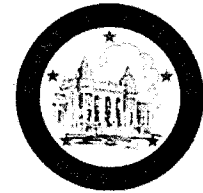


SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.30  
(ID # 10804)

MEETING DATE:

Tuesday, September 10, 2019

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Agreement with Teleosoft, Inc. for CountySuite Civil Case Management Software for Ten (10) Years and Authorize the Chairman of the Board to Sign the Agreement on behalf of the County. [All Districts]; Total Ten-Year Cost \$3,204,638, up to \$320,463 in additional compensation]; 100% - AB 709 Court Services Automation Sub Fund. 4/5 Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Teleosoft Inc for the purchase of CountySuite civil case management software and maintenance for an aggregate amount of \$3,204,638 for ten (10) years through June 30, 2029, and authorize the Chairman of the Board to sign the agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the Agreement that stay within the intent of the Agreement, including modification of the statement of work and renewal, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement; and,
3. Approve and direct the Auditor Controller to make the budget adjustments, as shown on Schedule A attached.

ACTION: 4/5 Vote Required, Policy

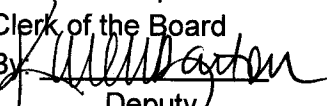
  
Will Taylor, Director of Administration 9/3/2019

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as amended with a guaranteed cap of 3.5 million dollars.

Ayes: Jeffries, Spiegel, Perez and Hewitt  
Nays: None  
Absent: Washington  
Date: September 10, 2019  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 726,317	\$ 674,127	\$ 3,525,101	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% AB 709 Court Services Automation Sub Fund			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	19/20- 28/29

**C.E.O. RECOMMENDATION:** Approve

**BR 20-001**

**BACKGROUND:**

**Summary**

The Sheriff's Court Services (SCS) Division operates a complex mission critical Civil Case Management System (CCMS) to log and track all manner of civil processes/services with government, businesses, and individual members of the public throughout Riverside County. The existing CCMS platform, Civil Administration System (CAS), provided by the Sirron Software Corporation, was procured in 2001 and has undergone multiple upgrades but fails to remain on-par with advancements in technologies and capabilities of newer systems. Also, this system is going to be end of life at the end of 2021, as the proprietor is closing the business. In order to maintain continued civil case service to the public and other entities, improve internal work-flow efficacies, generate reports for management and increased CPRA requests, and provide added functionality for direct public interaction, an entire CCMS replacement is necessary.

Since the incumbent system was approaching end of life and would no longer be supported by the vendor, Sheriff's Court Services management began a search for a suitable replacement system. Over a span of several years, Sheriff's Court Services management conducted market research and visited surrounding Counties within the state of California to inquire on what software they were utilizing. It was discovered there were only two viable companies providing Civil Case Management Systems in the state. CountySuite, offered by Teleosoft, Inc., offered a solution with robust features, to include a public access module, that was most similar to the incumbent system provided by Sirron. By selecting CountySuite by Teleosoft, training and familiarization with the new product should provide the least amount of disruption to the public during the transition.

The Sheriff's Department is requesting a budget adjustment of \$726,317 for FY 19-20 to fund the purchases from the Court Services Automation Fund as authorized by State Government Code 26731.

**Impact on Residents and Businesses**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

This purchase will support the day-to-day Courts Civil Operations as mandated by California Government Code. The projects are being funded 100% by fees already collected and set aside for the Civil Courts Division, so there will be no impact on the General Fund.

**Price Reasonableness:**

Sacramento County initiated a project to replace their current Civil File System (Sirron). On October 24, 2012 the Sacramento BOS approved Resolution No. 2012-0723 to award a contract to PCG Technology Consulting to evaluate applicants and develop the functional technical and management requirements of the new Civil Software System. These requirements were solicited in a Request for Qualification (FRQ 8035) and Request for Proposal (RFP 8036). Sacramento's proposals were evaluated by a committee using a similar evaluation process as the one used by Riverside County Purchasing. The assessment category included items like; Corporate Reference/Experience, Project Management Plan, Data Conversion Approach, Implementation, Business Solution/Technical Functionality and Pricing. Teleosoft was awarded a \$2 million contract to develop the custom software solution for use in Sacramento County Sheriffs Civil Division. Sheriff Purchasing presented all pertaining information to County Purchasing and obtained approval to piggyback from Sacramento's contract.

Sheriff Purchasing vigorously negotiated with Teleosoft to ensure pricing was in line with other law enforcement agencies using Teleosoft in California. The agreement with Teleosoft before the Board for approval is based on utilizing the pricing from the Sacramento agreement. Teleosoft is providing the same pricing and terms as awarded through the Sacramento Agreement. All of the payments made to Teleosoft will be based on completion of different milestones set forth in the agreement "Addendum A" Section D – Milestone & Payment Schedule. Purchasing was able to negotiate a fixed cost for the first five (5) years for the annual maintenance. This is a five (5) percent reduction in the annual maintenance price for a cost reduction of \$164,635.00.

Piggybacking off other competitive bid governmental procurements meets the County's requirement of seeking competition and assists with expediting the implementation/acquisition of needed commodities and services.

County Counsel has approved the attached Agreement as to form.

**Attached:**

H11

Three (3) Original Contracts with Addendum A

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**ATTACHMENT A.**

**BUDGET ADJUSTMENT**



**Schedule A – FY 19/20**

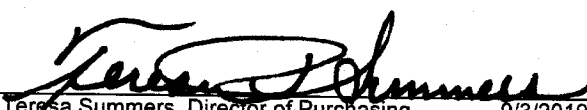
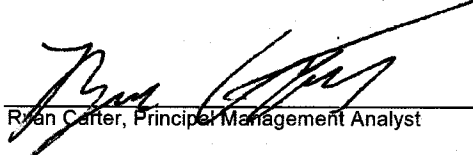
**Increase Appropriations:**

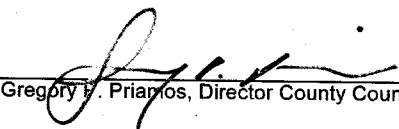

10000-2500500000-546280	Capitalized Software	\$ <u>726,317</u>
	TOTAL	\$ 726,317

**Memo Line Only:**

11008-2500500000-321134	Rst AB 709 Court Services Automation	\$ <u>726,317</u>
	TOTAL	\$ 726,317

 Misley Wang, Supervising Accountant	8/29/2019	 Paul A. Angulo, County Auditor-Controller	9/3/2019
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 Teresa Summers, Director of Purchasing	9/3/2019	 Ryan Carter, Principal Management Analyst	9/4/2019
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 Gregory L. Priantos, Director County Counsel	8/28/2019	 Jim Smith, Chief Technology Officer	9/3/2019
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# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

<b>H11 Number:</b>	PR2019-09000		
<b>Requested Purchase:</b>	CountySuite Sheriff Software - Sheriff's Court Services		
<b>Department/Agency:</b>	Sheriff		
<b>Primary Contact/Phone:</b>	ERIK LUE	<b>Alternate Contact/Phone:</b>	Marta Balbach/
<b>Purchase Request Type:</b>			
<b>Describe Requested Purchase:</b>	CountySuite Sheriff Software - Purchase CountySuite Sheriff Software - Maintenance and Support (Pro-Rated at Go-Live Date)		
<b>Terms:</b>	Is this a Multi Year Contract?: True Length of Contract: 5 Start Date: 7/1/2019 End Date: 6/30/2024 12:00:00 AM Special Terms and Conditions: Maintenance and Support fixed for five years, after M&S will follow CPI.		
<b>Business Needs Addressed:</b>	Sheriff's Court Services operations will be replacing SIRON Civil Software, which is going EOL.		
<b>Are there other county systems that provide the same functionality?</b>	Unknown		
<b>Business Criticality:</b>	Run the Business		
<b>Business Impact:</b>	Support Current Operations		

Current Cost Itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
CountySuite Sheriff - Software	Software - New Purchase	Teleosoft Inc.	1	\$1,210,529.00	\$1,210,529.00		\$1,210,529.00
CountySuite Sheriff - Maintenance and Support (Pro-Rate at Go-Live Date)	Software - Renewal	Teleosoft Inc.	1	\$189,915.00	\$189,915.00		\$189,915.00
<b>Total:</b>							<b>\$1,400,444.00</b>

Annual Costs				
Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments
CountySuite Sheriff - Maintenance and Support	778340000	5.00	\$189,915.00	\$949,575.00
<b>Total:</b>				<b>\$949,575.00</b>

**Grand Total: \$2,350,019.00**

Accounting String						
To be completed for pass-thru purchases that will be processed by RCIT Only						
%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

**Department Head or Authorized Designee Signature:** Lt. Vallejo

## MASTER AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on September 10, 2019, between Teleosoft, Inc. ("Licensor"), with its principal place of business located at 2870 Eastern Boulevard, York, PA 17402 and the County of Riverside, on behalf of its Sheriff's Department ("Licensee"), with its principal place of business located at 4095 Lemon St. Riverside, CA 92501.

### RECITALS

- WHEREAS, Licensor owns certain software identified herein or in the addenda attached hereto,
- WHEREAS, Licensor desires to convey, and Licensee desires to receive, certain limited rights in said software pursuant to the terms and conditions contained in this Agreement,
- WHEREAS, Licensor and Licensee desire to consolidate all existing license and maintenance agreements into one Master Agreement,
- WHEREAS, Licensor and Licensee contemplate future business relations which may be contracted to via addenda to this Master Agreement,
- NOW THEREFORE, Licensor and Licensee agree as follows:

#### 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 computer programs and documentation listed and described in “Licensed Software”, which is attached hereto as “Exhibit A” and is incorporated herein as if fully set forth, 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 equipment owned, managed, and operated by Licensee (the “License”). Licensee may make one (1) or more archival copies of the Software in non-printed, machine readable form, in whole or in part, provided that such copy is for Licensee’s own use and that no more than one “live” instance of the software is in use at any time. 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.** Licensee shall use the Software within the Office by an unlimited number of authorized employees of Licensee who are trained in application and use of the Software. Licensee shall not permit use of the Software by any other person without the express written consent of Licensor, and 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.

