

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Sheriff *ELC*

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE July 14, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract with Teleosoft, Inc. for the Purchase and Implementation of the CountySuite™:Sheriff Computer Program for Use in the Sheriff Civil Division

STAFF RECOMMENDATIONS:

1. Award a contract for \$257,893 to Teleosoft for the purchase of the CountySuite™:Sheriff computer program to replace the current Sirron Software System.
2. Award a contract for \$34,579 for annual software maintenance to Teleosoft for the maintenance and support of the CountySuite™:Sheriff software.
3. Authorize the Purchasing Agent to sign the Professional Service Agreement, Software License Agreement and Software Maintenance Agreement and any amendments thereafter.

FISCAL IMPACT:

The Sheriff Civil Process Fee Division has included the use of \$292,472 from fund balance to purchase, install and maintain the CountySuite™:Sheriff software from Teleosoft, Inc. in the Department's 2015-2016 Proposed Budget. At 2014-2015 Fiscal Year-End, it is projected that this budget will have a positive fund balance of \$1,437,696.

The ongoing annual maintenance cost of \$34,579 will be paid each year out of the Civil Process Fee budget.
Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2015-331

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: Continued

This upgrade was budgeted in the Civil Process Fee 2015-2016 budget, therefore no budget adjustments are needed. There is no additional cost to the General Fund as a result of this purchase contract.

DISCUSSION:

Government Code Section 26731 provides for the collection of assessments for process to be deposited into an account that can then be used for automated systems for Sheriff's civil process. Government Code Section 26746 provides for the collection of assessments for process to be deposited into a similar account that can be used to supplement vehicle replacement and civil process operations. There are sufficient funds in these two Funds to cover the costs of the software and services detailed in this agenda item.

In May 2000 the Sheriff's Department purchased the Sirron software system which is a software platform that was specifically developed for use in the Civil Divisions of California Sheriff's Offices. It was designed to carry out all of the functions that a modern Civil Process division would need to conduct day to day business. The Sirron system was built by an independent contractor with the input of the Sacramento Sheriff's Office and has worked well since its implementation over 15 years ago.

The Sirron system is developed, sold and maintained by a sole proprietor who has been working diligently to try to make sure that the software is up to date with all of the current legal mandates and needs of a modern Civil Division. As the system has aged the developer has not been able to keep up with changes and other maintenance issues that have become important to the successful operation of the Civil Division. There is also no succession plan in place to make sure the software will continue to be supported once the current developer decides to retire or stop supporting the software system.

Each of these issues raised a common thread which is that a lot of work still has to be done outside the Sirron system to make sure the Civil Division can run on a day-to-day basis. All of this work uses time but does not necessarily add to the productivity of the office. The new integrated software system will streamline and minimize the amount of work that has to be done outside of the automated system which will lead to a more efficient and productive operation.

Sacramento County identified similar shortcomings of the Sirron system in their justification for seeking a new custom Software solution. Many of the issues they raised were also related to the fact that for the system to operate effectively it requires a lot of manual data-entry at multiple points in the business process.

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This situation has become a concern for many of the Sheriff's Offices within California since at one time most of the Offices utilized the Sirron software to run their Civil Divisions. The concern over long term feasibility of the system caused Sacramento County to initiate a project to replace their current Civil File Management System (Sirron) with a new product that would meet the needs of their Civil Division now and into the future. Some of the new features they intended to add were the capability to assign cases to specific employees, generate public notification of case status, provide for the intake and disbursement of funds electronically, permit efficient routing of information, and allow electronic filing of cases. Since there was no commercially available product to meet this need other than the Sirron system already in place, Sacramento County opted to put together a team that would evaluate current software developers to ensure minimum qualifications and then award a contract to develop a custom solution with the company selected from those qualified applicants.

On October 24, 2012 the Sacramento Board of Supervisors approved a resolution to award a contract to PCG Technology Consulting to evaluate applicants and develop the functional, technical and management requirements of the new Civil Software system. Once those requirements were developed Sacramento County established a two stage RFP process which consisted of an RFQ portion where bidders were asked to propose any solution they thought would best meet the needs of the County. This portion would be scored based on corporate reference/experience, project management plan, business solution, functional/technical requirements, technical architecture, data conversion approach, and implementation/training approach. Then an RFP portion was established where there was scoring criteria to grade each bidder based on similar criteria however a score was also given to the price proposed by each bidder. The Assessment categories for the 2nd phase were as follows: Corporate Reference/Experience, Project Management Plan, Data Conversion Approach, Implementation, Business Solution/Technical Architecture/Functional, Technical & Management Requirements, and Pricing.

After conducting the initial Request for Qualifications (RFQ) which solicited bids from 229 firms of which 13 were certified small and micro businesses, only four (4) responses were received. To establish which companies had the minimum qualifications the list was narrowed down to three proposals. These three developers were invited to participate in a Request for Proposal process after which Teleosoft Incorporated was awarded a \$2 million dollar contract to develop the custom software solution for use in the Sacramento County Sheriff's Civil Division.

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Teleosoft has been providing custom software and services to the public sector since 1997. They currently develop software for government institutions with wide ranging requirements. Teleosoft produces software that allows officials to keep up with and analyze election results, generate and maintain jury pools, complete Records management of Civil Courts, and complete records management of the Orphans Court. The CountySuite™:Sheriff application was developed with the same goals in mind to achieve automation and full records management of the Civil Division of a Sheriff's Office.

Even though Sacramento is paying to develop the initial version of this software they are allowing it to be purchased by other public agencies. Their agenda item passed on July 15, 2014 authorizing the contract for services with Teleosoft specifically states:

"It is intended that any other public agency including those identified in the solicitation located in California shall have the option to participate in any award made as a result of this solicitation. The County of Sacramento shall insure no financial responsibility in connection with orders issued or delivered by other public agencies. Each public agency using this contract shall accept sole and full responsibility for placing orders and making payment to the contractor. In addition, to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation". Currently Sacramento is in the test phase with Teleosoft.

Stanislaus County Sheriff's Department Civil Division is currently using the same legacy system that Sacramento County Sheriff's Department Civil Division was using when they conducted this RFP to develop a new solution. The Stanislaus County Sheriff's Department has identified many issues with the current software package in addition to its uncertain future which prompted the decision to seek a new solution. Some of those issues are: Employee Accountability, Financial Intake and Disbursement, Data Integrity, Accounting Controls, and Backlog of Work.

