

COUNTY OF MONTEREY STANDARD AGREEMENT

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

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

1.0 GENERAL DESCRIPTION:

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

Provide:

Maintenance and Support Services for Civil Records Management System.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 82,578.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 1, 2020 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Annual Maintenance and Support Services

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☒ **Agreement Under \$100,000 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.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

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

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

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

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

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

10.0 **RECORDS AND CONFIDENTIALITY:**

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

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Arthur Curtright, Mgt Analyst II	Matt Gatchell, Chief Operations Officer
Name and Title	Name and Title
1414 Natividad Road Salinas, CA 93906	2870 Eastern Blvd York, PA 17402
Address	Address
(831) 755-3708	(800) 858-5563
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

By: DocuSigned by: COUNTY OF MONTEREY
Debra Wilson, Contracts/Purchasing Supervisor
7B741937AADD41B
Contracts/Purchasing Officer
Date: 10/30/2020 | 1:20 PM PDT

By: _____
Department Head (if applicable)
Date: _____

By: _____
Board of Supervisors (if applicable)
Date: _____

Approved as to Form¹
By: DocuSigned by: _____
Im Grant
454AG3405FD4490... County Counsel
Date: 10/30/2020 | 12:25 PM PDT

Approved as to Fiscal Provisions²
By: DocuSigned by: _____
Gary Gilman
D3834BFEC1D8440... Auditor/Controller
Date: 10/30/2020 | 12:27 PM PDT

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

CONTRACTOR

Teleosoft Inc
Contractor's Business Name*

By: Luke T. Gatchell
(Signature of Chair, President, or Vice-President) *
Luke Gatchell, President/CEO
Name and Title
Date: 10/12/2020

By: Matt Gatchell
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Matt Gatchell, Secretary/COO
Name and Title
Date: 10/12/2020

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

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

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

EXHIBIT-A

EXHIBIT-A

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Teleosoft, 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 in Exhibit B.
- A.2 The Contract Manager for this contract within the Monterey County Sheriff's Office shall be the Civil Manager.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

- a. County shall pay an amount not to exceed \$82,578.00 for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibit B.
- b. Payment is detailed in the below chart:

Annual Maintenance and Support Services			
Period			Cost
11/1/2020	6/30/2021		\$20,453.00
7/1/2021	6/30/2022		\$30,679.00
7/1/2022	6/30/2023		\$31,446.00

Teleosoft, Inc.

Amount: \$82,578.00

Term: November 1, 2020 to June 30, 2023

EXHIBIT-A

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 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
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.

1 Support and Maintenance

1.1 Scope of Work

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

- 1.1.1.1** Develop and provide corrections, changes, or workarounds ("Corrections") for any defects, errors, or malfunctions in the Software (collectively, "Defects"), discovered by Licensee (see Section 2B: Reporting Procedures)
- 1.1.1.2** Provide to Licensee all improvements, modifications, and enhancements to the Software which Licensor shall make or acquire from time to time and which Licensor makes available to its clients generally. An enhancement is any improvement made that increases the functionality, performance, or usability of the software. Enhancements usually fit into one of a few buckets: compliance, environment, or functionality. A compliance enhancement is a response to a governing body requirement that was implemented impacting procedures for the office using the software (like a change in the rules of civil process). An environmental enhancement would result from an operating system or technology platform update to maintain currency of the server or browser used in conjunction with the software (like Microsoft version changes from Server 2016 to Server 2019). A functional enhancement would result from a client request to add a feature or function (like a report or drop down) that the product team agrees benefits all users of the software and develops for use.
- 1.1.1.3** Documentation of the above shall be provided at no additional cost and shall be adequate to inform Licensee of any problems resolved and any significant differences resulting from the improvement that are known by Licensor. Licensor warrants that each such general improvements, modifications, and enhancements have been tested and shall perform according to the Specifications. Licensor agrees to correct, at no cost to the Licensee, corrupted Data that may result from any system deficiency introduced by the Improvements.
- 1.1.1.4** Continuous Improvement. Contractor shall on an ongoing basis, as part of its total quality management process, identify, report to Licensee, and implement ways to improve performance of the System and identify and apply techniques and tools from other Licensor installations that would benefit Licensee either operationally or financially.

Exhibit B

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

1.1.1.6 Provide Licensee any upgrade releases ("Upgrade Releases") to the Software and all new Versions and Releases of the Software, which Licensor makes available to its clients generally.