**3. Price and Payment Terms**

- A. Licensee will pay Licensor for Licensor's work pursuant to the terms and conditions set forth in the addenda.

**4. Term and Termination**

- A. This Agreement shall be effective as of \_\_\_\_\_ 2019 and shall continue in effect through June 30, 2029. Unless earlier terminated as herein provided, either party may notify the other party of such party's desire to renew the Agreement, which shall be on such terms as the parties may then agree. Licensor shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.
- B. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Licensee agrees to pay Licensor for all of Licensor's Work performed up to the date of termination. Licensor and Licensee shall take all actions necessary to mitigate costs during the period between the date of notice and effective date of termination, and specifically shall perform only such work during this time which shall be agreed between the parties to be essential to the ongoing operations of Licensee. 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 fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.
- C. Termination of any agreement contained in addenda to this Master Agreement shall not constitute termination of the Master Agreement itself; however, termination of the Master Agreement shall terminate all agreements contained in addenda attached hereto.
- D. 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.



**5. Addenda**

- A. Licensor and Licensee agree that this Agreement shall form the basis for all business dealings between the parties. As such, for each instance of the Software that Licensee desires, an addendum shall be attached and incorporated into this Agreement. Such addendum shall specify the particulars of the modifications to the Software necessary for the designee of Licensee for whom the Software is intended. Addenda shall also contain all pricing and payment information. Each addendum, when attached, shall be governed by the terms of this Agreement.

**6. Confidentiality**

- A. Confidential Information Defined. For purposes of this Agreement, "Confidential Information" shall mean: (i) any and all information, data, source code, stored procedures, knowledge, technology, and know-how relating to the design, production, manufacture, programming, and operation of the Software, whether in electronic, written or verbal form, provided or developed by 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. The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.
- 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.

**7. 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.

#### **8. 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.

#### **9. 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 one (1) year from the date of on-site installation and start-up (the "Warranty Period"), that the Software shall operate substantially in accordance with the specifications contained in the documentation that accompanies the Software.
- C. 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, at Licensor's sole discretion: (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 Licensor 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.

- D. Warranty Exclusions. In the event that Licensor has provided service under this warranty and the problem is later determined 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 to, 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.
- E. 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.

#### 10. Insurance

- A. Licensor shall at all times during the term of this Agreement maintain in force, at minimum, those insurance policies and limits as designated in the attached Exhibit A, and will comply with all those requirements as stated therein.

#### 11. Limitation of Liability

- A. 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, regardless of cause or theory of recovery, will not exceed the actual amount paid by an insurer as a result of any claim made under Licensor's General and Professional (E & O) liability insurance policies.
- B. Licensee will indemnify and hold Licensor harmless against any claims incurred by Licensor arising out of or in conjunction with Licensee's unauthorized or improper use of the Software, as well as all reasonable costs, expenses and attorneys' fees incurred therein.
- C. Licensor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability,

action, claim or damage whatsoever, based or asserted upon Licensee's use of the Software or any services of Licensor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Licensor shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. Licensee agrees that Licensor's indemnification obligation does not extend to claims directly caused by Licensee's unauthorized or improper use of the Software.

- D. With respect to any action or claim subject to indemnification herein by Licensor, Licensor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Licensee; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Licensor's indemnification to Indemnitees as set forth herein.
- E. Licensor's obligation hereunder shall be satisfied when Licensor has provided to Indemnitee(s) the appropriate form of dismissal relieving Indemnitee(s) from any liability for the action or claim involved.

## 12. 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.

## 13. Disputes

The Parties shall attempt to resolve all disputes or controversies arising out of this Agreement by mutual agreement by discussing the issues in a businesslike manner between themselves. For any dispute or controversy that cannot be so resolved, either Party may submit a written request to the other Party for mediation. If such Party refuses to mediate the dispute or controversy, or if the terms and procedures for mediation cannot be agreed upon by the Parties within thirty (30) days from the date of such written request, then such dispute or controversy shall be handled in accordance with the following procedures:

- A. Arbitration of Disputes. Except as otherwise set forth in Section C below, all claims, disputes, and controversies arising out of or relating to, this Agreement, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). The site of the arbitration shall be mutually agreed upon by the Parties, in a neutral location in Riverside County, California. All initial costs and expenses of arbitration (and mediation, if applicable) shall be shared equally between the Parties but shall be subject to reimbursement pursuant to Section B below. The Parties agree to submit to the rules and procedures of arbitration, to abide by and perform any award rendered by the arbitrator(s), and to allow any judgment upon the award rendered by the arbitrator(s) to

be entered only in the Superior Court of the State of California located in Riverside, California without protest or appeal. The decision of the arbitrator(s) shall be given in writing and shall state with reasonable specificity the reasons upon which such decision is based.

- B. Arbitration Awards and Recovery of Costs. All awards made pursuant to any arbitration proceeding conducted hereunder shall be in U.S. dollars, and if an award is made to any claimant which is greater than any amount offered in writing by the opposing Party prior to the hearing date in settlement of such claim or if the opposing Party has made no offer of settlement, then the opposing Party shall pay all of such claimant's costs and expenses incurred in such arbitration, including reasonable attorneys' fees, as well as all costs of arbitration, including all AAA fees and charges and the fees and expenses of all arbitrators. If no award is made to claimant or the amount of such award is equal to or less than any such amount offered in settlement by the opposing Party prior to the hearing date, then the claimant shall pay the opposing Party's costs and expenses incurred in such arbitration, including reasonable attorneys' fees, as well as all such costs of arbitration.
- C. Reservation of Court Jurisdiction for Certain Issues. Notwithstanding any other provisions of this Agreement (including the provisions of Section A above), Licensor may rely upon, and avail itself of, the court system of any applicable jurisdiction to enforce any rights or remedies provided by the terms of this Agreement or any additional rights or remedies, at law or in equity, allowed under applicable law (including the entry of temporary or permanent injunctions and/or orders of specific performance) with respect to the continuing obligations contained herein regarding the protection of proprietary rights, Intellectual Property Rights, Trademark Rights and Confidential Information. Nothing in this Agreement shall be interpreted to require Licensor to take legal or other affirmative action, the decision to do so in each case being solely within the discretion of Licensor.

#### 14. Notice

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

- A. How Given. Notices may be given electronically, or in writing. If given electronically, 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.  
2870 Eastern Boulevard  
York, PA 17402  
Attn: Contracts  
E-mail: [contracts@teleosoft.com](mailto:contracts@teleosoft.com)

If to Licensee: Riverside County Sheriff's Department  
Address: 4095 Lemon Street, CA 92501  
Attn: Court Services Division Chief

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

#### **15. Audit**

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.

#### **16. Severability**

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

#### **17. Force Majeure**

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

#### **18. No Waiver**

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

#### **19. Entire Agreement**

This Agreement, together with any attachments or addenda referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the

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

## 20. Continuing Obligations

The provisions of Section 6 (Confidentiality) and Section 7 (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 13 (Disputes).

## 21. Support and Maintenance

### 1. Scope

- A. Maintenance Services The following are the Maintenance Services that will be performed by Licensor in connection with the Software. Licensor shall:
- i. 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)
  - ii. 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.)
  - iii. 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.
  - iv. 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.
  - v. 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.

- vi. 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;
- vii. 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**

- i. The first line of support will be the Licensor's Help Desk, who will contact the Licensee's IT Help Desk.
- ii. 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.
- iii. 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.
- iv. 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. Coverage**

- i. 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.
- ii. Licensor assumes no responsibility for hardware vendor operating systems or other system software.
- iii. 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 Number	Version
Windows 8.1	18-Oct-13	NT 6.3	



Windows 8	26-Oct-12	NT 6.2
Windows 7	22-Oct-09	NT 6.1

Another example is SQL Server releases;

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

- 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.

iv. Coverage is limited to the Software operating at the following Licensee site(s):  
Riverside County, CA

**D. 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.

**2. Price and Payment**


**A. Fees.** Maintenance Services for the applications and configuration listed in Addendums will be provided per the milestone payment schedule in each Addendum. (This number may be pro-rated for the first year of this Agreement so that renewals will align with the fiscal year). This fee will be adjusted each fiscal year 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.

- i.** 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.
  - i.** Maintenance fees will be invoiced annually, forty-five (45) days in advance of Licensee's July 1<sup>st</sup> fiscal year start date.
  - ii.** Invoices shall be due and payable within forty-five (45) days after date of invoice.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**Licensee:**

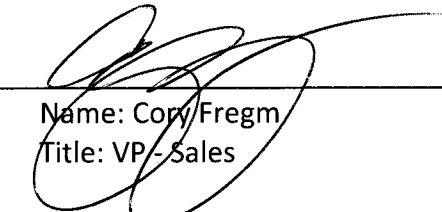
**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

Dated: SEP 10 2019

**Licensor:**

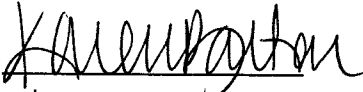
**TELEOSOFT, Inc,**

By:   
Name: Cory Fregm  
Title: VP - Sales

Dated: \_\_\_\_\_


**ATTEST:**

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel

## EXHIBIT A

### *County of Riverside Insurance Requirements*

Without limiting or diminishing Licensor's obligation to indemnify or hold the COUNTY harmless, Licensor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to this Exhibit only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

#### **A. Workers' Compensation:**

If Licensor has employees as defined by the State of California, Licensor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

#### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Licensor's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

#### **C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Licensor shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

#### **D. Professional Liability:**

Licensor shall maintain Professional Liability Insurance providing coverage for Licensor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Licensor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Licensor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Licensor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

#### **E. General Insurance Provisions - All lines:**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. Licensor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Licensor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. Licensor shall cause Licensor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Licensor shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Exhibit. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
4. It is understood and agreed to by the parties hereto that Licensor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the

types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by Licensor has become inadequate.

