



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13561

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

- a. Approved and authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a non-conforming software agreement with TracNet, Incorporated for a comprehensive software management system that serves several Sheriff's Office divisions and other county and external partners, at an estimated cost of \$269,623 for FY 2018-19, \$274,799 for FY 2019-20; and \$235,594 for FY 2020-21, for a three-year cumulative total of \$780,016; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute up to three (3) additional amendments to the contract, provided the amendments do not significantly change the scope of services and do not exceed ten percent (10%) (\$78,002.00) of the original contract amount for a total, not to exceed three-year contract amount of \$858,018.00.

PASSED AND ADOPTED on this 13th day of February 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting February 13, 2018.

Dated: February 22, 2018
 File ID: 18-087

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
 County of Monterey, State of California

By Denise Hancock
 Deputy

EXHIBIT-A

EXHIBIT-A

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

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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

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

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

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

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

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

TracNet Corporation
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

EXHIBIT-A

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

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

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

There shall be no travel reimbursement allowed during this Agreement.

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

B.2 CONTRACTORS BILLING PROCEDURES

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

MCSOSheriff.Fiscal@co.monterey.ca.us

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

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

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

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

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

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

TracNet Corporation
Term: 02/27/2018 to 02/26/2021
Amount: \$780,016.00

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

Software Maintenance Service Plan

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

1. MAINTENANCE OBLIGATION

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

2. SERVICES

2.1. Telephone Support

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

2.2. Designated Contacts

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

2.3. General Service

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

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

2.4. Software Errors

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

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Software Maintenance Service Plan

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

2.5. Upgrades

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

2.6. Charges for Media

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

2.7. Hardware Service Not Covered; Certain Required Hardware

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

3. COUNTY OBLIGATIONS

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

4. INDEMNIFICATION

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

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

Software Maintenance Service Plan

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

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

5. TERM

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

6. LIMITATION ON TRACNET OBLIGATIONS

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

7. MISCELLANEOUS

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

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

Software Maintenance Service Plan

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

8. COST OF SOFTWARE MAINTENANCE PER LICENSE

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

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

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

Software Maintenance Service Plan

SIGNATURE PAGE


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

County of Monterey

TRACNET

TRACNET Corporation

1277 Adobe Lane
Pacific Grove, California 93950

By: 
Contracts/Purchasing Officer

By: 
Signature: President or Vice President

Date: 2-23-18

Date: 1/18/2018

Approved as to Form

By: _____
County Counsel
or

By: 
Signature: Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer

Date: _____

Date: 1/18/2018

Approved as to Fiscal Provisions

By: 
Auditor-Controller

Date: 12-18

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

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

Attachment A to Exhibit B- Software Product License Agreement

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

Attachment A to Exhibit B

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

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

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

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

TracNet Designated Contact Person:

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

Attachment A to Exhibit B- Software Product License Agreement

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

Sheriff's Office Designated Contact Person:

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

TracNet Provided Software

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

TracNet Provided Services

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

TracNet Supplied Equipment

Server

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

Attachment A to Exhibit B- Software Product License Agreement

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

Base RMS Includes

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

Base Jail Management Includes

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

Attachment A to Exhibit B- Software Product License Agreement

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

Warrant Repository

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

CLETS

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

TracNet Software Licenses Supplied

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

Regional Data Sharing

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

Attachment A to Exhibit B- Software Product License Agreement

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

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

CopLink Data Feed

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

Department of Justice (DOJ) E-CARS

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

Victim Information and Notification Everyday (VINES) Feed

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

Social Security Administration (SSA) electronic reporting

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

Commissary Interface

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

Inmate Telephone System Interface

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

Attachment A to Exhibit B- Software Product License Agreement

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

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

City of Salinas TriTech to CLETS interface

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

CLETS Switch, Interfaces and integration into Warrant Repository

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

Data Archive

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

Data Conversion

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

TracNet On-Going Maintenance Service

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

Attachment A to Exhibit B- Software Product License Agreement

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

Training and Training Materials

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

Optional and Additional TracNet Software License Cost

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

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

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

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

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

Alternative Purchase Method for Licenses

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

Attachment A to Exhibit B- Software Product License Agreement

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

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

Alternative Purchase pricing is as follows:

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

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

Sheriff's Office Responsibilities

Equipment and Network

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

Client PC Software Requirements

Microsoft Windows Operating System
Microsoft Word

Windows Servers

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

Existing Server Access and Interface Specifications

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

Attachment A to Exhibit B- Software Product License Agreement

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

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

Remote VPN Access

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

Physical Access

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

Data Back-Up

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

IBM Server Maintenance Costs

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

EXHIBIT C Software Product License Agreement

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

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

1. DEFINITIONS OF TERMS USED

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

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

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

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

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

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

2. GRANT OF LICENSE AND COUNTY'S AGREEMENTS

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

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

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

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

EXHIBIT C Software Product License Agreement

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

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

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

3. OWNERSHIP OF LICENSED PROGRAM

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

4. POSSESSION AND COPYING OF THE LICENSED PROGRAM

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

5. TRANSFER OR REPRODUCTION OF LICENSED PROGRAM

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

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

6. DERIVATIVES OR MODIFICATIONS TO THE LICENSED PROGRAM

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

7. LIMITED WARRANTY

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

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

Amount: \$780,016.00

EXHIBIT C Software Product License Agreement

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

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

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

8. FITNESS FOR PURPOSE AND SOFTWARE PERFORMANCE

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

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

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

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

EXHIBIT C Software Product License Agreement

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

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

10. MAINTENANCE AND SUPPORT OF THE LICENSED PROGRAM.

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

11. TERM AND TERMINATION.

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

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

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

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

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

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

12. TAXES

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

13. DISPUTE RESOLUTION

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

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

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

14. GENERAL PROVISIONS

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

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

EXHIBIT C Software Product License Agreement

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

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

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

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

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

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

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

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

EXHIBIT C Software Product License Agreement

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

TracNet Agreement Acceptance

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

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

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

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

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

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

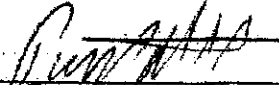
ACCEPTED BY:

ACCEPTED BY:

COUNTY: County of Monterey
Monterey County Sheriff's Office

TRACNET: TracNet Corporation

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

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

Address: 1414 Natividad Road
Salinas, CA 93906

Address: 1277 Adobe Lane
Pacific Grove, CA 93950

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

EXHIBIT-D

WORKERS' COMPENSATION INSURANCE JUSTIFICATION

EXHIBIT-D

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

Workers Compensation Justification:

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

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

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

EXHIBIT E

TRAC NET SOFTWARE SUPPORT FEES FISCAL YEAR 2018-19

SHERIFF'S OFFICE				
YEAR	COUNT	COST		
18-19	75	28,268.12	purchase + COLA	New rates 18-19
18-19	200	47,114.23	purchase + COLA	262.66 x 1.025=269.23
18-19	25	15,076.46	purchase + COLA	105.06 x 1.025 = 107.69
18-19	200	24,499.53	purchase + COLA	5400 x 1.025 =5,535.00
18-19	61	16,423.03	purchase + COLA	
18-19	84	22,615.32	purchase + COLA	
18-19	flat amt	14,268.54	purchase + COLA	
Interfaces MCSO:				
MCSO RMS Mobile License SW support				
MCSO RMS additional Licenses SW support				
DOJ-ECARS				
VINES				
SSA Electronic Reporting				
CLETS Integration into Warrants				
RMS Coplink Feed				
Livescan Interface				
18-19		168,265.23		
SUB TOTAL SHERIFF'S OFFICE				
INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT				
YEAR	COUNT	COST		
18-19	45	12,115.35	269.23	New rates 18-19
18-19	2	538.46	269.23	262.66 x 1.025=269.23
18-19	40	10,769.20	269.23	105.06 x 1.025 = 107.69
18-19	19	5,115.37	269.23	5400 x 1.025 =5,535.00
18-19	5	538.45	107.69	
18-19	6	646.14	107.69	
18-19	9	2,423.07	269.23	CLETS SW SUPPORT at
18-19	1	5,535.00	5400 *1.025	regular fees
18-19	1	269.23	269.23	
18-19	3	807.69	269.23	
Sub Total External/Internal Agencies				38,757.96
Billed to and payments received from other agencies				207,023.19
GRAND TOTAL SOFTWARE SUPPORT				207,023.19

