

Budget Journal Entry

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 Document Description: Civil Software - Teleosoft Processed On: Created By: Hope Vasquez
 Post On: Processed By:

References

Audit Trail:

Budget Revision Request

Agenda Item: Agenda Date: 8/25/2015 Approval: BOS 4/5 Has Board Letter: Yes

Title: Release Civil Funds for the purchase of Teleosoft CountySuite software.

Budget Action: Increase appropriations of \$255,800 in Sheriff General Fund for Capital Assets and Services and Supplies funded by release of Restricted fund balance.

Justification: Civil automation software is utilized by the Sheriff's Civil Division to enter and track all civil process. It generates notifications of levy and wage garnishment forms as prescribed by law. The civil software system also maintains all accounting records by applying fees and payments, calculating interest and disbursing monies. It is imperative that the civil automation software remain in constant compliance with current legislation to avoid potential liability. The current automation tool utilized by the Civil Division is outdated and no longer supported by the vendor. Teleosoft, Inc. is a Pennsylvania based company who is relatively new to the California civil software market. There is an installation and data migration fee of \$228,771. There is an annual maintenance fee of \$26,954 which is in addition to the installation and data migration. Civil fees will be utilized for payment pursuant to Government Code 26731.

Fund balance prior to release of funds is \$541,700

Budget Revision Request Financial Summary

Fund	Department	Project	Object Level	Source Amount	Use Amount
0001 - General	032 - Sheriff		55 - Services and Supplies	0.00	27,000.00
0001 - General	032 - Sheriff		65 - Capital Assets	0.00	228,800.00
0001 - General	032 - Sheriff		92 - Changes to Restricted	255,800.00	0.00
Fund: 0001 - General, Department: 032 - Sheriff Total:				255,800.00	255,800.00

Accounting

Fund	Dept	GL Acct	LI Acct	Debit Amount	Credit Amount	Prog	OUnit	Proj	Budget Period	Description
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Budget Journal Entry

0001	032	2420	9791	255,800.00		1058	6060	1516	201509	Release Fund Balance for Civil Software & Maint
0001	032	2530	8300		228,800.00	1058	6060	1516	201509	Release Fund Balance for Civil Software & Maint
0001	032	2530	7124		27,000.00	1058	6060	1516	201509	Release Fund Balance for Civil Software & Maint
Total				<u>255,800.00</u>	<u>255,800.00</u>					

Signatures

<u>Signed By</u>	<u>Signed On</u>	<u>Department/Agency</u>	<u>Approval Level</u>	<u>Valid</u>
Douglas Martin	7/31/2015 10:26:00 AM	032 - Sheriff	Fund/Department	Y

Board Contract Summary

BC 16 _099

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	FY2015-16 thru FY2020-21
D2.	Department Name	Sheriff's Office
D3.	Contact Person	AOP Sr Julie Rotta
D4.	Telephone	805-346-7437

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Purchase & installation of Civil Records management software & annual maintenance services
K3.	Department Project Number	N/A
K4.	Original Contract Amount	\$ 363,541
K5.	Contract Begin Date	September 8, 2015
K6.	Original Contract End Date	June 30, 2021
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$

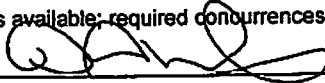
B1.	Intended Board Agenda Date	September 8, 2015
B2.	Number of Workers Displaced (if any)	None
B3.	Number of Competitive Bids (if any)	None
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	May 5, 2015
	and Agenda Item Number	#15-00365
B6.	Boilerplate Contract Text Changed? (if Yes, cite Paragraph)	

F1.	Fund Number	0001
F2.	Department Number	032
F3.	Line Item Account Number	8300 & 7124
F4.	Project Number (if applicable)	1516
F5.	Program Number (if applicable)	1058
F6.	Org Unit Number (if applicable)	6060
F7.	Payment Terms	per Appendix B payment schedule

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	Teleosoft, Inc.
V3.	Mailing Address	1700 7th Ave., Suite 150
V4.	City State (two-letter) Zip (include +4 if known)	York, PA 17403
V5.	Telephone Number	(866) 894-2784
V6.	Vendor Contact Person	Luke Gatchell
V7.	Workers Comp Insurance Expiration Date	
V8.	Liability Insurance Expiration Date	
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 8-12-2015 Authorized Signature: 

CIVIL RECORDS MANAGEMENT SYSTEM CONTRACT

This contract is entered into this ____ day of _____, 2015, by and between the COUNTY OF SANTA BARBARA'S, SHERIFF'S OFFICE CIVIL DIVISION (hereinafter referred to as "County") and TELEOSOFT, INC. (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of Santa Barbara has need of a Civil Records Management System; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to provide such system and services;