6. Licensor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
8. Licensor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## ADDENDUM A - SHERIFF

### MASTER AGREEMENT

This addendum shall be governed by the Master Agreement between Licensee and Licensor. The rights, obligations, and liabilities of the parties shall be determined by the above referenced agreement and its definitions are to apply to all language used in this addendum.

### SECTION A - LICENSED SOFTWARE

#### CountySuite™ Sheriff:

This addendum includes the following software:

- STANDARD PRODUCT FEATURES (See Section B)
  - All described functionality is included
- OPTIONAL PRODUCT FEATURES **INCLUDED** (See Section B)
  - All described functionality is included

CountySuite™ Sheriff is a web-based application which is installed on a remote server. Users access the system by launching a browser window and navigating to the website via any standard web browser (Internet Explorer 11 or above is required). No hardware (e.g. servers, tablets, printers, bar code scanners, label printers etc..) is included as a part of this addendum.

When county-hosted, Microsoft Windows Server (2012 R2 or above, recommended 2016) and Microsoft SQL Server (2012 R2 or above, recommended 2016) are required along with the appropriate licenses (not included). Client VPN software and Windows Remote Desktop access is required to all servers. Additionally, IIS and SQL Server instances are required to be dedicated to CountySuite™ usage only, for ease of application maintenance, disruption and performance isolation, and Intellectual Property protection.

Perpetual, non-assignable, non-exclusive right and license to use. This is an enterprise site license. THERE IS NO PER USER FEE. Users are limited to employees of Riverside County, California (public-facing pages such as the Public Portal would be an exception to this limitation).

#### License Fee

Licensee agrees to pay a one-time fee of \$1,210,529 in Milestone Payment Schedule for the grant of the License herein.

Annual maximum payments by Licensee to Licensor shall not exceed \$1,210,529 plus the prorated maintenance amount defined in section E, including all expenses. Licensor is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in the Addenda, Licensee shall not be responsible for payment of any of Licensor's expenses related to this Agreement.

## **SECTION B - PRODUCT FEATURES**

### **1. Technology**

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

### **2. Unified System**

- 2.1. Participant information is shared between cases so names and addresses are not re-entered if they are already in the system.
- 2.2. Each contact can have an unlimited number of addresses which can be used for mailing, serving, and keeping historical information.
- 2.3. When addresses are added (by a deputy, for instance), all cases associated with that contact see the new information immediately
- 2.4. Easily look up an individual and see which Cases / Files are associated with them
- 2.5. An unlimited number of case participants (plaintiffs, defendants, attorneys, etc.) can be associated with each Case
- 2.6. An unlimited number of Files can be associated with each Case
- 2.7. An unlimited number of Services can be associated with each File
- 2.8. An unlimited number of Actions can be associated with each Case, or each File, or each Service
- 2.9. Contact details for all Services include physical characteristics (height, weight scars) and the ability to store pictures and images
- 2.10. Reports pull from information already entered into the system, so there is no need to enter information again (like case numbers, case participants, addresses, etc.)
- 2.11. Activities are contextual (ability to perform certain functions or access reports will be right there within the page you are already on, and where you expect them to be)

### **3. Home Page**

- 3.1. Search both Open and Closed Files and Returned Instructions by Case Number, File Number, Participant Name, Property Address, SSN, Check Number, and more
- 3.2. Search results will show in list, or if only one File Number matches, take user to File immediately
  - 3.2.1. Results show File and Service status, and additional data depending on search filter selected
- 3.3. Search for Services allows immediate jump to add Service Action for field staff (like Trip Ticket Update)
- 3.4. Notifications show for upcoming events / deadlines
- 3.5. Quick Links to:



- 3.5.1. Receiving (where a File starts)
- 3.5.2. Levy Receivables (taking in payments from Debtors)
- 3.5.3. Contacts (manage global contacts, like attorneys, vendors, keepers, etc.)
- 3.5.4. Accounts (all things financial)
- 3.5.5. Batch Printing (for Service Packets, Proof Packets, Writ Returns, etc.)
- 3.5.6. Assignment (manage a large office by assigning Files to staff, tracking progress)
- 3.5.7. Reports (System and Metric Reports)

#### **4. Receiving Process**

- 4.1. Cashiering page(s) all in one page
  - 4.1.1. Handles multiple locations (but defaults to the Default location for the current user)
- 4.2. Look up existing Court Cases and/or File Numbers
  - 4.2.1. Pull in all existing participants/attorneys and the Case Title
  - 4.2.2. Add new participants if necessary
  - 4.2.3. Defaults the Requestor (Plaintiff Attorney, or just Plaintiff if pro se), but can be changed
- 4.3. Look up existing Contacts
  - 4.3.1. Not just for attorneys
  - 4.3.2. Add address information immediately (helpful to Receipts, ready to mail)
- 4.4. Add to existing File, or create a new File
  - 4.4.1. Select the Requestor from Case Participants
- 4.5. Can charge for Copies in addition to filing fees
- 4.6. Add unlimited number of Services
  - 4.6.1. Use Quantity multiplier to avoid redundant entry
  - 4.6.2. Checkbox to auto-add Notary fee
  - 4.6.3. Only show the Waiver choices that are valid for the selected Service category
  - 4.6.4. Add additional Deposit amount (can be set for a default amount for any Service)
  - 4.6.5. Auto-adds Eviction service "pairs"
  - 4.6.6. Capture Service Documents (can be required)
  - 4.6.7. Capture Waiver Documents (can be required)
  - 4.6.8. Automatically calculates expected Service Fees
- 4.7. Add payment information
  - 4.7.1. Defaults to being paid by the Requestor, but the user can choose any case participant, or enter anyone outside of the case
  - 4.7.2. Take multiple forms of payment to add up to total required (mixture of checks, cash, etc.)
  - 4.7.3. Recalculates remaining amount every time a payment is added (user can override)
- 4.8. Option to generate Receipt document now, or later
  - 4.8.1. Receipt can include cash breakdown grid, office contact information on the back
- 4.9. Capture additional documents
  - 4.9.1. Writ, Warrant, Instructions, etc.

- 4.10. Generate File Number label using Dymo Label printer (for manila folders)
- 4.11. For Writs, option to Check APR validity based on provided information, so File can (potentially) be rejected immediately
- 4.12. Link to Returned Instructions page, so user can easily generate form that will be mailed back to the Requestor (when rejected)

## **5. Manage Court Case Information**

- 5.1. Shows all case participants with name, address, phone number information
  - 5.1.1. Easily jump to the Contacts page to manage the details of each participant, or add a new one
- 5.2. Jurisdiction information (Case Title and Court)
  - 5.2.1. Court uses type-ahead technology to make it easy to find court by typing ANY PART of the Court name and address (usually using the street address if the fastest way to filter to the court you need)
  - 5.2.2. Case Title fields are limited in length to warn the user when they will not fit in the Mandatory Judicial report header
- 5.3. Shows list of all Files associated with this Court Case
  - 5.3.1. Displays File Number, File Category and current status (Open, Closed, etc.)
  - 5.3.2. Easily click on a File to jump to the details for that File

## **6. Manage Contacts**

- 6.1. When the user IS NOT inside of a Case
  - 6.1.1. This page can be used to add or update global contacts that can be used for any Case
  - 6.1.2. Contacts can be placed in global categories such as Vendor, Trustee, Keeper, Attorney so that later parts of the application will only show applicable contacts in those contexts
  - 6.1.3. Contacts can also be added to the system, even if they are not yet associated with any Court Case (if you find out information about this person, or expect paperwork to arrive soon). Then, when Receiving that paperwork, the contact can be chosen and associated with that filing.
- 6.2. When the user IS inside of a Case
  - 6.2.1. This page allows the user to look up any existing contact within the system, or add a new one, and attach them to this court case by defining their role for that Case (Plaintiff, Defendant, Garnishee, Employee, Spouse, etc.)
  - 6.2.2. The user can easily jump between the details for all Case Participants without leaving this page
  - 6.2.3. The user can set the relationship between participants here (Employer/Employee)
  - 6.2.4. A feature is available to substitute an attorney, and capture the appropriate paperwork
- 6.3. Names and aliases can be entered
- 6.4. Additional data such as Email, SSN, State Bar Number and Vendor Number can be added

- 6.5. Warning Notes can be added to the user, which will follow them to any Cases they are associated with
- 6.6. Physical Details can be added to ANY contact (not just for Warrants or TRO)
  - 6.6.1. DOB, Facial Hair, Scars/tattoos, vehicle description, height, weight, driver's license, XREF number, etc.
  - 6.6.2. This includes attachment of photos
- 6.7. Unlimited number of phone numbers
- 6.8. Unlimited number of addresses
  - 6.8.1. Ability to set address as invalid
  - 6.8.2. Ability to exclude address for Services (won't show on the Trip Ticket)
- 6.9. Easily copy entered information (for husband/wife) with the Save As New Contact option
- 6.10. Primary bankruptcy information is connected to the Contact
  - 6.10.1. Only need to enter it once, then affects all Services associated with the Contact
  - 6.10.2. Easily see the list of those Services, and jump to them from this page to enter Service-specific information related to the bankruptcy
- 6.11. Contact History button
  - 6.11.1. Takes user to a page showing ALL files the user is associated with, including role in that File
- 6.12. Print Mailer page
  - 6.12.1. Print a mailer sheet for any contact/address combination right from this page

## **7. Manage Bankruptcies**

- 7.1. Add Filing information (filing date, received date, court, 341 meeting date, etc.)
  - 7.1.1. Capture Bankruptcy documents
- 7.2. Select Trustee (if applicable)
- 7.3. Track Disposition type and date
  - 7.3.1. Capture Disposition documents
  - 7.3.2. Track Closed date
- 7.4. Capture any additional correspondence documents
- 7.5. Once the primary bankruptcy information is added, the user can view all Services associated with this contact that may need additional details added, specific to that Service
  - 7.5.1. User can easily jump to each Service to enter service-specific information about the bankruptcy

## **8. Manage Service-Specific Bankruptcy Information**

- 8.1. All the general information about the bankruptcy DOES NOT have to be re-entered for each Service
- 8.2. Since the bankruptcy is associated with the person, who is specifically a debtor on a particular levy (or eviction), ONLY that particular Service/Levy is affected by the Bankruptcy, NOT the entire File (which could have other active levies where payments can still be received and disbursed)

- 8.3. Enter details about when the Employer/Garnishee was notified, when/if the trustee letter was sent, when the Levy was re-instated, who the Funds should be sent to, and when they were sent
- 8.4. The Bankruptcy Notices are then printed from this page with a single click
- 8.5. A Trustee Letter is captured from this page
- 8.6. An Order Avoiding Lien is captured from this page
- 8.7. Quick links are provided to jump to the Levy Notices page (WG-012, etc.), and the Judgment Ledger (for holding any pending receivables)
- 8.8. A bankruptcy on an eviction will affect the Deputy Services listing, notifying the field staff to halt the eviction, until paperwork is received to allow the eviction to proceed.