TRACNET, INC. EXH. E

TERM: 02/27/2018 TO 02/26/2021
AMOUNT: \$780,016.00

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

EXHIBIT E

TRAC NET SOFTWARE SUPPORT FEES FISCAL YEAR 2019-20

SHERIFF'S OFFICE

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

Interfaces MCSO:

DOJ-ECARS

VINES

SSA Electronic Reporting - SW Supp

CLETS Integration into Warrants - MCSO

RMS Coplink Feed - License SW Supp

Livescan Interface - License SW Supp

SUB TOTAL SHERIFF'S OFFICE

19-20

172,471.75

INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT

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

SUB TOTAL EXTERNAL AGENCIES

39,726.80 Billed to and payments received

from other agencies

GRAND TOTAL SOFTWARE SUPPORT

212,198.55

TRACNET, INC. EXH. E

TERM: 02/27/2018 TO 02/26/2021

AMOUNT: \$780,016.00

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

EXHIBIT E

TRAC NET SOFTWARE SUPPORT FEES FISCAL YEAR 2020-21

SHERIFF'S OFFICE

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

DOJ-ECARS

VINES

SSA Electronic Reporting

CLETS Integration into Warrants

RMS Coplink Feed

Livescan Interface

SUB TOTAL SHERIFF'S OFFICE

20-21

176,773.43

INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT 2020-2021

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

SUB TOTAL EXTERNAL AGENCIES

40,720.09 Billed to and payments received

from other agencies

GRAND TOTAL SOFTWARE SUPPORT 2020-2021

217,493.52

TRACNET, INC. EXH. E

TERM: 02/27/2018 TO 02/26/2021
AMOUNT: \$780,016.00

CONTRACT BETWEEN COUNTY AND TRACNET, INC.

EXHIBIT F

TIME PAYMENTS DUE ON LICENSES

This is separate from the Software Maintenance on Exhibit E

SHERIFF'S OFFICE

Jail Management
Warrant Repository Base
CLETS Base
RMS
Mobile RMS License
RMS MCSO

Sub Total Sheriff's Office

Licenses	Date Purch.	Purchase Reference	Paid	CK #	Balance	2016-17	2017-18	2018-19	2019-20	2020-21
200	3/26/2014	Included in Base system	0.00							
25	3/27/2014	Included in Base system	0.00							
200	3/28/2014	Included in Base system	0.00							
75	3/26/2014	#734, 150,000	0.00							
61	8/25/2014	#762 1500 x 61 =91,500	91,500.00							
84	2/1/2016	#802 48,350 total	12,600.00	308704	113,400.00	12,600.00	12,600.00	12,600.00	12,600.00	12,600.00
Sub Total Sheriff's Office						12,600.00	12,600.00	12,600.00	12,600.00	12,600.00

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

Grand Total License Purchases Per Year

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

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 01/02/2018

Description of Item: Comprehensive Jail, Records, Warrants, Investigations Records and inmate management system

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: TracNet, Incorporated
Address: 1277 Adobe Lane City: Pacific Grove State: CA
Phone Number: (831) 643-9943 Email: kenrolle@tracnet.org
Contact Person: Ken Rolle Title: Vice President
Federal Employer #: 94-1690106

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 vendor was chosen in a process that finalized in 01/26/2013. Due to the complexity of transferring data from one format to another, and due to delays generated within MCSO to reformat portions of the program to "resemble" the old software, the project was not 100% operational until 9/2015. The original selection

process was undertaken by other parties no longer with the Sheriff's Office, but this writer assumes that local vendor preference, significantly lower price, usage of the system by other local law enforcement agencies and ability to present an integrated records/warrants/mobile units/jail management system were the main decision points.

- 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?

There are many vendors (15+) that carry Jail Management system only products. There are only four vendors that I could find that carry semi- comprehensive Sheriff Office Solutions. Its very important for the Jail to see outstanding warrants from other counties (warrants system) because it affects whether other counties have to be contacted regarding the prisoner's incarceration status, and it will also determine how prisoner is classified for purposes of housing.

It's critical that field officers in cars can run a VIN check, determine if found property is stolen property, and to check for outstanding warrants,(and a lot of other features too numerous to mention). This is not possible with a standard JMS system.

It is mission critical to the Warrants and Records units to have access to FBI assigned criminal numbers, previous Incarceration records, and other Jail Mgmt data, to reduce data entry and to ensure accuracy.