NOW THEREFORE, the parties mutually agree as follows:

1. **Incorporation by Reference.** This contract for special services consists of the following documents, which are made a part of this agreement and hereby incorporated by reference:

Appendix A – Statement of Work for Civil Records Management

Appendix B – Payment Schedule

Appendix C – Software Maintenance and Support

Appendix D -- Software License Agreement

2. **Purpose.** The purpose of this Agreement is to provide County with a new civil records management system, which shall include all items set forth in Appendix A, attached hereto. Contractor shall provide the software, services for implementation of the software system, training, and maintenance and support services as set forth herein and in the appendices hereto.

3. **Compensation.** Payment shall be made according to the Payment Schedule set forth in Appendix B. Payment shall be net thirty (30) Days from the date of delivery, or installation (if Contractor's installation services are specified in the applicable statement of work), and acceptance of the goods and services ordered, or net thirty (30) days from an undisputed invoice date, whichever is later.

Sales tax, if any, shall be noted separately on every invoice. Items not subject to sales tax shall be clearly identified on the invoice. Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received upon this Contract and such payment shall be identified under the Contractor's federal and state identification numbers(s). The County does not pay Federal Excise Taxes. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County, in writing.

Payment by County, or receipt by Contractor of such payment, shall not relieve Contractor of its obligations under this Contract. Electronic transfer of funds is an optional method of payment made to the Contractor's bank account with a financial institution. Should Contractor choose Electronic Transfer of Funds as the method of payment, then payment is deemed to have been made when the County initiates the electronic fund transfer. In the event Contractor receives payment for goods and/or services, which payment is later disallowed by the County pursuant to state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, County may offset the amount disallowed from any payment due to Contractor under any agreement with the Contractor.

4. **Late Payment of Charges or Fees.** The Contractor acknowledges and agrees that the County will not pay late payment charges.
5. **Billing.** Contractor shall submit to the County, on a bi-weekly basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.
6. **Term and Termination.** Unless terminated as provided herein, this Agreement will extend for a period of Five (5) years from the expiration of the 12 month 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 by the County, 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.

7. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor or agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 and any applicable amendments made thereto.
8. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.
9. **Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Santa Barbara County and such County shall be the

venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

10. **Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11. **Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise direction or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

12. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

13. **Performance Warranty (Software):** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor represents and warrants that for a period of 12 months from the date of the County's acceptance of the Software, that the Software: (a) will perform substantially in accordance with this Contract (including, without limitations, all descriptions, Specifications, and drawing identified in the statement of work, (b) will perform substantially in accordance with all published documentation specifications for the Software; and (c) will be free from material defects in materials and workmanship.

14. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, liability, loss, injury, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the negligent or wrongful acts or omissions relating to Contractor's performance of any obligation or duty provided for or relating (directly or indirectly) to this Contract, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of County, its officers, employees, agents, volunteers, provided that (a) the County promptly notifies Contractor for any claim for which it intends to seek indemnity under this Section ("Claim"), (b) the Contractor has the opportunity to assume and control the defense of any such Claim, and (c) the County agrees to provide reasonable cooperation (if necessary) to Contractor in its defense of such Claim.

15. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.

A. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. **Professional Liability (Errors and Omissions) Insurance:** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

D. **Workers' Compensation/Employer's Liability Insurance.** Workers' compensation policy shall provide statutory limits as required by the State of California. The policy shall be endorsed with the following specific language or contain equivalent language in the policy: "Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County." Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

E. **Absence of Insurance Coverage.** The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

16. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall, as soon as reasonably possible, give the other party written notice of the delay, including the particulars in reasonable detail of the cause of the delay. The

party delayed shall use commercially reasonable efforts to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Contract.

17. **Signatory Authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.

18. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. The County shall be the sole decision maker regarding whether and how to release information according to law.

19. **State Audit.** Pursuant to California Government code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

20. **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 Licensor:

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 Licensee:

Santa Barbara Sheriff's Department
Civil Bureau
PO Box 5049
Santa Maria, CA 93456
Attn: Julie Rotta
E-Mail: jlg2668@sbsheriff.org
Fax: (805) 346-7437

- 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.

21. **NONDISCRIMINATION.** County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

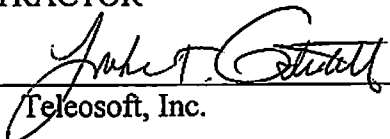
22. **Entire Agreement and Modification.** This Contract consists of the following attachments: supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others. To the extent there is a conflict between any term or provision of this Contract and any provision of the License Agreement, Software Maintenance Agreement, or any attachment thereto, the provisions of this Contract shall control the interpretation of the conflicting term or provision.