## **9. Manage Levy Receivables (Single)**

- 9.1. Type-ahead technology allows the user to enter a Court Case or File Number
- 9.2. Any associated (active) Levies associated with that File are displayed, with the Judgment amount, Garnishee Name and Debtor Name (and the entry date of the Service, to differentiate re-levies)
- 9.3. Details are brought in for the selected Levy
  - 9.3.1. File Closed, Levy Claim, Bankruptcy, Last Received Amount (and list of all past receivables), Levy Status, Levy Modification/Frequency, Judgment Expiration, Current Judgment Balance, all Comments
- 9.4. Funds Available Date defaults to county specifics
- 9.5. Paid By defaults to Employer or Garnishee, depending on whether service is EWO or EOJ
  - 9.5.1. But any case participant can be selected, or a new contact entered
- 9.6. Payment can be placed on Hold if desired
- 9.7. Payment document can be captured
- 9.8. Refund can be auto-queued up for over-payments (Levy Modification, etc.)
- 9.9. MORF (Memorandum of Returned Funds) can be generated from this page (if the check cannot be identified, or other problems exist)
- 9.10. Quick Links to jump to the associated File or Ledger for any entry

## **10. Manage Levy Receivables (Multiple)**

- 10.1. Similar interface to above, but allows the entry of check details for a single receivable
- 10.2. Then type-ahead lookup is used to bring in specific File/Service details
- 10.3. Details are brought in for the selected Levy
  - 10.3.1. File Closed, Levy Claim, Bankruptcy, Last Received Amount (and list of all past receivables), Levy Status, Levy Modification/Frequency, Judgment Expiration, Current Judgment Balance, all Comments
- 10.4. The user then enters the amount applicable for that Levy
- 10.5. Refund can be auto-queued up for over-payments (Levy Modification, etc.)
- 10.6. The total of all entries is constantly recalculated along with the remaining amount (compared to the total check amount)
- 10.7. Once the totals match, all deposits are submitted and entered on the appropriate Judgment Ledgers

## 11. Memorandum of Returned Funds

- 11.1. User can enter mailing name/address, or choose from case participants
- 11.2. Capture the payment document
- 11.3. Enter check number, date and amount
- 11.4. Choose from several default reasons
  - 11.4.1. Case released/stayed, Case has been Closed, Case is fully Satisfied, Due to Employer Response, EWO Modified, Return Funds to Debtor
- 11.5. Add any other free form notes desired

## 12. Manage File Information

- 12.1. Track general information such as File Number, Filing Source (counter, mail, e-filed, etc.), Requestor, Received Dates
- 12.2. Badges at the top of the page inform the user of important status information (WRIT RETURNED, WRIT EXPIRED, FILE OPEN, FILE CLOSED, etc.)
- 12.3. If the File is associated with a Writ, the Writ section is visible
  - 12.3.1. Enter the writ category (execution, possession, etc.) and type (money judgment, personal property, real property, etc.)
  - 12.3.2. Enter the Writ Issued Date (expiration is auto-calculated)
  - 12.3.3. Enter judgment type (limited, unlimited, pre-judgment, etc.)
  - 12.3.4. Set whether to Hold the Writ Full Term, and whether this is a Criminal writ
- 12.4. If the File is associated with a Writ, the Judgments section is visible
  - 12.4.1. Add as many Judgments as are necessary for the Writ
  - 12.4.2. This handles Attachment 20 scenarios for Writs of Execution
  - 12.4.3. This handles a multiple-address situation for Evictions
  - 12.4.4. The Judgment section shows the date Entered, Expires (including handling NEVER), the Debtor Names, the Judgment Amount, and the current Judgment Balance
  - 12.4.5. Clicking on the row takes the user to the Judgment Page
- 12.5. Show the list of all Services (Levies) associated with that File
  - 12.5.1. Date Entered, Date Completed
  - 12.5.2. Bankruptcy Active
  - 12.5.3. Service Category
  - 12.5.4. Name and Address of Serve To (or Property Address for Real Property)
  - 12.5.5. Service Status (Successful, Unsuccessful, In Progress, Checked Out by Deputy X, etc.)
  - 12.5.6. Clicking on a Service row takes the user to the Service Page
- 12.6. Show the list of all File Actions
  - 12.6.1. This is similar to Comments in Sirron
  - 12.6.2. Each File Action row shows the Priority, Entry Date, User name, category, description, and a paperclip to easily launch any attached documents
  - 12.6.3. When a Critical comment has not expired, visiting the File page pops this text up in front of the user and forces a dismissal of the dialog
  - 12.6.4. This list can be filtered to only show entries with documents attached, or vice versa

- 12.6.5.** This list can also be filtered to hide all Accounting-related items (scanned checks, deposits received, etc.)
- 12.6.6.** Clicking on a File Action row takes the user to the File Actions page
- 12.7.** The user can Close a File or Re-Open a File or Delete a File
- 12.8.** The user can generate a Notice of Action Taken (or not Taken)
- 12.9.** The user can generate documents for all Services associated with this File in batch
  - 12.9.1.** Service Packets (Trip Tickets and Service Documents)
  - 12.9.2.** Proof Packets (Proof of Service, Declaration of Diligence)
  - 12.9.3.** Certified Mailers
- 12.10.** The user can generate a Writ Return (if a Writ is associated with this File)
  - 12.10.1.** Prompted to also produce Audit Report (can be defaulted per county)
  - 12.10.2.** Supports Regular and Final and Supplemental Return types
  - 12.10.3.** User can add remarks and pause interest
  - 12.10.4.** File can be auto-closed after Writ Return is generated
- 12.11.** Whenever documents are Printed, they are always attached to a File Action that is auto-created
- 12.12.** However, the user also has the option to Preview the documents, which generates them as a PDF, but does NOT create the associated File Action
- 12.13.** Quick Links to jump to the File Ledger or Judgment Ledger (only for files with Judgments)

### **13. Manage File Actions**

- 13.1.** The user can add a File Action with a date/time and category, and then add notes and set a priority (and expiration date) for the Action
- 13.2.** The user can capture any document and associate it with the File Action
- 13.3.** When selecting a category, default text can be defined for that category to prevent redundant data entry
- 13.4.** Whenever documents are generated from a File or Service (Notice of Action Taken, Proof of Service, Levy Notices for Modification/Release, etc.) a File Action is always automatically created, and the generated document attached

### **14. Notice of Action Taken**

- 14.1.** Allows the user to generate notices with numerous default text fields added (primarily used for Returned Instructions)
- 14.2.** This includes specific check details so that the user can search even Returned Instructions (from the main page of the application) using the check number
- 14.3.** The user can also choose to add ONLY the text that they have entered without any other text being included (and this text field is UNLIMITED)
- 14.4.** Additionally, the title of the report can be changed (allowing it to be used for just about any type of office communication), but the generic header will still be used
- 14.5.** It is also possible to include the sheriff signature at the bottom of the generated document
- 14.6.** Any case participant and address can be selected as the name/address combination for the mailer

- 14.7. When a Notice of Action Taken is generated from within a File, a File Action is created with the generated document attached.

