

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

DEPT: Public Works advised

BOARD AGENDA # *B-9

Urgent

Routine

AGENDA DATE February 9, 2016

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract to TransTrack Systems, Inc. to Implement a Data Management and Reporting Software Program

STAFF RECOMMENDATIONS:

1. Award a contract in the amount of \$307,147 to TransTrack System, Inc. of Long Beach, California for Data Management and Reporting Software Program.
2. Authorize the County Purchasing Agent to execute a contract with TransTrack Systems, Inc. in the amount of \$307,147 and to sign the necessary documents.

FISCAL IMPACT:

The total cost to implement a data management and reporting software program is \$307,147 and will be funded by Local Transportation Funds (LTF). Of this amount, \$189,770 is currently available in the Public Works Local Transit Fiscal Year 2015-2016 budget and will be used to fund phases one and two of the project. The remaining balance of \$117,377 will cover maintenance and support services in years two through five of the contract and will be included in the operating budget of Public Works Transit Division for Budget Years 2016-2017 through 2019-2020.

BOARD ACTION AS FOLLOWS:

No. 2016-82

On motion of Supervisor Withdraw, Seconded by Supervisor O'Brien
and approved by the following vote.

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

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.

Approval to Award a Contract to TransTrack Systems, Inc. to Implement a Data Management and Reporting Software Program

DISCUSSION:

The Public Works Transit Division is required to submit various reports to federal and state agencies. To compile these reports, the Transit staff use information from many sources, including excel spreadsheets, the fare collection system, operational data from the County's service contractor, and financial documents produced by the County. The proposed integrated reporting system will receive data from the source, and minimize manual entries.

An integrated reporting system will provide more timely access to data, as well as reduce the cost of reporting. The project will consolidate data such as passenger revenue, operating expenses, County accounting system, scheduling system and tracking passenger ridership into one system with easy access. The web-based application uses a consolidated database and includes financial and managerial reports providing transit data, farebox revenues, route and system ridership, transit operational costs, on-time performance, schedule adherence, and service provider contract compliance.

The project is intended to improve operational efficiency by:

- Eliminating repetitive data entry processes;
- Reducing the time spent cross-referencing and reconciling the same data from multiple sources;
- Automating financial (e.g. cost and revenue allocations) and operational processes to consistently collect, analyze and report performance data;
- Streamlining daily, weekly, monthly and annual management reporting production processes; and
- Examining efficiency and effectiveness of the current system and providing recommendations to improve productivity.

The Public Works Transit Division, in conjunction with the General Services Agency (GSA), issued a Request for Proposal (RFP) in October 2014 seeking proposals to implement a data management and reporting software program. The scope of this project includes, but is not limited to:

- Integrate data from different sources including county financial reports, monthly Storer management reports, and the Public Works Transit division;
- Track fixed route and demand response ridership data;
- Allocate, calculate and track passenger revenue and farebox ratio;
- Allocate, calculate and track total operating miles and hours;
- Track bike rack and wheelchair usage on fixed route and demand response services;
- Track and monitor on-time performance and schedule adherence performance;
- Create and provide Key Performance Indicators; and
- Create customized reports for Federal and State agencies.

Approval to Award a Contract to TransTrack Systems, Inc. to Implement a Data Management and Reporting Software Program

On October 20, 2015, two proposals were submitted for review. All pricing was submitted in sealed envelopes and was not part of the evaluation process. The sealed pricing fees were opened only for the most qualified proposals. Proposals were evaluated based on the following evaluation criteria:

- Proposal summary;
- Understanding of the work to be performed;
- Experience working on similar projects with other transit agencies;
- History of implementing similar projects;
- Organizational capacity;
- Plan developed for project plan;
- Technical information on graphical interface, warranty and support, disaster recovery and back-up plan, and development of system reports; and
- Pricing proposal and financial responsibility.

Public Works Transit and Storer Transit System, Inc. staff reviewed the two proposals received and ranked them based on the above criteria in the following order:

Ranking	Consultant	Total Score
1	TransTrack Systems	135.11
2	Western Integrated Systems	77.50

Staff recommends awarding a five year contract in the amount of \$307,147 to TransTrack Systems of Long Beach, California, as the most qualified consultant based on the results of the evaluation criteria. The contract breakdown is as follows:

1. Year one costs includes gathering data, software licensing, importing custom reports, importing historical data, implementation, training and maintenance support services estimated at \$189,770. The cost also includes selection of modular add-ons to optimize effectiveness of the web-based software application.
2. Years two through five costs entail maintenance and support services estimated at \$117,377.

The department anticipates the reporting software will be operational four months after installation.

POLICY ISSUES:

The recommended actions support the Board's priorities of Efficient Delivery of Public Services by providing for a public transit system that is compliant with Federal and State efficiency standards.

Approval to Award a Contract to TransTrack Systems, Inc. to Implement a Data Management and Reporting Software Program

STAFFING IMPACT:

Existing staff in the Public Works Transit Division will oversee this project.

CONTACT PERSON:

Matt Machado, Public Works Director.

Telephone: 209-525-4153.

