

DATA PROCESSING CONTRACT

The COUNTY OF SISKIYOU ("COUNTY") and Corrections Software Solutions, LP ("CONTRACTOR") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

1. Duration of Contract.

This contract shall commence on July 1, 2023, and end on June 30, 2026, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Exhibit A to this contract. Exhibit 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 Exhibit B. Exhibit 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 Exhibit C. Exhibit 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 Exhibit 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 45.

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 Exhibit D. Exhibit 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 Exhibit E. Exhibit 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.

Contract Administrator for COUNTY:

Name: Angela Davis

Title: County Administrator

Address:

1312 Fairlane Road

Yreka, California 96097

Phone: (530) 842-8005

Fax: (530) 842-8013

Contract Administrator for CONTRACTOR:

Name: James Redus

Title: President, Corrections Software Solutions

Address:

16 North Lamar

Austin, Texas 78703

Phone (512) 347-1366

Fax: (512) 347-1310

SIGNATURE PAGE BEGINS ON NEXT PAGE

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 4/19/2023

COUNTY OF SISKIYOU

DocuSigned by:

Ed Valenzuela
ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

Date: 3/29/2023

CONTRACTOR: Corrections Software Solutions, L.P.

James Redus
James Redus, President

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 204203467

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Warrington
Deputy

APPROVED AS TO ACCOUNTING FORM:

Fiscal Year	Fund	Org	Account	Activity	Amount	Encumbrance
2023/2024	1001	203050	723000		33,186.00	
2023/2024	1017	203050	723000		3750.00	
2023/2024	2101	203101	723000	1020	4104.00	
2024/2025	1001	203050	723000		33,186.00	
2024/2025	1017	203050	723000		3750.00	
2024/2025	2101	203101	723000	1020	4104.00	
2025/2026	1001	203050	723000		33,186.00	
2025/2026	1017	203050	723000		3750.00	
2025/2026	2101	203101	723000	1020	4104.00	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$ 123,120.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT A - SCOPE OF SERVICES

CONTRACTOR agrees to provide the following services:

1. **CONTRACTOR** will host, provide and house application in a virtual environment utilizing public communication lines (internet) for communication back to **COUNTY**.
2. **CONTRACTOR** will utilize certificate-based SSL encryption from point to point.
3. **CONTRACTOR** will maintain proper backups off-site of Virtual Machine where **COUNTY**'s application and data reside.
4. **CONTRACTOR** will produce Virtual Machine replications every four hours daily for catastrophe fallback points.
5. **CONTRACTOR** will assist **COUNTY** personnel in connection issues with the Virtual Machine.
6. Customized changes for **COUNTY** are included at no charge.
7. Training on-site as needed at no extra charge.
8. Application support at no extra charge.
9. Software Enhancements and Resolutions at no extra charge.
10. Access to **CONTRACTOR**'s support website for support ticket entry and retrieval.
11. **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.
12. **CONTRACTOR** will provide **COUNTY** with a separate Non-exclusive License agreement as a companion agreement to this Contract, marked as Exhibit "C" to this Contract and incorporated herein.

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 2002 or better.

EXHIBIT 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.
- ☒ 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
- ☒ a total sum not to exceed \$ 123,120.00.

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

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply: (Specify)

COUNTY shall pay CONTRACTOR THREE THOUSAND FOUR HUNDRED TWENTY DOLLARS and NO/100 (\$3,420.00) in a monthly service fee in installment payments of the following:

Fiscal Year	Monthly Payment	Not-To-Exceed
2023/2024	\$ 3420.00	\$ 41,040.00
2024/2025	\$ 3420.00	\$ 41,040.00
2025/2026	\$ 3420.00	\$ 41,040.00

All payments will not exceed the total of \$ 123,120.00.

EXHIBIT C - 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 SISKIYOU, with offices at 805 Juvenile Lane, Yreka, CA 96097, 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:

Angela Davis, County Administrative Officer

County of Siskiyou

Date: _____

For CSS Use ONLY

TERMS AND CONDITIONS

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g. **Survivability.** The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the party's obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h. **Governing Law.** This License Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to its choice of laws provisions.

i. **Forum Selection.** Any suit brought by or against CSS arising under, concerning or related to this License Agreement may be brought only in the State of California; and jurisdiction and venue for any action arising under, concerning or related to this License Agreement or the related Data Processing Services Agreement shall be and lie exclusively in the state and county courts of Siskiyou County, California, or the United States District Courts of the Eastern District of California, Sacramento Division.

j. **No Waiver of Rights.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k. **Construction.** Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise. In the event of conflict between words and numbers, the words shall control.

l. **Cooperation.** Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.