



Monterey County Board of Supervisors

Board Order

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

www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16608

- a. Authorize the Contracts and Purchasing Officer or their designee to execute a non-standard agreement with In Time Services, Inc., dba In Time, retroactive to October 18, 2022, for a time keeping and schedule subscription solution in the amount of \$72,790; and
- b. Authorize the Contracts and Purchasing Officer or their designee to execute amendment 1 with In Time Services, Inc., dba In Time, effective October 18, 2023 through October 17, 2025, in the amount of \$196,304.

PASSED AND ADOPTED on this 10th day of October 2023, by roll call vote:

AYES: Supervisors Alejo, Lopez, Askew, and Adams

NOES: None

ABSENT: Supervisor Church

I, Valerie Ralph, 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 82 for the meeting October 10, 2023.

Dated: October 11, 2023

File ID: A 23-482

Agenda Item No.: 20

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy



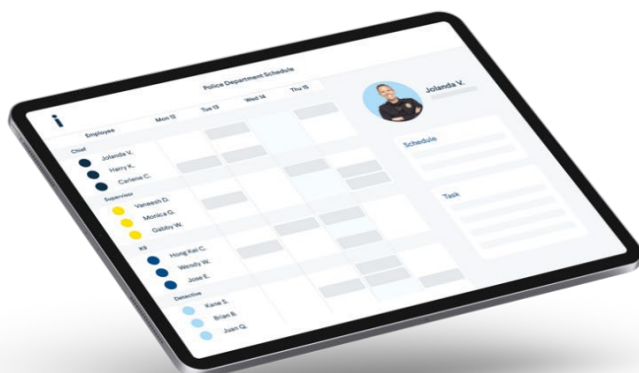
Proposal & Agreement For Monterey County Sheriff's Office

Cloud Hosted Scheduling and Workforce
Management

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Date Issued: Sept 12, 2022

About InTime



InTime is the leading provider of Scheduling and Workforce Management software that's **purpose-built for public safety agencies**. InTime's product offering has been refined through 25 years of experience and in-house development, and proven to meet the needs of over 500 agencies, who trust InTime in helping them work more efficiently, spend smarter, reduce risks and better engage their teams.

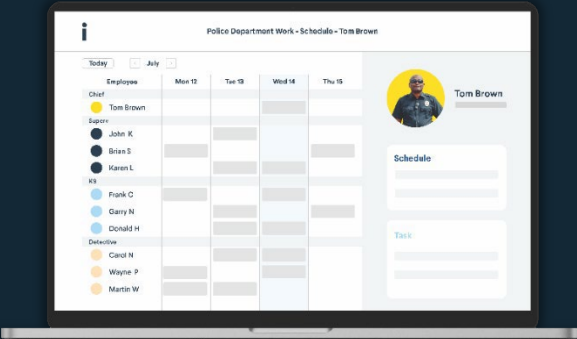
In addition to providing the most robust product offering, InTime brings implementation expertise ensuring rapid time-to-value, effective training, world class customer support, and public safety workforce management thought leadership. Additionally, hundreds of members of InTime's customer community share their experiences and learn from each other at **InTime University**, InTime's annual user conference.

InTime Workforce Management Platform

InTime understands the unique workforce management needs of the various roles within a public safety agency and has optimized the software accordingly. This includes insightful analysis and reporting for **Command**, an efficient suite of scheduling and related tools to ensure **Operations** is highly effective, accurate and efficient, and an easy to use online and mobile experience for **Staff** to have instant visibility of, and the ability to request changes to, their individual schedules

i Time[®]

Workforce Management Platform





**Scheduling
Timekeeping**



**Shift
Bidding**



**Overtime
Management**



**Leave
Management**



**Training &
Certifications**



**Court &
Subpoena**



Operations

- Efficient Scheduling
- Automated Timesheets
- Equitable Shift Posting
- Minimum Staffing
- Manage Approvals
- Special Events



Command

- Data-driven Decisions
- Reduce Labor Complaints
- Overtime Cost Management
- Employee Fatigue
- Risk Mitigation
- Accountability



Staff

- Mobile App Access
- Real-time Schedule
- Timesheets Submission
- Overtime Sign-Up
- Push Notifications
- Leave & Swap Requests

Making Better Agencies

InTime customers have experienced significant returns on their investment in the forms of reduced costs and risk, while improving efficiencies, better ensuring compliance and enhancing agency-wide communication.

46%

Reduction in court-related Overtime across 23 member agencies

Integrated Law & Justice for Orange County

100%

Visibility of schedule history, changes and reasons

North Dakota DOC

90%

Reduction in time spent managing Overtime

Winnebago County Sheriff

50%

Reduction in Overtime costs

Azusa Police Department

"Now, I might send out 20 [shifts] on a Thursday and by Thursday night, have those 20 shifts signed up for, within 10-15 minutes."

– Lieutenant, South San Francisco Police Department

"Using InTime to manage Secondary Duty, I am able to have full accountability for all my officers and offer better customer service to clients requesting off duty."

– Chief, Bluffton Police Department

"Before, I had 3 or 4 different sheets that I had to update to keep everything accurate. Now, everything is in one place and it's easy to transfer officers from one shift to another. It's beyond belief how much time and money is saved."

– Lieutenant, Toledo Police Department

Your Stated Objectives

Through discussions with your agency, we understand the following to be Monterey County Sheriff's primary objectives as they relate to making improvements for the agency, through the implementation of an advanced workforce management platform purpose-built for public safety.