Stanislaus County General Services Agency Staff reviewed the Sacramento County process and concluded that Sacramento County had conducted purchasing and procurement process with due diligence into this matter such that Stanislaus County could select the same software vendor by referencing the evaluation criteria relied on by Sacramento County.

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If approved by the Board of Supervisors, the Sheriff's Department and Teleosoft will work together to develop a project plan which will set payments at the achievement of certain milestones. The project will be managed by the Sheriff's Department and anticipated dates are as follows:

PROJECT MILESTONE	ANTICIPATED END DATE
Contract Signed	July 14, 2015
Analysis & Design	August 31, 2015
Testing & Hardware Setup	October 7, 2015
County Specific Configuration Updates	April 30, 2016
Training & Final Testing	May 31, 2016
Final Migration	June 30, 2016
Mutually Agreed Upon End Date	No later than June 30, 2016

The new integrated software system will streamline and minimize the amount of work that has to be done outside of the system which will lead to a more efficient and productive operation in the Sheriff Civil division. Once implemented the system will support improvements in employee accountability, financial intake and disbursement, data integrity, accounting controls and backlog of work. The public will benefit from automated notification of case status.

POLICY ISSUES:

Approval of the contract for purchase and implementation of the CountySuite™ will improve automated efficiency in the Civil Division in support of the Board of Supervisors' priorities of Efficient Delivery of Public Service and A Safe Community.

STAFFING IMPACTS:

There are no staffing impacts

CONTACT INFO:

Robert Hunt, Lieutenant (209) 567-4459

SOFTWARE MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between the County of Stanislaus ("County") and Teleosoft, Inc., a Pennsylvania Corporation ("Contractor"), as of July 1, 2015 (the "Agreement").

RECITALS

WHEREAS, Contractor owns certain software identified herein,
WHEREAS, County has licensed a certain version of the software offered by Contractor (the "software") pursuant to a separate end user license agreement (the "Master Software License Agreement"),
WHEREAS, County wishes to have Contractor perform maintenance and support services pursuant to the terms and conditions of this agreement,
NOW THEREFORE, Contractor and County agree as follows:

1. Scope of Services

A. Contractor agrees to perform, and County agrees to accept, the maintenance and support services referred to in Exhibit A (statement of work) with respect to the software.

2. Price and Payment Terms

A. County will pay Contractor for Contractor's work on the terms and conditions set forth in Exhibit A (statement of work).

3. **Term and Termination** Unless terminated as provided herein, this agreement will extend for a period of five (5) years from the expiration of the 180 day warranty and will automatically renew from year to year thereafter, unless earlier terminated as provided herein. Either party may terminate this agreement without cause upon thirty (30) days written notice. In the event of termination without cause, County agrees to pay Contractor for all of Contractor's Work performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Confidentiality

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

3/8/16



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

5. Ownership and Licenses of Intellectual Property Rights

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

6. Obligations of Contractor

- A. Contractor will promptly notify County of any material defects or malfunctions in the software or related documentation that it learns from any source.
- B. Contractor will, from time to time, supply County with copies of the software and relevant documentation revised to reflect significant updates and enhancements to the software made by Contractor, if any, during the period of this agreement. Such enhancements may include, without limitation, modifications to the software that increase its speed, efficiency, and/or ease of operation. Contractor will supply one (1) copy of any of these updates and/or enhancements without additional charge. Contractor will give reasonable assistance to County in installing and operating any new release or enhancement, provided, however, that if such assistance is to be provided at County's facility, such services may be charged at Contractor's standard labor rates.
- C. Within a reasonable time after being given written notice thereof, Contractor will correct inherent material errors in the Software that are not caused by County's misuse, improper use, alteration or damage of the software.



- D. Contractor will supply County with reasonable means of accessing modifications and enhancements to the software, including diskette, compact disk, or through network download. County agrees to make available remote access to Contractor for the installation of modifications and enhancements, and providing other support services.

7. Software Warranty and Disclaimer

- A. Warranty of Ownership and Use. Contractor warrants: (i) that it is the lawful owner of all right and title to the software and that it has the right to enter into this agreement with County; (ii) that to the best of its knowledge, the software does not infringe any patent, copyright, trademark, or other proprietary right of a third party; and (iii) that the software can be used by County pursuant to this agreement without infringing upon the proprietary rights of any third party.
- B. Limited Product Warranty. Contractor warrants that, for a period of 180 days from the date of system acceptance (the "warranty period"), that the system shall function, operate and perform in full and complete conformity with the requirements of this Contract and accepted designs, descriptions, and specifications. The County's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty
- C. Contractor will have no responsibility, warranty or other obligations for schedule delays caused by the County or with respect to work improperly performed by County, the failure of a deliverable due to misuse or misapplication by the County, or a failure to perform due to a force majeure event
- D. Warranty Procedures. In the event that County believes that the software does not conform to the limited product warranty described in the preceding section, County shall notify Contractor thereof describing with particularity the problems encountered. In the event that Contractor determines that software coding errors or other software defects exist, Contractor shall take one of the following actions, after conferring with County: (1) correct such software coding errors or other software found by Contractor to be defective, or (2) refund to County the license fee paid to Contractor under this agreement. If the problem is deemed by the parties to be a fault in the development of the software, Contractor shall arrange to provide appropriate trouble-shooting, repair, or programming services (either on-site or by remote access, at Contractor's discretion) to repair, correct or resolve the problem. Contractor's obligation to provide service and resolve problems under this warranty shall extend only to such problems duly reported to Contractor during the warranty period. All items will be reported in the manner described in section 2.2, reporting procedures.
- E. Database. Contractor shall maintain and make available online to County a database of all change requests, deficiencies, and other problems reported by or known to Contractor in the software. The database shall include, as a minimum, the following:
- 1) Date and time Contractor was notified;
 - 2) Date and time of arrival or inquiry response;
 - 3) Time spent for resolution of deficiencies;
 - 4) Description of deficiency;
 - 5) Severity level of deficiency, e.g., Level 5, 4, 3,2,1;



- 6) Description of deficiency resolution; and
- 7) Date of resolution.

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

8. Indemnification, Consequential Damages, and Limitation of Liability

- A.** To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless the other party in connection with claims, losses, damages, liabilities and lawsuits, including reasonable attorney fees, to the extent they arise from, or alleged to arise from, each party's negligent acts, errors, or omissions in connection with a party's performance under this agreement. The indemnity shall include claims by a third-party arising from the unauthorized use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used in the performance of this agreement. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed.

