Sierra County  
Board of Supervisors’  
Agenda Transmittal &  
Record of Proceedings

<table>
<thead>
<tr>
<th>MEETING DATE:</th>
<th>September 17, 2019</th>
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</thead>
<tbody>
<tr>
<td>DEPARTMENT:</td>
<td>Probation Department</td>
</tr>
<tr>
<td>APPROVING PARTY:</td>
<td>Jeff Bosworth</td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
<td>530-289-3277</td>
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</tbody>
</table>

**AGENDA ITEM:** Proposed contract with Corrections Software Solutions for Probation's case management system.

**SUPPORTIVE DOCUMENTS ATTACHED:**  □Memo  □Resolution  □Agreement  □Other

**BACKGROUND INFORMATION:** Probation needs a new case management system as the current contract set to expire will not be renewed by the Superior Court.

**FUNDING SOURCE:** AB109 & SB678  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** $ N/A  

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
□ Yes, -- --  
☑ No  

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  
□ Yes  ☐ No

**IS A BUDGET TRANSFER REQUIRED?**  
☐ Yes  ☐ No

**SPACE BELOW FOR CLERK’S USE**

**BOARD ACTION:**  
□ Approved  
□ Approved as amended  
□ Adopted  
□ Adopted as amended  
□ Denied  
□ Other  
□ No Action Taken  
□ Set public hearing  
  For: __________________________  
□ Direction to: ____________________  
□ Referred to: ____________________  
□ Continued to: ____________________  
□ Authorization given to:  
  ____________________________

Resolution 2019- ____________  
Agreement 2019- ____________  
Ordinance ____________________  
Vote:  
  Ayes:  
  Noes:  
  Abstain:  
  Absent:  
□ By Consensus

**COMMENTS:**

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

CLERK TO THE BOARD ___________________________ DATE ___________________________
IN THE MATTER OF APPROVING
CORRECTIONS SOFTWARE SOLUTIONS CONTRACT

RESOLUTION 2019-____

WHEREAS, the Sierra County Probation Department requires an effective case management system to efficiently perform their statutory duties and the current contract is being terminated by the courts, leaving the department without a case management system

WHEREAS, sufficient funding is available through Probation’s realignment grant,

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the contract between Corrections Software Solutions and Sierra County on behalf of the Sierra County Probation Department,

BE IT FURTHER RESOLVED, that Jeffrey D. Bosworth, Sierra County Chief Probation Officer, is authorized to sign all associated documents with Corrections Software Solutions

ADOPTED by the Board of Supervisors of the County of Sierra on the 17th day of September, 2019, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA:

________________________________________
PAUL ROEN
CHAIRMAN OF THE BOARD

ATTEST: APPROVED AS TO FORM:

________________________________________
HEATHER FOSTER
CLERK OF THE BOARD

________________________________________
DAVID PRENTICE
COUNTY COUNSEL
To: Board of Supervisors  
From: Jeffrey D. Bosworth  
Date: September 17, 2019 Meeting  
Subject: Request Contract for New Case Management System

Case management systems are what enable probation departments to keep track of our probationers. A good system will not only keep a computer record of probationer addresses, contacts, court orders, etc. but will also compile state mandated statistical reports.

The Probation Department has been using a program called “Commence” as a case management system since before I became Chief in 2009. I have never been overly fond of the program and Probation only used it because we were contracted with the Courts and they had a desire for us both to use the same program.

A couple of months ago the Courts informed me they were terminating the contract with Commence in September and were going in a different direction. Although the change was welcome, the timing of the announcement left much to be desired and gave probation precious little time to find a replacement.

I started my search for a new system by contacting other small county probation chiefs to find out what they were using and if they were satisfied with the product and the associated customer service. A couple of chiefs I greatly respect recommended Correction Software Solutions. They are based in Texas (where they are used by 115 departments) and have been in business since 1994. They are fairly new to California, but are being used by five Northern California Counties (Siskiyou, Trinity, Glenn, Colusa, and San Benito).

A couple of weeks ago one of my deputies and I were given an online demonstration of the product and its capabilities. We both came away very impressed with the possibilities. In addition to the basics, it was very user-friendly, capable with sharing information with the Sheriff’s Office and the DA in a way we were never able to do in the past, and is able to easily compile the information for department statistics and several mandated state reports. It is important to point out this includes “realignment reports.”

Because an effective case management system is an essential tool for Probation, plus the information mentioned above coupled with the requirement that a certain portion of
realignment is supposed to be spent gathering statistical information, I believe that this system can be financed by realignment dollars without using General Fund monies. The annual cost will be less than the amount that CCP has authorized me to approve without having a formal meeting ($7500 – see attached contract for details).

The contract has been vetted with county counsel, and after making a few minor changes, the contract has been agreed to by both parties and should be ready for signature at the board meeting.
DATA PROCESSING CONTRACT

The COUNTY OF SIERRA ("COUNTY") and Corrections Software Solutions, LP ("CONTRACTOR") enter into this contract which shall be effective on the date in Paragraph 1.

