SoftCode: Serious Internal integrity issues exist with this software, and a personnel situation arose out of this. Department is no longer using software based on recommendation issued by Auditor Controller.

- f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

Internal reporting and ability to audit system are required. They are the only methods we can use to monitor internal controls.

Redundancy of data entry leaves department open to errors being made. This system can prepopulate forms from one set of data entry.

- g) Estimated Costs:
- | | |
|------------------------------|-----------|
| Purchase Price: | \$196,429 |
| Five Years of SW maintenance | \$343,000 |

All fees paid from the Civil Division Automation fund, no General Fund Dollars are being used.

4. Is there an unusual or compelling urgency associated with this project?

- No
 Yes (Please describe)

Current software is running on a server whose operating system will no longer be subject to software support as of Jan 16th 2016. There will be a three month glide path and testing phase, so time is of the essence. We have been attempting to replace this software since March 2015.

THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative, and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.



Requestors Signature

12/9/15

Date



Authorized Signature by Department Head

12-9-15

Date



Contracts/Purchasing Officer

12-10-15

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C. A. Weber Agency 55 Wetzel Drive Ste 2 Hanover PA 17331-0917	CONTACT NAME: Kayla Latham	FAX (A/C. No.): 717-632-4860
	PHONE (A/C. No. Ext): 717-646-3019	E-MAIL ADDRESS: klatham@weber-ins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Insurance Company		10677
INSURER B : Cincinnati Casualty Co		28665
INSURER C : BEAZLEY INS CO INC		37540
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
TELEO-1
Teleosoft Inc.
1700 7th Ave.
York PA 17403

COVERAGES

CERTIFICATE NUMBER: 448871680

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP 0197356	6/10/2015	6/10/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EPA 0197356	6/10/2015	6/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 2128087	6/10/2015	6/10/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			V13968140201	4/11/2015	4/11/2016	Each 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A written contract must be in place in order for the additional insured to be effective.

County of Monterey is listed as additional insured for the General Liability and Auto Liability. Coverage is primary/non-contributory.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey
Contracts/Purchasing Division
168 West Alisal Street, 3rd Floor
Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **SECTION II - WHO IS AN INSURED, 2.** is amended to include:

e. Any person or organization, hereinafter referred to as ADDITIONAL INSURED:

- (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
- (2) For whom you are required to add as an additional insured on this Coverage Part

under:

- (1) A written contract or agreement; or
- (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued;

but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

2. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

1. **Automatic Additional Insured Provision**

The written or oral contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement also must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

2. **Conformance to Specific Written Contract or Agreement**

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 3., 4.a.(2) and / or 4.b., or any combination thereof, of this endorsement shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs 3. and 4.a.(2) of this endorsement shall not apply and Paragraph 4.b. of this endorsement shall apply.

3. **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

4. The following are added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

The insurance provided to the additional insured does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the:
- (1) Rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities;
 - (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".
- b. "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

- c. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

5. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is amended to include:

- a. Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- b. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
- (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
 - (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
Named Insured:	
Countersigned by:	

(Authorized Representative)

The person or organization named in the following schedule is an "insured" to the extent of their liability for the conduct of another "insured" as provided in SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured, Paragraph c.

Schedule

Additional Insured

Address:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY / NONCONTRIBUTORY AMENDMENT OF
CONDITIONS FOR DESIGNATED ADDITIONAL
INSUREDS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization (Additional Insured):

With respect to insurance provided the additional insured shown in the Schedule, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

Where required by a written contract, this insurance is primary and noncontributory as respects any other insurance policy issued to the additional insured. Otherwise, **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance available to the additional insured whether primary, excess, contingent or on any other basis.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over any other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Nonresident Withholding Allocation Worksheet

2015

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The payee completes this form and returns it to the withholding agent.

Part I Withholding Agent

Withholding agent's name

Monterey County

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

168 West Alisal St

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

Salinas

State

CA

ZIP Code

9 3 9 0 1

Part II Nonresident Payee

Payee's name

Teleosoft, Inc.

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

20-3920747

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

1700 7th Avenue, Suite 150

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

York

State

PA

ZIP Code

1 7 4 0 3

Nonresident payee's entity type: (Check one)

Individual/sole proprietor

Corporation

Partnership

Limited liability company (LLC)

Estate or trust

Part III Payment Type

Nonresident payee: (Check one)

Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)

Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)

Provides goods and services in California (see Part IV, Income Allocation)

Provides services within and outside California (see Part IV, Income Allocation)

Other (Describe) _____

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding.			
Add column (a), line 1 through line 5			
Nonresident withholding threshold amount: ...	\$1,500.00		
Backup withholding threshold amount:	\$0.00		

Certification of Nonresident Payee

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Sign Here

Print or type payee's name

Luke T. Gatchell

Telephone

(717) 747-2980

Payee's signature

Luke T. Gatchell

Date

08/13/2015

Print or type representative's name and title

Telephone

()

Authorized representative's signature

Date