In no event shall either party be liable for any indirect, special, incidental or consequential damages to the other party. The indemnifying party shall control and pay the reasonable expenses of defending any claims which are subject to the foregoing indemnification. In connection therewith, the indemnifying party shall have the right to settle any such claim subject to the indemnified party's consent, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnified party shall have the right, at its own expense, to participate in the defense of such claims.

Contractor's defense and indemnity obligation shall not exceed the actual amount paid by an insurer as a result of any claim made with respect to such matter under Contractor's general liability and professional (E&O) insurance policies.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

This provision shall survive the termination or expiration of this agreement.

9. Relation of Parties



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

10. Disputes

- A.** In the event of any dispute arising out of or relating to this agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. Pending resolution of any such dispute, Contractor shall continue without delay to carry out all its responsibilities under this agreement unless the agreement is otherwise terminated in accordance with the termination provisions herein. County shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.
- B.** Reservation of Court Jurisdiction for Certain Issues. Notwithstanding any other provisions of this agreement (including the provisions of section A above), Contractor may rely upon, and avail itself of, the court system of any applicable jurisdiction to enforce any rights or remedies provided by the terms of this agreement or any additional rights or remedies, at law or in equity, allowed under applicable law (including the entry of temporary or permanent injunctions and/or orders of specific performance) with respect to the continuing obligations contained herein regarding the protection of proprietary rights, intellectual property rights, trademark rights and confidential information. Nothing in this agreement shall be interpreted to require Contractor to take legal or other affirmative action, the decision to do so in each case being solely within the discretion of Contractor.

11. Notice

All notices, amendments, consents, or other communications (“Notices”), including change of address of either party during the term of this agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County, Sheriff Department
Civil Bureau
Attn: Lt. Robert Hunt
801 11th Street, Ste 2200
Modesto, CA 95354
209/567-4459

Contractor: Teleosoft, Inc.
1700 7th Avenue, Suite 150
York, PA 17403
E-mail: luke.gatchell@teleosoft.com
Fax: 866/894-2784

Additional communications ("Notices") which are required or permitted to be given under this agreement shall be subject to the following requirements:

- A. How Given. Notices may be given electronically, by facsimile, or in writing. If given electronically or by facsimile, notices shall be confirmed by written communication. All notices given or confirmed by written communications shall be delivered by certified mail (return receipt requested) or by nationally recognized overnight delivery service.
- B. Where Delivered. All notices must be addressed to the appropriate party at the addresses set forth above. Either party may designate, by notice to the other, substitute addressees or addresses for notices; and thereafter, notices must be directed to those substitute addressees or addresses.
- C. When Effective. Notices delivered electronically or by facsimile will be effective on the date of transmission; provided, however, that written confirmation thereof is sent by certified mail or by nationally recognized overnight delivery service within two (2) business days from the date of transmission.

12. Severability

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

13. Force Majeure

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

14. No Waiver

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

15. Entire Agreement

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



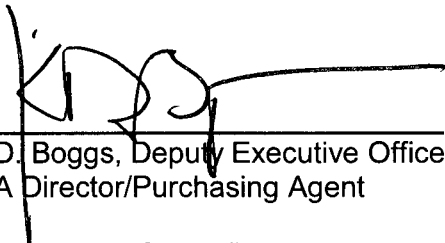
16. Continuing Obligations

The provisions of section 4 (confidentiality) and section 5 (ownership and licenses of intellectual property rights) of this agreement shall survive the expiration, termination, or cancellation of this agreement by either party for any reason, and any disputes, claims or controversies arising from such continuing provisions may be enforced by either party under the applicable provisions of section 11 (disputes).

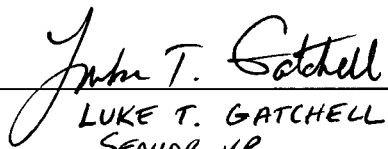
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

TELEOSOFT, INC.

By: 

Keith D. Boggs, Deputy Executive Officer,
GSA Director/Purchasing Agent
"County"

By: 

Name LUKE T. GATCHELL
Title SENIOR VP
"Contractor"

(Approved: BOS Resolution No. 2015-331)

APPROVED AS TO CONTENT:
Sheriff Department

By: 

Adam Christianson, Sheriff

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 

Robert J. Taro, Deputy County Counsel

EXHIBIT A: STATEMENT OF WORK**PREAMBLE**

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

1. Project Background

Teleosoft, Inc. has implemented and installed software for the Stanislaus County Sheriff's Department Civil Bureau. The software for this installation is web-based and utilizes the Microsoft .NET Framework and Microsoft SQL Server.

2. Scope**2.1. Maintenance Services**

The following are the maintenance services that will be performed by Contractor in connection with the software. Contractor shall:

- 2.1.1. Develop and provide corrections, changes, or workarounds ("corrections") for any defects, errors, or malfunctions in the software (collectively, "defects"), discovered by County, on a timely basis;
- 2.1.2. Provide to County all improvements, modifications and enhancements ("improvements", which term will not include improvements, modifications and enhancements which are developed by Contractor specifically for its other customers which are specific to the systems or software of such other customers) to the software which Contractor shall make or acquire from time to time and which Contractor makes available to its clients generally

Documentation of the above shall be provided at no additional cost and shall be adequate to inform County of any problems resolved and any significant differences resulting from the release which are known by Contractor. Contractor warrants that each such general release shall have been tested and shall perform according to the specifications. Contractor agrees to correct, at no cost to the County, corrupted data that may result from any system deficiency introduced by the improvements.

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

Performance Standard Measurement. Contractor shall maintain the system, in whole and in part, to meet the performance standards. Contractor will conduct tests for measuring and certifying the achievement of the performance standards. Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report Contractor'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 County. Contractor will provide County with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

- 2.1.3. Provide County any upgrade releases ("upgrade releases") to the software and all new versions and releases of the software, which Contractor makes available to its clients generally;
- 2.1.4. At all times provide maintenance services for at least the current and one (1) previous release of the licensed software; provided, that Contractor's obligation to maintain a previous release will terminate 120 days after the current release was made available to County

2.2. Reporting Procedures

- 2.2.1. The first line of support will be the Contractor's help desk, who will contact Brandon Balcom from the Sheriff Department.
- 2.2.2. The Contractor shall maintain a technical support entry point ("Support Center") in Pennsylvania, identified by a dedicated phone number and e-mail address. County 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.
- 2.2.3. Support calls and/or emails will be responded to as follows:

Level 5 - Emergency - The System no longer functions.