Spend Smarter

- Gain greater visibility to overtime expenditures by type, reason or approver to identify inefficiencies and opportunities to reduce costs.
- Enabling the entire scheduling function, including creation and modifications to be completed in a fraction of the time, while also notifying all affected employees through real time push notifications.
- Quickly identifying eligible employees for open shifts, saving time and preventing scheduling of non-eligible staff.
- Ensuring minimum staff counts while also not over-staffing when not needed.



Work More Efficiently

- Post, find, and fill shifts significantly faster, more accurately, and in an equitable manner.
- Enable real time visibility of shift vacancies weeks or a month in advance, for better informed planning and decision making.
- Ensuring more efficient and accurate scheduling to prevent errors and wasted employee time.
- Automated completion of timesheets to ensure greater accuracy (no redundant data entry) and significant time savings for all staff.



Reduce Risk

- Ensuring staff shift assignments meet union rules and/or other organization policies
- Automated alerts to flag for issues related to training/certification, fatigue, and assignment type compliance to prevent inappropriate scheduling
- Automation of timesheets to reduce likelihood of non-compliant timesheet processes



Engage Your Team

- Improved communication across the organization with scheduling notifications via a rich mobile experience (mobile optimized web browser, or iOS and Android App)
- Instant visibility to available Overtime postings
- Staff can quickly make requests for leave or shift trades and receive approvals via mobile alerts or email
- Supervisors can facilitate request approvals/rejections via web including smartphone

Proposed Solution Components

Scheduling via Software-as-a-Services (SaaS) is the core of the proposed solution to address your agency's primary objectives, but there is far more to agency success than just signing up to use a scheduling software service. The following outlines the proposed solution components, that collectively, provide a holistic approach to successfully addressing your agency's objectives.

Software-as-a-Service (SaaS)

InTime is provided via an annual subscription model and hosted on Amazon Web Services (AWS).

Public Safety agencies have many complex processes related to scheduling and timekeeping. InTime, through providing solutions for hundreds of public safety agencies for 25 years, has seen just about every unique scheduling process. With this knowledge, InTime continuously enhances the software to be the most robust and efficient on the market. While many entry-level products struggle to adapt to complex public safety agency processes, it is InTime that provides the robust software offering that just works.



InTime Architecture

InTime is cloud hosted and provides the primary software capabilities, security, administration, and data storage. InTime is hosted on Amazon Web Services (AWS) in a Multi-Availability Zone deployment that synchronously replicates the data to a standby instance in a different Availability Zone, and provides the premium standard for reliability and security.

InTime is accessed via the following tools, **all of which are included with the InTime subscription.**

InTime Desktop

A robust client easily installed on the computers of the schedulers or others in management, that provides secure access to the core product for scheduling and related capabilities, administration, and reporting.



InTime Mobile

Available for both **Android** and **iOS**, a rich Mobile App for staff to:

- view individual and team schedules
- sign up for shifts, overtime and extra-duty
- submit leave requests
- request shift trades
- punch-in punch-out (geo-fenced)
- receive mobile alerts



InTime Web

A mobile optimized web browser experience for use on computers, tablets or smartphones, where staff can:

- view individual and team schedules
- sign up for shifts, overtime and extra-duty
- submit leave requests
- request shift trades
- And supervisors can approve/reject requests



Software Modules and Related Services



Scheduling System

The Scheduling System is the foundation of InTime and can be complemented with any or all of InTime's optional integrated modules to provide a complete solution to meet your organization's objectives.

Public safety agencies have many complex processes related to scheduling.

InTime's Scheduling system has been enhanced over 25 years to provide most robust offering on the market that addresses most every unique process for public safety scheduling.

While many entry-level products struggle to adapt to complex public safety agency processes, it is InTime's Scheduling offering that just works.

[Learn more here](#)

Attributes Include:

- Overtime tracking, posting and reporting
- Minimum staffing indicator
- Email notifications
- Integrated special duty assignments
- Integrated training assignments
- Customizable daily rosters
- Comprehensive employee profile
- Skills and attribute tracking
- Employee Staff filters
- Over 100 standard and highly configurable reports
- History tracking
- Supervisor leave approvals



Timekeeping Module

With scheduling at the core, all your employee data, complex pay rules, and overtime information are built into your schedule and pushed automatically to Timekeeping . Employees can submit overtime and activity slips for approval.

[Learn more here](#)

Attributes Include:

- Timesheets populated automatically from Schedule
- Electronic overtime requests
- Employee timesheet verification
- Supervisor activity and timesheet approvals (up to 3 levels)
- Generic .CSV Payroll Export
- Payroll specific timecard print outs

Professional Services



Implementation Services

InTime's Implementation team is comprised of former public safety officials who are experts in the nuances of complex scheduling, timekeeping and change management. Using a proven framework for organizational success, they lead new InTime customers to ensure the software is configured to address our customer's processes and objectives. The implementation process includes the customer assuming some of the tasks, and in doing so helps the customer develop a body of product knowledge that is beneficial for on-going product usage. Implementation services are delivered remotely via Zoom or other web meeting tools.