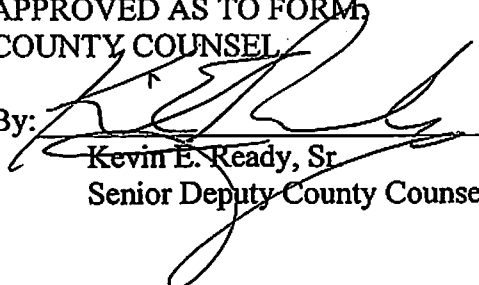
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.


By: _____
Janet Wolf, Chair
Board of Supervisors

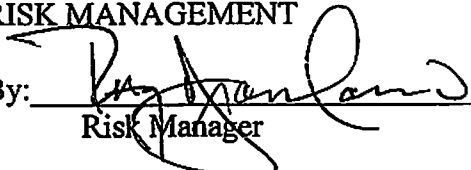
ATTEST:
CLERK OF THE BOARD

By: _____
Michael Allen
Chief Deputy Clerk

CONTRACTOR
By:  _____
Teleosoft, Inc.

APPROVED AS TO FORM:
COUNTY COUNSEL
By:  _____
Kevin E. Ready, Sr.
Senior Deputy County Counsel

APPROVED AS TO FORM:
AUDITOR-CONTROLLER
By:  _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT
By:  _____
Risk Manager

APPENDIX 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. intends to install CountySuite Sheriff Software for the Santa Barbara County Sheriff's Office. The Software for this installation is web-based and utilizes the Microsoft .NET Framework and Microsoft SQL Server.

2. Technology

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

3. Unified System

- 3.1. Cases can be quickly retrieved using a variety of search criteria (names, property addresses, case numbers, etc.)
- 3.2. Participant information is shared between cases so names and addresses are not re-entered if they are already in the system.
- 3.3. Each contact can have an unlimited number of addresses which can be used for mailing, serving, and keeping historical information.
- 3.4. When addresses are updated (by a deputy, for instance), all cases associated with that contact see the new information immediately
- 3.5. Easily lookup an individual and see which cases (including warrants) are associated with them
- 3.6. Municipal information is integrated to create notices for real estate sales
- 3.7. An unlimited number of case participants (plaintiffs, defendants, attorneys, etc.) can be associated with each case
- 3.8. An unlimited number of instructions can be associated with each case
- 3.9. An unlimited number of services can be associated with each instruction
- 3.10. An unlimited number of docket events can be associated with each case, or each instruction, or each service
- 3.11. 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.)

3.12. Contact details for all services include physical characteristics (height, weight scars) and the ability to store pictures and images

4. System Analysis and Design

4.1. Conduct Interviews with key personnel identifying:

- 4.1.1. Processes and Procedures
- 4.1.2. Accounting details
- 4.1.3. Personnel and User Authorizations
- 4.1.4. Sample papers and reports

4.2. Create Project Plan

5. Base Hardware & Software Setup

5.1. Setup and configure Operating Systems and Active Directory integration

5.2. Configure IIS Server(s)

5.3. Configure SQL Server(s)

5.4. Test hardware and network connectivity

5.5. Obtain remote access credentials

6. Civil Actions

6.1. 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.)

6.2. Latest status of each service is quickly visible (no action, served on what date, out with a deputy, etc.)

6.3. Pre-defined text (customized for your county) 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.

6.4. 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.)

6.5. Includes support for *In Forma Pauperis* (IFP) and being deputized by an out-of-county or out-of-state sheriff's office

7. Personal Property

In addition to 6.1 – 6.4:

7.1. Personal property payoff amount auto-calculates to include sheriff costs as they are accrued

7.2. Levy sale dates can be scheduled and re-scheduled (notice reports are generated for mailing when a re-scheduling is necessary).

7.3. Levy Sheriff Sale Posters are generated from case information and sale dates, and the list of levy items entered into the system.