The product licenses and maintenance are low in cost, which encourages other agencies such as District Attorney, Child Support, Revenue Division, Probation, Courts, Seaside PD, Greenfield PD, Soledad PD, Department of Social Services and FBI to have access to Jail data to improve performance within their job assignments. So, the program adds a significant level of interagency and inter-departmental coordination.

We have truly been on the system only 2.5 years. That is not really long enough to consider going through the expense of an RFP to replace an existing system, and the expense of rebuilding interfaces to commissary, telephone, CLETS, VINES, ECARS and local, regional and federal networks, and to work with all our partners to insure that they can maintain access.

The new jail expansion will be completed by 2020. At that time, it might be advisable to go out for an RFP, as technology changes quickly. Until then, MCSO has no funds to expend to replace the system, and has no need to do so, as its working well for our needs.

To summarize, we need to have a comprehensive, relatively low cost system that our law enforcement partners and county departments can access and use and that we can use. Service has been excellent, and many custom features have been added by TracNet at no

cost to the County. Its meeting/exceeding our needs, and we cannot afford to replace it anyway.

c) Why are these specific features/qualifications required?

To improve communications, increase revenue collections countywide, reduce hand entry errors, and to save time. We also significantly reduced records and warrants staff (6-10 positions) when program went on line, and might be looking at a need to add those positions back if the "new" system does not offer the timesaving features that were designed into the system to reduce keystrokes.

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

GTL, PTS, E-Force, Corrections One and Tribridge. All are JMS only systems or have limited or no modules for Records, Warrants and mobile units These features are essential for our operation.

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

The systems listed above are NOT comprehensive systems. We could not communicate and transfer warrants out to cars, or allow them to inquire on the vehicle Identification Network.

The desktop software license costs are also high, which might cause some of our partners to drop off the system. This will lead to a request for more personnel, as we would have to respond to their requests for data, and use our personnel to do so, versus each dept. using its own staff to look up data themselves. As indicated above, we reduced staff when we purchased the system.

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

The system HAS to be a comprehensive system since we are all relying on it. Its also been included in our budget for past five years, so this is not a new cost, its just a new contract, as required by Monterey County because the old contract is now five years old.

g) Estimated Costs:

Users are requesting new licenses continually. Costs for "others" should be used as a ball park figure, and it is based on license counts as of 12/2017.

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

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

After five years of working with the system, the County has identified Warrants/Records and Photo Capture as two areas that could use further refinement. This allowance will be used to plan and design workflow process improvements for these areas.

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

☐

No




Yes (Please describe)

Contract expires 2-27-2018.

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


Date


Authorized Signature by Department Head


Date


Contracts/Purchasing Officer


Date

AMENDMENT #1 TO AGREEMENT A-13561

AMENDMENT #1 TO AGREEMENT A-13561 BY AND BETWEEN COUNTY OF MONTEREY & TRACNET, INC.

THIS AMENDMENT is made to the AGREEMENT A-13561 for comprehensive software management system that serves Sheriff's Office and other county and external partners for the Monterey County Sheriff's Office, by and between **TRACNET, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement February 2018 with a Not to Exceed amount of \$780,016.00 and a term date ending February 22, 2021; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by adding the \$541,823.00 to the Agreement with a new Not to Exceed amount of \$1,321,839.00 and extend the term of the agreement by two (2) years, 4 months and 7 days, with a new term ending date of June 30, 2023.

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

1. "PAYMENT PROVISIONS" shall be amended, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$1,321,839.00."*
2. "TERM OF AGREEMENT" shall be amended by, *"The term of this Agreement is from 2/27/2018 to 6/30/2023."*
3. EXHIBIT A – Scope of Services shall be amended by adding Exhibit A-1, Exhibit E-1 per Amendment #1 attached hereto, All other Exhibits remain unchanged.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 23, 2018.

TracNet, Inc.

Amount: \$1,321,839.00

Term: 02/23/2018 to 06/30/2023

AMENDMENT #1 TO AGREEMENT A-13561

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

MONTEREY COUNTY

DocuSigned by:

Debra Wilson, Contracts/Purchasing Supervisor

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Contracts/Purchasing Officer

Dated: 1/22/2021 | 5:04 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:

Gary Giboney

D3834BFECD8644B...
Deputy Auditor/Controller

Dated: 12/7/2020 | 1:32 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Im Grant

434AC3403FD4490...
Deputy County Counsel

Dated: 12/7/2020 | 1:28 PM PST

TracNet, Inc.

By:

Signature of Chair, President, or Vice-President

PATRICK N. ROLLE, PRESIDENT
Printed Name and Title

Dated: 11/24/2020

By:

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

Ken Rolle
Printed Name and Title

Dated: 11/24/2020

County Board of Supervisors' Agreement Number: _____.

***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.

TracNet, Inc.

Amount: \$1,321,839.00

Term: 02/23/2018 to 06/30/2023

AMENDMENT #1 TO AGREEMENT A-13561

EXHIBIT A-1

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

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES - In addition to services previously outlined in Exhibits A-F the following applies:

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

Provide Software, Software Licenses and Software Maintenance for the County and its internal and external partners as outlined in Exhibit E-1.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$1,321,839.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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

	FY 2021-22	FY 2022-23
Software Maintenance-Sheriff	181,192.52	185,722.58
Software Maintenance-Others	41,737.93	42,781.48
Software Purchase-Sheriff	12,600.00	12,600.00
Software Purchase-Others	25,000.00	25,000.00
MCSO Interfaces	7,500.00	7,687.50
	<u>\$268,030.45</u>	<u>\$273,791.56</u>

All work must be fully scoped and have a price quote and deliverables listed prior to any design/programming work beginning. All programming requests must come from the County's Information Technology Manager, Jennifer Claudel.

AMENDMENT #1 TO AGREEMENT A-13561

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

There shall be no travel reimbursement allowed during this Agreement.

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

B.2 CONTRACTORS BILLING PROCEDURES

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

MCSOSheriff.Fiscal@co.monterey.ca.us

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

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

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

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

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

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

MONTEREY COUNTY SHERIFF'S OFFICE
 TRACNET SOFTWARE SUPPORT PAYMENTS FY 21-22, 22-23
 BASED ON LICENSE COUNTS AS OF 12-15-2017

EXHIBIT E-1

TRACNET SOFTWARE SUPPORT FEES FISCAL YEAR 2021-22

SHERIFF'S OFFICE	YEAR	COUNT	COST	FACTOR	NEW RATES
Records Management SW Support MCSO	21-22	75	30,441.66	Purchase + COLA	29,699.19 X 1.025 = 30,441.66
Jail Management System SW Support MCSO	21-22	200	50,726.36	Purchase + COLA	49,489.14 X 1.025 = 50,726.36
Warrant Repository Base SW Support MCSO	21-22	25	16,235.69	Purchase + COLA	15,839.70 X 1.025 = 16,235.69
CLETS License SW Support MCSO	21-22	200	26,383.31	Purchase + COLA	25,739.82 X 1.025 = 26,383.31
MCSO RMS Mobile License SW Support	21-22	61	17,685.73	289.93	282.86 x 1.025 = 289.93
MCSO JMS additional Licenses SW support	21-22	84	24,354.12	289.93	282.86 x 1.025 = 289.93
Interfaces MCSO:	21-22	Flat Amt.	15,365.65	Purchase + COLA	14,990.88 X 1.025 = 15,365.65
DOJ-ECARS	21-22				
VINES	21-22				
SSA Electronic Reporting	21-22				
CLETS Integration into Warrants	21-22				
RMS Coplink Feed	21-22				
Livescan Interface	21-22				
Added MCSO Interfaces		Flat Amt.	0.00	Purchase + COLA	?
JMS Coplink Inmate/Charges Feed	21-22				
JMS Coplink Inmate Images/Identifier Feed	21-22				
RMS/JMS Alpha Link	21-22				
JMS Telmate Phone Interface	21-22				
JMS WEB Interface	21-22				
JMS COREMR Interface	21-22				
JMS Health Interface	21-22				
SUBTOTAL SHERIFF'S OFFICE	21-22		181,192.52		

INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT 2021-2022

	YEAR	COUNT	COST	FACTOR	NEW RATES
Jail Management Syste SW Support/District Attorney	21-22	45	13,046.85	289.93	282.86 x 1.025 = 289.93
Jail Management Syste SW Support/District Attorney King City	21-22	2	579.86	289.93	282.86 x 1.025 = 289.93
Jail Management Syste SW Support/Probation Department	21-22	40	11,597.20	289.93	282.86 x 1.025 = 289.93
Jail Management Syste SW Support/Revenue Division	21-22	19	5,508.67	289.93	282.86 x 1.025 = 289.93
Jail Management Syste SW Support/Child Support Services	21-22	5	579.85	115.97	113.14 x 1.025 = 115.97
Jail Management Syste SW Support/Dept. Social Services	21-22	6	695.82	115.97	113.14 x 1.025 = 115.97
Jail Management Syste SW Support/Public Defender's Office	21-22	9	2,609.37	289.93	282.86 x 1.025 = 289.93
Salinas PD - Tri Tech Interface	21-22	1	5,960.59	5,960.59	5,815.21 x 1.025 = 5,960.59
Monterey PD - CLETS SW Support	21-22	1	289.93	289.93	282.86 x 1.025 = 289.93
Greenfield PD -CLETS SW Support	21-22	3	869.79	289.93	282.86 x 1.025 = 289.93
SUB TOTAL EXTERNAL AGENCIES	21-22		41,737.93	<i>Billed To & Payments recv'd from other agencies</i>	

GRAND TOTAL SOFTWARE SUPPORT 2021-2022**222,930.45**

MONTEREY COUNTY SHERIFF'S OFFICE
TRACNET SOFTWARE SUPPORT PAYMENTS FY 21-22, 22-23
BASED ON LICENSE COUNTS AS OF 12-15-2017

EXHIBIT E-1

TRACNET SOFTWARE SUPPORT FEES FISCAL YEAR 2022-23

SHERIFF'S OFFICE	YEAR	COUNT	COST	FACTOR	NEW RATES
Records Management SW Support MCSO	22-23	75	31,202.70	Purchase + COLA	30,441.66 X 1.025 = 31,202.70
Jail Management System SW Support MCSO	22-23	200	51,994.52	Purchase + COLA	50,726.36 X 1.025 = 51,994.52
Warrant Repository Base SW Support MCSO	22-23	25	16,641.58	Purchase + COLA	16,235.69 X 1.025 = 16,641.58
CLETS License SW Support MCSO	22-23	200	27,042.89	Purchase + COLA	26,383.31 X 1.025 = 27,042.89
MCSO RMS Mobile License SW Support	22-23	61	18,127.98	297.18	289.93 x 1.025 = 297.18
MCSO JMS additional Licenses SW support	22-23	84	24,963.12	297.18	289.93 x 1.025 = 297.18
Interfaces MCSO:	22-23	Flat Amt.	15,749.79	Purchase + COLA	15,365.65 X 1.025 = 15,749.79
DOJ-ECARS	22-23				
VINES	22-23				
SSA Electronic Reporting	22-23				
CLETS Integration into Warrants	22-23				
RMS Coplink Feed	22-23				
Livescan Interface	22-23				
Added MCSO Interfaces		Flat Amt.	0.00	Purchase + COLA	?
JMS Coplink Inmate/Charges Feed	22-23				
JMS Coplink Inmate Images/Identifier Feed	22-23				
RMS/JMS Alpha Link	22-23				
JMS Telmate Phone Interface	22-23				
JMS WEB Interface	22-23				
JMS COREMR Interface	22-23				
JMS Health Interface	22-23				
SUBTOTAL SHERIFF'S OFFICE	22-23		185,722.58		

INTERNAL/EXTERNAL AGENCY SOFTWARE SUPPORT 2022-2023

	YEAR	COUNT	COST	FACTOR	NEW RATES
Jail Management Syste SW Support/District Attorney	22-23	45	13,373.10	297.18	289.93 x 1.025 = 297.18
Jail Management Syste SW Support/District Attorney King City	22-23	2	594.36	297.18	289.93 x 1.025 = 297.18
Jail Management Syste SW Support/Probation Department	22-23	40	11,887.20	297.18	289.93 x 1.025 = 297.18
Jail Management Syste SW Support/Revenue Division	22-23	19	5,646.42	297.18	289.93 x 1.025 = 297.18
Jail Management Syste SW Support/Child Support Services	22-23	5	594.30	118.86	115.97 x 1.025 = 118.86
Jail Management Syste SW Support/Dept. Social Services	22-23	6	713.16	118.86	115.97 x 1.025 = 118.86
Jail Management Syste SW Support/Public Defender's Office	22-23	9	2,674.62	297.18	289.93 x 1.025 = 297.18
Salinas PD - Tri Tech Interface	22-23	1	6,109.60	6,109.60	5,960.59 x 1.025 = 6,109.60
Monterey PD - CLETS SW Support	22-23	1	297.18	297.18	289.93 x 1.025 = 297.18
Greenfield PD -CLETS SW Support	22-23	3	891.54	297.18	289.93 x 1.025 = 297.18
SUB TOTAL EXTERNAL AGENCIES	22-23		42,781.48	<i>Billed To & Payments recv'd from other agencies</i>	