Implementation Deliverables for Scheduling

- InTime Project Management throughout set-up process
- Preliminary Setup for the Customer Project Team system access
- Importing your Employee Profile Data into InTime
- Setting up your Leave Types and Ranks in InTime
 - Setting up an Email Server Account for Notifications from the system to your employees
- Setting up an SMS Account, if required, for text notifications
 - Coaching and directing Customer Project Team through the following Setup Tasks:
- Setting up Fatigue Rules
- Defining rules for when shifts overlap
- Set up any applicable FLSA overtime rules for each Work Group
- Building a Unit Structure to mirror the Customer's Organizational setup
- Configuring Employee Attributes that define employee skills, abilities, certifications, restrictions, and training
- Completing the Employee Profile setup:
 - Assigning the previously defined Employee Attributes to individual employees
 - Assigning ranks to individual employees
 - Assigning employees to their specific Work Unit and Work Group
- Entering all Shifts and Activities for every Work Unit
- Entering all Internal and External Locations where employees work
- Connecting the applicable Shifts and Activities to the Locations
- Entering custom data fields to allow for tracking and reporting of tagging information in those custom data fields
- Defining all of the reason's employee work overtime
- Defining any Differential Pays employees receive
- Defining any situations where employees are unpaid
- Defining any situations where employees are paid on a standby basis
- Entering the names of all Customers (entities that hire your employees or use your employees outside normal assignments)
- Setting up Employee Filters that allow you to define sub-sets of employees based on Work Unit, Rank, and/or Attributes

- Setting up required Coverage Levels for various Work Units (minimum staffing levels)
- Defining the reasons for rejecting Leave Requests, declining assigned Overtime, and for cancelling assignments
- Setting up the rules to sort-order and organize a list of employees to assist in the equitable distribution of voluntary and mandatory overtime assignments
- Setting up all of the scheduling shift patterns worked in the organization (days on and days off with properly assigned shifts and locations)
- Assigning the defined shift patterns to every Employee
- Loading the Master Template Schedule into the Work Schedule
- Marking up the Work Schedule with rulers to define pay periods and highlight holidays or any special day on the calendar
- Setting up required staffing positions at locations, whether regular duty posts or extra duty assignments
- Setting up automatic Notifications to an employees for specific scheduling tasks, such as approving or rejecting requests
- Setting up reminders and allowing employees to acknowledge those reminders; along with additional notifications when reminders are ignored.
- Setting up Time Bank Accruals in InTime to mirror the master Time Bank Accrual setup in a payroll system
- Setting up Roles for the Schedulers that define their specific permissions as to what they can see and what they can edit
- Building custom Daily Roster Reports that populate data from a single day showing who is working and where, as well as those on Leave
- Activating InTime Web and InTime Mobile and defining rules for what data is available in those environments
- Configuring a training environment to allow users to train on using the system without affecting the production schedule
- Explaining how to close and lock down the schedule to changes

Implementation Deliverables for Timekeeping Module

- Coaching and directing Customer Project Team through the following Setup Tasks:
 - Entering Codes & Reference Values for:
 - Leave Types
 - Activities & Shifts
 - Work Locations
 - Work Units
 - Overtime Reasons

InTime Scheduler Training Course

InTime's training experts deliver training with the agency's unique processes and goals in mind. As opposed to a fictitious "canned" training environment, InTime's customers are trained in their own InTime system that has already been tailored for their unique processes. Training is delivered remotely (web meeting). On-site training may be available for additional fees. InTime also provides a suite of online training refresher videos with step-by-step instructions for no additional fees.

All Training Courses have a maximum class size of 10 staff.

Scheduler Training Course Deliverables:

- Training conducted in the customer's InTime Training Branch that has been tailored for the customer during the implementation process, to ensure an effective and pertinent training environment
- Train Schedulers on use of InTime from Employee perspective:
 - Accessing InTime Web and InTime Mobile for:
 - Viewing Schedules
 - Submitting Requests (Timesheet, Activity, Leave, Trades)
 - Overtime Assignment Sign-up
 - Profile Display
 - Preferences & Availability
- Train Schedulers on use of InTime from Scheduler perspective:
 - Accessing the InTime Desktop for:
 - Viewing the Work Schedule (multiple options)
 - Daily, one week, two weeks, three weeks, four weeks, one month
 - Unit View, Employee View, Location View, Activity View, Agent Views
 - Filtering for any sub-set of employees, locations, or activities
 - Editing the Work Schedule
 - Making Assignments
 - Clearing Assignments
 - Creating Tasks
 - Setting up Reminders
 - Assigning & Clearing Leave
 - Assigning & Tracking Overtime

- Scheduling sub-assignments (assignments within an assignment)
- Viewing and editing Employee Profile data
- Sending Notifications via SMS or Email to any sub-set of employees
- Reporting capabilities for Employees, Schedules, Attendance, Payroll, Billing, Notifications, Assets, Training, Licensing, SMS Usage, User Logins, Web Services, and Timekeeping Exporting
- Tagging Assignment with Tracking information for reporting
- Assigning Assets on a per-assignment basis
- Using the History feature (complete audit trail for scheduling changes)
- Posting available overtime assignments to the Web portal and Mobile Apps to specific employee groups qualified to work the assignment
- Filling assignments and overtime (voluntary & mandatory) using Find List Organizers and Calculators configured to your policies
- Approving or rejecting incoming employee requests:
 - Leave Requests
 - Activity Requests
 - Court Requests
 - Timesheet Requests
 - Shift Trade Requests

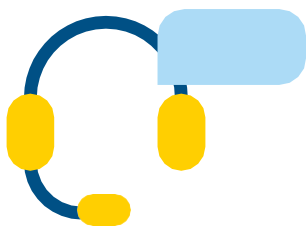
InTime Additional Module

Training Course Deliverables

In addition to the training referenced above, your schedulers and administrators will receive additional training to learn how to best utilize the following integrated module(s), upon completion of the InTime Scheduler Training Course:

Timekeeping Module

- Submitting Activity Requests via the InTime Web or Mobile Apps
- Approving and Rejecting Activity Requests in the Work Schedule
- Submitting Timesheets via the InTime Web or Mobile Apps
- Checking Timesheets for Conflicts (Timesheet and schedule not in sync)
- Generating Timesheet Reports
- Approving and Rejecting Timesheets in the Work Schedule
- Dealing with Activity Requests that reduce the assignment period
- Generating Time Card Reports
- Generating Timekeeping CSV Export Reports



Customer Support

Invariably, customer organizations will need a helping hand or expert insights in solving complex challenges with their scheduling and timekeeping. InTime's Customer Support team is trained to guide our customers to use the software in the best way to address their challenges.