ATTACHMENT:

1. Contract with TransTrack Systems, Inc.

EL: dm

H:\Eunice Lovi\BOS\15.16\Data Management and reporting Contract Award Report\Data Management and Reporting Contract Award BOS2.09.16

ATTACHMENT
Contract with TransTrack Systems, Inc.

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and TransTrack Systems, Inc., a corporation, ("Contractor") as of February 9, 2016.

Recitals

WHEREAS, the County has a need for services involving Transit Reporting and Data Management Services;

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

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 The 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 **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of 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. 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.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be five (5) years from the date of approval of this Agreement, or, if sooner, 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 Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

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

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 Exhibit A 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 Exhibit A, Contractor shall provide such office space, supplies,

equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

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

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the 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 the Contractor will comply with such provisions before commencing the performance of the work of this Agreement. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition 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) the 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, the 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 the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific

endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be “where required by written contract”.

6.4 The Contractor's insurance coverage shall be primary insurance regarding County and County's officers, officials and employees. Any insurance or self-insurance maintained by County or County's officers, officials and employees shall be excess of Contractor's insurance and shall not contribute with Contractor's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. 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. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

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

6.6 The 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 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The 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 acceptable to the County; 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. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

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 the 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 the 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

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.

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, the 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. Contractor is permitted to provide services to others during the same period services are provided to County 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 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 the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and 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.

8.6 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.

8.7 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 Contractor agrees to keep confidential all information obtained or learned during the course of furnishing 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

11.1. 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant 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 non-discrimination 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.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the 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.

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 Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor:

TransTrack Systems, Inc.
Attn: Mary Sue O'Melia, President
265 Belmont Ave.
Long Beach, CA 90803

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.

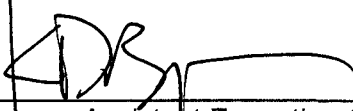
22. Order of Precedence

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

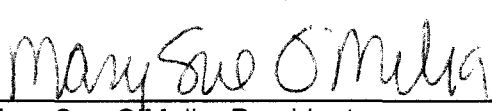
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

"County"

TRANSTRACK SYSTEMS, INC.

By: 
Mary Sue O'Melia, President

"Contractor"

APPROVED: BOS Resolution # 2016-82

APPROVED AS TO CONTENT:
Public Works Department - Transit Division

By: 
Matt Machado, Director

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


By: 
Amanda DeHart, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as set forth in the County's Request for Proposals No. 15-44-CB ("RFP"), and the Contractor's proposal Response thereto, labeled parts One, Two and Three all dated October 20, 2015 and scope of work dated January 26, 2016, are hereby incorporated into this agreement by reference.

1. For each year of the term of this Agreement, Contractor shall provide services as follows:
 - (a) Year 1: Majority of the work to be completed in Phases One and Two in the first year of the contract. Phases One and Two entail data gathering, licenses for software, custom report imports, set-up and training, import of historical data, and Year 1 maintenance and support services estimated.
 - (b) Year 2: Phase Three maintenance and support services.
 - (c) Year 3: Phase Three maintenance and support services.
 - (d) Year 4: Phase Four maintenance and support services.
 - (e) Year 5: Phase Five maintenance and support services.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. Contractor will be compensated on a lump sum basis for each task as set forth below and in the proposal Response and scope of work dated October 20, 2015, made a part hereof by this reference:
 - (a) Year 1: The total cost for Phases One and Two completed during Year 1 shall be \$189,770.
 - (b) Year 2: Phase Three maintenance and support services for Year 2 are estimated at \$28,478.
 - (c) Year 3: Phase Three maintenance and support services for Year 3 are estimated at \$29,048.
 - (d) Year 4: Phase Four maintenance and support services for Year 4 are estimated at \$29,629.
 - (e) Year 5: Phase Five maintenance and support services for Year 5 are estimated at \$30,222.
2. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to by the parties as set forth in a Schedule of Rates attached hereto, that are reasonable, necessary and actually incurred by the Contractor in connection with the services:

(a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.

(b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

3. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks.

4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed \$247,296.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

**END-USER SOFTWARE LICENSE, TRAINING AND
IMPLEMENTATION SUPPORT AGREEMENT**

PARTIES: **TransTrack Systems®**, Inc.
265 Belmont Avenue
Long Beach, California 90803
("Licensor")

Stanislaus County
1010 10th Street, Suite 5400
Modesto, CA 95354
("Licensee")

DATE: _____, 2016

PLACE: Modesto, CA

RECITALS

- A. Licensor is in the business of developing and licensing the web-based TransTrack Manager® application, available on-line to transit agencies for use in conducting interactive business activity monitoring, management performance reporting, and business processes; and
- B. Licensee desires to implement a Data Management System; and
- C. Licensee desires to obtain a license for the TransTrack Manager® software application available online and services and training support for the software, as well as development of custom imports and reports.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I. GRANT OF LICENSE

1. Grant of License. Subject to all the terms and conditions of this Agreement ("License"), and in consideration of the covenants and representations set forth herein, Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable right and license to the TransTrack Manager® application, with no right to sublicense. The TransTrack Manager® application is described in detail in Exhibit A, attached hereto and incorporated by reference ("Software"). The License is granted solely under the conditions contained

herein, and Licensee accepts such grant. The term of the License is set forth in Article IV, Section 6 below. This License and the use of the Software may not be assigned by Licensee. The License, the Software, and user Documentation and training materials may not be disclosed, sublicensed, published, released or transferred to another party by Licensee without the prior written consent of Licensor, or except as provided in this License, or by reason of law required of Licensee by state regulations.