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

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

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

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

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

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

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

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

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

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

Database. Contractor shall maintain and make available online to County a database of all change requests, deficiencies, and other problems reported by or known to Contractor in the software. The database shall include, as a minimum, the following:

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

2.3. Coverage

2.3.1. Contractor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the covered software if the County has made changes to the system hardware / software configuration or modifications to any supplied source code which changes effect the performance of the covered software and were made without prior notification and written approval by Contractor.

2.3.2. Contractor assumes no responsibility for hardware vendor operating systems or other system software.



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

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

Another example is SQL Server releases;

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

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

2.3.4. Coverage is limited to the software operating at the following County site(s):
Stanislaus County, CA

2.4. Change Management

The parties shall develop a mutually agreeable change management process. At a minimum, such process shall require Contractor to notify County and obtain County’s approval prior to implementing any material changes to the services provided by Contractor hereunder or any changes which could materially affect County’s use of the software as contemplated in this agreement.

3. Price and Payment

3.1. Fees

- 3.1.1. Maintenance services for the applications and configuration listed in this agreement will be provided for a fee of \$34,579 (as referenced on page 17, Exhibit A of the contract agreement) for the first year which shall commence after the expiration of the 30 day warranty period which follows final acceptance. Maintenance for the first year after expiration of the 30 day warranty shall be pro-rated based upon a calendar year (January 1st through December 31st) for the first year of this agreement so that renewals will align with the calendar year. Each annual increase shall not exceed 4% per year. The Contractor shall use the current Consumer Price Index (CPI) detail report [Table 27-Historical Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W): U.S. city average, all items-continued] to determine the annual increase. The Contractor shall not increase the annual maintenance by more than 2% per annum above the CPI "Annual avg." The CPI Detailed Report can be retrieved from <http://www.bls.gov/cpi/#tables> under the CPI Tables Heading. Should additional software be licensed and installed at the covered site(s), the fee will be adjusted to reflect the additional software. Rates will be reviewed and adjusted accordingly when another site is added and/or the server base increases (i.e., added equipment and/or installed software) and/or software to be supported exceeds the covered software.
- 3.1.2. County agrees to reimburse Contractor 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), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Any such expenses require the prior approval of County.
- 3.1.3. County 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, County shall promptly pay to Contractor an amount equal to any such items actually paid, or required to be collected or paid by Contractor.

3.2. Invoices

- 3.2.1. Maintenance fees will be invoiced annually, thirty (30) days in advance of the year.
- 3.2.2. 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.
- 3.2.3. Invoices shall be due and payable within thirty (30) days after date of invoice. County may not withhold any amounts due hereunder and Contractor reserves the right to cease work without prejudice if amounts are not paid when due.

SOFTWARE LICENSE AGREEMENT

This Agreement is made and entered into by and between the County of Stanislaus ("County") and Teleosoft, Inc., a Pennsylvania Corporation ("Contractor"), as of July 1, 2015 (the "Agreement").

RECITALS

WHEREAS, Contractor owns certain software identified herein,
WHEREAS, Contractor desires to convey, and County desires to receive, certain limited rights in said software pursuant to the terms and conditions contained in this Agreement,
NOW THEREFORE, Contractor and County agree as follows:

1. Definitions

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



2. License and Use

- A. Grant of License.** Subject to the terms and conditions of this Agreement, Contractor grants to County a perpetual, non-exclusive, non-assignable license to install and use the Software on County Server computers in County's possession (the "License"). County may make copies of the Software, in non-printed, machine readable form, in whole or in part, provided that such copies are for County's own use. County will make no other copies of the Software except as authorized herein. Title to the Software will remain vested in Contractor, and nothing in this Agreement will give or convey any right, title or interest therein to County except as a County under the terms of this Agreement.
- B. Use of Software.** Contractor grants to County the right for an unlimited number of users of the Software including employees, partners, vendors and the public. County shall not permit use of the Software by any other person without the express written consent of Contractor, and nothing in this Agreement shall be interpreted as granting any right to County to sell, lease, sub-license, assign or otherwise permit copying, transmittal or use of the Software by or for the benefit of any other person

3. Term and Termination

- A.** The License commences as of the Effective Date of this Agreement, and remains in force until County stops using the Software or until Contractor terminates this License pursuant to the terms herein. Upon termination of this agreement, County will (i) return all copies of the Software to Contractor without demand or notice, or (ii) permanently delete or destroy all copies of the Software in its possession and submit to Contractor a sworn affidavit signed by County attesting to such destruction.
- B. Termination.** Unless terminated as provided herein, this Agreement will extend for a period of Five (5) years from the expiration of the 180 day warranty and will automatically renew from year to year thereafter, unless earlier terminated as provided herein. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, County agrees to pay Contractor for all of Contractor's Work performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.
- C. Title.** Contractor and its suppliers hold all right, title and interest in the Contractor Technology and Third-Party Software.
- D. Documentation.** Contractor shall provide two sets of Documentation for use in electronic format compatible with Microsoft Corporation's then generally available Office products and written format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Contractor is providing Services therefor. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. Contractor's Documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing County access to its web based Documentation information. Contractor may also provide such information on CD ROM. Contractor grants County a nonexclusive, perpetual, nonterminable,



irrevocable right to use, make derivative works based upon, modify, and reproduce the Documentation furnished pursuant to this Section at no additional charge.

- E. Copies.** County will reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in part, or on any form of the Application Software and its Documentation. County will maintain records of all copies it makes of the Proprietary Software.
- F. Restrictions.** Except as otherwise permitted in this Agreement, County agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any third party or lease the Software or any copy of it which is provided in Object Code format.
- G. Replacements.** County shall be entitled to exercise its rights to Application Software on the Equipment or any replacement equipment used by County, and with any replacement Third Party Software chosen by County without payment of additional Charges, Purchase Prices or other amounts.
- H. Third Party Software Licenses.** Prior to utilizing any Third Party Software product that may be included as part of a Software Deliverable to County and that could be licensed directly to County by the Contractor if the Third-Party Software would be installed on County Equipment, Contractor shall provide to County copies of any applicable license agreement from the Contractor of the Third Party Software to allow County to pre approve such license agreement. Contractor shall assign to County such applicable licenses for the Third Party Software upon Acceptance of the System.
- I. Versions.** Unless otherwise mutually agreed to in writing, Contractor shall, during the Project, maintain any and all Third Party Software products at their most current version or no more than one version back from the most current version and no additional charge, provided that such Third Party Software version upgrades can be installed and maintained with the Staff proposed in the Response for the Maintenance Services. However, Contractor shall not maintain any Third Party Software versions, including one version back, if any such version would prevent County from using any functions, in whole or in part, or would cause Deficiencies in the System. If implementation of an upgrade to a Third Party Software product requires personnel in addition to the Staff proposed in the Response for the Maintenance Services, County and Contractor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, the additional Charges, if any, to be paid by County for such upgrade. Any additional costs that are charged by a Third Party Software manufacturer for an upgrade to a Third Party Software product that is not covered by such product's maintenance agreement shall be charged to and paid for by Contractor.
- J.** For the purpose of maintaining and supporting more current platform(s), both County and Contractor agree that a currently supported Microsoft Environment is the most current release, and the previous two releases. An example is the client operating system:

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



Another example is SQL Server releases;

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

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

6. Confidentiality

- A. Confidential Information Defined. For purposes of this Agreement, “Confidential Information” shall mean: (i) any and all information, data, source code, stored procedures, knowledge, technology, and know-how relating to the design, production, manufacture, programming, and operation of the Software, whether in electronic, written or verbal form, provided or developed by Contractor and provided to County under this Agreement, and (ii) any and all other data or information that is clearly labeled or identified as confidential or proprietary when disclosed by Contractor to County.
- B. Standard of Care for Confidential Information. County shall protect all Confidential Information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- C. Restricted Disclosure. Except as expressly permitted by the terms of this Agreement, County shall not use for its own benefit (or for the benefit of any third party), or disclose, publish, release, transfer or otherwise make available to any third party, any Confidential Information without Contractor’s prior written consent.

7. Ownership and Licenses of Intellectual Property Rights

- A. Exclusive Rights of Contractor. As between Contractor, County, and any end-user of the Software, Contractor retains exclusive ownership of all Intellectual Property Rights and Trademark Rights. Except as expressly licensed in this Agreement, all right, title, and interest to or in any such Intellectual Property Rights and Trademark Rights are reserved to Contractor.
- B. Improvements. As between Contractor, County, and any end-user of the Software, Contractor will exclusively own all Intellectual Property Rights in and to all Improvements made to the

Software. Except as expressly provided in this Agreement, all right, title, and interest to or in any such Improvement is reserved to Contractor.

- C. User Data. Ownership of all User Data input or otherwise provided by County or any permitted end user shall remain exclusively with County.
- D. Proprietary Rights Protection. Except as expressly permitted herein, neither County nor any other person or entity may reproduce, alter, adapt, modify, create Improvements to, distribute, sublicense, transfer, rent, lease, loan, timeshare, otherwise make available to third parties, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software. County shall place copyright, trademark and other proprietary rights notices on all copies of the Software.

8. County's Obligation to Notify of Infringement

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

9. Software Warranty and Disclaimer

- A. Warranty of Ownership and Use. Contractor warrants: (i) that it is the lawful owner of all right and title to the Software and that it has the right to enter into this Agreement with County; (ii) that to the best of its knowledge, the Software does not infringe any patent, copyright, trademark, or other proprietary right of a third party; and (iii) that the Software can be used by County pursuant to this Agreement without infringing upon the proprietary rights of any third party.
- B. Limited Product Warranty. Contractor warrants that, for a period of 180 days from the date of System Acceptance (the "Warranty Period"), that the System shall function, operate and perform in full and complete conformity with the requirements of this Contract and Accepted designs, descriptions, and Specifications. The County's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty
- C. Contractor will have no responsibility, warranty or other obligations for schedule delays caused by the County or with respect to work improperly performed by County, the failure of a Deliverable due to misuse or misapplication by the County, or a failure to perform due to a force majeure event
- D. Warranty Procedures. In the event that County believes that the Software does not conform to the limited product warranty described in the preceding section, County shall notify Contractor thereof describing with particularity the problems encountered. In the event that Contractor determines that software coding errors or other software defects exist, Contractor shall take one of the following actions, after conferring with County: (1) correct such software coding errors or other software found by Contractor to be defective, or (2) refund to County the license fee paid to Contractor under this Agreement. If the problem is deemed by the parties to be a fault in the development of the Software, Contractor shall arrange to provide appropriate trouble-shooting, repair, or programming services (either on-site or by remote access, at Contractor's discretion) to repair, correct or resolve the problem. Contractor's obligation to provide service and resolve problems under this warranty shall extend only to such problems duly reported to Contractor during the Warranty Period.

- E. Inquiry Assistance.** Contractor shall, from Monday through Friday, 8:00 a.m. – 5:00 p.m., Pacific Time, within 30 minutes for an emergency inquiry (in County’s judgment) or within two hours of any other County inquiry, respond to the inquiry with the following, as applicable:
- a) Responses to questions relating to the Software, including without limitation isolating problems to the Software or Data;
 - b) The development, on a best efforts basis, of a temporary solution to or an emergency bypass of a Deficiency;
 - c) Corrections and repairs of errors, problems or Deficiencies with the Software, to the extent technically feasible; and
 - d) Clarification of Documentation.
- F. Database.** Contractor shall maintain and make available online to County a database of all Change Requests, Deficiencies, and other problems reported by or known to Contractor in the Software. The database shall include, as a minimum, the following:
- a) Date and time Contractor was notified;
 - b) Date and time of arrival or inquiry response;
 - c) Time spent for resolution of Deficiencies;
 - d) Description of Deficiency;
 - e) Description of severity level of Deficiency, e.g., Level 5, 4, 3,2,1;
 - f) Description of Deficiency resolution; and
 - g) Date of resolution.
- G. Warranty Exclusions.** In the event that Contractor has provided service under this warranty and the problem is later agreed to by both parties to be caused either: (i) by an error in the use of the Software rather than a fault or error in the Software itself, (ii) by failure to follow Contractor’s operating instructions or the operating instructions of any other software program manufacturer or vendor of any software included in any related program application, (iii) by a hardware error, including but not limited to design error or hardware malfunction, (iv) by modification of the Software without Contractor’s prior written consent, or (v) by a software error in any program code other than the Software, then Contractor reserves the right to, at its option, to charge County at Contractor’s standard labor rates for the service time expended by Contractor in investigating the reported problem and reaching such determination
- H. Disclaimer of Warranty Liability.** THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SOFTWARE, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REMEDIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER THE SAME ARE WRITTEN, VERBAL, IMPLIED, OR STATUTORY.