Customers also automatically have access to software updates as they are released.

Attributes include:

- Unlimited Help Desk Support during business hours
- 24/7 critical support
- Online customer community hub
- Online "refresher" video library available 24/7
- Automatic software updates including written and video instructions for new features

"The responsiveness, the thoroughness, the explanations, and the care...InTime's Support is phenomenal. I don't believe you'll find any comparison between the customer support; that's really what makes the software that much more magnificent". Lt. Michael Howard
(Novato Police Department)



InTime University (Annual User Conference)

We invest in your success with InTime University.

Once a year, InTime invites all its customers to a three-day user conference event at a major USA city. The agenda includes product training sessions, customers sharing their case study stories, public safety industry speakers, and an opportunity to network with like-minded public safety officials to exchange experiences and ideas.

There's only one catch - all attendees need to be InTime customers.

InTime makes a significant investment in this event to help keep customer registration fees affordable.

We look forward to hosting you at the next conference. [Listen to what attendees say](#)

InTime Solution Pricing

Annual Subscription For: 468 Employees

SCHEDULING MODULE (\$72/emp/year)	\$33,696/Year
TIMEKEEPING MODULE (\$36/emp/year)	\$16,848/Year
CUSTOMER SUPPORT AND MAINTENANCE	Included
SECURE HOSTING	\$1,800/Year
<ul style="list-style-type: none">Top tier cloud service providerAutomatic failoverReal time data redundancy	
REMOTE PROFESSIONAL SERVICES	\$15,163
Implementation Services for modules listed above	(one time fee)
<ul style="list-style-type: none">Unique Implementation for the following groups<ul style="list-style-type: none">PatrolCorrections	
2 Training Course for Schedulers for the services and modules listed above.	\$6,633 (One time fee)
All Training Courses have a maximum class size of 10 staff.	

First Fees:	\$50,544
Implementation Services:	\$15,163
Completion of Discovery & Pre-Config and phases 1-2	\$7,581
Completion of phases 3-5	\$7,581
Training Fees (Course 1):	\$3,316
Training Fees (Course 2):	\$3,316

Notes

1. All prices are in US Dollars.
2. This proposal is valid for 30 days.
3. Fees are exclusive of any and all applicable taxes and duties, including withholding taxes.
4. Payment for the subscription fee and for professional services (if any) are net thirty (30) days from date of invoice.
5. InTime's T&Cs is Attachment A, Attachment B insurance information, Appendix A support level definition.
6. InTime's Implementation Phases/Schedule attached to this proposal.
7. Invoicing schedule is per the following:

Subscription Fee: Upon contract signing and annually on contract date anniversary





Implementation Services: To be billed upon completion of phases per previous page

Training: Upon completion of training

Acceptance of Terms

To indicate acceptance of the terms of this proposal, either issue InTime a purchase order referencing this proposal for the amounts indicated or sign the document on the spaces indicated below.

Both parties have read and agreed to the terms and conditions of this proposal:

County of Monterey	DocuSigned by:  <small>7B741937AA0B41B...</small>	10/18/2022 11:11 AM PDT
Customer Organization Name	Authorized Signature	Date
DocuSigned by:  <small>454AC3465FD4490...</small> Irv Grant, Deputy County Counsel IV	DocuSigned by:  <small>811C333563B9474...</small> Gary Giboney, Chief Deputy Auditor-Controller	10/18/2022 11:09 AM PDT
InTime Services Inc.		Sept 26, 2022
Vendor Name	Authorized Signature	Date

Attachment A

InTime MCSO Proposal Terms and Conditions

- A. InTime Services, Inc. (hereinafter "InTime") provides an application for scheduling personnel as a service delivered over the Internet ("Services") to The County of Monterey, a political subdivision of the State of California (hereinafter "Customer"). The application is proprietary to InTime.
- B. In conjunction with such Services, InTime also provides Support to its Customers to allow them to use the Service.
- C. Customer desires to obtain such Services from InTime.
- D. Customer hereby engages InTime to perform, and InTime hereby agrees to perform, the services described in this Agreement in conformity with the terms of this Agreement.

1. DEFINITIONS

1.1 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is:

- a. at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient;
- b. already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;
- c. following the Effective Date is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and
- d. developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

1.2 "Customer" means the County of Monterey, a political subdivision of the State of California.

1.3 "Agreement" means this document, provided by InTime to Customer containing a price quote, setting out the term and if applicable, specifying applicable governing law.

1.4 "Support" means technical support provided by InTime to Customer relating to Customer's use of the Services, on a remote basis by telephone, e-mail, and fax, and optionally at the Customer's site, and is subject to the availability of support personnel and facility infrastructure services. Such support includes problem diagnosis, consultation, dial-in diagnosis services, and problem resolution with the Support levels defined in Appendix A.