2. Ownership Rights. The Software and the documentation related thereto ("Documentation") are proprietary to Licensor and title thereto remains in Licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software are and shall remain in Licensor. The Licensee shall own data ("Data") input or imported into the Software by the Licensee.
3. Domain. Licensee agrees to access the Software through the Internet at the web address: www.transtrack.net. Access to this domain ("Domain") will be through a special pass code given to Licensee, which is personal to it and is granted through this License Agreement.
4. Restrictions. The Software may not be rented, loaned, leased, sublicensed, sold or distributed by Licensee to any person, entity, corporation, municipality or agency thereto. Licensee may not alter proprietary notices, labels, or markings on the Software whether on the Domain or elsewhere. Licensee may not modify, translate, reverse engineer, disassemble, or decompile the Software. Access to the Domain may not be assigned or utilized by any other entity or persons other than Licensee. Shared access to the Software will be provided with separate pass codes given by Licensor to the Licensee. All data ("Data") input into the Software by Licensee shall be owned by the Licensee.
5. Documentation. Licensor shall supply complete Documentation necessary for Licensee to use the Software effectively. Documentation includes, but is not limited to, user manuals, and file descriptions. Licensee shall have the right, as part of the License granted herein, to make as many additional copies of the Documentation for its own use as it may reasonably determine it needs.

ARTICLE II. TRAINING, IMPLEMENTATION AND SUPPORT SERVICES

1. Set-Up and Training Services. In connection with the grant of the License, Licensor shall provide Licensee with certain initial user training, implementation and initial set-up services so that the Software will conform to the organizational needs and business logic requirements of the Licensee. Such services are set forth in the Implementation Set-Up and Training Services described in Exhibit "B", and attached hereto and incorporated by reference.

With respect to the Set-Up and Training Services, the Customization and Programming Services, and the Support Services which are set forth in this Article II Sections 1, 2, and 3, Licensor warrants that all such Services, which are more fully described in Exhibits B, C, and D of this License, shall be performed in a skillful and competent manner which meets or exceeds the industry standards for experienced consultants providing similar services as provided hereunder. Licensor represents that its employees have all qualifications and approvals of whatever nature that are required to perform such Services.

3. Customization and Programming Services. Under this License, there may be some customization of Licensor's proprietary Software ("Customized Software"). The fees for the Customized Software are already included in the prices set forth in the Exhibits to this License. Should Licensee ask for additional custom features beyond the scope of what has been agreed upon by the Parties for functionality or "look and feel", Licensee shall make requests for such customization and Licensor will determine if it is able to perform such additional services and the fees that will be associated with those as well. Aside from any intellectual property belonging to Licensee which is subsequently utilized in any customization, Licensor shall retain all right, title and interest in any elements of its existing Software that are incorporated into any customized product, including but not limited to, rights to patents, copyrights, trademarks, trade secrets, transferable technical data, know-how, source code, processes, future improvements, plans, drawings, specifications, and methods of manufacture incorporated in and to any Customized Software and programming services outlined in Exhibit "C", and attached hereto and incorporated by reference. Subject to the rights of termination by Licensor, as specified in this License, any Customized Software shall be available to Licensee for Licensee's use during the one (1) year initial term, the four (4) one (1) year renewal terms provided for below and any potential renewal terms of the License, provided that Licensee and Licensor can agree on the

scope of the Services to be provided and the then current rate for the annual maintenance fee for use of the Software.

4. Support Services. Licensor shall provide Internet Service Provider (ISP) and on-going technical assistance, training and back-up support services to the Licensee as described in Exhibit "D", and attached hereto and incorporated by reference.

4. Reports. Licensor shall provide Licensee with the reports containing the information and at the times and otherwise in accordance with the list provided in Exhibit "E", attached hereto and incorporated by reference. Licensor will prepare and deliver to Licensee such other reports in such formats and at such times as are reasonably requested by Licensee, provided that Licensee agrees to pay the related reasonable incremental costs incurred by Licensor for preparing such other reports, which costs shall be estimated by Licensor at Licensee's request. Licensee will review all reports delivered to it for accuracy within 14 days of delivery, as specified in Exhibit E, and will notify Licensor of any material errors, defined as errors, omissions or discrepancies discovered in any report referenced in Exhibit E. In the event of any material error, in a custom report requested by Licensee, Licensor will use commercially reasonable efforts to correct the material error. In the event Licensor is unable to do so, after a reasonable period of time and in its sole discretion, it will return any fees already paid by Licensee for the customization and will not require payment for any fees related to correction of the error if already presented to Licensee in the form of an invoice. Notwithstanding anything contained herein with respect to damages, remedies and liability, THE RETURN OF FEES OR THE FORBEARANCE TO COLLECT ANY FEES RELATED TO ERROR CORRECTION IN CUSTOM REPORTS WILL BE THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE FOR THE INABILITY OF LICENSOR TO CORRECT ERRORS.

ARTICLE III. FEES AND LICENSEE RESPONSIBILITIES

1. Payment of Fees and Costs. Licensee agrees to pay Licensor licensing and service fees as described in Exhibit "F", attached hereto and incorporated by reference, for the License described in Article I, and training, set-up services, customized programming services, ISP and on-going support services described in Article II of this License. All amounts due by Licensee shall be paid in accordance with the deliverable schedule referenced in Exhibit "F." Upon receipt of an invoice from Licensor, Licensee shall, within forty-five (45)

days, review the invoice and pay all approved charges thereon which have been provided to Licensor and accepted for use on a time and materials basis.

2. Default by Licensee in Payment of Fees. Should Licensee either fail to make the payments set forth in Exhibit "F" within 45 days from the date of invoice to Licensee or dispute any charges on such statement, the Licensor shall send a written notice of delinquency in the manner set forth in Article IV, Section 8(K). If payment for undisputed charges has not been received after ten (10) days from the date of the written notice to Licensee specifying the delinquency, the Licensor shall have the right to terminate this License and all rights granted herein and seek damages and injunctive relief for the breach thereof.
3. Responsibilities of the Licensee. Licensee agrees to name a Project Manager/System Administrator with responsibility for taking reasonable action to ensure a timely implementation set-up and training by Licensor of Licensee staff. Licensee is responsible for assigning security access to the Software and data of the Licensee. Licensee understands that satisfactory performance of the Software requires, at a minimum, Microsoft Internet Explorer 9.0 or higher. Licensee is responsible for providing the hardware and appropriate software and operating systems specified herein.

ARTICLE IV. MISCELLANEOUS

1. Confidentiality.
 - A. Definition of Confidential Information. The parties acknowledge that in connection with their respective rights and responsibilities under this License, each will have access to the others' confidential and proprietary information ("Confidential Information"). Licensor's Confidential Information is the Software and all copies and partial copies thereof, including its proprietary function, logic and structure. Licensee's Confidential Information includes the Data, as defined in Article I, Section 4 of this License Agreement and any information of a competitive, sensitive or proprietary nature, such as, but not limited to, any non-public information relating to Licensee's internal procedures, customers, personnel, incidents, financial information and other results. For purposes hereof, the parties express, acknowledge and agree that, except as otherwise provided in subsection 1(D) of this Article IV, Licensee's Confidential Information includes any and all methodologies, business logic and/or technology utilized by Licensee in its business. This

obligation of confidentiality applies to any Confidential Information that is proprietary to each Party as well as to information of third parties that either Party has an obligation to keep confidential, and will survive termination of this License. The Parties agree that upon termination of this License, Licensor shall return to Licensee all copies of Licensee Confidential Information in Licensor's possession.

- B. Limitations on Disclosure and Use. Except as specifically provided for in this License or as required by law, each Party agrees not to use the other Party's Confidential Information for itself or for any other party, or divulge or disclose the Confidential Information to any other party other than to authorized employees or consultants with a need to know, each of whom is made aware of and agrees to abide by these obligations. All restrictions of confidentiality contained in this Article IV shall be in full force and effect as to those entities. Each Party agrees to implement reasonable procedures to prevent unauthorized disclosure and to treat the other Parties' Confidential Information with at least the same degree of care as it treats its own Confidential Information.
 - C. Compelled Disclosure. In the event that either Party becomes legally compelled to disclose the other Party's Confidential Information, the compelled Party shall provide the other Party with at least five (5) business days written notice (or, if such notice period is impracticable, prompt notice) so that the other Party may seek a protective order or other appropriate remedy.
 - D. Exclusions from Confidential Information. For purposes of this subsection, Confidential Information shall not be deemed to include any information that (i) is or subsequently becomes publicly available other than through either Party's breach of any duty owed the other Party; (ii) was lawfully known to the receiving Party prior to disclosure in connection with this License; or (iii) became known to the receiving Party from a third party other than by breach of a duty of confidentiality; or (iv) information that is required to be disclosed pursuant to the California Public Records Act.
2. Intellectual Property Warranty and Indemnification. Licensor represents and warrants that Licensor is the owner of the Software and has the right to grant the License granted herein. Licensor will defend and indemnify Licensee against a claim that the Software infringes a United States patent or copyright

or any other proprietary right of a third party provided that: (i) Licensee promptly notifies Licensor in writing upon receipt of the claim or complaint, and does not prejudice the rights of Licensor within the context of any such action or claim; and (ii) Licensee provides Licensor, at Licensor's expense, with assistance, information and authority necessary for Licensor to perform its obligation under this Section 2. If the Software becomes, or in Licensor's reasonable judgment is likely to become the subject of a claim based upon an alleged infringement of an intellectual property right of a third party, Licensor will notify Licensee and at Licensor's sole option, i) procure for Licensee the right to continue to use the Software; or (ii) replace or modify the Software so that it is non-infringing; or (iii) require that Licensee, upon advance written notice, cease, with respect to all periods commencing on and after the date of such notice, use of the Software under this License for an indefinite period or, at Licensor's sole discretion, for a period pending satisfaction by Licensor of clause (i) or (ii) immediately above in this Section 2 of Article IV. In the case of this clause (iii) Licensor shall credit the Licensee for fees paid with respect to the Software, calculated on a straight-line depreciation schedule based on the term of this License commencing from the date of Licensee's payment of the License Fees hereunder and, should Licensee be required to cease use of any Customized Software, Licensor shall reimburse Licensee for all customization fees paid by Licensor to Licensee, based on the same depreciation schedule. In addition to the return of the amortized fees already paid to Licensor, Licensor and Licensee shall have the right to terminate the License in its entirety without any obligations thereafter. These remedies, including termination of the License, as well as the indemnification obligations contained herein, shall be the sole and exclusive remedies of Licensee for Licensor's breach of its warranty of non-infringement.

3. Equitable Remedies. Each of the parties acknowledges and agrees that its failure to comply with the terms of Section 2, 3 and 4 of Article I and Section 1 of Article IV will result in immediate and irreparable damage to the other party. Each of the parties acknowledges and agrees that there is no adequate remedy at law available to the other party for such failure and in the event thereof, the non-breaching party shall be entitled to seek equitable relief in the way of a temporary restraining order, an injunction and such other relief as a court with competent jurisdiction may deem proper, without the necessity of posting a bond or similar security.
4. WARRANTY DISCLAIMER. EXCEPT FOR THE WARRANTY AGAINST NON-INFRINGEMENT CONTAINED IN SECTION 2 ABOVE, AND THE LIMITED

WARRANTY WITH RESPECT TO THE SERVICES TO BE PERFORMED IN ACCORDANCE WITH ARTICLE II, SECTION 1 ABOVE, LICENSOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, ANY THIRD PARTY SOFTWARE, ANY HARDWARE OR EQUIPMENT, THE SERVICES RENDERED BY ITS PERSONNEL, OR THE RESULTS OBTAINED FROM THE WORK OF ITS PERSONNEL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 OF THE UNIFORM COMMERCIAL CODE OR ANY COMPARABLE STATE STATUTE. LICENSEE FURTHER UNDERSTANDS AND AGREES THAT IT IS GRANTED THIS LICENSE ON AN "AS IS" "WHERE IS" BASIS.

5. LIMITATION OF LIABILITY. SUBJECT TO THE INSURANCE OBLIGATIONS OF LICENSOR AND/OR THE OBLIGATIONS TO PAY FOR LEGAL COSTS AND EXPENSES AS SET FORTH BELOW IN THIS ARTICLE IV, IN NO EVENT SHALL LICENSOR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE BREACH OF THE WARRANTY OF INFRINGEMENT, INCLUDING ANY DAMAGES WHICH MAY BE CONTAINED IN SECTION 2-312 OF THE UCC OR COMPARABLE STATE STATUTE; PERFORMANCE OF ANY SERVICES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR RECORDS, OR LOSS OF BUSINESS INFORMATION, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY FOR ACTUAL DAMAGES RESULTING FROM BODILY INJURY OR PROPERTY DAMAGE, OR ANY LIABILITY WHICH IS COVERED THROUGH THE INSURANCE PROVISIONS FOUND IN PARAGRAPH 7(B) OF ARTICLE IV OR LEGAL COSTS AND EXPENSES FOUND IN PARAGRAPH 8 (E) OF ARTICLE IV.

6. Term and Termination. This term of this License shall commence on February 9, 2016 and continue through June 30, 2021. The License may be renewed at the request of Licensee for the period of an additional one (1) year in exchange for the payment for an extension of the annual service and maintenance fees set forth in the Exhibits hereto. Notwithstanding the foregoing however, failure by Licensee to timely pay undisputed, or disputed fees under this License, shall be subject to a shorter termination periods as specified in Article III Sections 1 and 2 above.

County of Stanislaus Termination Clause. The County may terminate this Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Licensor, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of bankruptcy or insolvency of either party, or sale of Licensor's business, unless agreed to by the County.

7. Escrow Agent

A. Escrow. After execution of this License, and subject to payment of the appropriate fees by Licensee (set forth in Exhibit D), Licensor will deposit and maintain with an escrow agent, the source code for the Software and related documentation ("Escrowed Materials"), pursuant to an agreement for escrow services with Iron Mountain ("Escrow Agent"). Licensee shall be named a beneficiary under the agreement with the Escrow Agent. It shall be the responsibility of Licensee to procure third-party software in order to use the Escrowed Materials. The events which would allow Licensee to receive the Escrowed Materials from the Escrow Agent shall be: (i) the bankruptcy or dissolution of Licensor; (ii) a court order requiring the Escrow Agent to release the Escrowed Materials; or (iii) a request of Licensor. In the event of a release of the Escrowed Materials to Licensee, it shall be granted a royalty free license to access, use, digitally perform and execute the Escrowed Materials in furtherance of the purpose of this License.

8. General

- A. Relationship of the Parties. In performing their respective obligations hereunder, each of the parties shall operate as and have the status of an independent contractor and shall not act as or be an agent, partner, or employee of the other party. Neither party shall have any right or authority to assume or create obligations of any kind or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in respect whatsoever.
- B. Force Majeure. Neither party shall be deemed in default of this License to the extent that performance of the party's respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other cause

beyond the reasonable control of such party, provided that such party gives the other party written notice of the condition within ten (10) business days of discovery thereof. If proper notice is given, the time for performance or cure shall be extended for a period equal to the duration of the force majeure event or circumstance described in the notice.

- C. Assignment and Binding Effect. Licensee may not assign, bargain, sell, transfer, sublicense, convey, hypothecate or pledge the rights and licenses granted to it herein without the prior written consent of Licensor.
- D. Sole License. This License, including the recitals, and the attached exhibits, or any other attachment or License incorporated herein by reference, sets forth the entire License and understanding of the parties relating to its subject matter, and supersedes and merges all prior and contemporaneous agreements, negotiations and understandings between the parties, whether oral or written. Neither Licensee nor Licensor shall be bound by any oral agreement or representation irrespective of by whom or when made. No change or modification to this License will be binding unless it is in writing and signed by an authorized representative of Licensor and Licensee.
- E. Legal Costs and Expenses. If any action or proceeding, including non-binding mediation, is brought to enforce any of the terms of this License, the prevailing party shall be entitled to recover all of its reasonable costs and expenses incurred in such proceeding, including but not limited to, reasonable attorney's fees.
- F. Severability. In the event that any provision of this License is determined by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be deemed amended to conform to such laws and /or regulations without materially altering the intention of the parties or shall be deleted and the parties agree to negotiate in good faith to replace such provision, while the remainder of this License shall continue in full force and effect unless after the provisions deemed illegal, invalid or unenforceable are removed and the remainder of the License's terms make it commercially impracticable to continue in the

opinion of either Party. In such event, the License will terminate without any liability on the part of either Licensee or Licensor.

- G. Waiver. Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Either party may elect to continue performance notwithstanding such breach by the other party but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this License shall be effective unless in writing and signed by the party against whom it is sought to be enforced.
- H. Authority. Licensor and Licensee warrant and represent that they are free to enter into and fully perform this License that all required authorizations have been procured prior to execution of this License, and the parties designated as signatories of Licensor and Licensee each have the requisite authority to do so.
- I. Alternative Dispute Resolution. Prior to commencement of any civil legal proceedings, specifically excluding injunctive relief provided to a party hereunder, to enforce the obligations of the parties hereunder, any party or the party entitled, under the terms of this License, must submit the controversy or claim for mediation to an independent mediator selected by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). All proceedings shall be administered by JAMS in accordance with their then current rules. If there is any inconsistency between the terms of this License and any such JAMS rule, the terms and procedures set forth herein shall control. Venue of the mediation shall be Riverside County, California. All statutes of limitation applicable to any claim or dispute hereunder shall apply to any mediation proceeding. All discovery activities shall be expressly limited to matters directly relevant to the dispute or claim being mediated. No provision hereof shall limit the right of any party to obtain provisional or ancillary remedies, including without limitation, injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any mediation. Mediators must be active members of the California State Bar or retired judges of the state or federal judiciary of California, with expertise in the substantive laws applicable to the subject matter brought before the mediator. To the maximum extent practicable, JAMS, the mediator and the parties shall take all action

required to conclude any mediation proceeding within 180 days of the filing of the dispute with JAMS. Should the parties be unable to resolve the dispute or claim within this stated procedure, civil action or otherwise may be commenced under the laws of the State of California. This alternative dispute resolution provision shall survive termination, amendment or expiration of this License.

J. Governing Law. This License shall be governed in accordance with the laws of the State of California. Venue shall be in Stanislaus County.

K. Notices. Any notice required or permitted by this License shall be in writing and shall be properly addressed to the other party at the following address or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial overnight courier or United States registered or certified mail, postage prepaid, return receipt requested, and shall be concurrently sent by facsimile:

To Licensor: TransTrack Systems®, Inc.
265 Belmont Avenue
Long Beach, CA 90803
Attention: Mary Sue O'Melia

With a copy to:

To Licensee: **Stanislaus County**
1010 10th Street, Suite 5400t
Modesto, CA 95354

L. Survival. Sections 1 through 5 as well as Sections 7 and 8 of this Article IV shall survive the termination of this License.

IN WITNESS WHEREOF the parties hereto have executed this End-User Software License, Training and Implementation Support License as of the date and at the place first above written.

LICENSOR:
TRANSTRACK SYSTEMS®, INC.
By: Mary Sue O'Melia
Mary Sue O'Melia, President

Date: Jan 26, 2014

LICENSEE:
STANISLAUS COUNTY
By: _____
Keith D. Boggs, Assis. Exec. Officer
GSA Director/Purchasing Agent
Date: _____

Exhibit A: Description of the Software Application Available Online

TransTrack Manager® is the name of the Software application, available online, that is the subject of this License Agreement. Internet use of the TransTrack Manager® application ("Software") requires Licensee to have a web browser Microsoft Internet Explorer 9.0 or higher. Modules available with this Software License include:

- Organization
- Routes
- Farebox
- Operations
- Safety
- Fleet
- Finance
- Plan
- Personnel
- Feedback
- Support
- Utilities (e.g., User Security)

Functions available to Software users include:

- Edit
- Show Filters
- Export
- Report

Exhibit B: Set-Up and Training Services

Phase 1 – Requirements Gathering. A total of 48 hours have been budgeted to review data collection and reporting processes, MS Excel spreadsheets, MS Access databases and other SQL systems to confirm our understanding of reporting requirements and data sources. As part of this review we will prepare a presentation comparing current processes and data sources to a proposed strategy for implementation which defines Dashboards and management reports for key performance indicators, data warehouse needs, import specifications, and user training groups.

Phase 2 – Implementation & Training. A successful implementation requires that Licensee make available to Licensor relevant information no later than 30 days prior

to implementation. Much of the information necessary to configure the system will be collected during the Phase 1 Business Assessment. Activities associated with Phase 2 follow.

Set-Up Activities

A total of 40 hours will be spent in set-up activities. Views that will be configured by Licensor on behalf of Licensee for start-up include the following:

- **Organization Module** -- All Views necessary for start-up.
- **Routes Module** – Route Profiles in effect at the time of implementation.
- **Farebox Module** -- All Look-Up views, including GFI Fare Type Crosswalk table
- **Operations Module** -- All Look-Up views necessary to support management reporting.
- **Safety Module** -- All Look-Up views necessary for start-up.
- **Fleet Module** – All Look-Up views necessary for start-up, including the fleet inventory and mileage by vehicle as of June 30, 2014.
- **Finance Module** -- All Look-Up and Revenue and Expense Crosswalk views will be configured, including the Expense and Revenue Allocation Method views.
- **Personnel Module** -- All Look-Up Views necessary for start-up, including a list of Personnel.
- **Feedback Module** -- All Look-Up Views necessary for start-up.
- **Utilities Module** – Licensor will assign a System Administrator password to the Licensee, as well as initial passwords and security access to Licensee management and staff, as determined in Phase 1. Licensee is responsible for user security after the initial set-up.

TransTrack will input data for passengers, hours and miles by route and day type back to July 1, 2014. An additional 50 hours has been budgeted for this task.

Training

Licensor will provide 44 hours of training, based on a schedule agreed upon at the project start. The types of training to be provided include the following.

- **Basic Training** – Small group training sessions will be conducted to allow multiple users to learn how to log-on, produce reports, filter data, export data, and enter data into appropriate views.
- **System Administrator Training** – Individualized training on system security and import functions.
- **User Group Training** – User groups, defined in Phase 1, will be trained in new processes, data input or import, validation and reporting. Training will be customized to Licensees user groups.
- **Follow-Up Training** – Follow-up training will be provided approximately six to twelve weeks following implementation.

All training will be conducted at the Licensee’s facility in accordance with the following schedule and budget.

Training Materials & Documentation

Licenser will use up to 40 hours customizing training material. This includes provision of hard copy handouts for all training sessions, based on advance sign-up sheets. Training materials are available on-line in the Support Module – Training Materials view. Other documentation is also available in the Support Module – Documentation view.

Exhibit C: Modular Add-ons & Customized Programming Services

Licensee shall have access to Modular Add-ons specified below. Fees associated with Modular Add-Ons are shown in Exhibit “F”. A total of 232 hours have been included in Exhibit “F” for Modifications and Custom Programming Services.

Modular Add-ons

Modular Add-Ons
Basic License & Analytics+ Basic Reporting Package
Daily Passenger Sheet & GFI Data Import
Daily Driver Trip Sheet Sheets – DR & VP Data
Daily Operations Dispatch Log & Safety Module
Vehicle Inventory, Roadcalls, Mileage & Fueling
Agency Employees and Pay Hours
GL Crosswalk & Revenue/Expense Allocations
Daily Customer Feedback & Call Center Data
Passenger Mile Calculations (Scheduled & Unscheduled)
Self Serve Analytics+

Customized Programming

Additional Software Engineering services are available on a time and materials basis at the rate specified in Exhibit "F". The Licensee agrees to validate reports, imports and other customer applications and any subsequent revisions within 14 days of the report or revision being made available. Licensee is responsible for all validation, unless otherwise specified.

Licensee may request custom modifications to the Software to allow for customized reports. Licensor has agreed to review the request for the custom modifications ("Modifications") and if the parties come to agreement to create the Modifications all terms and conditions of the License shall remain in full force and effect in addition to those listed in this Exhibit C. Should there be any conflict between the main body of the License and this Exhibit C, solely regarding the terms and conditions of the Services to create and maintain the Modifications, the language in this Exhibit C shall prevail.

Modifications for Data Imports

ITEM
GFI Data Import
Oracle Financial System Import
StrataGen Paratransit Scheduling Data Import
Transit Division & Maintenance Spreadsheet Imports
Transit Planning Remix Inc. Spreadsheet Import

Exhibit D: Support Services

Licensor will be the Internet Service Provider of the Software application, available to Licensee through the Internet at the web address: www.transtrack.net. Access to this domain will be through a special user name and password established for Licensee.

Licensed Software Uptime

Uptime means that all functionality of the Licensed Software specified herein are operational. The Software application shall be available 24 hours/day, 7 days/week, and 365 days/year. The Licensed Software as specified herein shall be available 98% of this time, excluding scheduled maintenance and factors associated with Licensee's Internet connection, as measured on a rolling 30-day period.

Procedures for Licensee users in the event that access is denied will be covered in training. This includes trouble-shooting to determine whether the problem is the Licensee's Internet connection or the server of the Licensor or the Software application itself. Licensor technical support staff, upon notification by Licensee staff, shall address problems with the server of the Licensor or Software application immediately. A paging system to alert Licensor technical support staff is in place.

Operations Support Response Time

Licensor will provide support and respond to inquiries during normal business hours (8:30 a.m. to 5:00 p.m. Pacific Time Monday – Friday). Licensor operations support will be prepared to research data and information of the Licensee and make this information available to Licensee as reasonably requested. Questions and requests for technical support may be made to Licensor, by Licensee staff, using the telephone and/or with our online help desk. Urgent and after-hour needs may be made known to Licensor using the paging system and answering service. Expanded technical assistance hours may be arranged in advance for special projects and/or periods of intense data input and analysis. Methods of obtaining help will be covered in training.

Technical problems will be investigated and fixed with due diligence. Activities and processes for which the Software application is designed are generally not time-critical. Those determined to be critical will be supported with a paper backup in the event of a system failure that cannot be repaired within 30 minutes.

Data Back-Up and Retention

Licensor will back-up all data to a second local server at the data center every 30 minutes. Incremental off-site database backup is performed every 30-minutes. Full off-site database backup is performed weekly. Historical data will be retained in summary format for up to five (5) years.

Security Standards

Personnel (System Administrator) of the Licensee will be responsible for determining and maintaining security to access data of the Licensee on the Domain. Licensor agrees that the security provided on the server will not allow unauthorized traffic to access Licensee data. All data is transmitted utilizing SSL (https) to encrypt web traffic.

Exhibit E: Reports

"Working Reports" are those available as an option in the majority of Views in all Modules. Working reports primarily provide data in tabular format and may be

exported in comma-delimited format. Reports may also be exported. Microsoft software products may be used by the Licensee to configure data in report exports.

"Custom Reports" are those that use information from more than one view and/or are designed to the specifications of the Licensee.

Additional Software Engineering services required for development of Custom Reports are available on a time and materials basis at the rate specified in Exhibit "F", which includes a budget of 320 hours for Custom Reports, pending completion of Phase 1. The Licensee agrees to validate reports and any subsequent revisions within 14 days of the report or revision being made available. Licensee is responsible for all validation, unless otherwise specified in the Custom Report price.

Exhibit F: Fee Schedule

Items	Hours	Cost
Phase 1 - Requirement Gathering	48	\$ 10,000
Phase 2 - Software Licenses	-	\$ 95,000
Phase 2 - Custom Imports	232	\$ 29,000
Phase 2 - Set Up & Training	124	\$ 21,600
Phase 2 - One Time Import of Historical Data	50	\$ 6,250
Phase 3 - Maintenance & Support Year 1 (FY 2017)	40	\$ 27,920
Subtotal - System Implementation Costs for Year 1	494	\$ 189,770
Phase 3 - Maintenance & Support Year 2 (FY 2018)	40	\$ 28,478
Phase 3 - Maintenance & Support Year 3 (FY 2019)	40	\$ 29,048
Phase 3 - Maintenance & Support Year 4 (FY 2020)	40	\$ 29,629
Phase 3 - Maintenance & Support Year 5 (FY 2021)	40	\$ 30,222
Total	654	\$ 307,147

Software Licenses	Cost
Basic License Fee (includes GoodDATA Basic License)	\$ 30,000
Daily Passenger Sheet/Import GFI/Cubic/AFS System Data	\$ 7,500
Daily Driver Trip Sheets/Import DR Scheduling System	\$ 7,500
Daily Operations Dispatch Log & Safety Statistics	\$ 5,000
Vehicle Inventory, Fueling, & Roadcall Sheet	\$ 5,000
Agency Employees & Pay Hours	\$ 5,000
GL Crosswalk & Expense/Revenue Allocation	\$ 10,000
DailyCustomer Feedback & Call Center Info	\$ 10,000
Passenger Mile Calculations	\$ 5,000
Self Serve Analytics (includes GoodDATA Self Serve)	\$ 10,000
Total License Fees	\$ 95,000

Programming Labor Rates \$125 per Hour

Training and Analysis Labor Rates \$150 per Hour