GRAND TOTAL SOFTWARE SUPPORT 2022-2023

228,504.06

AMENDMENT #2 TO AGREEMENT A-13561

AMENDMENT #2 TO AGREEMENT A-13561 BY AND BETWEEN COUNTY OF MONTEREY & TRACNET, INC.

THIS AMENDMENT is made to the AGREEMENT A-13561 for comprehensive software management system that serves Sheriff's Office and other county and external partners for the Monterey County Sheriff's Office, by and between **TRACNET, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement February 2018 with a Not to Exceed amount of \$780,016.00 and a term date ending February 22, 2021; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT on January 22, 2021, by adding the \$541,823.00, and extending the agreement with a new term ending date of June 30, 2023, with Amendment 1; and

WHEREAS, the County and the CONTRACTOR wish to amend the AGREEMENT by adding \$350,000.00, and extending the agreement one (1) year with an new ending date of June 30, 2024.

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

1. "PAYMENT PROVISIONS" shall be amended, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$1,671,839.00.*"
2. "TERM OF AGREEMENT" shall be amended by, "*The term of this Agreement is from 2/27/2018 to 6/30/2024.*"
3. EXHIBIT A – Scope of Services shall be amended by replacing Exhibit A-1 with Exhibit A-2, per Amendment #2 (effective July 1, 2022) attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 23, 2018.

TracNet, Inc.

Amount: \$1,671,839.00

Term: 02/23/2018 to 06/30/2024

Page 1

AMENDMENT #2 TO AGREEMENT A-13561

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

MONTEREY COUNTY

DocuSigned by:

Debra R. Wilson

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Contracts/Purchasing Officer

Dated: 6/3/2022 | 9:50 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Gary Giboney

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Deputy Auditor/Controller

Dated: 6/3/2022 | 8:24 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Mr. Grant

454AC3465FD4490...

Deputy County Counsel

Dated: 6/2/2022 | 10:02 PM PDT

TracNet, Inc.

DocuSigned by:

By: *Patrick N. Rolle*

89848A89821D47C...

Signature of Chair, President, or
Vice-President

Patrick N. Rolle, President
Printed Name and Title

Dated: 6/2/2022 | 9:43 AM PDT

DocuSigned by:

By: *Kenneth Rolle*

650B650F2C11460...

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

Kenneth M. Rolle, Secretary
Printed Name and Title

Dated: 6/2/2022 | 9:03 AM PDT

County Board of Supervisors' Agreement Number: **A-13561**.

*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.

TracNet, Inc.

Amount: \$1,671,839.00

Term: 02/23/2018 to 06/30/2024

AMENDMENT #2 TO AGREEMENT A-13561

EXHIBIT A-2

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

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – Effective July 1, 2022

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

Provide Software, Software Licenses and Software Maintenance for the County and its internal and external partners.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$1,671,839.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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

	7/1/2022-6/30/2023	7/1/2023-6/30/2024
	FY 22-23	FY 23-24
Software Maintenance-Sheriff	\$ 196,097.58	\$ 201,000.02
Software Maintenance-Others	\$ 42,781.48	\$ 43,851.02
Software Purchase-Sheriff	\$ 12,600.00	\$ 12,600.00
Software Purchase-Others	\$ 23,861.00	\$ 25,000.00
Interfaces	\$ 30,000.00	\$ 30,000.00
Interface Maintenance	\$ 2,250.00	\$ 3,750.00
total	\$ 307,590.06	\$ 316,201.04

TracNet, Inc.
Amount: \$1,671,839.00
Term: 02/23/2018 to 06/30/2024

AMENDMENT #2 TO AGREEMENT A-13561

All work must be fully scoped and have a price quote and deliverables listed prior to any design/programming work beginning. All programming requests must come from the County's Information Technology Manager, Jennifer Claudel.