2. SERVICES

2.1 InTime will provide the Services to Customer in accordance with applicable laws and regulation. The Services will be provided on the following basis:

- (a) InTime will use commercially reasonable efforts to make the Services available 24

hours a day, 7 days a week, except for:

- (i) planned downtime (and InTime will give Customer at least 72 hours notice of such downtime and will attempt to schedule such downtime to the extent practicable during weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or
- (ii) any unavailability caused by circumstances beyond InTime's reasonable control.

2.2 Under no circumstances can Customer allow other commercial entities to access the Services. Customer is prohibited from providing or repurposing the Services to other parties in any manner, including as a service bureau or application service provider.

2.3 Violation of any of the terms of this Agreement or use of the Services in a way that breaches applicable law or regulation in any way entitles InTime to terminate this Agreement and Customer's access to the Services. InTime will give its Customers written notice of such breach. If such breach is not corrected in 30 days InTime may terminate this Agreement. PLEASE NOTE THAT INTIME STRICTLY ENFORCES THIS POLICY AND WILL PROSECUTE ANY VIOLATION OF THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

2.4 It is Customer's own responsibility to:

- (a) provide for its own access to the Internet, arrange for secure Internet access therefore and pay any service fees associated with such access;
- (b) be responsible for the accuracy, quality, integrity and legality of data which is processed using the Services, including the exclusion of Social Insurance Numbers (SIN) and Social Security Numbers (SSN), and of the means by which such data was acquired;
- (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify InTime promptly of any unauthorized access or use;
- (d) use the Services only in accordance with any documentation and applicable laws and regulations.

2.6 Customer may not use InTime trademarks such as "InTime" without the prior written permission of InTime. InTime may not use Customer trademarks such as the Monterey County Logo or any other trademarked Customer material without prior written permission of Customer.

2.7 No other services are provided with the Service unless agreed to otherwise by InTime and the Customer.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE SERVICES ARE PROVIDED "AS IS, WHERE IS" OTHER THAN AS SET OUT IN SECTION 5. INTIME DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. InTime's and Customer's total aggregate liability shall not exceed the limits of their respective insurance policies.

4. OWNERSHIP CONFIDENTIALITY AND USE LIMITATION

4.1 Ownership

- (a) Subject to the limited rights expressly granted under this Agreement, InTime reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer under this Agreement other than as expressly set forth with respect to limited rights to use the Services.
- (b) Customer shall not (i) permit any third party to access the Services except as expressly permitted, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own internal non-publicly accessible networks or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- (c) As between InTime and Customer, Customer exclusively own all rights, title and interest in and to all of Customer's data.

4.2 Confidentiality - The following terms apply to Confidential Information and the ownership thereof.

- (a) All Confidential Information is owned by the respective parties.
- (b) Neither party will, at any time whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing.
- (c) Each party will hold in confidence and not disclose any Confidential Information of the other party. All Confidential Information will be maintained in confidence by the Recipient, will not be disclosed to any person or entity in any way except as provided in this Agreement, and will be protected with the same degree of care the Recipient normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.
- (d) The Confidential Information may be disclosed by the Recipient only to those employees, directors, officers, auditors or consultants of the Recipient having the need to receive such Confidential Information for the purposes of this Agreement, provided the recipients of such Confidential Information are already bound by written confidentiality and non-disclosure obligations similar to those undertaken by the Recipient under this Agreement. The Recipient shall immediately give notice to the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Confidential Information.
- (e) To the extent the Recipient is required to disclose any Confidential Information pursuant to a valid subpoena or other applicable order by a governmental agency or judicial body or by operation of law, the Recipient will promptly notify the Discloser in writing of the existence, terms and circumstances surrounding such disclosure (except as prohibited by law) so that the Discloser may seek a protective order or other appropriate remedy from the proper authority. The Recipient agrees to reasonably cooperate with the

Discloser in seeking such order or remedy at Disclosure's cost and expense. The Recipient further agrees that if the Recipient is required to disclose any Confidential Information, the Recipient will furnish only that portion of the Confidential Information that is legally required and will reasonably cooperate with Disclosure's efforts to obtain reliable, written assurances that confidential and legally compliant treatment will be accorded to such Confidential Information

- (f) The obligations of confidence contained herein will survive termination or expiry of this Agreement.

5. REPRESENTATION AND INDEMNIFICATION

5.1. Indemnification by InTime – InTime shall indemnify, defend, and hold harmless Customer, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by InTime and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Customer. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Customer. InTime shall reimburse Customer for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which InTime is obligated to indemnify, defend and hold harmless Customer under this Agreement.

5.2 Exclusive Remedy - This Section 5 states InTime's sole liability to, and Customer's exclusive remedy against InTime for any type of Claim described in this Section.

6. TERM AND TERMINATION

6.1 Term – This Agreement shall begin upon execution and continue for the term of one year. The Term may be extended through a mutually executed written amendment to this Agreement. Customer may terminate this Agreement at any time without cause upon 30 days written notice.

6.2 Termination - This Agreement shall terminate in each of the following events:

- (a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written demand therefore; or
- (b) immediately, at the option of the non-breaching party if either party breaches section 4.1(b) or 4.2 of this Agreement; or
- (c) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof or
- (d) on the occurrence of the events set out in section 7.4 provided that the right of termination shall be in addition to all other rights and remedies available to the parties for default or wrongdoing by the other.

6.3 Suspension of Obligations - If either party should default in the performance or

observance of any of its obligations, then, in addition to all other rights and remedies available to the non-defaulting party, following the default and expiration of an applicable cure period, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied.

6.4 Refund for Termination of Agreement for cause – If this Agreement is terminated for cause by Customer, then InTime shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by InTime, Customer shall pay any unpaid fees through the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to InTime for the period prior to the effective date of termination.