## **15. Manage Judgment Information**

- 15.1. Enter Creditor (select from list of case participants) and Debtor(s) (select from list of case participants)
  - 15.1.1. Note that ANY participant can be used as the Creditor or Debtor.
  - 15.1.2. Case Participants are NOT tagged as Plaintiff/Creditor or Defendant/Debtor when they are added to the case.
  - 15.1.3. Rather, their role as Plaintiff or Defendant remains with their association to the Case. Their role as Creditor or Debtor remains with their association to the Judgment
  - 15.1.4. This easily allows cross filings to be handled without the need to re-enter case participants with a different case participant category
- 15.2. Enter Judgment Entered (or Renewed) Date (limited by the Writ issued Date already entered)
- 15.3. Set whether or not this is a Sister State judgment (which will hold payments until the user captures the POS from the other office)
- 15.4. Enter Financial Details
  - 15.4.1. Entry fields are labeled with the California Writ line numbers
  - 15.4.2. Entering the Daily Interest amount calculates the APR
  - 15.4.3. User is warned if the APR exceeds the 10% limit. The application can be configured to allow for decimals above 10.00% to match county preferences
  - 15.4.4. User is warned if the APR=0% (in case it was left blank in error)
  - 15.4.5. User is warned if Direct Court Costs are entered (since normally they are blank)
  - 15.4.6. The Judgment Ledger is initialized with the information entered here
- 15.5. Enter Property Information
  - 15.5.1. This can be used with or without the Financial Details (one or both can be entered)
  - 15.5.2. This is where the address would be entered for an Eviction, or a real property situation
  - 15.5.3. The user can select from addresses already associated with case participants, to avoid redundant entry
  - 15.5.4. The user can also enter just a Property Description (and not an address) for a personal property situation
- 15.6. Quick Links to jump to the Judgment Ledger page (very similar to the debtor ledger you are familiar with), or to add a Creditor Judgment Reduction or Costs After Judgment

## **16. Creditor Judgment Reduction**

- 16.1. Allows the user to enter the date received, the amount, any notes, and capture the document received
- 16.2. This can also be used to enter a Creditor Credit Bid, which has the same effect
- 16.3. The adjustment is added to the Judgment Ledger
- 16.4. The user is then taken to a page listing all Levies associated with this Judgment so that Notices (WG-012, etc.) can be generated, if desired

## **17. Costs After Judgment**

- 17.1.** Allows the user to enter the date received, the amount, any notes, and capture the document received
- 17.2.** The adjustment is added to the Judgment Ledger
- 17.3.** The user is then taken to a page listing all Levies associated with this Judgment so that Notices (WG-012, etc.) can be generated, if desired

## **18. Manage Judgment Ledger**

- 18.1.** Provide the user visibility into all financial activity pertaining to the process of paying off a judgment
- 18.2.** As such, while it is in Ledger form, not all the rows in the ledger represent actual financial transactions
- 18.3.** The grid will show things like the original judgment amounts, the accruing costs and interest, and even entries that indicate when interest was paused and resumed. Creditor Judgment reductions affect the overall judgment balance, but are not financial transactions in themselves.
- 18.4.** The user can quickly see on this page the current Funds Available and the remaining Judgment Balance
- 18.5.** The Daily Interest Rate is calculated and displayed at all times
- 18.6.** A Notification of Account Status report can be generated to provide the debtor payoff specifics
  - 18.6.1.** The system can auto-include any remaining Service fees and a final \$12 fee
- 18.7.** The user can Split money out of incoming credits (to create refunds, etc.), VOID entries, Stale Date entries, Hold entries, Delete entries, and generate an NSF letter (with the appropriate permissions)
- 18.8.** The user can also regenerate receipts at any time
- 18.9.** When payment documents (checks, money orders, etc.) are captured during entry, they appear on the ledger as a paperclip so the user can easily view the PDF at any time
- 18.10.** Clicking on a ledger row provides the user with further details about the entry, including the actual relationship between the credits and debits on the ledger, and how much money may remain in the credit. This is because our system maintains a connection between credits and debits for every amount that is disbursed.
- 18.11.** The user can also edit limited information about the entry
- 18.12.** The user can select only certain entries and then limit the ledger view to only the selected entries (sometimes helpful when trying to determine how credits and debits were apportioned when there was a long delay in between disbursement (maybe due to a Levy Claim, etc.)
- 18.13.** The ledger grid can also be expanded to show the entire ledger (without scrolling within the limited grid window)
- 18.14.** The ledger can be printed (which matches the Audit report format that prints with a Writ Return)
- 18.15.** The ledger can be exported to Excel
- 18.16.** All of the above capabilities can be granularly assigned based on user permissions



## **19. Manage File Ledger**

- 19.1.** Provide the user visibility into all actual financial transactions that take place on the File
- 19.2.** This includes all credit and debit activity, but will NOT include non-financial entries in the way that the Judgment Ledger does
- 19.3.** The user can look at the File Ledger and know exactly the current money balance on the File
- 19.4.** This is similar to the Creditor Ledger in Sirron, but is not the same. There is no need to enter information on "both" ledgers in order to make things "balance". Any real money transactions will show on the File Ledger.
- 19.5.** The ledger will show the "Remaining Amount" in any credits on the ledger, allow the user to easily see what is remaining in specific credit payments (like Fee for Services, Deposits, or even Levy Receivables)
- 19.6.** The user can add new Credit or Debit entries to the ledger from this page (an additional Deposit from an Attorney to cover additional costs for a levy, for instance)
- 19.7.** Adding a Vendor Payment (or Keeper payment) is as simple as adding the correct Debit amount and selecting the proper payee from this page
  - 19.7.1.** The system can automatically find and associate the Debit with an available Credit, or the user can choose a specific Credit from the ledger and "split" out the amount they wish to pay the Vendor, or Refund the Creditor, etc.
  - 19.7.2.** The payment will then become part of the next check disbursement run
- 19.8.** The user can Split money out of incoming credits (to create refunds, etc.), VOID entries, Stale Date entries, Hold entries, Delete entries, and generate an NSF letter (with the appropriate permissions)
- 19.9.** The user can also regenerate receipts at any time
- 19.10.** When payment documents (checks, money orders, etc.) are captured during entry, they appear here on the ledger as a paperclip so the user can easily view the PDF at any time
- 19.11.** Clicking on a ledger row provides the user with further details about the entry, including the actual relationship between the credits and debits on the ledger. This is because our system maintains a connection between credits and debits for every amount that is disbursed.
- 19.12.** The user can also edit limited information about the entry
- 19.13.** The user can select only certain entries and then limit the ledger view to only the selected entries (sometimes helpful when trying to determine how credits and debits were apportioned when there was a long delay in between disbursement (maybe due to a Levy Claim, etc.)
- 19.14.** The ledger grid can also be expanded to show the entire ledger (without scrolling within the limited grid window)
- 19.15.** The ledger can be printed and/or exported to Excel
- 19.16.** All of the above capabilities can be granularly assigned based on user permissions

## **20. Manage Services**

- 20.1.** Entry fields adapt depending on whether the page is a Miscellaneous Service, Hearing Date Service, Eviction, EWO or EOJ.
- 20.2.** Serve By Dates are auto-calculated as they related to Hearing Dates
- 20.3.** Bench Warrant Courtesy letters can be generated, and Bail amounts entered

- 20.4.** Ability to select Service Documents
  - 20.4.1.** Filtered down so only those that are related to the selected Service are shown
  - 20.4.2.** And documents can now be selected in groups, making common selections easier and faster
- 20.5.** Specify the Serve To name/address combination (select from a dropdown list containing case participants)
- 20.6.** For an EWO, the Employer associated to the judgment debtor is automatically selected
- 20.7.** For an EOJ, the user can select multiple debtors for the selected Garnishee
- 20.8.** For a levy, specify additional information, such as who payments should be made to
- 20.9.** Show a list of all Service Actions on this service (attempts, final service, cancellation, etc.)
- 20.10.** Generate Service packets (Trip Tickets plus Service documents)
- 20.11.** Generate Proof of Service
- 20.12.** Capture Levy Release, Levy Modification, Garnishee Response
- 20.13.** Add Levy Claim and/or Bankruptcy Details for this Service
- 20.14.** Other reports that are generated (visible only for the correct Service type)
  - 20.14.1.** Certified Mailer
  - 20.14.2.** Request for Employer Return
  - 20.14.3.** Request for Safe Deposit Box Fees
  - 20.14.4.** Third Party Notice of Levy
  - 20.14.5.** Garnishee Demand Letter
  - 20.14.6.** Eviction Information Letter
  - 20.14.7.** Eviction Poster
  - 20.14.8.** Sister-State Bench Warrant

## **21. Manage Levy Claims**

- 21.1.** These claims are associated with a particular Levy (Service).
- 21.2.** Several claims can be added at the same time, and they do NOT overwrite previous claim information
- 21.3.** Can choose whether this is a Claim of Exemption or Third Party Claim
- 21.4.** Allows for entry of all details (Claimant, date received, date notice to creditor mailed)
- 21.5.** Notice of Opposition due date is automatically set
- 21.6.** Once NOO is received, due date for the Notice of Hearing is set
- 21.7.** One NOH is received, then further information about the Hearing results can be captured
- 21.8.** A cover sheet, creditor notice, and third party notice can all be generated
  - 21.8.1.** For a Third Party claim, the appropriate documents are generated based on in/out of state conditions and whether an undertaking is involved.
- 21.9.** For an EWO, if the Order Determining indicates a new garnishment frequency and amount, that can be entered directly on this page

## **22. Manage Levy Releases**

- 22.1.** Capture the document filed that initiated the release

- 22.2. Data entry fields adapt depending on whether or not the levy is an EWO or EOJ
- 22.3. Specify the termination date and possibly “other orders” text to generate the appropriate release notice.
- 22.4. For an EOJ, the user can specify a date when the item can be released from Storage
- 22.5. The appropriate Levy Release notice is generated, based on the information entered

### **23. Manage Levy Modifications**

- 23.1. Capture the document filed that initiated the modification
- 23.2. Data entry fields adapt depending on whether or not the levy is an EWO or EOJ
- 23.3. Specify the garnishment frequency and amount (if applicable for an EWO)
- 23.4. Specify the modification date and possibly “other orders” to generate the appropriate WG-012 or EOJ form
- 23.5. The appropriate Levy Modification notice is generated, based on the information entered
- 23.6. Notices can be generated (for things like bankruptcy) without affecting/including any garnishment frequency/amount information
- 23.7. Once a garnishment frequency/amount is entered here, this will affect how Levy Receivables work, and the appropriate details will be captured in a File Action, and appear on the Disbursement Verification report.