10. Indemnification, Consequential Damages, and Limitation of Liability

To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless the other party in connection with claims, losses, damages, liabilities and lawsuits, including reasonable attorney fees, to the extent they arise from, or alleged to arise from, each party's negligent acts, errors, or omissions in connection with a party's performance under this Agreement. The indemnity shall include claims by a third-party arising from the unauthorized use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used in the performance of this Agreement. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed.

In no event shall either party be liable for any indirect, special, incidental or consequential damages to the other party. The indemnifying party shall control and pay the reasonable expenses of defending any claims which are subject to the foregoing indemnification. In connection therewith, the indemnifying party shall have the right to settle any such claim subject to the indemnified party's consent, which consent shall not be unreasonably withheld, conditioned or delayed. The indemnified party shall have the right, at its own expense, to participate in the defense of such claims.

Contractor's defense and indemnity obligation shall not exceed the actual amount paid by an insurer as a result of any claim made with respect to such matter under Contractor's general liability and professional (E&O) insurance policies.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

This provision shall survive the termination or expiration of this Agreement.

11. Maintenance

No software maintenance is included under the terms of this Agreement. Contractor's obligations with respect to maintenance and support, including upgrades, if any, will be set forth in a separate written agreement between the parties.

12. Relation of Parties

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

13. Disputes

A. In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. Pending resolution of any such dispute, Contractor shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. County shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.



B. Reservation of Court Jurisdiction for Certain Issues. Notwithstanding any other provisions of this Agreement (including the provisions of Section A above), Contractor may rely upon, and avail itself of, the court system of any applicable jurisdiction to enforce any rights or remedies provided by the terms of this Agreement or any additional rights or remedies, at law or in equity, allowed under applicable law (including the entry of temporary or permanent injunctions and/or orders of specific performance) with respect to the continuing obligations contained herein regarding the protection of proprietary rights, Intellectual Property Rights, Trademark Rights and Confidential Information. Nothing in this Agreement shall be interpreted to require Contractor to take legal or other affirmative action, the decision to do so in each case being solely within the discretion of Contractor.

14. Notice

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

A. How Given. Notices may be given electronically, by facsimile, or in writing. If given electronically or by facsimile, Notices shall be confirmed by written communication. All Notices given or confirmed by written communication shall be delivered by certified mail (return receipt requested) or by nationally recognized overnight delivery service.

B. Where Delivered. All Notices must be addressed to the appropriate party at the addresses set forth below. Either party may designate, by Notice to the other, substitute addressees or addresses for Notices; and thereafter, Notices must be directed to those substitute addressees or addresses.

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

If to County: Stanislaus County, Sheriff Department
Civil Bureau
Attn: Lt. Robert Hunt
801 11th Street, Ste 2200
Modesto, CA 95354
209/567-4459

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

15. Audit

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

16. Severability

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

17. Force Majeure

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

18. No Waiver

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

19. Entire Agreement

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

20. Continuing Obligations


The provisions of Section 5 (Confidentiality) and Section 6 (Ownership and Licenses of Intellectual Property Rights) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement by either Party for any reason, and any disputes, claims or controversies arising from such continuing provisions may be enforced by either Party under the applicable provisions of Section 12 (Disputes).



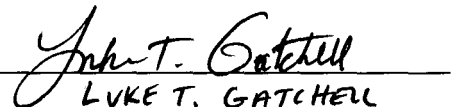
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

TELEOSOFT, INC.

By: 


 Keith D. Boggs, Deputy Executive Officer,
 GSA Director/Purchasing Agent
 "County"

By: 

 Name LUKE T. GATCHELL
 Title SENIOR VP
 "Contractor"


(Approved: BOS Resolution No. 2015-331)

APPROVED AS TO CONTENT:
Sheriff Department

By: 

 Adam Christianson, Sheriff

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 

 Robert J. Taro, Deputy County Counsel

AGREEMENT

This Agreement is made and entered into by and between the County of Stanislaus ("County") and Teleosoft, Inc., a Pennsylvania Corporation ("Contractor"), as of July 1, 2015 (the "Agreement").

Introduction

WHEREAS, the County has a need for contract services involving an automated civil system software (the "CountySuite Sheriff Web-Base Application Services") as described in the County of Sacramento's RFP No. 8036 SSD for an Automated Civil System. All services provided by Contractor and the manner in which services are to be provided are more particularly set forth in Request for Proposal No. 8036 issued by the County of Sacramento; Contractor's responding proposal, as well as any plans, specifications, process maps addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1st, Exhibit A, 2nd, this Agreement and 3rd the RFP; and

WHEREAS, Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in the attached "Scope of Services for Contractor full Software License Agreement and the Software Maintenance Agreement," (the "Scope of Services") which is made a part hereof by this reference.

1.2 County acknowledges that the implementation process described in the "Scope of Services" is cooperative in nature and that County must complete its tasks designated therein in a timely manner in order for Contractor to proceed with and complete the CountySuite Sheriff Web-Based Application Services. County delays during the implementation period may have adverse collateral effects on Contractor's overall work schedule. Although Contractor will use its best efforts to immediately resume work following such a delay, County acknowledges that schedules for the CountySuite Sheriff Web-Base Application Services may be delayed by more than the number of days delayed by County. County agrees that if additional time is required to complete the Web-Base Application Services because of County delays, such time will be charged to County at Contractor's then current time and materials rates.

2. Consideration

2.1 Contractor shall be compensated as set forth in Exhibit A.

2.2 Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services, unless sooner terminated as provided below or unless some other method or time of termination is listed in the Scope of Services.

3.2 Either party may terminate if the other party materially breaches this Agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of bankruptcy or insolvency of either party.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in the Scope of Services must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor, not the County, has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of Contractor's work under this Agreement.

6.1.3 Automobile Liability Insurance. If Contractor or Contractor's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, Contractor certifies under section 1861 of the Labor Code that Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 Contractor shall obtain a specific endorsement to Commercial General Liability insurance policies naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of Contractor;

6.4 Contractor's insurance coverage shall be primary insurance regarding the County

and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail (a) thirty days written notice of cancellation and (b) ten days notice of cancellation for non-payment of premium to County but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of Contractor in contributing to such

claim, damage, loss and expense.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Contractor shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Contractor or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Contractor to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Contractor.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 Contractor is permitted to provide services to others during the same period service is

provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of Contractor's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by Contractor.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, Contractor and Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The parties agree to keep confidential all information obtained or learned during the course of furnishing and receiving services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political

affiliation, sex or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County. Notwithstanding, Contractor may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County, GSA Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor: Teleosoft, Inc.
1700 7th Avenue, Ste. 150
York, PA 17403

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the

application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

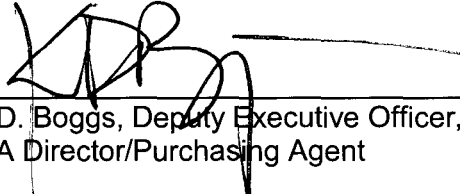
21. Governing Law and Venue

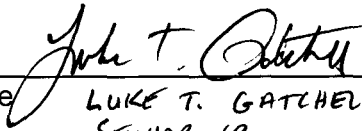
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS


TELEOSOFT, INC.