6.5 Return of Customer Data - Following termination of the Agreement, InTime will provide read-only access to Customer's data for a period of six months without charge and provide an export of customers data in a standard format as mutually agreed to by Customer and InTime. After such period, InTime shall have no obligation to maintain or provide any of Customer's data and may, unless legally prohibited, delete all of Customer's data in InTime's systems or otherwise in InTime's possession or control.

7. GENERAL

7.1 This Agreement contains the whole agreement between InTime and Customer relating to the Services.

7.2 InTime may assign this Agreement in connection with a merger, amalgamation or corporate re-organization involving InTime, or in connection with the sale of all or substantially all the assets of InTime or to an affiliate or wholly-owned subsidiary of InTime.

7.3 This Agreement may only be modified through a mutually executed written amendment.

7.4 InTime reserves the right to suspend the Services for repair, maintenance, and/or upgrade work. Unless InTime cannot do so for security or other reasons beyond our reasonable control, InTime will give Customer reasonable notice of such suspension.

7.5 This Agreement is governed by the laws of the State of California, United State of America. All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration or mediation. The place of arbitration or mediation shall be Monterey County California, United States of America.

7.6 The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

8. PAYMENT PROVISIONS

8.1 InTime shall submit invoices upon execution of this Agreement and annually on the anniversary date of this Agreement for any renewal terms.

8.2 All invoices shall set forth the amounts claimed by InTime Services, Inc., together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The Customer shall certify the invoice, either in the amount requested or in such other amount as the Customer approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

8.3 Pricing is exclusive of any and all applicable taxes and duties, including withholding taxes. All Prices are in US Dollars. No travel costs shall be reimbursed through this Agreement.

8.4 The maximum amount payable by Customer to Intime under this Agreement shall not exceed the sum of seventy-two thousand three hundred thirty-nine dollars (\$72,339.00) per InTime Solution Pricing, page 23 of this Agreement.

9. INSURANCE

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

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

9.1.2 Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

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

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

9.1.5 Cyber liability –InTime shall carry and maintain cyber liability insurance with limits of not less than the amounts set out in Attachment B covering claims involving privacy violations, record holder breach notification costs, privacy breach remediation costs, privacy regulatory actions, fines and penalties, theft of confidential or protected information, damage to or destruction of electronic information, restoration or retrieval of electronic information, intentional and/or unintentional release of private or confidential information, alteration of electronic information, ransomware, extortion and network security.

ATTACHMENT B - INSURANCE

Data Breach and Privacy Cyber Liability

Provider shall maintain at all times during the provision of Cloud Services, and as otherwise required herein, data breach and privacy cyber liability insurance in a manner consistent with section 9.1.5 with limits of no less than \$5,000,000 per claim and \$5,000,000 in the aggregate provided that limits for the following specific scheduled specific items are limited to the following:

1. Privacy Regulation Proceeding \$ 1,000,000 per claim \$ 1,000,000
2. Privacy Event Response \$ 1,000,000 per claim \$ 1,000,000
3. Cyber Crimes
 - i. Data Restoration \$ 250,000 per claim \$ 250,000 aggregate
 - ii. Network Restoration \$ 250,000 per claim \$ 250,000 aggregate
(Including Bricking)
4. Business Interruption \$ 250,000 per claim \$ 250,000 aggregate
5. Computer Extortion \$ 250,000 per claim \$ 250,000 aggregate
6. Regulation Investigation \$ 250,000 per claim \$ 250,000 aggregate.

9.2 Other Insurance Requirements Commercial general liability, automotive liability, and cyber liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of InTime's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Customer and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by InTime's insurance.

Appendix A of Attachment A to Agreement – Support Level Definition

All Customer requests for Support shall be managed as described below. The degree of InTime's responsiveness ("Severity") shall be based on the nature of the initial Customer Support request. The Customer will always make every effort to respond in a timely fashion to requests from InTime for assistance in providing Support.

"Normal Support Hours" are 6:00 AM through 5:00 PM (Pacific Time), Monday through Friday, excluding statutory holidays.

Critical Severity	Available: 24 hours/day, 7 days/week, via special toll-free number in North America.
Description:	A Customer detected critical Software error that renders the entire live InTime production system, or an essential part of it, inoperable or "down".
Initial Response:	All support requests will be dispatched with call details and problem description within 5 minutes of receipt of support request. During Normal Support Hours, warm transfer immediate response if an InTime Support representative is available, otherwise a callback response within 15 minutes average, one (1) hour maximum. Outside of Normal Support Hours a callback response within eight (8) hours average, sixteen (16) hours maximum.
Resolution Response:	Once an InTime Support representative has made contact with the customer regarding the support request, InTime will work continuously to return the InTime production system to normal "up" operation, with an average resolution time of not more than eight (8) hours.
Chargeable Service:	If the Critical Severity support service is used by the Customer for non-critical support then the service is chargeable at InTime's current hourly support service rates.

High Severity	Available: Normal Support Hours
Description:	A Customer detected non-critical Software error in a module of the live InTime production system, which seriously impairs system operation but does not render it "down". Non-critical Software errors exclude cosmetic, documentation, or reporting problems, and also questions regarding the operation of the software, its installation or training.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within two (2) hours. However if the request is made within the last hour of the day or after the close of day, then within the first two (2) hours of the next Normal Support Hours day.
Resolution Response:	InTime will work continuously to restore system operation within Normal Support Hours.