### **24. Manage Garnishee Response (EWO - Employer Return)**

- 24.1. Capture the document that was received, along with the date and any notes
- 24.2. When this document was generated by our application, a barcode is included, and scanning that barcode will take the user to the Levy page in order to process the response
- 24.3. Track if the employee is:
  - 24.3.1. Not Employed (automatically changes Order status to Not Effective)
  - 24.3.2. Now Employed (provide fields to specify pay period, last period earnings)
  - 24.3.3. On a Leave of Absence, or Undetermined
- 24.4. Specify Order status (Effective, Not Effective, Undetermined)
- 24.5. Track Status of Other Order (if applicable)
  - 24.5.1. Received First On (enter Date)
  - 24.5.2. Has Higher Priority
  - 24.5.3. Capture Copy of Other Order
- 24.6. If Other Order not provided, enter details
  - 24.6.1. Court Name, Address, Court Case Number
  - 24.6.2. Levying Office Name, Address, File Number
  - 24.6.3. Total Withheld Amount
  - 24.6.4. Additional Comments

### **25. Manage Garnishee Response (EOJ – Memorandum of Garnishee)**

- 25.1. Capture the document that was received, along with the date and any notes

- 25.2. When this document was generated by our application, a barcode is included, and scanning that barcode will take the user to the Levy page in order to process the response
- 25.3. Options for Typical Responses (No such account, No funds available, No safe deposit box, Account closed, Nothing to report, Social Security Funds deposited directly into this account, Other party on account)
- 25.4. If Other party on Account, the option is presented to select or add a Third Party Contact to the levy

## **26. Manage Service Actions**

- 26.1. (For Sirron users, this is similar to the Trip Ticket Update, but the interface has been streamlined)
- 26.2. Enter Disposition, Date and Time of Service Action
- 26.3. Entry fields adapt based on the type of Service (show/hide fields like Signed by (3b) Accepted by (5b) or Mailed Date).
- 26.4. Default text is created for the Declaration of Diligence and Proof of Service information, based on the type of Service Disposition selected (Served – Personally, Served – Sub-Service, Served – Business Representative, etc.)
- 26.5. Deputy selection defaults to the current user (if they are in the list), otherwise they can be selected from the dropdown
- 26.6. Capture the Trip Ticket as part of the entry process (or RPS Proof of Service)
- 26.7. Ability to charge no fee, if desired
- 26.8. All required options and variations to support a Summons service (On behalf of, etc.) are supported
- 26.9. For an EWO Service, can generate an Unsuccessful Attempt letter (only visible, if service was unsuccessful)

## **27. Manage Real Property Process**

- 27.1. Now connected to the actual Services!
- 27.2. Walks the user through all steps
- 27.3. Generate all reports, reduced redundant entry

## **28. Manage Personal Property Process**

- 28.1. New and not in Sirron
- 28.2. Walks the user through all steps
- 28.3. Track inventory
- 28.4. Track the sale day process
- 28.5. Generate all reports, reduced redundant entry

## **29. Barcode Scanning**

- 29.1. Can be done from ANY page within the application
- 29.2. Will take the user to the related Service, or to add a Service Action if the Service is not completed

- 29.3. Barcodes are included on Trip Tickets, Employer Return, Garnishee Response, etc.

### **30. Manage Accounts**

- 30.1. Provides a basic view of your "checkbook" (for the escrow account you manage)
- 30.2. View the Account entries (both debit and credit) for any date range
- 30.3. Search and find any check(s) by name, check number, category
- 30.4. Consolidated checks (like Civil Revenue, etc.) can be printed individually
  - 30.4.1. Details reports can be generated for each consolidated check showing all files/services that contributed to the totals
  - 30.4.2. Checks can be printed at any interval (usually end of month) but can be configured to "lock down" monthly, weekly, and even daily
- 30.5. Any check can be printed individually without going through the Disbursement process (with permissions)
- 30.6. Insert VOID entries for damaged checks
- 30.7. For offices with multiple Locations, Accounts can be filtered by Location

### **31. Manage Deposit Verification**

- 31.1. Daily review of all entered money (via Receiving, Ledger, etc.)
- 31.2. Filter by individual cashier and/or Tender Type (can be useful when approving ACH transactions)
- 31.3. For offices with multiple Locations, Deposits can be filtered by Location
- 31.4. Deposits can be VOIDed if they don't match the actual received payment documents, and some information can be corrected and updated prior to final approval on this page (all VOIDS require a journal entry reason)
- 31.5. Deposits can be approved and "Posted to Accounts" at your desired interval (usually daily)
- 31.6. Generate Deposit Ledger reports (can be exported to Excel), grouped by Tender Type or File Type
- 31.7. Generate Account Activity (and Detail) reports for Civil Revenue, Total Receivables, and Total Disbursements, with Prior and Next Day Trial Balance numbers
- 31.8. Receipts can be reprinted by selecting a Deposit

### **32. Manage Reconciliation**

- 32.1. Monthly reconciliation with Bank Statement
- 32.2. Shows all Credit and Debit activity that is non-reconciled
- 32.3. For offices with multiple Locations, Reconciliation can be filtered by Location
- 32.4. Simple check-box interface
- 32.5. Auto-calculates cleared amounts and compares to entered Statement Balance as items are checked
- 32.6. Supports import from many banks to reconcile Checks Written (Deposits must be manually reconciled)
- 32.7. Generate reconciliation summary
- 32.8. Can always generate a list of Outstanding Checks

### **33. Manage Disbursements**

- 33.1.** A list of all Disbursements can be viewed and filtered, showing the date it was Created, the Funds Available Date, the Finalized Date, the Mailed Date (entered after checks are printed), and any Notes, along with a paperclip allowing you to view the actual check PDF (or check request report) that was produced
- 33.2.** Clicking on a completed Disbursement will allow the user to see a list of all the checks created, as well as edit the Mailed Date
  - 33.2.1.** Batch VOIDs can be done from this interface in the event of printer issues
  - 33.2.2.** A Positive Pay export can be created and uploaded to your bank (several formats supported)
- 33.3.** For offices with multiple Locations, Disbursements can be filtered by Location
- 33.4.** Only one Disbursement (per location) can be In Progress at any one time
- 33.5.** A new Disbursement can be created (if none are In Progress) by defining the Funds Available Date
- 33.6.** The user then initiates the process that identifies all Pending Receivables within the system
  - 33.6.1.** The user can choose to view these credits, which are listed with the Entry Date, File Number, Funds Available Date, Category and Amount
  - 33.6.2.** Our application identifies INDIVIDUAL credits that are available, not the TOTAL amount available within a given File/Levy.
  - 33.6.3.** This allows us to create Creditor Payments for each Receivable, eliminating the need for you to manually SPLIT that check later in the process to maximize the \$12 fees that you can collect
  - 33.6.4.** Credits that are “blocked” (will not be used) are highlighted and the reason is defined (On Hold, Bankruptcy, Active Levy Claim, Levy Ineffective/Invalid, Levy Closed/Terminated, Judgment Expired)
  - 33.6.5.** The user can choose to click on any row and be taken to the ledger for this File, where perhaps the conditions can be resolved, and then the credit can be included
  - 33.6.6.** This view allows regular review of credits that may be held up so that those conditions can be addressed
- 33.7.** The user then initiates the process that creates Pending Checks for review and printing
  - 33.7.1.** This logic involves applying county-specified criteria for minimum check amounts, the ability to combine smaller credits to exceed the minimum check amount, the ability to combine smaller credits with a larger check that is already being printed from that Levy, etc. in order to maximize the number of \$12 fees that can be collected, and minimize the number of checks actually be printed
  - 33.7.2.** Additional logic can allow checks below the normal minimum to be printed if there has been no further activity on that File for 180 days (or a specified number of days)
  - 33.7.3.** Creditor Payments are created, and the associated \$12 fees are also created, and any other checks (like queued Debtor or Creditor Refunds, Vendor Payments, Keeper Payments, etc.) are all generated into a list of Pending Checks
  - 33.7.4.** During this process, and until the Disbursement process is finalized, all the credits utilized are disabled on the individual File and Judgment Ledgers to prevent any changes being made during the check processing

- 33.7.5.** The checks in the Pending Checks list will show the File Number, Payee, Amount, Levy Modification amount, Overpayment amount, and Last Received Amount
- 33.7.6.** Any check can be removed from the list of Pending Checks during the evaluation of the checks
- 33.7.7.** Any check can Edited from the list of Pending Checks, which will allow the check to be Split (any number of times), a \$12 fee to be skipped, etc.
- 33.8.** The user can then work their way through the grid listing of the checks, confirming that all looks correct, and choosing to include/exclude any check from being printed (using a checkbox).
- 33.9.** Clicking on a row will open the Judgment or File Ledger in a new tab, allowing for further research.
- 33.10.** As checks are included / excluded, a count of how many checks will be printed is updated in the Print Checks button
- 33.11.** A Check Verification report can be generated which will list the details of all the checks listed in the Pending Checks grid
  - 33.11.1.** This report includes information about the checks, along with (optionally) a list of the previous 5 checks, and (optionally) any active critical File Actions or disbursement File Actions
  - 33.11.2.** Red flags on this report include things like First Check, Bad Address, Missing Address, Levy Modification details, etc.
- 33.12.** For counties that require a Vendor ID for all payees, a Pending Check will be blocked and highlighted until this condition is corrected
- 33.13.** Checks that are greater than a specified amount will automatically be skipped within the check run until approved by a Supervisor. The supervisor is shown these checks in a list. Clicking on the check will take the user to the File for further review before approval.
- 33.14.** For counties that have a large list of Pending Checks, a Filter field is provided to type in the File Number and find all checks that match the entered value
- 33.15.** For counties that have a large list of Pending Checks, the ability to skip a range of checks can be accomplished by entering a beginning and ending File Number. (If the starting File Number is left blank, all checks up to the ending File Number will be skipped. If the ending File Number is left blank, all checks after the starting File Number will be skipped.)
- 33.16.** When all review has been done, the Print Checks button will assign check numbers, and then present a confirmation dialog which will show the beginning/ending check numbers (which helps to retrieve the proper number of checks from the safe), and it will also generate a report of all checks about to be written (in check number order) for auditor confirmation
- 33.17.** If the user confirms that checks should be printed, the system will either generate a PDF of actual checks (using the specified county check format), or a PDF of a report called a "Check Request Report", which will list all pertinent information about the checks, and can be sent to the auditor controller (the latter is usually used when the sheriff's office does not print their own checks)
- 33.18.** If the user desires to cancel the Disbursement run, the Undo All button will remove all the Pending Checks, and the Disbursement run can even be deleted.
- 33.19.** For several counties, we have created a text/XML file formatted for upload to the auditor/controller