7.4. Supports garnishments, possessions, seizures and evictions as well.

- 7.5. See EWO section below
- 7.6. Includes: Bank Levy, 3rd Party Levy, Till Tap, Keeper, Book Levy, Claim of Exemption, 3rd Party Claim, Vehicle Forfeitures

8. Real Property

In addition to 6.1 – 6.4:

- 8.1. Clearly show the current state of a Real Property case, what the next step would be, and the required timeline for those events.
- 8.2. Define and schedule sale dates whenever necessary
- 8.3. Manage all properties associated with a sale date from one interface
- 8.4. Cancel, postpone, and enter advertising events for multiple properties at once
- 8.5. Create crier reports for the sale with a single button click (showing case info, address, sheriff costs, etc.)
- 8.6. 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)
- 8.7. Track all costs with an integrated sale worksheet (sheriff costs, judgment costs, municipal costs, etc.)
- 8.8. Default costs are all pre-entered when a real property case is created (as defined by your county)
- 8.9. Generate a sale costs report with a single button click
- 8.10. Generate a sale poster using property and legal description information (entered via cut & paste)
- 8.11. Generate a distribution schedule after the sale
- 8.12. Generate a sheriff's deed using the information already entered prior to the sale
- 8.13. 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.)
- 8.14. Automatically calculate service and posting mileage costs from deputy actions based on the mileage entered
- 8.15. Easily transfer sale costs from the sale worksheet to the accounting ledger after a sale
- 8.16. Optionally Includes a public web-site application that shows up-to-date sale status (active, postponed, cancelled), attorney contact information, judgment amount, etc.
- 8.17. Generate Letters as required throughout the process

9. Temporary Restraining Order

In addition to 6.1 – 6.4:

- 9.1. Includes support for *In Forma Pauperis* (IFP) and being deputized by an out-of-county or out-of-state sheriff's office
- 9.2. Contact details for TRO defendants include physical characteristics (height, weight scars) and the ability to store pictures and images
- 9.3. A TRO list can be generated of all active TROs with expiration date (when applicable)
- 9.4. Court Billing Invoices for Fee Waiver

10. Civil Bench Warrants

In addition to 6.1 – 6.4:

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

11. FIN Integration

- 11.1. On-Demand Payment Search and Check Status in CountySuite (Information from FIN)
- 11.2. Voids, NSF, Stale Date, Escheat
- 11.3. Vendor Number History
- 11.4. Vendor Search

12. Accounting

- 12.1. Completely integrated throughout the entire application
- 12.2. When Instructions are received by the Sheriff's Office, the Filing Fee and Deposit are entered along with the case information
- 12.3. Deposits are verified by authorized personnel
- 12.4. Receipts are created and can be printed for each deposit
- 12.5. Journal entries are required for deposits that need to be changed/re-entered
- 12.6. Full Reconciliation module for balancing with bank statements
- 12.7. Each Instruction (Real Property, Civil Action, etc.) has its own ledger to track all costs and deposits
- 12.8. When a case is closed, all costs are transferred (not re-entered) to the escrow/checking account
- 12.9. Costs can be consolidated into single checks for sheriff costs, surcharge costs, advertising costs, etc.
- 12.10. Has the ability to write checks directly out of the system.
- 12.11. Audit reports can be printed across any date range to show closed cases, open cases, account ledger activity, surcharge costs and more
- 12.12. Disbursements
- 12.13. Reports (ex. Ledgers (Accounts, Closed Cases, Open Cases, Deposit, Receipt), Disbursements, Collections, Checks, Reconciliation)

13. Scan and Attach Documents

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

14. Earned Withholding Order (EWO)

- 14.1. Modifications to our 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.
- 14.2. Implement rules and logic to allow the system to automatically determine when an EWO payout is authorized or not.
- 14.3. Implement rules and logic to determine if an EWO can be filed (ie. the defendant already has an EWO, has filed bankruptcy, etc.)
- 14.4. Implement rules and logic to automatically calculate the correct interest amounts, and update the case ledger.
- 14.5. Disbursements, Claim for Exemption

15. Bankruptcy Stipulations

- 15.1. 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.)
- 15.2. Generate Bankruptcy letters to attorney, trustee, and debtor.

16. Report Enhancements

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

17. Configuration Updates

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

18. Training

18.1. General user training sessions, which would include everyone.

18.1.1. Our preference is to break these sessions into 4 hour periods, and give the users a break between each session.

18.1.2. So the process would 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. We'd do as many as we need to 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 would 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. Data Migration

20.1. Develop and test scripts to move all case information, including accounting, from the current Sirron system into the new CountySuite Sheriff system.