Normal Severity	Available: Normal Support Hours
Description:	All other Support requests not described above.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within four (4) hours. However if the request is made within the last four hours of the day or after the close of day, then within the first four (4) hours of the next Normal Support Hours day.
Resolution Response:	InTime will correct documentation errors in upcoming releases of the documentation. InTime will provide Software error corrections in the course of its standard development and upgrade methodology for the Software.

Implementation - Configuration Phases

Contract Signing	Project Start Date:	
Discovery & Pre-Configuration Work		Completed
Discovery Request Sent & Received		
Change Management Doc Sent - Stakeholders Needed		
Instance Ordered		
Set up Support Username & Add Daily Sched. Role		
Basic Setup Done (Branches/System Set. in place)		
Complete AWS Email Verification & Test		
Employee CSV Reviewed & Loaded		
Agency Logo Installed		
Ranks and Leaves Entered		
Date:		Completed
Kick-off Meeting (Project Manager Handoff)		
Review Handoff & Change Mgmt Doc's in Mtg		
Configure Admin Users w/Passwords		
Send Log-in Info to Customer		
Review all System Settings		
Date:	Trained	Completed
Phase 1 (Configuration)	Week 1	Week 2
- Confirm that Change Messaging has gone out to agency		
- Review "Plan for Changeover" in Change Doc		
- Close Shift & Not Worked Settings		
- Configure Unit Structure		
- Configure Work Groups		
- Set Default Work Group		
- Configure Employee Attributes & Values		
Train on Employee Data Attachment		
- Ranks (If not done w/import)		
- Unit		
- Work Group		
- Attribute Values		
Date:	Trained	Completed
Phase 2 (Configuration - Continued)	Week 2	Week 3
- Review the "Communications Needed" Change Mgmt		
- Configure Activity & Shift Data		
- Configure Hours Modifiers		
- Configure Locations & Sub Locations		
- Configure Customers		
- Configure Attribute Restrictions/Permissions		
Date:	Trained	Completed
Phase 3 (Configuration and System Setup)	Week 3	Week 4
- Configure Location - Activity Filtering		
- Configure Tracking Categories		
- Configure Schedule Rulers		
- Configure Location Attribute & Values		
- Configure Notifications Filters		
Template Schedule		
- Pattern Setup		
- Include Breaks & Differential Hrs		
- Assigning Patterns to Employees		
Date:	Trained	Completed
Phase 4 (System Setup - Continued)	Week 4	Week 5

- Reminder to Message Project Progress to Org.		
- Load Template into Work Schedule		
- Turn on Access to InTime Web		
- Unit / Location Coverages Setup		
- Configure Filters (Employee & Demand)		
- Review Decline & Rejection Lists		
- Review Cancel Reasons		
- Review Post Fill Override Reasons		
- Configure Find List Organizers		
- Configure Find List Usage Calculators		
- Mandatory List P.A. Proximity F.A. Proximity		
- Configure Weekly Demand		
- Provide Web & Mobile App Videos for Distribution		
Date:	Trained	Completed
Phase 5 (Final Schedule Configuration)	Week 5	Week 6
- InTime Web Log-in and Basics		
- Add Users		
- Create and Assign Roles		
- Turn Over System Admin User:		
- Configure Time Banks		
- Assign Time Banks to Employees		
- Configure Daily Roster Format & Tables		
- Configure Training Branch Data		
- Provide Scheduler Download & Log-in Instructions		
- Send Model Policy		
- Provide Manuals, Guides, Basic Videos		

SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

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. This document does not replace an Agreement.

“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.

“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.

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. 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.

In an effort to expedite sole source/brand requisition requests through Contracts/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, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

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.

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

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

In Time Services, Inc., dba In Time

Revised:
April 21, 2022

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, Contracts/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.

If you are requesting a particular vendor, brand, or product, you must make this fact clear on your request. 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.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

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

Please make copies of the Criteria for Sole Source/Brand form for your future use.

County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date 9/21/2022

1. Please indicate the following:

Procurement: ☐ Goods
☒ Services

Description of Item: Cloud Hosted Scheduling System

(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 the 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.

Sole Source/Sole Brand Request is not an Agreement.

2. Vendor Selection:

☐ Preferred Vendor
☒ Sole Source

Vendor Name: In Time Services, Inc., dba In Time
Address: 1465 Slater Road City: Ferndale State: WA
Phone Number: (778) 655-6499 Fax: ()
Contact Person: Ian Komnenic Title: Account Executive
Federal Employer #: 98-1458195

In Time Services, Inc., dba In Time

Revised:
April 21, 2022

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 based on the service they are currently providing to the Emergency Communications/911. The system is designed for public safety agencies and has a proven history. The system is able to communicate with the County's HRM Payroll system which will eliminate repetitive work, making the payroll process more streamlined and efficient.

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?

The system is the only system that can successfully communicate with the County's HRM system, in addition the system is designed for public safety operations. InTime is the only solution designed for the complex scheduling needs and InTime has created a workforce scheduling application with a unique combination of both post based scheduling for custody staff and unit based scheduling for patrol staff. InTime designs and manufactures its own software and is its sole distributor.

c) Why are these specific features/qualifications required?

MCSO is 24/7 as such, we are in need of a usable system which can allow for all the different schedules that MCSO has. InTime's system was designed for public safety agencies, their system will be utilized for that purpose, patrol and the jail. InTimes scheduling and time keeping are within the same solution, so there is no need to go to a different application in order to do your schedule or submit your time.

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

Kronos cannot communicate with County HRM payroll system and County ITD stated that it was cost prohibited to try and develop a system at this time.