1. **Duration of Contract.**

   This contract shall commence on **October 1, 2019**, and end on **September 30, 2022**, unless sooner terminated as specified herein.

2. **Scope of Services.**

   CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

   In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

   The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

   CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

   (a) Comprehensive general liability insurance: 1,000,000
   (b) Professional liability insurance: 1,000,000
   (c) Comprehensive motor vehicle liability insurance: 300,000

6. **Termination.**

   The number of days of advance written notice required for termination of this contract is **60**.

7. **Specific Terms and Conditions** (check one)

   [ X ] There are no additional provisions to this contract.

   [ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

   [ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.
8. **Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

9. **Warranty:**

During the term of this Agreement, Contractor warrants to County that the Case Management System Application will perform in accordance with published specifications and agent representations, as the same may be modified from time to time; provided that County understands and agrees that Contractor does not warrant the Case Management System Application will operate uninterrupted or error free. County further understands and agrees that the Case Management System Application is by no means invulnerable to network interference and consequently no expressed or implied warranty is made by Contractor against such occurrences. If County discovers any such defects or errors or that any aspect of the Case Management System Application does not conform to such specifications during the term of this Agreement, Contractor shall (subject to the limitations of warranty set forth herein), at its own expense (further subject to the limitations of warranty set forth herein), correct such defects, errors or non-conformity by, among other things, supplying County with such corrections or making such additions, modifications or adjustments as County deems reasonably necessary to keep the Case Management System Application in operating order in conformity with the warranty provided.
Contract Administrator for COUNTY:
Name: Jeffery D. Bosworth
Title: Chief Probation Officer
Address: 100 Courthouse Square
Downieville, California 95638
Telephone No.: 530-913-3190

Contract Administrator for CONTRACTOR:
Name: James Redus
Title: President, Corrections Software Solutions, LP
Address: 316 North Lamar
Austin, Texas 78703
Telephone No.: 512-347-1366

SIGNATURES

APPROVED BY COUNTY:

Name: ____________________________
Chair, Sierra County Board of Supervisors
Date: ____________________________

APPROVED AS TO LEGAL FORM:

Sierra County Counsel

By: ____________________________
Date: ____________________________

APPROVED BY CONTRACTOR:

Name: ____________________________
Title: ____________________________
Date: 9-5-19
ATTACHMENT A

SCOPE OF SERVICES

CONTRACTOR agrees to provide the following services:

1. Installation of Operating System and Application Software on CONTRACTOR'S virtual environment (Cloud implementation).

2. Setup each workstation in COUNTY'S Probation Department for access to CONTRACTOR's Server.

3. Complete CONTRACTOR's Case Management application.

4. Customized changes for COUNTY are included at no charge.

5. Training on-site as needed at no extra charge.

6. Application support at no extra charge.

7. Software Enhancements and Resolutions at no extra charge.

8. Access to CONTRACTOR's support website for support ticket entry and retrieval.

9. CONTRACTOR shall design application changes and additions and present these to COUNTY for approval before development. CONTRACTOR understands that after COUNTY signs off on proposed changes, there may be additional application enhancements to further satisfy the COUNTY's requirements of the Case Management System.

10. CONTRACTOR will provide COUNTY with a Non-exclusive License agreement as part of this Contract.

COUNTY agrees to provide the following services:

1. COUNTY will provide all hardware for operations including workstations, printers, cameras, signature pads, scanners or other devices.

2. COUNTY will provide internet access from the Probation Department's workstations in order to operate the application software via the internet.

3. All COUNTY workstations must have in operation Internet Explorer 10.0 or better and Microsoft Word/Excel 2010 or better.

4. COUNTY must assist CONTRACTOR with the setup of the application for the COUNTY. This includes processes, documents, tables etc.

5. All information necessary for the proper design of the application enhancements shall be provided and explained by COUNTY to CONTRACTOR.
ATTACHMENT B
PAYMENT SCHEDULE

B-1. BILLING
Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

[ ] One month in arrears.
[ ] Upon the complete performance of the services specified in Attachment A.
[X] The basis specified in paragraph B-4.

B-2. PAYMENT
Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION
COUNTY shall pay to CONTRACTOR: (check one)

[ ] a total lump sum payment of $______________________________, or

[X] a total sum not to exceed $21,220.00

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)
[ ] There are no additional terms of compensation.
[X] The following specific terms of compensation shall apply: (Specify)

COUNTY shall pay CONTRACTOR a monthly service fee is $520.00 per month for 36 months, which totals $18,720.00

COUNTY shall pay CONTRACTOR a implementation/mobilization fee of $2,500.00 upon installation and training of the Case Management System Application.
ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party’s officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party’s performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys’ fees, court costs, investigation costs, and experts’ fees) incurred by the indemnitee in connection with such claims or losses. A party’s “performance” includes the party’s action or inaction and the action or inaction of that party’s officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR’s duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

   a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
   b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
   c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the COUNTY and its officers, agents and employees as additional insureds.
   d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

   a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of the CONTRACTOR’s operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
   b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

d) Workers’ compensation insurance. CONTRACTOR shall maintain a worker’s compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers’ compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR’s self-insurance provides substantially the same protection to county as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR’s subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing or related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of
the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other material collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to county and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state, and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such a person.