By: 
Keith D. Boggs, Deputy Executive Officer,
GSA Director/Purchasing Agent
"County"

By: 
Name LUKE T. GATCHELL
Title SENIOR VP
"Contractor"

(Approved: BOS Resolution No. _____)

APPROVED AS TO CONTENT:
Sheriff Department

By: 
Adam Christianson, Sheriff

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Robert J. Taro, Deputy County Counsel

EXHIBIT "A"

A. SCOPE OF WORK

Paragraph 1.1 of the body of this Agreement is amended to read as follows:

a. The Contractor shall install CountySuite web-based application which is installed on a single server and is accessed via any standard web browser (Internet Explorer 9 or above is recommended). Microsoft Windows Server (2008 or above) and Microsoft SQL Server (2008 R2 or above) are required along with the appropriate licenses (not included).

b. Users are limited to employees of the County of Stanislaus Sheriff Department, California. There is no per-user fee.

c. Contractor shall install CountySuite Sheriff Software for the Stanislaus County Sheriff's Department. The software for this installation shall be web-based and utilizes the Microsoft.NET Framework and Microsoft SQL Server as features of the County Suite are described below:

1. Technology

- 1.1. Upgrades to the application can be done remotely in cooperation with the County's IT department and immediately be available to all users.
- 1.2. Browser-based interface doesn't require installs on each user machine.
- 1.3. User Security integrates with Windows Active Directory.
- 1.4. Reporting creates PDF documents for reliable printing and emailing.
- 1.5. Auditing system tracks every change to data within the system by time and user.

2. Unified System

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

- 2.10. An unlimited number of docket events can be associated with each case, or each instruction, or each service.
- 2.11. Reports pull from information already entered into the system, so there is no need to enter information again (like case numbers, case participants, addresses, etc.).
- 2.12. Contact details for all services include physical characteristics (height, weight, scars, etc.) and the ability to store pictures and images.

3. Civil Actions

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

4. Personal Property

In addition to 3.1 – 3.4:

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

5. Real Property

In addition to 3.1 – 3.4:

- 5.1. Clearly show the current state of a Real Property case, what the next step would be, and the required timeline for those events.
 - 5.2. Define and schedule sale dates whenever necessary.
 - 5.3. Manage all properties associated with a sale date from one interface.
 - 5.4. Cancel, postpone, and enter advertising events for multiple properties at once.
 - 5.5. Create crier reports for the sale with a single button click (showing case info, address, sheriff costs, etc.).
 - 5.6. Enter sale costs for properties associated with a sale date from a single interface (including the ability to automatically split a total cost across all properties).
 - 5.7. Track all costs with an integrated sale worksheet (sheriff costs, judgment costs, municipal costs, etc.).
 - 5.8. Default costs are all pre-entered when a real property case is created (as defined by the County of Stanislaus).
 - 5.9. Generate a sale costs report with a single button click.
 - 5.10. Generate a sale poster using property and legal description information (entered via cut & paste).
 - 5.11. Generate a distribution schedule after the sale.
 - 5.12. Generate a sheriff's deed using the information already entered prior to the sale.
 - 5.13. Enter the municipality with the property address and have the system automatically generate municipal notices for all the appropriate authorities (tax collector, sewer, water, refuse, etc.).
 - 5.14. Automatically calculate service and posting mileage costs from deputy actions based on the mileage entered.
 - 5.15. Easily transfer sale costs from the sale worksheet to the accounting ledger after a sale.
 - 5.16. Optionally Includes a public web-site application that shows up-to-date sale status (active, postponed, cancelled), attorney contact information, judgment amount, etc.
 - 5.17. Generate Letters as required throughout the process.
6. Temporary Restraining Order
- In addition to 3.1 – 3.4:
- 6.1. Includes support for *In Forma Pauperis* (IFP) and being deputized by an out-of-county or out-of-state sheriff's office.
 - 6.2. Contact details for TRO defendants include physical characteristics (height, weight, scars, etc.) and the ability to store pictures and images.
 - 6.3. A TRO list can be generated of all active TROs with expiration date (when applicable).

7. Civil Bench Warrants

In addition to 3.1 – 3.4:

- 7.1. Contact details include physical characteristics (height, weight, scars, etc.) and the ability to store pictures and images.
- 7.2. Supports additional information like Crimes Codes, state and FBI numbers, extradition codes, etc.
- 7.3. A warrant list can be generated of all active warrants and/or warrants that have been served, but costs are still owed.
- 7.4. Permissions and authentication system ensures only individuals with the proper access can see and process warrants.
- 7.5. Generate Bench Warrant letters.

8. Accounting

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

9. Mobile Deputy Application

- 9.1. Display all services available to be delivered within the system.
- 9.2. Sort by expiration date, name, address, case number, etc.
- 9.3. Deputy can "check out" a service, and then track notes, mileage, attempts, address changes, etc. throughout the day.

- 9.4. Once “checked out”, all service information can be entered and recorded “offline”, and then updated when connectivity is restored.
- 9.5. All data entered by the deputy is imported into the system with a single button click.
- 9.6. Mileage costs can be automatically calculated and added to the ledger when a service is “checked in”.
- 9.7. Address changes made by the deputy are added to the contact information.
- 9.8. Notes can be associated with the service, the individual or the address (special warnings, directions, etc.).
- 9.9. Deputy daily logs are searchable and printable from the internal office application by deputy managers.
- 9.10. All daily log events can be tracked (traffic citations, etc.), not just attempts related to civil process.
- 9.11. Metrics reports are available to list how many services of each type were performed over a specified date range, etc.