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

There shall be no travel reimbursement allowed during this Agreement.

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

B.2 CONTRACTORS BILLING PROCEDURES

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

MCSOSheriff.Fiscal@co.monterey.ca.us

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

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

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

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

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

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

AMENDMENT #3 TO AGREEMENT A-13561

AMENDMENT #3 TO AGREEMENT A-13561 BY AND BETWEEN COUNTY OF MONTEREY & TRACNET, INC.

THIS AMENDMENT is made to the AGREEMENT A-13561 for comprehensive software management system that serves Sheriff's Office and other county and external partners for the Monterey County Sheriff's Office, by and between **TRACNET, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement February 23, 2018 with a Not to Exceed amount of \$780,016 and a term date ending February 22, 2021; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment 1 on January 22, 2021 to extend the agreement with a new term ending date of June 30, 2023 and increase the amount by \$541,823 for a new not to exceed sum of \$1,321,839; and

WHEREAS, the County and the CONTRACTOR amended the AGREEMENT via Amendment 2 on June 3, 2023 to extend the agreement one (1) year with a new term ending date of June 30, 2024 and increase the amount by \$350,000 for a new not to exceed sum of \$1,671,839; and

WHEREAS, the County and the CONTRACTOR wish to amend the AGREEMENT via this Amendment #3 to extend the agreement one (1) year with a new term ending date of June 30, 2025, and increase the amount by \$350,000 for a new not to exceed sum of \$2,021,839

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

1. "PAYMENT PROVISIONS" shall be amended, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$2,021,839"*
2. "TERM OF AGREEMENT" shall be amended by, *"The term of this Agreement is from 2/27/2018 to 6/30/2025."*
3. EXHIBIT A – Scope of Services shall be amended by replacing Exhibit A-2 with Exhibit A-3, per Amendment #3, attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 23, 2018.

TracNet, Inc.

Amount: \$2,021,839

Term: 02/23/2018 to 06/30/2025

AMENDMENT #3 TO AGREEMENT A-13561**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:

Debra Wilson

Contracts Purchasing Officer

Dated: 6/12/2024 | 2:24 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth

Deputy Auditor/Controller

Dated: 6/12/2024 | 2:23 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Michael Wilden

Deputy County Counsel

Dated: 6/12/2024 | 2:22 PM PDT

TracNet, Inc.

By:

DocuSigned by:

*Patrick N. Rolle*Signature of Chair, President, or
Vice-PresidentPatrick N. Rolle, President
Printed Name and Title

Dated: 5/26/2024 | 10:36 AM PDT

DocuSigned by:

By: *Kenneth Rolle*(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*Kenneth M. Rolle, Secretary
Printed Name and Title

Dated: 5/27/2024 | 9:06 AM PDT

County Board of Supervisors' Agreement Number: A-13561.

*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.

TracNet, Inc.

Amount: \$2,021,839

Term: 02/23/2018 to 06/30/2025

EXHIBIT A-3

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

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

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

Provide Software, Software Licenses and Software Maintenance for the County and its internal and external partners.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$2,031,839 across all Amendments for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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

	7/1/2023-6/30/2024		7/1/2024-6/30/2025
Software Maintenance-Sheriff	\$ 201,000.02	Software Maintenance Sheriff/Others	\$ 244,851.04
Software Maintenance-Others	\$ 43,851.02		
Software Purchase-Sheriff	\$ 12,600.00	Software Purchases Sheriff/Others	\$ 37,600.00
Software Purchase-Others	\$ 25,000.00		
Interfaces	\$ 30,000.00	Interfaces	\$ 37,500.00
Interface Maintenance	\$ 3,750.00	Interface Maintenance	\$ 4,500.00
total	\$ 316,201.04		\$ 324,451.04

All work must be fully scoped and have a price quote and deliverables listed prior to any design/programming work beginning. All programming requests must come from the County's Information Technology Manager, Jennifer Claudel.

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

TracNet, Inc.

Amount: \$2,021,839

Term: 02/23/2018 to 06/30/2025

EXHIBIT A-3

There shall be no travel reimbursement allowed during this Agreement.

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

B.2 CONTRACTORS BILLING PROCEDURES

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

MCSOSheriff.Fiscal@co.monterey.ca.us

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

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Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

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

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

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

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