#### **34. Manage Invoices**

- 34.1.** For offices with multiple Locations, Invoices can be view/created per Location, or across all Locations
- 34.2.** Provides a way to simply do Court Billing (and also invoice other offices, if desired)
- 34.3.** Selecting the Waiver type (like Waiver – Bill Courts, or Waiver – Billable), and then entering a Date Range will return all of the costs that have been queued up during the selected time period
- 34.4.** The user can choose to uncheck any of the costs to exclude them from Invoice creation
- 34.5.** For Court Billing, clicking Create New Invoice(s) will create an invoice for each Court associated with the list of costs
- 34.6.** For other Billing, clicking Create new Invoice(s) will create a single invoice made up of all the listed costs, addressed to the entity associated with that Waiver category.
- 34.7.** A PDF of the Invoice(s) will also be generated which can be mailed
- 34.8.** A list view of all Invoices ever created can be filtered by All, Open, Closed
- 34.9.** Clicking on any Open invoice will display the particular costs associated with that Invoice.
  - 34.9.1.** The Invoice can be modified by checking/unchecking any of the costs in the list, and then the invoice can be regenerated
- 34.10.** When payment is received, simply click on the related Open invoice, and select the Receive Payment option
  - 34.10.1.** If the court has chosen not to pay particular costs, simply uncheck those costs in the list
  - 34.10.2.** Enter the amount of the payment
  - 34.10.3.** Click the Apply Payment button, and if the payment amount equals the total of all the included costs in the list, then the appropriate deposit will be entered on each ledger to cover the costs
- 34.11.** Once payment is received and applied, the invoice is marked as closed

### **35. Accounting Reports**

- 35.1.** For offices with multiple Locations, Reports can be run per Location, or across all Locations
- 35.2.** Reports can be run across any date range, with additional filter/grouping options
- 35.3.** All reports can be generated as PDF documents, or exported to Excel
- 35.4.** Deposits Approved & Batch Deposits (for mailing to attorneys, creditors, etc.)
- 35.5.** Receipts Received & Receipts Voided (also can be grouped by Payer)
- 35.6.** Checks Written & Checks Voided
- 35.7.** Disbursements grouped by Payee or by File Category
- 35.8.** Escrow (Trial Balance) grouped by Payer or by File
- 35.9.** File Ledgers by specific File Category, and also filtered by Open/Closed File status

### **36. System Reports**

- 36.1.** For offices with multiple Locations, Reports can be run per Location, or across all Locations
- 36.2.** Reports can be run across any date range, with additional filter/grouping options
- 36.3.** All reports can be generated as PDF documents, and some exported to Excel
- 36.4.** Metrics and statistical reports



- 36.4.1.** Files & Services that were Opened and Closed
- 36.4.2.** Attempts & Completed Services
- 36.5.** Files Received
  - 36.5.1.** Group by File category and/or filtered by File Category
  - 36.5.2.** Sort by Date Received or File Number
- 36.6.** Active Services
  - 36.6.1.** Show only Expired Services
  - 36.6.2.** Filter by File and/or Service category
  - 36.6.3.** Sort by Expiration Date, File Number, Defendant Name, Service Address, Postal Code
- 36.7.** Completed Services
  - 36.7.1.** Filter by File and/or Service category
  - 36.7.2.** Sort by Served Date, File Number, Defendant Name, Service Address, Postal Code
- 36.8.** Temporary Restraining Orders
  - 36.8.1.** List of all active Restraining Orders
- 36.9.** Levy Claims
  - 36.9.1.** List of all active Levy Claims (Claims of Exemption & Third Party Claims)
- 36.10.** Bankruptcy
  - 36.10.1.** List of all active Bankruptcies, with the option to also include Closed Bankruptcies

### **37. Manage Notifications / Calendar**

- 37.1.** Notifications inform the user of upcoming events or when due dates have expired (things like Writ Expiration, Levy Claim Notice of Opposition Overdue, Third Party Notice sent 15 days ago, Employer Return not received, etc.)
- 37.2.** When used in conjunction with the Assignment module, on the File Manager will be notified about events relating to their Files. Supervisors will be able to see notifications for all File Managers (and clear those notifications globally).
- 37.3.** Users can dismiss a notification, or snooze it for a period of time
- 37.4.** It will remain in the notification queue until dismissed by the user, or the conditions are resolved
- 37.5.** Clicking on the Notification will take the user to the appropriate location to resolve the issue

### **38. Manage Batch Operations**

- 38.1.** Batch Printing of Service Packets
  - 38.1.1.** Filter by File Category, Start & End Date, User, and whether to include already printed Services
  - 38.1.2.** Can individually select/deselect from results
  - 38.1.3.** Generates Trip Tickets (in one PDF) and Service Documents (if applicable, as another PDF)
- 38.2.** Batch Printing of Proof Packets
  - 38.2.1.** Filter by File Category, Start & End Date, User, and whether to include already printed Services
  - 38.2.2.** Can individually select/deselect from results

**38.2.3.** Generates Proofs of Service in one PDF, and also Return on Writ of Possession for Evictions

**38.3.** Batch Print of Certified Mailers

**38.3.1.** Filter by File Category, Start & End Date, User, and whether to include already printed Services

**38.3.2.** Can individually select/deselect from results

**38.3.3.** Generates Certified Mailers in one PDF (supports several formats)

**38.4.** Batch Print Writ Returns

**38.4.1.** Filter by File Category, Start & End Date, User, and whether to include Audit worksheet

**38.4.2.** Can individually select/deselect from results

**38.4.3.** Generates Writ Returns in one PDF

**38.5.** Batch Close Files

**38.5.1.** Filter by File Category, File Number, Court Case Number, Start & End Date

**38.5.2.** Results show Aging of File, File Number, Court Case Number, File Category, Opened Date, and how many Services are on the File, and the current Balance on the File Ledger

**38.5.3.** Only Files that have all Services completed will be shown

**38.5.4.** Can individually select/deselect from results

**38.5.5.** Items with a non-zero Balance cannot be selected

**39. Manage Deputy Services**

**39.1.** Auto-selects the deputy name from the dropdown list based on who is logged in (but also allow a supervisor to select any deputy name)

**39.2.** Use barcodes to “check out” Services

**39.2.1.** As each Trip Ticket is scanned, the Service is added to the grid assigned to that deputy

**39.2.2.** A Service Action is also added to the Service showing that the paperwork is currently checked out and which Deputy has it

**39.3.** Selecting another deputy name, and re-scanning the barcode will re-assign the paperwork to a new deputy

**39.4.** Within the grid, the user can click on “Add Action” to be taken to the Service Action page to add an attempt / disposition for the Service.

**39.4.1.** However, re-scanning the trip ticket (and the end of a shift) will take the user to the Service Action page directly (and this can be done from anywhere within the application)

**39.4.2.** Once the Service Action is entered and saved, clicking Close will take the user back to the Deputy Services page

**39.4.3.** Even easier is to just scan the next trip ticket, which will refresh the Service Action page, but now within the new Service, where the next set of details can be entered (no need to go back and forth to the Deputy Services page)

**39.5.** The grid will show live information regarding Eviction Bankruptcy (warning the deputy to hold off on the restoration, and correspondingly, instructing them to proceed if the internal staff have updated the Eviction Bankruptcy accordingly)

- 39.6. An Export Addresses function is available to create a text file of all addresses included in the list of Services (including alternate addresses). These can be imported into routing software if desired.

**PRODUCT FEATURES INCLUDED:**

**40. Portal Base Module**

- 40.1. This module becomes the primary landing page for all users to access the various E-Services available to the public. It also provides the foundation for all the additional add-on modules described below
- 40.2. This page will provide links to all publicly accessible sites, without the requirement to login
- 40.3. If the Public User Registration and Approval module is available, users will be presented with the opportunity to register as a new user, or login with existing registration information
- 40.4. Once logged in, additional sites will become available to the public user

**41. Public User Registration and Approval Module**

- 41.1. This add-on module includes the ability for users to register with your public portal
- 41.2. In order to register, users must provide basic information about themselves (name, address, email) and select a username and password, along with answers to several "secret questions" (in order to later reset their password)
- 41.3. This password is stored encrypted at-rest.
- 41.4. Users must also agree to basic Terms and Conditions (as defined by your county)
- 41.5. Once registered, users will receive a confirmation email, which must be responded to before they are able to login
- 41.6. On the internal User Management site, internal staff have the ability to de-activate any registered user. This can allow the county to charge subscription fees, but then activate or de-activate users based on whether or not their subscription is paid in full.
- 41.7. For Attorney users
  - 41.7.1. An attorney must provide their State Bar Number and expiration date, along with the state they are licensed in.
  - 41.7.2. It is possible to require internal approval before attorney access is allowed, because they will often then have access to additional information.
  - 41.7.3. It is also possible (and necessary) for internal staff to "map" the attorney to the internal CountySuite™ Contact that is used when associating this attorney to specific cases. This can later allow the attorney to submit Case Filings as themselves, and also to access additional information (like attachments) on Cases where they are an active attorney.

**42. File Status Portal**

- 42.1. Users can access information by supplying the Court Case Number and associated File Number
- 42.2. For General Services
  - 42.2.1. Show Case information (court case number, case title, court, attorney, etc.)

**42.2.2.** Show Services information (Date issued, fee, party served, number of attempts, status, date served, who signed, etc.)

**42.3.** For Levy Services

**42.3.1.** Show Case information (court case number, case title, court, attorney, etc.)

**42.3.2.** Show Services information (Date issued, fee, party served, number of attempts, status, date served, who signed, etc.)