10. Scan and Attach Documents

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

11. Earned Withholding Order (EWO)

- 11.1. Modifications to current system to more easily manage EWO deposits/payments within a particular case, and across all active cases. Additional screens would be created showing the ledger, current balance, etc.
- 11.2. Implement rules and logic to allow the system to automatically determine when an EWO payout is authorized or not.
- 11.3. Implement rules and logic to determine if an EWO can be filed (ie. the defendant already has an EWO, has filed bankruptcy, etc.).
- 11.4. Implement rules and logic to automatically calculate the correct interest amounts, and update the case ledger.
- 11.5. Disbursements, Claim for Exemption.

12. Bankruptcy Stipulations

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

13. Report Enhancements

- 13.1. Update report formats and contents to comply with current California and county statutes.
- 13.2. Reports are designed to allow expansion of data text fields so that information is not cut-off.
- 13.3. Generate all service forms and trip tickets for deputies.
- 13.4. Support bar coding of reports.

14. System Analysis and Design

- 14.1. Conduct Interviews with key personnel identifying:
 - 14.1.1. Processes and Procedures.
 - 14.1.2. Accounting details.
 - 14.1.3. Personnel and User Authorizations.
 - 14.1.4. Sample papers and reports.
- 14.2. Create Project Plan

15. Base Hardware & Software Setup

- 15.1. Setup and configure Operating Systems and Active Directory integration.
- 15.2. Configure IIS Server(s).
- 15.3. Configure SQL Server(s).
- 15.4. Test hardware and network connectivity.
- 15.5. Obtain remote access credentials.

16. Configuration Updates

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

17. Data Migration

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

18. Training

- 18.1. General user training sessions, which would include everyone.
 - 18.1.1. These sessions shall be broken into 4 hour periods (or four 1 hour periods), thereby giving the users a break between each session.
 - 18.1.2. The process shall be to train the first group of people and then train another group of people. The next day the first group would come back for their next session, and so on. This prevents burnout and also allows the users to think of questions, or play with things they learned on the test server in between classes.
- 18.2. Accounting training
 - 18.2.1. Specific to the finance staff. This would cover issues like deposit verifications, void, NSF, bank reconciling, check printing and accounting reports.
- 18.3. Deputy training
 - 18.3.1. The number of classes here would depend on how many deputies will be performing civil process. Contractor will provide as many classes required so that the classes can remain small.
- 18.4. Administrator training
 - 18.4.1. These classes would cover how to manage security administration, making changes to things like key official names, common multipliers (mileage), and default costs, etc.
- 18.5. Train-the-trainer
 - 18.5.1. These classes shall cover the materials presented in the above sessions to allow an internal office user to present these same training classes later on.

19. Testing

- 19.1. Go Live on the Test server
- 19.2. Functional testing
 - 19.2.1. Workflow testing and verification.
 - 19.2.2. Mobile Deputy testing.
- 19.3. Reliability
- 19.4. Accuracy (Configuration Settings are correct, etc.)
- 19.5. Security
- 19.6. Users are comfortable and ready to use the system in day to day operations

20. Go Live on Production Server

20.1. Contractor's personnel shall be on-site to support the launch and assist any users.

B. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from the date of this Agreement through June 30, 2016 unless otherwise terminated as provided below, during which time software product, installation and configuration, training and support services shall remain firm. Thereafter, this Agreement will not automatically renew but may be renewed for four (4) additional one-year terms by mutual, written agreement of the parties. Under no circumstances shall the Agreement be extended beyond June 30, 2020. Such renewal shall be in the form of an amendment to the Agreement as described in Section 17 of the body of this Agreement.

C. COMPENSATION

The details below are a summary of what is located in the full Software License Agreement and the Software Maintenance Agreement.

CountySuite: Sheriff Base Application **\$272,893**
Favorable Location Credit (5.5%): **\$15,000**

(See Exhibit B: Payment Schedule) Total Price: \$257,893

This includes:

- Installation of the CountySuite: Sheriff web-based application on a single server with the following modules:
 - o ACCOUNTING
 - o CHECK PRINTING
 - o CIVIL ACTIONS (Complaint, Summons, Order, Subpoena, etc.)
 - o PERSONAL PROPERTY (Levies, EWO, Possession, Seizure, Eviction)
 - o REAL PROPERTY
 - o TEMPORARY RESTRAINING ORDERS (TRO)
 - o CIVIL BENCH WARRANTS
 - o SCAN & ATTACH
 - o MOBILE DEPUTY (10 Mobile Units)

- Data Migration from current system, including accounting data.
- Perpetual, non-assignable, non-exclusive right and license to use.
- Customization for the location (names of officials, addresses, logos, etc.)
- Up to one week of personal Training.
- See: Statement of Work.
- OPTIONAL MODULES not included: Attorney Portal, Calendaring, Case Assignment, Child Support Services, Dispatch Integration, eFile, EFT Portal, GIS Integration, Levy Inventory, Services Public Portal, Sheriff Sale Public Portal, Warrants Public Portal

Annual Maintenance & Support:

(See attached)

This includes:

- General Help Desk support.
- Database maintenance.
- Corrections, changes or workarounds for any defects.
- All improvements, modifications and enhancements to purchased modules made available generally.

D. ACCESS TO ON-SITE EQUIPMENT

Should the Contractor require access to on-site equipment for any reason, the Contractor shall abide by County's IT security standards when utilizing any remote access method. Should Contract require physical access to equipment located in County-owned facility, access shall be coordinated through County department's IT staff. A County IT Staff member must be present while Contractor is on-site. On-site access shall be provided as needed to complete the project.

E. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel will be promptly repaired to the condition existing before the damage or shall be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

EXHIBIT "B"

PAYMENT SCHEDULE

#	License Payment Schedule	Payment Due
1	Contract Signed	\$129,000
2	Analysis & Design Complete <ul style="list-style-type: none">• See Exhibit A: Section 14• Final deliverable is a Project Plan	\$25,800
3	Testing Hardware & Software Setup <ul style="list-style-type: none">• See Exhibit A: Section 15• Final deliverable is having a test version of CountySuite Sheriff application running and available for use to the County.	\$25,800
4	County Specific Configuration Updates <ul style="list-style-type: none">• See Exhibit A: Sections 3 thru 13 and 16• Final deliverables include:<ul style="list-style-type: none">○ Civil Documents○ Accounting○ Major Levies○ General Levies	\$25,800
5	Training & Final Testing <ul style="list-style-type: none">• See Exhibit A: Sections 18 and 19	\$25,800
6	Final Data Migration – Go Live <ul style="list-style-type: none">• See Exhibit A: Sections 17 and 20• Go live is scheduled with County's approval when the county is ready.	\$25,693
		\$257,893