1.1.1.7 At all times provide Maintenance Services for at least the current and one (1) previous Release of the Licensed Software; provided, that Licensor's obligation to maintain a previous Release will terminate 120 days after the current Release was made available to Licensee

1.1.2 Reporting Procedures

1.1.2.1 The first line of support will be the Licensor's Help Desk, who will contact the Licensee's IT Help Desk.

1.1.2.2 Support calls and/or emails will be returned within one (1) business day. This response time may vary in any given call, based on telecommunications and Internet availability and other factors. Licensor's only agreement herein with respect to such response time is to maintain functioning systems in place to permit achievement of such response times in more than eighty percent (80%) of such calls from all customers.

1.1.2.3 The Licensor shall maintain a technical support entry point ("Support Center") in Pennsylvania, identified by a dedicated phone number and e-mail address. Licensee may use this entry point to request service of the Covered Software. The Support Center operates during business hours, 8:00 a.m. to 5:00 p.m. (customer local time), Monday through Friday, excluding legal holidays.

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

Exhibit B

1.1.3 Coverage

- 1.1.3.1** Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware / software configuration or modifications to any supplied source code which changes affect the performance of the Covered Software and were made without prior notification and written approval by Licensor.
- 1.1.3.2** Licensor assumes no responsibility for hardware vendor operating systems or other system software.
- 1.1.3.3** For the purpose of maintaining and supporting more current platform(s), both Licensee and Licensor agree that a currently supported Microsoft Environment is the most current release, and the previous releases detailed below.

Client Operating System	
Name	Release Date
Windows 10	July 2015
Windows 7	22-Oct-09

Server Operating System	
Name	Release Date
Windows Server 2019	November 2018
Windows Server 2016	October 2016

SQL Version	
Name	Release Date
SQL Server 2019	2019
SQL Server 2017	2017
SQL Server 2016	2016

Exhibit B

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

1.1.3.4 Coverage is limited to the Software operating at the following Licensee site(s):

Monterey County, CA

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

1.2 Price and Payment

1.2.1 Fees. Maintenance Services for the applications and configuration listed in Addendums will be provided per the annual maintenance payment schedule in this Addendum. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

1.2.1.1 Licensee agrees to reimburse Licensors for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses but only in accordance with the County's travel policy reimbursement rates), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Any such expenses require the prior approval of Licensee.

Exhibit B

1.2.1.2 Licensee shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, Licensee shall promptly pay to Licensor an amount equal to any such items actually paid or required to be collected or paid by Licensor.

1.2.2 Invoices.

1.2.2.1 Maintenance fees will be invoiced annually, thirty (30) days in advance of the year.

1.2.2.2 The charges for time and materials services and any expenses as described in this Agreement will be invoiced each month for charges (services, material, and expenses) incurred in the previous month.

1.2.2.3 Invoices shall be due and payable within thirty (30) days after date of invoice.

AMENDMENT 1

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & TELEOSOFT, INC

THIS AMENDMENT is made to the AGREEMENT for maintenance and support services for Civil Records Management System for the Monterey County Sheriff/Coroner's Office, by and between **TELESOFT, 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 on November 1, 2020 with a Not to Exceed amount of \$82,578.00 and a term date ending June 30, 2023; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by adding \$32,232 in funding and extending the term of AGREEMENT by one (1) year, with a new term end date June 30, 2024.

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

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$82,578.00*", and replacing it with, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$114,810.00*".
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from 11/01/2020 to 6/30/2023*" and replacing it with, "*The term of this Agreement is from 11/01/2020 to 6/30/2024.*"
3. Exhibit A – Scope of Services/Payment Provision shall be amended by adding Annual Maintenance for Support Services for FY23-24 is \$32,232.00.
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 July 1, 2018.

Teleosoft, Inc.

Amount: \$114,810.00

Term: 11/01/2020 to 06/30/2024

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
78741937A0D41B...
Contracts/Purchasing Officer

Dated: 5/24/2023 | 2:20 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F8...
Deputy Auditor/Controller

Dated: 5/24/2023 | 2:19 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Janet L. Holmes
61F3BD3B2F584BB...
County Counsel

Dated: 5/24/2023 | 1:40 PM PDT

Teleosoft, Inc.

DocuSigned by:
By: Cory Fregm
E3A1A1B1-1D86400...
Signature of Chair, President, or
Vice-President

Cory Fregm, CEO
Printed Name and Title

Dated: 5/24/2023 | 1:27 PM PDT

DocuSigned by:
By: Josh Irwin
5A4G7955938140B...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Josh Irwin, COO
Printed Name and Title

Dated: 5/24/2023 | 11:11 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

Teleosoft, Inc.
Amount: \$114,810.00
Term: 11/01/2020 to 06/30/2024

AMENDMENT 2

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & TELEOSOFT, INC

THIS AMENDMENT is made to the AGREEMENT for maintenance and support services for Civil Records Management System for the Monterey County Sheriff/Coroner's Office, by and between **TELESOFT, 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 on November 1, 2020 with a Not to Exceed amount of \$82,578.00 and a term date ending June 30, 2023; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT with Amendment 1, by adding \$32,232 in funding and extending the term of AGREEMENT by one (1) year, with a new term end date June 30, 2024; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by adding 70,546 and Addendum A;

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

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$114,810.00*", and replacing it with, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$185,356.00*".
2. Exhibit A – Scope of Services shall be amended by adding Exhibit A-1 and Addendum A, hereto attached.
3. 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.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 1, 2018.

Teleosoft, Inc.

Amount: \$185,356.00

Term: November 1, 2020 to June 30, 2024

AMENDMENT 2

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

MONTEREY COUNTY

Debra R. Wilson

Contracts/Purchasing Officer

Dated: 6/27/2023 | 12:37 PM PDT

Approved as to Fiscal Provisions:

Patricia Ruiz

Deputy Auditor/Controller

Dated: 6/27/2023 | 11:48 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Janet L. Holmes

County Counsel

Dated: 6/27/2023 | 9:18 AM PDT

Teleosoft, Inc.

Cory Fregm

Signature of Chair, President, or Vice-President

Cory Fregm, CEO

Printed Name and Title

Dated: 6/21/2023 | 10:37 AM PDT

Josh Irwin

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

Josh Irwin, COO

Printed Name and Title

Dated: 6/21/2023 | 10:34 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.

Teleosoft, Inc.

Amount: \$185,356.00

Term: November 1, 2020 to June 30, 2024

EXHIBIT A-1

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – In addition to services previously outlined in Exhibit A, 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 in Addendum A.
- A.2** The Contract Manager for this contract within the Monterey County Sheriff's Office shall be the Civil Manager. Civil Manager or above will approve all invoices.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

- a. County shall pay an amount not to exceed \$185,356.00 for the maintenance of the system and support services performance of all things necessary for or incidental to the performance of work as set forth in Addendum A, Addendum B and Exhibit B.
- b. Payment is detailed in the below chart:

Project Initiation Milestones	Payment Due
1. Contracts Signed & Deposit Payment Approved Final Deliverable: Contracts signed and approved	-
2. Project Kickoff & Project Plan Dependencies: Scheduling stakeholders and Deposit Payment received Final Deliverable: Project Kickoff Meeting and Project Plan	\$18,559
3. Hardware & Software Setup Dependencies: County IT server in place and accessible Final Deliverable: CountySuite™ Portal available on Test Environment	\$3,094

Sheriff Public Portal Milestones	Payment Due
4. System Analysis & County-Specific Configuration Dependencies: Review of Process, and configuration specifics Final Deliverable: CountySuite™ Portal configured for county on Test Environment	\$3,093
5. Training Dependencies: Staff available to train Final deliverable: Training complete	\$3,093

Teleosoft, Inc.

Amount: \$185,356.00

Term: November 1, 2020 to June 30, 2024

EXHIBIT A-1

6. Validation and Verification Dependencies: Staff available to complete Verification and Validation Final Deliverable: Test Environment ready for Verification and Validation	\$3,093
7. Public Portal Go Live Dependencies: Production Environment ready for Go Live Final Deliverable: CountySuite™ Portal installed and configured on Production Server	\$3,093
8. Go Live Support Final Deliverable: Go Live support complete	

Sheriff Controlled Access Portal Milestones	Payment Due
9. System Analysis & County-Specific Configuration Dependencies: Review of Process, and configuration specifics Final Deliverable: CountySuite™ Portal configured for county on Test Environment	\$3,093
10. Training Dependencies: Staff available to train Final deliverable: Training complete	\$3,093
11. Validation and Verification Dependencies: Staff available to complete Verification and Validation Final Deliverable: Test Environment ready for Verification and Validation	\$3,093
12. Optional External User Testing Dependencies: External Users available to for testing Final deliverable: External User testing complete	
13. Controlled Access Portal Go Live Dependencies: Production Environment ready for Go Live Final Deliverable: CountySuite™ Portal installed and configured on Production Server	\$3,093
14. Go Live Support Final Deliverable: Go Live support complete	

File Assignment Module Milestones	Payment Due
15. System Analysis & County-Specific Configuration Dependencies: On-site Review of Process, Receipt of logos, names, fee schedules, and signatures Final Deliverable: CountySuite™ File Assignment Module configured for county on Test Environment	\$3,093
16. Initial Training Dependencies: Staff available to train Final Deliverable: Initial training complete	\$3,093

Teleosoft, Inc.

Amount: \$185,356.00

Term: November 1, 2020 to June 30, 2024

EXHIBIT A-1

17. Initial Validation of Features and County-Specific Configuration Dependencies: Staff available to complete Verification and Validation Final deliverable: Test Environment ready for Verification and Validation	\$3,093
18. Final Validation and Training Dependencies: Staff available to train Final deliverable: Final training complete	\$3,093
19. File Assignment Module Go Live Dependencies: Production Environment ready for Go Live Final Deliverable: CountySuite™ File Assignment Module installed and configured on Production Server	\$3,093
20. Go Live Support Final Deliverable: Go Live support complete	

Annual Maintenance for Support Services		
7/1/2023	6/30/2024	\$ 32,232.00
*7/1/2023	6/30/2024	*\$ 8,684.00

*Additional Annual Maintenance fee \$8,684.00, will be prorated at Go Live to align with remainder of fiscal year.

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 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:

Teleosoft, Inc.

Amount: \$185,356.00

Term: November 1, 2020 to June 30, 2024

EXHIBIT A-1

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.

Teleosoft, Inc.

Amount: \$185,356.00

Term: November 1, 2020 to June 30, 2024

ADDENDUM A - PORTALS

SECTION A - LICENSE

1. Licensed Software

This Addendum licenses **CountySuite™ Public Access File Status Listing Portal, E-filing and Approval Module, and File Assignment Module**, with the functionality described in Section B below, covering Base Product Features and Module Features.

2. Hosting

When hosted by Licensee, Microsoft Windows Server 2019 or above and Microsoft SQL Server 2019 or above are required along with the appropriate licenses (not included). Licensee shall provide Client VPN software and Windows Remote Desktop access to all CountySuite™ servers. Teleosoft will install a Microsoft Azure agent service on the application server to manage all CountySuite™ updates (security information available upon request). Additionally, IIS and SQL Server Instances are required to be dedicated to CountySuite™ usage only, for ease of application maintenance, disruption and performance isolation, and Intellectual Property protection. Any necessary certificates for public facing IIS Servers must be acquired from a third-party Certificate Authority. Teleosoft does not support self-signed certificates. Certificate management is the responsibility of County IT.

3. No Hardware

No hardware is included as a part of this proposal (e.g., servers, tablets, printers, bar code scanners, label printers, etc.).

4. License Fee

Licensee agrees to pay a one-time fee of \$61,862 (per Exhibit A-1) for the grant of the License herein. THERE IS NO PER USER FEE.

SECTION B – PRODUCT DESCRIPTION

1. Technology

- 1.1. Upgrades to the application can be done remotely in cooperation with the county IT department and are immediately available to all users
- 1.2. Browser-based Interface does not require installs on each user machine
- 1.3. User Security Integrates with Windows Active Directory
- 1.4. Reporting creates PDF documents for reliable printing, as well as Excel exports for Metric Reporting
- 1.5. Auditing system tracks every change to data within the system by time and user

MODULE FEATURES

2. Portal Technology

- 2.1. The Portal application interfaces with the existing CountySuite™ Sheriff system, which must already be installed and configured.
- 2.2. The Portal application must be installed on a public-facing server, which is accessible to the Internet. This server must have a DNS entry and appropriate certificate installed to facilitate HTTPS communication.
- 2.3. An additional API Server must be available on the internal county network, which interfaces with the public-facing server using secure HTTPS communication and an API key.
- 2.4. If the Public User Registration and Approval module is required, a Portal database must be installed. (Generally, this is created on the same alongside the internal Sheriff database, in which case, no additional SQL Server is necessary.)
- 2.5. The API Server must be able to interface with the internal Sheriff database, and the internal Portal database (if installed).
- 2.6. All Portal modules that require payment processing will require the County create a relationship with Authorize.net for Gateway Payment services.

PUBLIC ACCESS PORTALS

3. Public Access File Status Listing Portal

- 3.1. Users can access information by supplying the Court Case Number and associated File Number
- 3.2. For General Services
 - 3.2.1. Show Case Information (court case number, case title, court, attorney, etc.)
 - 3.2.2. Show Services information (Date issued, fee, party served, number of attempts, status, date served, who signed, etc.)
- 3.3. For Levy Services
 - 3.3.1. Show Case Information (court case number, case title, court, attorney, etc.)
 - 3.3.2. Show Services information (Date issued, fee, party served, number of attempts, status, date served, who signed, etc.)

ADDENDUM A - PORTALS

- 3.3.3. Show Writ Information (Original Judgment Amount, Original Daily Interest, Writ & Judgment Expiration Dates, Writ Return Date)
- 3.3.4. Show Estimated Amount to Satisfy, Current Daily Interest, any Modification
- 3.3.5. Show Creditor Fees (deposited, applied, available, refunded)
- 3.3.6. Show Collection Information (Last Payment Date, Total Payment Received, Last Payout Date, Actual Mailed Date, Total Creditor Payout, Total Debtor Refunds)
- 3.3.7. Show List of Receivables (Received on Behalf of, Date, Amount,)
- 3.3.8. Show List of Disbursement (Paid To, Date, Amount, Check Number, Mailed Date)
- 3.4. File Actions for all service types
 - 3.4.1. File Action comments and document attachments entered into the sheriff application can be set to show for the public (based on setting)

CONTROLLED ACCESS PORTALS

*E-Services require the County to establish a relationship with Authorize.net to provide Payment Gateway services.

4. Portal Base Module

- 4.1. This module provides the foundational technology for all the additional add-on modules described below.
- 4.2. This page becomes the primary landing page for all users to access the various E-Services available to the public.
- 4.3. If the Public User Registration and Approval module is available, this page will present users with the opportunity to register as a new user, or login with existing registration information
- 4.4. Once logged in, additional sites will become available to the public user
- 4.5. This page will provide links to all publicly accessible sites, without the requirement to login

5. User Registration and Approval Module

- 5.1. This add-on module includes the ability for users to register with your public portal
- 5.2. In order to register, users must provide basic information about themselves (name, address, email) and select a username and password, along with answers to several "secret questions" (in order to later reset their password)
- 5.3. This password is stored encrypted at-rest.
- 5.4. Users must also agree to basic Terms and Conditions (as defined by your county)
- 5.5. Once registered, users will receive a confirmation email, which must be responded to before they are able to login
- 5.6. On the Internal User Management site, Internal staff have the ability to de-activate any registered user. This can allow the county to charge subscription fees, but then activate or de-activate users based on whether or not their subscription is paid in full.
- 5.7. For Attorney users
 - 5.7.1. An attorney must provide their State Bar Number and expiration date, along with the state they are licensed in.
 - 5.7.2. It is possible to require Internal approval before attorney access is allowed, because they will often then have access to additional information.

ADDENDUM A - PORTALS

- 5.7.3.** It is also possible (and necessary) for internal staff to "map" the attorney to the internal CountySuite™ Contact that is used when associating this attorney to specific cases. This can later allow the attorney to submit Case Filings as themselves, and also to access additional Information (like attachments) on Cases where they are an active attorney.

6. E-Filing and Approval Module

- 6.1.** This add-on module requires the Portal base with the Public User Registration Module.
- 6.2.** Once registered, users have the ability to submit Filings to the Sheriff's office.
- 6.3.** Registered users must create a payment profile using a credit card in order to file.
- 6.4.** Credit Card information is stored in a PCI-compliant warehouse using the Authorize.net Payment Gateway.
- 6.5.** The county may select from a number of Payment Processing vendors that work with Authorize.net
- 6.6.** Multiple Filings can be submitted at one time using a Shopping Cart.
- 6.7.** Users can see a history of their Filings and their current status.
- 6.8.** Once submitted, Internal staff use an interface to approve or reject Filings after review of the attached documentation.
- 6.9.** Internal Users can search for filing packets by Order #, Filing Packet #, File Number, or Case Number.
- 6.10.** Once an order is under review by an internal user, any other user who tries to access the order will be provided a warning that the filing is already under review until the filing is no longer in the status of pending.
- 6.11.** Rejected filings generate an email to the user informing them of the reason for the rejection. Those Filings can be re-submitted for a defined period of time.
- 6.12.** Approved Filings generate an email to the user information them of successful processing, and the appropriate Case is created automatically in the internal Sheriff system, with corresponding File, Service(s) and Attachments.
- 6.13.** The county is able to define convenience fees which can be charged in addition to the standard filing fees, and any payment processing fees. Teleosoft does not add any fees for this service.
- 6.14.** An E-Filing Payment Transactions report is available for the county to generate by date range to view all transactions and fees associated with the filings that are received, rejected and approved.

MODULES

7. File Assignment Module

- 7.1.** View the state of all Files in the system
- 7.2.** A Supervisor can filter the list by the type of Files (which can have priority orders, configured by your county), a Date range within which the Files were Received, and a Court Case or File Number
- 7.3.** From the list of Files that are returned, any or all of them can be selected, and then Assigned to a File Manager, who will "own" these Files from beginning to end

ADDENDUM A - PORTALS

- 7.4.** The Supervisor can select the user to assign the Files to, or select the Auto-Assign option where more than one user can be selected, and the application will auto-balance the assignment across those users
 - 7.4.1.** The list of available users also shows the number of active files the user is currently managing
- 7.5.** Users can be set up to only work on certain file types. This allows the system to know when to assign general vs. complex levies to certain users.
- 7.6.** Once assigned, files can also be unassigned or re-assigned as necessary
- 7.7.** When viewing Assigned Files, the user can filter by User name, and File Workflow and Service Workflow state
 - 7.7.1.** This view will return all Services showing whether they are in Pending, Open, Active, Closed or Rejected
 - 7.7.2.** By default, only Open Files will be Included, but the user can choose to include Closed files as well
- 7.8.** A "My Files" Interface allows a user to view all the Services on the Files assigned to themselves, with updated status information related to the File/Service.
 - 7.8.1.** Clicking on any row will take the user directly to the Service
- 7.9.** A File Workload dashboard allows the Supervisor to see the current list of all Files/Services assigned to each user (by Type)
 - 7.9.1.** Totals for Files/Services in each Workflow state are Included
- 7.10.** Notifications can be directed only to File Managers, but Supervisors can view the Notifications for any user
- 7.11.** Both Unassigned and Assigned Files can be filtered by Location if applicable for the office

SECTION C - STATEMENT OF WORK

PROJECT INITIATION

1. Project Overview

- 1.1. Teleosoft, Inc. shall install the CountySuite™ Software for the Monterey County, which shall include all Product Features as detailed in Section B of this document.
- 1.2. The software for this installation shall be web-based and shall utilize the Microsoft .NET Framework and Microsoft SQL Server.
- 1.3. No custom product development shall be included as part of this project. Any custom product development needs to be mutually agreed upon and will be subject to a change order.

2. Project Kickoff & Project Plan

- 2.1. Hold Project Kickoff Meeting
- 2.2. Create and Deliver Project Plan

3. Testing Hardware & Software Setup

- 3.1. Provide remote access credentials to Teleosoft (County IT)
- 3.2. Set up and configure a Test system on Sheriff's provided hardware including Operating System and Active Directory integration (County IT)
- 3.3. Configure IIS Server(s) and SQL Server(s)
- 3.4. Install Azure Release Agent on servers
- 3.5. Test hardware and network connectivity
- 3.6. Install base configuration of CountySuite™ Sheriff on environment

PUBLIC PORTAL

4. System Analysis & County-Specific Configuration

- 4.1. Conduct Interviews with key personnel identifying the configuration details
- 4.2. Application Settings (installation details, etc.)
- 4.3. Users and Permissions (user logons, security groups, names, and addresses for officials, etc.)
- 4.4. Logos and Links (landing page logos and Terms & Conditions links)

5. Training

- 5.1. All training sessions include Help Documents, complete with screenshots and step-by-step details.
- 5.2. Identify specific users who will be involved in the validation and verification of the application, and any county-specific configuration.

ADDENDUM A - PORTALS

6. Validation and Verification

- 6.1.** Final review of the application (as configured) assessing the Functionality, Reliability, Accuracy (Configuration Settings are correct, etc.) and Security
- 6.2.** Confirm Go-Live Schedule

7. Public Portal Go Live

- 7.1.** Final production environment configuration and installation of CountySuite™ Public Access File Status Listing Portal
- 7.2.** Publish site link on Sheriff website and enable access to the public-facing Server.

8. Go Live Support

- 8.1.** Teleosoft personnel will be available to support the launch and assist any users

CONTROLLED ACCESS PORTAL

*E-Services require the County to establish a relationship with Authorize.net to provide Payment Gateway services.

9. System Analysis & County-Specific Configuration

- 9.1.** Conduct Interviews with key personnel identifying the configuration details
- 9.2.** Obtain Authorize.net account and provide credentials to Teleosoft (County IT)
- 9.3.** Application Settings (Installation details, etc.)
- 9.4.** Users and Permissions (user logons, security groups, names, and addresses for officials, etc.)
- 9.5.** Logos and Links (landing page logos and Terms & Conditions links)

10. Training

- 10.1.** All training sessions include Help Documents, complete with screenshots and step-by-step details.
- 10.2.** Identify specific users who will be involved in the validation and verification of the application, and any county-specific configuration.
- 10.3.** Conduct training for internal staff which covers the general operation of the public-facing application, and any Internal Approval modules.
- 10.4.** Host an optional virtual training session for public users and attorneys.

11. Validation and Verification

- 11.1.** Final review of the application (as configured) assessing the Functionality, Reliability, Accuracy (Configuration Settings are correct, etc.) and Security
- 11.2.** For payment processing, confirm that funds are properly processed and posted to the proper account.

ADDENDUM A - PORTALS

- 11.3. Confirm Go-Live Schedule**

12. Optional External User Testing

- 12.1. Identify Attorney's and other public users to test on a public test environment**
- 12.2. Capture feedback from users related to product configuration**

13. Controlled Access Portal Go Live

- 13.1. Final production environment configuration and installation of CountySuite™ Sheriff E-Services**
- 13.2. Publish site link on Sheriff website and enable access to the public-facing Server.**

14. Go Live Support

- 14.1. Teleosoft personnel will be available to support the launch and assist any users**

FILE ASSIGNMENT MODULE

15. System Analysis & County-Specific Configuration

- 15.1. Conduct Interviews with key personnel Identifying Processes and Procedures, Accounting Details, Personnel and User Permissions, and collecting sample papers and reports**
- 15.2. Application Settings (Installation details, etc.)**
- 15.3. Users and Permissions (user logins, security groups, names, and addresses for officials, etc.)**
- 15.4. Logos and Digital Signatures (report logos and official signatures)**
- 15.5. Category names and descriptions (Files, File Actions, Services, Service Actions, Costs, etc.)**
- 15.6. Geography (location details, etc.)**
- 15.7. Accounting (default cost amounts, default payees)**
- 15.8. Default generic text (i.e. @deputy name/@ deputy time) used as SuiteTags™ (canned text for commonly typed phrases and for specific actions)**
- 15.9. Business Rules (operating parameters specific to the county)**

16. Initial Training

- 16.1. All training sessions include Help Documents, complete with screenshots and step-by-step details. The number of sessions required for each type of training will be dependent on the number of county users.**
- 16.2. Identify specific users who will be involved in the validation and verification of the application, and any county-specific enhancements that will be added.**
- 16.3. Identify specific users who will participate in "train-the-trainer" sessions. These would cover the complete functionality of the application to allow this user to later assist in training future employees in the same subjects.**
- 16.4. General user training sessions: Includes all staff and covers general operation of the application.**

ADDENDUM A - PORTALS

17. Initial Validation of Features and County-Specific Configuration

- 17.1.** County validation of product configuration

18. Final Validation and Training

- 18.1.** Final review of the application (as configured) assessing the Functionality, Reliability, Accuracy (Configuration Settings are correct, etc.) and Security
- 18.2.** Confirm Go-Live Schedule

19. Go Live

- 19.1.** Final production environment configuration and installation of CountySuite™ File Assignment Module

20. Go Live Support

- 20.1.** Teleosoft personnel will be available to support the launch and assist any users