20.2. Perform and verify a complete migration from Sirron to CountySuite Sheriff

21. Go Live on Production Server

21.1. Teleosoft personnel will be on-site to support the launch and assist any users.

APPENDIX B

PAYMENT SCHEDULE

#	License Payment Schedule	Payment	Due Date
1	Contract Signed	\$91,508	Contract Signing
2	Analysis & Design Complete <ul style="list-style-type: none"> • See Appendix A: Section 4 • Final deliverable is a Project Plan 	\$22,877	-
3	Testing Hardware & Software Setup <ul style="list-style-type: none"> • See Appendix A: Section 5 • Final deliverable is having a test version of CountySuite Sheriff application running and available for use to the County. 	\$34,316	-
4	Santa Barbara Specific Configuration Updates <ul style="list-style-type: none"> • See Appendix A: Sections 6-17 • Final Deliverables Include: <ul style="list-style-type: none"> ○ Civil Documents ○ Accounting ○ Major Levies ○ General Levies 	\$22,877	-
5	Training & Final Testing <ul style="list-style-type: none"> • See Appendix A: Sections 18-19 	\$22,877	-
6	Final Data Migration – Go Live <ul style="list-style-type: none"> • See Appendix A: Sections 20-21 • Go live is scheduled with Santa Barbara County approval when the county is ready 	\$34,316	-
	Total	\$228,771	

APPENDIX C

SOFTWARE MAINTENANCE AND SUPPORT

1. Project Background

Teleosoft, Inc. has implemented and installed Software for the Santa Barbara County Sheriff's Office Civil Division. The Software for this installation is web-based and utilizes the Microsoft .NET Framework and Microsoft SQL Server.

2. Scope

A. Maintenance Services.

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

- 1) Develop and provide corrections, changes, or workarounds ("Corrections") for any defects, errors, or malfunctions in the Software (collectively, "Defects"), discovered by Licensee (see Section 2B: Reporting Procedures)
- 2) Provide to Licensee all improvements, modifications and enhancements to the Software which Licensor shall make or acquire from time to time and which Licensor makes available to its clients generally. Improvements, modifications and enhancements required for Judicial Council Forms, fees, and Legislative updates will be available for use by the effective date. ("Improvements" as used herein does not include modifications and enhancements that are developed by Licensor specifically for its other customers, which are customized to the systems or software of such other customers.)

Documentation of the above shall be provided at no additional cost and shall be adequate to inform Licensee of any problems resolved and any significant differences resulting from the improvement that are known by Licensor. Licensor warrants that each such general improvements, modifications, and enhancements have been tested and shall perform according to the Specifications. Licensor agrees to correct, at no cost to the Licensee, corrupted Data that may result from any system deficiency introduced by the Improvements.

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

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

will provide Licensee with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

- 3) Provide Licensee any upgrade releases ("Upgrade Releases") to the Software and all new Versions and Releases of the Software, which Licensor makes available to its clients generally;
- 4) At all times provide Maintenance Services for at least the current and one (1) previous Release of the Licensed Software; provided, that Licensor's obligation to maintain a previous Release will terminate 120 days after the current Release was made available to Licensee

B. Reporting Procedures.

- 1) The first line of support will be the Licensor's Help Desk, who will contact the IT Help Desk from the Santa Barbara Sheriff's Office.
- 2) Support calls and/or emails will be returned within one (1) business day. This response time may vary in any given call, based on telecommunications and internet availability and other factors. Licensor's only agreement herein with respect to such response time is to maintain functioning systems in place to permit achievement of such response times in more than eighty percent (80%) of such calls from all customers.
- 3) The Licensor shall maintain a technical support entry point ("Support Center") in Pennsylvania, identified by a dedicated phone number and e-mail address. Licensee may use this entry point to request service of the Covered Software. The Support Center operates during business hours, 8:00 a.m. to 5:00 p.m. (customer local time), Monday through Friday, excluding legal holidays. 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.

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

C. Database. Licensor shall maintain and make available online to Licensee a database of all Change Requests, Deficiencies, and other problems reported by or known to Licensor in the Software. The database shall include, as a minimum, the following:

- Date and time Licensor 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.

D. Coverage.

- 1) Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware / software configuration or modifications to any supplied source code which changes affect the performance of the Covered Software and were made without prior notification and written approval by Licensor.
- 2) Licensor assumes no responsibility for hardware vendor operating systems or other system software.

- 3) For the purpose of maintaining and supporting more current platform(s), both Licensee and Licensor agree that a currently supported Microsoft Environment is the most current release, and the previous 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 Licensee and Licensor 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.
- Licensor agrees to monitor the release of all software necessary for the support provided to Licensee and update "server" and "client" applications to stay current with these versions.
- Licensor agrees to maintain a version control number which will allow for similar tracking and support for both "server" and "client" applications. Licensor application versions should have a similar life span as the software required to support them. Licensee agrees to move to one of the most current three versions once notified by Licensor that such a release is required because a prior version is no longer supported. Licensor agrees to give Licensee 180 days' notice should there be such a release.

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

Santa Barbara County, CA

E. Change Management.

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

3. Price and Payment

A. Fees.

Maintenance Services for the applications and configuration listed in this Agreement will be provided for a fee of \$26,954 per year. (This number may be pro-rated for the first year of this Agreement so that renewals will align with the calendar year). This fee will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

- 1) Licensee agrees to reimburse Licensor for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses but only in accordance with the County's travel policy reimbursement rates), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Any such expenses require the prior approval of Licensee.
- 2) Licensee shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, Licensee shall promptly pay to Licensor an amount equal to any such items actually paid, or required to be collected or paid by Licensor.

B. Invoices.

- 1) Maintenance fees will be invoiced annually, thirty (30) days in advance of the year.
- 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) Invoices shall be due and payable within thirty (30) days after date of invoice.

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 Licensor and provided to Licensee 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 Licensor to Licensee.

- B. **Standard of Care for Confidential Information.** Licensee 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 or required by the California Public Records Act (Government Code § 6250 et seq.), Licensee 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 Licensor's prior written consent. Conversely, except as expressly permitted in writing by the Licensee, Licensor 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 information or data collected with the use of the software by the Licensee.

5. Ownership and Licenses of Intellectual Property Rights

- A. **Exclusive Rights of Licensor.** As between Licensor, Licensee, and any end-user of the Software, Licensor 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 Licensor.
- B. **Improvements.** As between Licensor, Licensee, and any end-user of the Software, Licensor 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 Licensor.
- C. **User Data.** Ownership of all User Data input or otherwise provided by Licensee or any permitted end user shall remain exclusively with Licensee.
- D. **Proprietary Rights Protection.** Except as expressly permitted herein, neither Licensee 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. Licensee shall place copyright, trademark and other proprietary rights notices on all copies of the Software.

6. Obligations of Licensor

- A. Licensor will promptly notify Licensee of any material defects or malfunctions in the Software or related documentation that it learns from any source.
- B. Licensor will, from time to time, supply Licensee with copies of the Software and relevant documentation revised to reflect significant updates and enhancements to the software made by Licensor, 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. Licensor will supply two (2) copies of any of these updates and/or enhancements without additional charge. Licensor will give reasonable assistance to Licensee in installing and

operating any new release or enhancement, provided, however, that if such assistance is to be provided at Licensee's facility, such services may be charged at Licensor's standard labor rates.

- C. Within a reasonable time after being given written notice thereof, Licensor will correct inherent material errors in the Software that are not caused by Licensee's misuse, improper use, alteration or damage of the Software.
- D. Licensor will supply Licensee with reasonable means of accessing modifications and enhancements to the Software, including diskette, compact disk, or through network download. Licensee agrees to make available remote access to Licensor for the installation of modifications and enhancements, and providing other support services.

7. Software Warranty and Disclaimer

- A. **Warranty of Ownership and Use.** Licensor 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 Licensee; (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 Licensee pursuant to this Agreement without infringing upon the proprietary rights of any third party.
- B. **Limited Product Warranty.** Licensor warrants that, for a period of 12 months 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. **Delays.** 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 Licensee believes that the Software does not conform to the limited product warranty described in this paragraph 7, Licensee shall notify Licensor thereof describing with particularity the problems encountered. In the event that Licensor determines that software coding errors or other software defects exist, Licensor shall take one of the following actions, after conferring with Licensee: (1) correct such software coding errors or other software found by Licensor to be defective, or (2) refund to Licensee the license fee paid to Licensor under this Agreement. If the problem is deemed by the parties to be a fault in the development of the Software, Licensor shall arrange to provide appropriate trouble-shooting, repair, or programming services (either on-site or by remote access, at Licensor's discretion) to repair, correct or resolve the problem. Licensor's obligation to provide service and resolve problems under this warranty shall extend only to such problems duly reported to Licensor during the Warranty Period. All items will be reported in the manner described in Section 2.2(Reporting Procedures) of the Statement of Work, attached as Attachment A
- E. **Warranty Exclusions.** In the event that Licensor 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 Licensor'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 Licensor's prior written consent, or (v) by a software error in any program code other than the Software, then Licensor reserves the right, at its option, to charge Licensee at Licensor's standard labor rates for the service time expended by Licensor in investigating the reported problem and reaching such determination

- F. **Disclaimer of Warranty Liability.** THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SOFTWARE, AND LICENSOR 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.

9. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between Licensor and Licensee, 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, Licensor 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. Licensee 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. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Santa Barbara County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

11. 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.

12. 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 10 (Disputes).

APPENDIX D

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2015 between Teleosoft, Inc. ("Licensor"), with its principal place of business located at 1700 7th Ave, Suite 150, York, PA 17403 and the Santa Barbara County Sheriff's Office Civil Division ("Licensee"), with its principal place of business located at 312 East Cook Street, Santa Maria, CA 93454.

1. Definitions

- A. "**Effective Date**" means the date that the Software is delivered to Licensee and is installed for Licensee'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 Licensee in the operation of the Sheriff Office.

2. License and Use

- A. **Grant of License.** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a perpetual, non-exclusive, non-assignable license to install and use the Software on County Server computers in Licensee's possession (the "License"). Licensee may make copies of the Software, in non-printed, machine readable form, in whole or in part, provided that such copies are for Licensee's own use. Licensee will make no other copies of the Software except as authorized herein. Title to the Software will remain vested in Licensor, and nothing in this Agreement will give or convey any right, title or interest therein to Licensee except as a licensee under the terms of this Agreement.
- B. **Use of Software.** Licensor grants to Licensee the right for an unlimited number of users of the Software including employees, partners, vendors and the public. Nothing in this Agreement shall be interpreted as granting any right to Licensee 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.
- C. **Title.** Licensor and its suppliers hold all right, title and interest in the Licensor technology and Third-Party Software.

3. Term and Termination

- A. **Term.** The License commences as of the Effective Date of this Agreement, and remains in force until Licensee stops using the Software or until Licensor terminates this License pursuant to the terms herein. Upon termination of this agreement, Licensee will (i) return all copies of the Software to Licensor without demand or notice, or (ii) permanently delete or destroy all copies of the Software in its possession and submit to Licensor a sworn affidavit signed by Licensee 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 12 Month 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 by Licensee, Licensee agrees to pay Licensor for all of Licensor'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. Documentation

Licensor 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 Licensor 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 Licensor maintains its technical, maintenance and installation documentation on a web site, Licensor may fulfill the obligations set forth in this section by providing County access to its web based Documentation information. Licensor may also provide such information

on CD ROM. Licensor grants County a nonexclusive, perpetual, non-terminable, irrevocable right to use, make derivative works based upon, modify, and reproduce the Documentation furnished pursuant to this Section at no additional charge.

6. Copies

County will reproduce and include the copyright and other proprietary notices and product identifications provided by Licensor on such copies, in whole or in part, or on any form of the Application Software and its Documentation.

7. 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.

8. 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.

9. 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 licensor if the Third-Party Software would be installed on County Equipment, Licensor shall provide to County copies of any applicable license agreement from the licensor of the Third Party Software to allow County to pre approve such license agreement. Licensor shall assign to County such applicable licenses for the Third Party Software upon Acceptance of the System (as defined in the Civil Management System Contract between the parties).

10. Versions.

Unless otherwise mutually agreed to in writing, Licensor 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 at 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, Licensor 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 Licensor 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 Licensor.

- A. For the purpose of maintaining and supporting more current platform(s), both Licensee and Licensor agree that a currently supported Microsoft Environment is the most current release, and the previous 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

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

11. License Fee

The payment of the license fee will be included in the milestone payments as outlined in the Payment Schedule (Appendix B – Payment Schedule).

12. 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 Licensor and

provided to Licensee 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 Licensor to Licensee.

- B. **Standard of Care for Confidential Information.** Licensee 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, Licensee 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 Licensor's prior written consent, except as required by law. Conversely, except as expressly permitted in writing by the Licensee, Licensor 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 information or data collected with the use of the software by the Licensee.

13. Ownership and Licenses of Intellectual Property Rights

- A. **Exclusive Rights of Licensor.** As between Licensor, Licensee, and any end-user of the Software, Licensor 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 Licensor.
- B. **Improvements.** As between Licensor, Licensee, and any end-user of the Software, Licensor 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 Licensor.
- C. **User Data.** Ownership of all User Data input or otherwise provided by Licensee or any permitted end user shall remain exclusively with Licensee.
- D. **Proprietary Rights Protection.** Except as expressly permitted by the terms of this Agreement or required by the California Public Records Act (Government Code § 6250 et seq.), neither Licensee 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. Licensee shall place copyright, trademark and other proprietary rights notices on all copies of the Software.

14. Licensee's Obligation to Notify of Infringement

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

15. Software Warranty and Disclaimer

- A. **Warranty of Ownership and Use.** Licensor 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 Licensee; (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 Licensee pursuant to this Agreement without infringing upon the proprietary rights of any third party.
- B. **Limited Product Warranty.** Licensor warrants that, for a period of 12 months 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 Agreement and accepted designs, descriptions, and Specifications. The County's approval of designs or specifications furnished by Licensor shall not relieve the Licensor of its obligations under this warranty
- C. **Delays.** Licensor 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 Licensee believes that the Software does not conform to the limited product warranty described in the preceding section, Licensee shall notify Licensor thereof describing with particularity the problems encountered. In the event that Licensor determines that software coding errors or other software defects exist, Licensor shall take one of the following actions, after conferring with Licensee: (1) correct such software coding errors or other software found by Licensor to be defective, or (2) refund to Licensee the license fee paid to Licensor under this Agreement. If the problem is deemed by the parties to be a fault in the development of the Software, Licensor shall arrange to provide appropriate trouble-shooting, repair, or programming services (either on-site or by remote access, at Licensor's discretion) to repair, correct or resolve the problem. Licensor's obligation to provide service and resolve problems under this warranty shall extend only to such problems duly reported to Licensor during the Warranty Period.
- E. **Inquiry Assistance.** Licensor shall, from Monday through Friday, 8:00 a.m. – 5:00 p.m., Pacific Time, within 30 minutes for an emergency inquiry (in Licensee's judgment) or within two hours of any other Licensee inquiry, respond to the inquiry with the following, as applicable:
- 1) Responses to questions relating to the Software, including without limitation isolating problems to the Software or Data;
 - 2) The development, on a best efforts basis, of a temporary solution to or an emergency bypass of a Deficiency;
 - 3) Corrections and repairs of errors, problems or Deficiencies with the Software, to the extent technically feasible; and
 - 4) Clarification of Documentation.
 - 5) Support calls and/or emails will be returned within one (1) business day. This response time may vary in any given call, based on telecommunications and internet availability and other factors. Licensor's only agreement herein with respect to such response time is to maintain functioning systems in place to permit achievement of such response times in more than eighty percent (80%) of such calls from all customers.

- F. **Database.** Licensor shall maintain and make available online to Licensee a database of all Change Requests, Deficiencies, and other problems reported by or known to Licensor in the Software. The database shall include, as a minimum, the following:
- 1) Date and time Licensor was notified;
 - 2) Date and time of arrival or inquiry response;
 - 3) Time spent for resolution of Deficiencies;
 - 4) Description of Deficiency;
 - 5) Description of severity level of Deficiency, e.g., Level 5, 4, 3,2,1;
 - 6) Description of Deficiency resolution; and
 - 7) Date of resolution.
- G. **Warranty Exclusions.** In the event that Licensor 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 Licensor'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 Licensor's prior written consent, or (v) by a software error in any program code other than the Software, then Licensor reserves the right, at its option, to charge Licensee at Licensor's standard labor rates for the service time expended by Licensor 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 LICENSOR 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.
- I. **Surreptitious Code.** Notwithstanding any other provision herein, Contractor represents and warrants that the Software will be free, at the time of delivery, from harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of computers or software), viruses or other program routines designed to erase, corrupt, alter or otherwise harm files, data or other software programs; and back doors that circumvent the system's security by a hardware or software mechanism that is intentionally hidden by designers of the system, often for the purpose of providing access to service technicians or maintenance programmers. Contractor warrants to the County that no copy of the licensed Software provided to County contains or will contain any "self-help code" or any unauthorized code as defined below. The warranty is referred to in this Contract as the "no surreptitious code warranty." As used in this Contract, "self-help code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. It does not include software routines in a computer program, if any, designed to permit an owner of the computer program to

obtain access to a licensee's computer System for purposes of maintenance or technical support. As used in this Contract, "unauthorized code" means any virus, Trojan horse, worm, or other software routines or equipment components, designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Contractor will defend the County against any claim, and indemnify the County against any loss or expense arising out of any breach of the no surreptitious code warranty

16. Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Licensor's total liability under this Agreement with respect to the Software License, regardless of cause or theory of recovery, will not exceed three times the total amount of fees paid by Licensee under this Agreement.

17. Maintenance

No software maintenance is included under the terms of this License Agreement. Licensor's obligations with respect to maintenance and support, including upgrades is set forth in the Civil Records Management System Contract. .

18. Relation of Parties

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

19. 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, Licensor 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. Licensee 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. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Santa Barbara County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. 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 Licensor: 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 Licensee: Santa Barbara Sheriff's Department
Civil Bureau
PO Box 5049
Santa Maria, CA 93456
Attn: Julie Rotta
E-Mail: jlg2668@sbsheriff.org
Fax: (805) 346-7437

- 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.

21. Audit

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

22. 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.

23. Force Majeure

Neither Licensor nor Licensee 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).

24. 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.

25. 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 licensed software. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

26. 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 14 (Disputes).