C-12. BANKRUPTCY.
CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempt assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed to party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached here to or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:
(a) The day the notice is personally delivered to the contract administrator or the office of the party’s contract administrator; or
(b) Five days after the date the notice is deposited in the United States mail, addressed to a party’s contract administrator as indicated in this contract, with first-class postage fully prepaid; or
(c) On the day that the notice is transmitted by facsimile to a party’s facsimile number specified in paragraph 8 of this contract, provided that an original of such a notice is deposited in the United States mail, addressed to a party’s contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party’s employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY’s receipt of consideration with knowledge of CONTRACTOR’s violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR’s signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR’s heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any
condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduction payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.
ATTACHMENT D TO DATA PROCESSING SERVICE AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("License") to:

The COUNTY OF SIERRA, with offices at 100 Courthouse Square, Downieville, CA 95638, collectively "Licensee",

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached CONTRACT, subject to the terms and conditions hereof:

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.

| Onsite Installation |

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN CSS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAMS AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY CSS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN CSS AND LICENSEE RELATING TO THIS LICENSE AGREEMENT.

Signed:

Jeffery D. Bosworth
Chief Probation Officer, Sierra County

Date:
TERMS AND CONDITIONS

1. LICENSE
Licensee acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. ("CSS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number specified in Data Processing Contract hereto. Licensee shall assign a unique User Identification Number to each authorized User, and shall provide to CSS a list of authorized Users and their User Identification Numbers upon request by CSS.

As specified in Data Processing Contract hereto, CSS shall provide the Programs or access to them to Licensee based either on installation of the Programs by CSS at a CSS Internet Location. Licensee shall be solely responsible for providing access to the Internet and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with CSS and do not pass to Licensee in whole or any part except as expressly provided herein. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets of CSS, the unauthorized disclosure of which would cause competitive and actual harm to CSS. For the purposes of this License, the term Programs shall include: any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in Data Processing Contract hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; the Programs may be installed on only one (1) computer or server at any given time, unless otherwise provided in Data Processing Contract. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used or accessed either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise, other than as expressly permitted in this License or in the companion Data Processing Services Agreement (Services Agreement), and that Licensee shall ensure that only authorized Users may use or access the Programs.

Licensee may not grant sublicenses or other rights in the Programs to others, or assign or transfer this license to any third party. Licensee may not grant, allow or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any CSS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by CSS in the provision of any services to Licensee related to or depending on the Programs.

CSS shall have the right immediately to terminate this License if Licensee violates any of its provisions.

Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and improvements thereof, whether provided to Licensee by CSS or by any third party, (i) are considered by
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and remain the exclusive property and proprietary information of CSS. Title and full ownership rights,
including copyrights or patents, in the Programs and any modifications or improvements provided or
developed by CSS or on its behalf are and shall remain the sole property of CSS or, if licensed to CSS, of
the relevant licensor as the relevant license may provide; and Licensee acquires no ownership, rights, title
or other interest in or to the Programs hereunder other than as expressly provided. Licensee is not granted
the right to create derivative works to the Programs; but any and all derivative works of the Programs, if
and by whomever created, shall be the sole property of CSS or CSS’s licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other proprietary designations
or notices, or other proprietary or confidential legends or markings placed upon or contained within the
Programs, or from any copies thereof.

2. TERM
This license shall be in effect from the date of execution of the associated CSS Data Processing Contract
until termination of that Contract, or until termination of this License as specified herein, whichever is
earlier, unless otherwise expressly agreed in writing by CSS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of CSS
hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to
maintain the confidentiality of CSS’s proprietary information, to return or destroy all copies of the
Programs in Licensee’s possession or under its control or right of control, as required herein, to indemnify
CSS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the
Services Agreement as of such termination.

3. PAYMENTS
All license fees and any first year support fees, mobilization, user, multiple-site or other fees, along with
any installation and training fees, whether specified herein or in an associated contract for services by
CSS, shall be paid to CSS upon mutual execution of this License Agreement or as specified in Data
Processing Contract hereto or in such services agreement. Any other sums due hereunder shall be
payable within ten (10) days of Licensee’s receipt of CSS’s invoice therefore. Any past due amounts
shall bear interest from the date when due until paid at the highest rate allowable by law. All payments
due hereunder shall be made in lawful money of the United States of America, and shall be made to CSS
at its address specified above or at such address as may from time to time be designated by CSS in
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Licensee

BY: ______________________________

NAME: Jeffery D. Bosworth

TITLE: Chief Probation Officer, Sierra County

DATE: ____________________________

Corrections Software Solutions

BY: 0/5/19

NAME: James Redus

TITLE: President

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