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

The kronos system is unable to communicate with the County HRM system and ITD states that it is cost prohibited at this time. Other vendors have been non-responsive and to our knowledge unable to provide scheduling and time keeping in the same environment or communicate with the County HRM system

In Time Services, Inc., dba In Time

Revised:
April 21, 2022

- 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 InTime solution can communicate with the County HRM system, which will prevent repetitive work

- g) Estimated Costs:

\$72,340.00

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

☐

No

☒

Yes (Please describe)


MCSO currently has to manually enter information into the County HRM system, which is not efficient and has the potential for numerous errors

MCSO is a 24/7 operation with varying shifts

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.

DocuSigned by:

6360863792FB430...
Requestors Signature

9/21/2022 | 2:49 PM PDT
Date

DocuSigned by:

C8786B8862B54C5...
Authorized Signature by Department Head

9/21/2022 | 2:57 PM PDT
Date

DocuSigned by:

9B465FF632F442B...
Approved by Contracts/Purchasing Officer

9/22/2022 | 7:40 AM PDT
Date

AMENDMENT 1

**To Agreement by and between
County of Monterey, herein after referred to as “County”
And**

In Time Services Inc., dba In Time, herein after referred to as “Contractor”

THIS AMENDMENT is made to the AGREEMENT for time keeping system and support services for the Monterey County Sheriff/Coroner’s Office, by and between **IN TIME SERVICES, INC., DBA IN TIME**, 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 on October 18, 2022 with a Not to Exceed amount of \$72,790; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by adding \$123,514 and extending the Agreement by two (2) year with a new term ending date of October 17, 2025.

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

1. This Amendment is effective October 18, 2023 through October 17, 2025.
2. *The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$196,304.*
3. Exhibit – Exhibit A, per Amendment 1, hereto attached.
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 October 18, 2022.

In Time Services, Inc., dba In Time
Amount: \$196,304
Term: 10/18/2022 – 10/17/2025

AMENDMENT 1

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

MONTEREY COUNTY

DocuSigned by:

Debra R. Wilson

7B741937AADD41B...

Contracts/Purchasing Officer

Dated: 10/16/2023 | 12:30 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Jennifer Forsyth

4E7E657875454AE...

Deputy Auditor/Controller

Dated: 10/16/2023 | 12:27 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Derin Murphy

A66CE20520D3477...

County Counsel

Dated: 10/16/2023 | 12:02 PM PDT

In Time Services, Inc., dba In Time

DocuSigned by:

Jason de Boer

8D5095748D90413...

Signature of Chair, President, or
Vice-President

Jason de Boer, Vice President, Sales
Printed Name and Title

Dated: 10/13/2023 | 10:34 AM PDT

DocuSigned by:

Jeff Lacey

41C21C49B3F743B...

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

Jeff Lacey, CEO
Printed Name and Title

Dated: 10/16/2023 | 11:37 AM PDT

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.

In Time Services, Inc., dba In Time

Amount: \$196,304

Term: 10/18/2022 – 10/17/2025

EXHIBIT A

**To Agreement by and between
County of Monterey, herein after referred to as “County”
And
In Time Services Inc., dba In Time, herein after referred to as “Contractor”**

Scope/Payment Provisions

A. SCOPE – In addition to services previously outlined

A.1 CONTRACTOR shall configure Timekeeping to Payroll Module specifically for customers unique Timekeeping data and payroll rules, provide web interface, training and support.

Support includes (for no additional fees):

- Changes or additions to: rank codes, leave codes, overtime codes, assignment codes, budget codes, time bank codes, shift differential codes, pay rates, work groups with no logic requirements or hard coding
- Changes to Payroll work periods
- Change to Prior Pay Period adjustment (eg. Change from 1 to 2 week look back, or from 2 to 1 week look back), but not including the addition of Prior Pay Period adjustment if not included in the initial deployment
- Changes to shift rotations

Any additional customization request will be assessed by In Time and may be subject to additional fees.

*In Time Timekeeping Module properly implemented is a prerequisite to use the In Time Payroll Module.

A.2 CONTRACTOR shall upon request start implementation of TimeKeeping-to-Payroll Module.

TimeKeeping to Payroll Module Implementation – Remote Professional services

Tasks	Project Start Date:	Completed
Requirement Analysis & Verification		
Module Statement of Work (SOW) Completion		
Module Configuration and set-up		
Module delivered per SOW		
Interface Testing completed and accepted		
Interface Roll-out support (completed and accepted)		
Training		

In Time Services, Inc., dba In Time
Amount: \$196,304
Term: 10/18/2022 – 10/17/2025

EXHIBIT A

B. COMPENSATION/ PAYMENT

- a. County shall pay an amount not to exceed \$196,304 for subscription service for the Scheduling and Timekeeping Modules.
- b. Remote Professional Services - \$7,000 (one-time fee upon acceptance of successful implementation for timekeeping-to-payroll module) **Will be started after requested by email from Sheriff's Payroll Manager.
- c. Current payment for subscription services is based on 430 employees

Subscription Services for Modules (12 Months)		
Scheduling Module	(\$72/per employee)	\$30,960.00
Timekeeping Module	(\$36 per employee)	\$15,480.00
**Timekeeping-to-Payroll Module	(\$27.48 per employee)	\$11,817.00

**Will be paid upon request for implementation of TimeKeeping-to-Payroll Module, and will be prorated based on number of months left in the year (cost is \$984.75 per month).

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.

A.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur annually. All invoices shall reference the Lease number attached to this agreement. 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

EXHIBIT A

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.