**42.3.3.** Show Writ Information (Original Judgment Amount, Original Daily Interest, Writ & Judgment Expiration Dates, Writ Return Date)

**42.3.4.** Show Estimated Amount to Satisfy, Current Daily Interest, any Modification

**42.3.5.** Show Creditor Fees (deposited, applied, available, refunded)

**42.3.6.** Show Collection Information (Last Payment Date, Total Payment Received, Last Payout Date, Actual Mailed Date, Total Creditor Payout, Total Debtor Refunds)

**42.3.7.** Show List of Receivables (Received on Behalf of, Date, Amount,)

**42.3.8.** Show List of Disbursement (Paid To, Date, Amount, Check Number, Mailed Date)

### **43. Portal E-Filing and Approval Module**

**43.1.** This add-on module requires the Portal base with the Public User Registration Module.

**43.2.** Once registered, users have the ability to submit Filings to the Sheriff's office.

**43.3.** Registered users must create a payment profile using a credit card in order to file.

**43.4.** Credit Card information is stored in a PCI-compliant warehouse using the Authorize.net Payment Gateway.

**43.5.** The county may select from a number of Payment Processing vendors that work with Authorize.net

**43.6.** Multiple Filings can be submitted at one time using a Shopping Cart.

**43.7.** Users can see a history of their Filings and their current status.

**43.8.** Once submitted, internal staff use an interface to approve or reject Filings after review of the attached documentation.

**43.9.** Rejected filings generate an email to the user informing them of the reason for the rejection. Those Filings can be re-submitted for a defined period of time.

**43.10.** Approved Filings generate an email to the user information them of successful processing, and the appropriate Case is created automatically in the internal Sheriff system, with corresponding File, Service(s) and Attachments.

**43.11.** The county is able to define convenience fees which can be charged in addition to the standard filing fees, and any payment processing fees. Teleosoft does not add any fees for this service.

## **SECTION C – STATEMENT OF WORK**

### **1. Project Overview**

- 1.1. Teleosoft, Inc. shall install the CountySuite™ Sheriff Software for Riverside County, which shall include all Product Features as detailed in Section B of this document.
- 1.2. The software for this installation shall be web-based and shall utilize the Microsoft .NET Framework and Microsoft SQL Server.

### **2. Project Kickoff, System Analysis & Project Plan**

- 2.1. Hold Project Kickoff Meeting
- 2.2. Conduct Interviews with key personnel identifying Processes and Procedures, Accounting Details, Personnel and User Permissions, and collecting sample papers and reports
- 2.3. Create and Deliver Project Plan

### **3. Testing Hardware & Software Setup**

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

### **4. County-Specific Configuration**

- 4.1. Provide backup on server (County IT)
- 4.2. Application Settings (installation details, etc.)
- 4.3. Users and Permissions (user logons, security groups, names and addresses for officials, etc.)
- 4.4. Logos and Digital Signatures (report logos and official signatures)
- 4.5. Category names and descriptions (Files, File Actions, Services, Service Actions, Costs, etc.)
- 4.6. Geography (location details, etc.)
- 4.7. Accounting (default cost amounts, default payees)
- 4.8. Default generic text (i.e. @deputy name/@ deputy time) used as SuiteTags™ (canned text for commonly-typed phrases and for specific actions)
- 4.9. Business Rules (operating parameters specific to the county)

### **5. Initial Data Migration**

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

## **6. Initial Training**

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

## **7. Initial Validation of Features, County-Specific Configuration, and Data Migration**

- 7.1. County validation of data migration and product configuration
- 7.2. Period of dual entry in CountySuite™ and the current system
- 7.3. Validate migrated scanned documents and confirm all are attached to the proper File Actions

## **8. County-Specific Enhancements**

- 8.1. Reconciliation upload format
- 8.2. Positive Pay export format

## **9. Subsequent Training**

- 9.1. General user training sessions: Includes all staff and covers general operation of the application.
- 9.2. Accounting training: Specific to the finance staff. This would cover issues like deposit verifications, void, NSF, bank reconciling, check printing and accounting reports
- 9.3. County-specific enhancement training

## **10. Subsequent Validation of Features, County-Specific Configuration, and Data Migration**

- 10.1. County validation of data migration and product configuration
- 10.2. Period of dual entry in CountySuite™ and the current system
- 10.3. Provide matching Trial Balance report to verify accurate conversion
- 10.4. Walk through comparative Check Disbursement runs to verify accurate conversion
- 10.5. Validate individual ledger balances, judgment balances
- 10.6. County-specific enhancements validation

## **11. Final Validation and Training**

- 11.1. Final review of the application (as configured) assessing the Functionality, Reliability, Accuracy (Configuration Settings are correct, etc.) and Security

- 11.2.** Field Staff training: Specific to the field staff and Supervisors. This would cover the Deputy Services area.
- 11.3.** Administrator training: These classes would cover how to manage security administration, making changes to things like key official names, service categories, and default costs, etc.
- 11.4.** Confirm Go-Live Schedule

**12. Final Data Migration and Go Live**

- 12.1.** Final production server configuration and installation of CountySuite™ Sheriff
- 12.2.** Final data migration

**13. Go Live Support**

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

## SECTION D – MILESTONE & PAYMENT SCHEDULE

Below you will find an example of a typical CountySuite Sheriff project milestone schedule, to provide an overview of how a project may progress. An estimated project timeline will be assessed after Analysis & Design, and a Final Project Plan will be provided. Milestone dates are dependent on multiple factors, including availability of county IT, servers, office and field staff.

Milestone Name	Payment Due
<b>1. Contracts Signed &amp; Deposit Payment Approved</b> Final Deliverable: Contracts signed and approved	<b>30%</b>
<b>2. Project Kickoff, System Analysis &amp; Project Plan</b> Dependencies: Scheduling stakeholders and Deposit Payment received Final Deliverable: Project Kickoff Meeting and Project Plan	
<b>3. Testing Hardware &amp; Software Setup</b> Dependencies: County IT server in place and accessible Final Deliverable: CountySuite™ Sheriff available on Test Environment	<b>10%</b>
<b>4. County-Specific Configuration</b> Dependencies: Provide backup on server Final Deliverable: CountySuite™ Sheriff configured for county on Test Environment	
<b>5. Initial Data Migration</b> Dependencies: Provide backup on server Final Deliverable: Test Environment ready for Initial Training	<b>10%</b>
<b>6. Initial Training</b> Dependencies: Staff available to train Final Deliverable: Initial on-site training complete	<b>10%</b>
<b>7. Initial Validation of Features, County-Specific Configuration, and Data Migration</b> Dependencies: Staff available to complete User Acceptance Testing (UAT) Final deliverable: Test Environment ready for UAT	
<b>8. County-Specific Enhancements</b> Dependencies: Definition of Enhancements Final Deliverable: Test Environment ready for UAT	
<b>9. Subsequent Training</b> Dependencies: Staff available to train Final Deliverable: Subsequent on-site training complete	<b>10%</b>
<b>10. Subsequent Validation of Features, County-Specific Configuration, and Data Migration</b> Dependencies: Staff available to complete User Acceptance Testing (UAT) Final deliverable: Test Environment ready for UAT	
<b>11. Final Validation and Training</b> Dependencies: Staff available to train Final deliverable: Final on-site training complete	<b>10%</b>
<b>12. Final Data Migration and Go Live</b> Dependencies: Production Environment ready for Go Live Final Deliverable: CountySuite™ Sheriff installed and configured on Production Server	<b>10%</b>
<b>13. Go Live Support</b> Final Deliverable: Go Live on-site support complete	<b>10%</b>
<b>14. Maintenance invoiced at Go Live</b>	<b>Pro-rated</b>



## SECTION E - SOFTWARE MAINTENANCE

### 1. Scope of Services

Licensor agrees to perform, and Licensee agrees to accept, the maintenance and support services referred to in the Master Agreement with respect to the Software.

### 2. Fees

Maintenance Services for the applications and configuration listed in the Addendum will be provided for a Fixed Annual Maintenance fee of \$189,915 per year for the first five (5) year term of this agreement. This number shall be pro-rated for the first year of this Addendum so that renewals will align with the fiscal year beginning July 1<sup>st</sup> with the full amount for year two through year 5. Subsequent renewal costs may be increased based upon the Consumer Price Index (CPI) "Annual Avg." The CPI Detailed Report can be retrieved from <http://www.bls.gov/cpi/#tables> under the CPI Tables Heading. Should additional software be licensed and installed, the fee will be adjusted to reflect the additional software.

### 3. Project Background

Teleosoft, Inc. has implemented and installed Software for the Riverside County. The Software for this installation is web-based and utilizes the Microsoft .NET Framework and Microsoft SQL Server.

## SECTION F - MAINTENANCE PAYMENT SCHEDULE

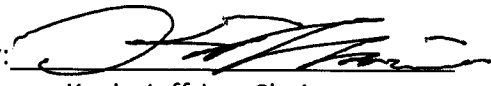
Milestone Name	Payment Due	Milestone Date
1. Contract Signed	TBD	TBD
2. Maintenance pro-rated at go live for the balance of the fiscal year ending June 30 <sup>th</sup> , not to exceed \$189,915 per year continuing through year 5.  Final Deliverable: Helpdesk support, improvements, and software maintenance	Pro-Rated	At Go Live

\*\*\*Signatures appear on following page\*\*\*

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**Licensee:**


**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

Dated: SEP 10 2019

**Licensor:**

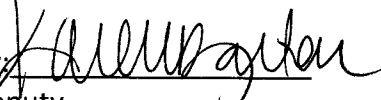
**TELEOSOFT, Inc,**

By:   
Name: Cory Fregm  
Title: VP - Sales

Dated: \_\_\_\_\_

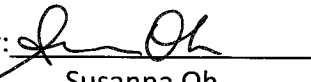
**ATTEST:**

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel