

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

DEPT: Information Technology Central

BOARD AGENDA: 4.B.2
AGENDA DATE: June 2, 2026

SUBJECT:

Approval to Enter Into a Two-Year Agreement with Atomogy Corporation for Integrated Criminal Justice Information System Software Development and Software Support Services for the Period of July 1, 2026, Through June 30, 2028, in the Amount of \$2.8 Million

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2026-0265

On motion of Supervisor B. Condit Seconded by Supervisor Withrow
and approved by the following vote,
Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:



ATTEST: MARY E. HARTSFIELD, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Information Technology Central

BOARD AGENDA:4.B.2
AGENDA DATE: June 2, 2026

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: NO

SUBJECT:

Approval to Enter Into a Two-Year Agreement with Atomogy Corporation for Integrated Criminal Justice Information System Software Development and Software Support Services for the Period of July 1, 2026, Through June 30, 2028, in the Amount of \$2.8 Million

STAFF RECOMMENDATION:

1. Approve an agreement with Atomogy Corporation for Integrated Criminal Justice Information System Software Development and Software Support Services in the amount of \$2.8 million for the term July 1, 2026, through June 30, 2028.
2. Authorize the General Services Agency Director/Purchasing Agent, or designee, to sign and execute the agreement with Atomogy Corporation.
3. Authorize the General Services Agency Director/Purchasing Agent, or designee, to sign amendments for additional services and payments, subject to budget availability and consistent with the County Purchasing Policy, throughout the term of the agreement.

DISCUSSION:

Stanislaus County's Integrated Criminal Justice Information System (ICJIS) is a suite of applications developed collaboratively by the public safety departments, including the District Attorney, Probation, Sheriff Office, and Public Defender, working in partnership with the Chief Executive Office (CEO) and Information Technology Central (ITC). ICJIS functions as the primary line-of-business application supporting each of these departments and has been foundational to the County's criminal justice operations since the Board of Supervisor's (Board) initial approval on June 18, 2002 ([Board Resolution 2002-459](#)). The Board first approved a contract with Atomogy to provide ICJIS software development on July 19, 2005, as the original service provider could not meet the County's expectations. Since then, Atomogy has been the County's longstanding partner in building, maintaining, and enhancing ICJIS.

Each ICJIS public safety department has achieved a broader level of communication with outside agencies through the implementation of ICJIS by providing interconnected interfaces and access to agency-appropriate data. County departments and external agencies with real-time access to ICJIS data include Stanislaus Regional 911, Behavioral Health and Recovery Services, Child Support Services, Community Services Agency, Treasurer-Tax Collector, Stanislaus Superior Court, local Police Departments,

California Department of Justice, and the California Highway Patrol.

In October 2022 ([Board Resolution 2022-0547](#)), the Public Defender began transitioning to Journal Technologies. The transition was completed by mid-Fiscal Year 2026, and the Public Defender is no longer utilizing ICJIS. The District Attorney, Probation, and Sheriff departments continue to use ICJIS. The ICJIS systems continue to evolve as new legislation, operational needs, and technology standards drive system enhancements. Current development efforts include expanded automation, modernization of core components, and implementation of new interfaces. The attached ICJIS two-year project plan (Attachment 1, Exhibit C) provides further detail on these initiatives.

The new agreement reflects an hourly rate increase from \$98 to \$110 per hour compared to the expiring agreement (July 1, 2024, through June 30, 2026). The prior ICJIS budget included fund balance that was used to fund additional service hours. As that fund balance had been spent down, the combination of the hourly rate increase and the reduction in available fund balance results in an overall service level decrease for some departments. Each department's service levels under the new agreement are summarized below.

Probation and the Community Corrections Partnership (CCP) have identified additional special revenue funding to maintain service levels consistent with Fiscal Years 2025 and 2026. CCP funding will support the development of joint ICJIS business intelligence reporting and dashboards.

For Fiscal Years 2027 and 2028, based on the Sheriff's Office current ICJIS budget allocation and Atomogy's updated hourly rate of \$110 (an increase from \$98), the funded service level through General Fund plus ICJIS Fund Balance is approximately 1,700 hours annually. In Fiscal Year 2026, the Sheriff's Office utilized approximately 2,780 total hours, which included 700 General Fund hours above their ICJIS budget allocation. The Sheriff's Office has expressed interest in maintaining similar service levels in Fiscal Years 2027 and 2028, which would require identifying approximately 600 additional hours of General Fund annually. The agreement provides flexibility to accommodate additional hours should the Sheriff's Office identify available appropriations during the budget process for those fiscal years.

The District Attorney has not identified additional revenue at this time, and service levels are anticipated to decrease accordingly.

The table below reflects the anticipated contracted hours by department for the agreement period. General Fund plus ICJIS Fund Balance hours are charged through the department Cost Allocation Plan (CAP). These CAP charged hours are set and then split between departments based on each department's historical use and budget for Atomogy hours. Hours outside of the General Fund plus ICJIS Fund Balance allocation are charged directly to the department, separate from CAP charges.

Atomogy Development Services										
CAP Charged General Fund plus ICJIS Fund Balance										
	Probation		District Attorney		Sheriff's Office		Public Defender		CCP	
	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total
FY 25	3000	\$ 294,000	4360	\$ 427,280	1764	\$ 172,872	388	\$ 38,024	0	\$ -
FY 26	3000	\$ 294,000	4360	\$ 427,280	2080	\$ 203,840	0	\$ -	0	\$ -
FY 27	2500	\$ 275,000	3700	\$ 407,000	1700	\$ 187,000	0	\$ -	0	\$ -
FY 28	2500	\$ 275,000	3700	\$ 407,000	1700	\$ 187,000	0	\$ -	0	\$ -
Additional Direct Charged hours										
	Probation		District Attorney		Sheriff's Office		Public Defender		CCP	
	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total
FY 25	1560	\$ 152,880	0	\$ -	0	\$ -	0	\$ -	580	\$ 56,840
FY 26	1560	\$ 152,880	0	\$ -	700	\$ 68,600	0	\$ -	580	\$ 56,840
FY 27	2100	\$ 231,000	0	\$ -	600	\$ 66,000	0	\$ -	600	\$ 66,000
FY 28	2100	\$ 231,000	0	\$ -	600	\$ 66,000	0	\$ -	600	\$ 66,000

While the County employs staff who support ICJIS operations, the complexity of the system demands specialized expertise that cannot be replicated internally. Atomogy Corporation, as the original system architect, maintains critical institutional knowledge of ICJIS's structure, logic, and codebase. This unique understanding allows Atomogy to perform maintenance, incorporate enhancements, and troubleshoot without introducing risk to system stability or data integrity. The County's 2022 sole-source determination (Attachment 2) affirms Atomogy as the only vendor qualified to provide these services.

Critical projects that are expected to be accomplished through the two-year ICJIS support contract with Atomogy are:

- District Attorney
 - Microsoft Structured Query Language (SQL) Database Enterprise migration (Phase Two)
 - Migration to Enterprise JavaBeans 3.0 (EJB3) server-side business logic
 - ICJIS Mobile
 - Interface with Police agencies
 - E-Discovery Portal
 - Electronic Document Management Migration
- Probation
 - ReportMill upgrade
 - Court Electronic Probable Cause Determination (ePCD) system interface
 - Notification module
 - Microsoft SQL Database Enterprise

- Probation officer workflow automation
- Results First Integration with Department of Justice (DOJ) and Courts
- Sheriff's Office
 - Court Electronic Probable Cause Determination (ePCD) system interface
 - Court electronic minute order interface
 - ICJIS 2.0 look and feel enhancements
- Community Corrections Partnership
 - Business intelligence reports and dashboards

ITC recommends that the Board approve the contract with Atomogy for the period of July 1, 2026, through June 30, 2028, in the amount of \$2.8 million. Approval of the contract will support the ongoing maintenance and critically anticipated projects noted above.

POLICY ISSUE:

The County's purchasing policy ([Board Resolution 2025-0376](#)) requires Board of Supervisors' approval for contracts exceeding \$200,000 per contract year, and for multi-year contracts which exceed \$200,000 during the term of the contract. This requirement is based upon California Government Codes §25212, et seq, and §25502.5, et seq., which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

The requested ICJIS development and support agreement with Atomogy Corporation spans two years with a not-to-exceed spending authority of \$2.8 million, compared to the \$2.4 million for the expiring two-year agreement. Projected expenditures allocate approximately \$1.2 million for Fiscal Years 2027 and 2028, with an additional \$336,000 of spending authority should the need for additional services and corresponding funding be identified over the course of this contract.

ITC manages the centralized ICJIS budget for department users, administers the ICJIS contract, and establishes purchase orders throughout the year, within Board approved budget authority and subject to customer departments' needs and their respective budgets.

The 2027 Proposed Rollover Budget will be presented to the Board on June 23, 2026, and includes appropriations and estimated revenues of approximately \$1.2 million. This amount was issued to department users through the County's cost allocation plan (CAP) charge process and will be included within each department's 2027 Proposed Budget.

A corresponding technical adjustment may be submitted for consideration during the 2027 Adopted Budget to ensure that the District Attorney, Probation, Sheriff's Office, and ICJIS budgets have sufficient appropriations and estimated revenues to cover projected expenses for additional direct charged hours. Departments may submit budget requests during the 2027 Adopted Budget Process should they identify available funding to support development hours beyond what is included in the 2027 Proposed Rollover Budget. No project work or related purchase orders will be issued above the

2027 Proposed Budget level, pending the Board's consideration and approval. Appropriations and estimated revenue for Budget Year 2028 will be included in the 2028 Adopted Budget submission.

BOARD OF SUPERVISORS' PRIORITY:

Approval of this agreement supports the Board of Supervisors' priorities of *Supporting a Strong and Safe Community* and *Delivering Efficient Public Services* by providing software development and support services for the ICJIS systems that support the Criminal Justice process.

STAFFING IMPACT:

Existing Information Technology Central, Chief Executive Office, and General Services Agency staff will execute and monitor this agreement.

CONTACT PERSON:

Eric McLoughlin
CIO/Director, Information Technology Central
Telephone: (209) 525-4357

ATTACHMENT(S):

1. Atomogy Agreement
2. Sole Source Contract Renewal
3. Levine Act Disclosure

AGREEMENT FOR SOFTWARE DEVELOPMENT SERVICES

This Software Development Agreement ("Agreement") is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California (hereinafter "County"), and Atomogy Corporation, a California corporation (hereinafter "Developer"), on July 1, 2026.

RECITALS

WHEREAS, County desires to engage Developer to develop, create, test, and deliver as a work made for hire a certain computer program and printed material for the Integrated County Justice Information System (the "System"); and

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

NOW, THEREFORE, County and Developer, intending to be legally bound, hereby agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS

When used in this Agreement and in the Scope of Work made a part of this Agreement, the terms listed below shall have the following meanings:

1.1 Code - shall mean computer-programming code. If not otherwise specified, Code shall include both Object Code and Source Code. Code shall include any Maintenance Modifications or Basic Enhancements thereto created by Developer from time to time, and shall include Major Enhancements thereto when added to the Code in connection with the Scope of Work or any other agreement and scope of work between the parties.

(a) Object Code - shall mean the machine-readable form of the Code.

(b) Source Code - shall mean the human-readable form of the Code and related system documentation, including all comments and any Code required in the operation of the system.

1.2 Deliverables - shall mean the deliverables as defined in applicable contract documents, including without limitation, the project Request for Proposal ("RFP"), the Developer's proposal or scope of work, and any successive documents, including all Code, Documentation and other materials developed for or delivered to County by Developer under this Agreement.

1.3 Derivative Work - shall mean a work which is based upon one or more preexisting works, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work.

1.4 Documentation - shall mean user documentation, whether hard copy or electronic, and other materials that relate to particular Code, including materials useful for design (for example, logic manuals, flowcharts, and principles of operation). Documentation shall include any Maintenance Modifications or Basic Enhancements thereto created by Developer from time to time, and shall include

Major Enhancements thereto when added to the Documentation in connection with the Scope of Work or any other agreement and scope of work between the parties.

1.5 Enhancements - shall mean changes or additions, other than Maintenance Modifications, to Code and related Documentation, including all new releases, which improve functions, add new functions, or significantly improve performance by changes in system design or coding.

(a) Basic Enhancements - shall mean any Enhancement that is not a Major Enhancement.

(b) Major Enhancements - shall mean changes or additions to Code and related Documentation that (1) have a value and utility separate from the use of the Code and Documentation, (2) as a practical matter, may be priced and offered separately from the Code and Documentation, and (3) are not made available to any of Developer's customers without separate charge.

1.6 Error - shall mean any error, problem, or defect resulting from (1) an incorrect functioning of Code, or (2) an incorrect or incomplete statement or diagram in Documentation, if such error, problem, or defect renders the Code inoperable, causes the Code to fail to meet the specifications thereof, causes the Documentation to be inaccurate or incomplete in any material respect, causes incorrect results, or causes incorrect functions to occur when any such materials are used.

1.7 Maintenance Modifications - shall mean any modifications or revisions, other than Enhancements, to Code or Documentation that correct Errors, support new releases of the operating systems with which the Code is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.

1.8 Project Schedule - shall mean the ICJIS Estimated Annual Work Plan, which is attached to this Agreement (Exhibit A) and which may be revised from time to time upon submittal by the Developer and approval by the County.

1.9 Scope of Work - shall mean and collectively include (a) the Project Agreement & Commitment and the Work Plan Breakdown attached to it, (b) the most recent Project Schedule submitted by the Developer and approved by the County, and (c) any change requests approved by the parties in accordance with the provisions of this Agreement; all of which are incorporated into this Agreement by this reference.

1.10 Project Manager - shall mean the person designated by each respective party who shall be primarily responsible for all administrative matters related to this Agreement for that party.

2. SOFTWARE DEVELOPMENT

2.1 Development Schedule. Developer agrees to develop, create, test, and deliver the Deliverables and the System, together with printed material and documentation, as set forth and specified in the Scope of Work and in accordance with the Project Schedule. Developer shall notify the County promptly of any factor, occurrence or event coming to its attention that may affect Developer's ability to meet the requirements of the Scope of Work issued under this Agreement, or that is likely to occasion any material delay in delivery of Deliverables. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Developer further agrees to cooperate with County employees or contractors assigned to the ICJIS project.

2.2 Changes. Changes in the Scope of Work or in any of the Specifications or Deliverables under the Scope of Work shall become effective only when a written change request is executed by authorized representatives of both parties.

2.3 Delivery and Acceptance. Developer shall deliver all Deliverables, upon completion, to the respective ICJIS Department's IT Manager for testing and acceptance. The County's ICJIS Project Manager will be notified of the delivery. For each individual Deliverable or group of linked Deliverables identified by tasks, the County shall determine if the deliverable conforms to the specifications and performance standards set forth in the Scope of Work or has any Errors. The Developer shall use reasonable effort to correct any such nonconformance and redeliver the Deliverable to the County as soon as feasible. Upon delivery and acceptance of the final individual Deliverable, acceptance testing shall be performed on the System as a whole in order to determine whether the integration of the Deliverables and any necessary equipment meets the specifications for the system set forth in the RFP, scope of work, or proposal accepted by the County, and operates with internal consistency. Upon satisfactory completion of acceptance testing after delivery of the Deliverables in final form, the County shall issue to Developer written notice of acceptance pertaining to such Deliverables. The Deliverables shall be deemed to have been accepted by the County if the County does not notify the Developer within 30 days after delivery of the Deliverables in final form that the Deliverables do not conform to the specifications and performance standards set forth in the Scope of Work or has any Errors.

3. COMPENSATION

3.1 Payment. Developer will be compensated on a time and materials basis in accordance with the rate schedule attached to and made part of this Agreement (Exhibit A). The total amount of compensation paid to the Developer for all tasks in the ICJIS Work Plan and tasks Scope of Work performed during the term of this Agreement shall not exceed the total amount of \$2,800,000 including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Developer to perform or to assist in the performance of its work under this Agreement. After hours support (6 p.m. to 7 a.m.) will be compensated at a rate double the specified hourly rate. After hours support will only be paid during the specified time frame if the developer has already worked 8 hours in the given day. All after hours support will be labeled as "AFTER HOURS SUPPORT" on developer invoices. The specified rate is not adjustable for the performance period set forth in this Agreement or during any extended term of this Agreement. The specified hourly rate includes direct salary costs, employee benefits, and overhead, and the Developer shall not be entitled to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

3.2 Expenses. Except as otherwise expressly agreed by County in the Scope of Work, Developer shall bear all of its own expenses arising from its performance of its obligations under this Agreement.

3.3 Invoicing. The Developer shall periodically, or as frequently as required by the County, provide the County with a statement or invoice upon acceptance of Deliverables for payment of work and/or Deliverables provided during the billing period. The statement will generally describe the services performed, reference the applicable Deliverable, the basis for the calculation of fees, and a reasonable itemization of costs. Each invoice shall separately set forth travel expenses (if any) authorized by County for reimbursement. Supporting documentation (such as receipts for air travel, hotel, and rental cars) called for by County's standard reimbursement policies shall accompany any such invoice. The Developer will deliver to the ICJIS Project Manager all hours invoiced in the invoice period in a single electronic database format as defined by the County. The electronic database will accompany each invoice sent to the County.

3.4 Tax Liability. County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Developer under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Developer.

4. RECORDS AND AUDIT

Developer shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Developer.

5. REPORTS

5.1 Task Reporting. Developer agrees to provide to County at least monthly a written report of the progress of the work required under Scope of Work, any anticipated problems (resolved or unresolved), and any indication of delay in fixed or tentative schedules. As these reports may be needed from time to time on a weekly basis, Developer further agrees to provide weekly reports to the County upon request.

5.2 Bug / Issue Reporting. Developer agrees to provide to County at least monthly an electronic export of all bugs and issues generated by the ICJIS project in a mutually agreed upon format.

6. OWNERSHIP AND RIGHTS

6.1 Ownership of Work Product by County. All items contributing to and involved in the Deliverables (i.e., the design, source code and all documentation) shall be owned by County and shall be considered a work made for hire by Developer for County. County shall own all United States and international copyrights in the Deliverables, including the intellectual property rights; provided however, the County shall not have any ownership rights to source code of pre-existing works or software that are independently developed by the Developer or others, but the County shall have a perpetual license for use of such pre-existing work as part of the Deliverables. Developer agrees to assign to the County all Deliverables developed under this contract.

As used in this section, software design does not include ideas, processes, or functions, including method of operation, that are part of common use, obvious and pre-determined by the environment, or dictated by the idea itself. The County does not have or retain intellectual property rights in non-application specific libraries or routines incorporated in the software design.

6.2 Pre-existing Works. The parties intend to protect the intellectual property rights of the Developer or others in pre-existing works that are integrated with the Deliverables, and to protect the County's intellectual property rights in the Deliverables that may include pre-existing works integrated with the Deliverable. In accordance with that intent, the parties agree to all of the following provisions.

(a) Prior to integration of any pre-existing work in any Deliverable, the Developer shall notify the County's ICJIS Project Manager in writing of the Developer's intent to use pre-existing works developed by the Developer or others independently of work performed for the County.

(b) The Developer shall obtain for the benefit of the County, the right and license to use, execute, display, perform, and distribute internally or externally, the pre-existing work as an integral part of the Deliverables. The county recognizes that Deliverables may include open source and freeware software, which has its own license that makes it freely available.

(c) The County may convey, license, sell or otherwise transfer its intellectual property rights in the Deliverables, but any such transfer shall not include any rights to pre-existing works integrated with the Deliverable for any commercial purpose except upon prior written approval from or agreement with the Developer or other person or entity that holds intellectual property rights for such pre-existing work. For purposes of this section, a "commercial purpose" does not include the conveyance, license, sale,

or other type of transfer by the County to another governmental organization or entity for its own use, whether or not such transfer includes consideration of any kind, including money.

(d) The Developer may convey, license, sell or otherwise transfer its intellectual property rights in any pre-existing work that is integrated with the Deliverables, provided such transfer does not interfere or adversely affect the County's right to use the pre-existing work as an integral part of the Deliverables.

(e) The Developer will use the following agreed upon source code license for any inline source licensing found in Atomogy owned source code. When used, it will be included at the top of the source file.

```
/**
 * Covers all Atomogy owned source code that Atomogy uses
 * in the ICJIS project.
 *
 * Copyright (c) 2004 Atomogy Corp.
 * All Rights Reserved.
 *
 * Licensor (Atomogy Corp., or its assigns, successors, heirs, or legatees)
 * grants perpetual License to Stanislaus County, California (the Licensee),
 * to use this software for any of its internal processes, and to and any of
 * Stanislaus County's customers for use in conjunction with the ICJIS Software.
 *
 * Licensor disclaims all warranties, either express or implied, including
 * but not limited to implied warranties of merchantability, fitness for
 * a particular purpose and any warranty of non-infringement with respect
 * to the software and accompanying written material (if any).
 *
 * In no event will Licensor be liable to Licensee for damages, including
 * any loss of revenues or profits, lost savings, or other incidental or
 * consequential damages arising out of Licensee's use or inability to
 * use the software.
 *
 * Any additions, deletions, refactoring, or other modifications to the
 * software by Licensee are the sole responsibility of the Licensee.
 *
 * Licensor can create and has created derivative works based on this software,
 * and will continue to do so in the future. Such derivative software is not covered under
 * this License unless used in Licensee systems. However, in no event does Licensor
 * guarantee that such software is or will be compatible with any other software
 * provided to Licensee under this License, even if derived from it.
 *
 * Software distributed under this License must remain in the original packages,
 * and this notice must appear at the top of each source file.
 */
```

6.3 Patent License. In addition, and except as limited by Section 6.2 herein, Developer hereby grants to County, and its successors and assigns, the royalty-free, nonexclusive right and license under any patents owned by Developer, or with respect to which Developer has a right to grant such rights and licenses, to the extent required by County to exploit the Deliverables and to exercise its full rights in the Deliverables, including (without limitation) the right to make, use and sell products and services based on or incorporating such Deliverables.

6.4 Avoidance of Infringement. In performing services under this Agreement, Developer agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Developer becomes aware of any such possible infringement while performing work under this Agreement, Developer shall immediately notify County in writing.

7. CONFIDENTIAL INFORMATION

Developer acknowledges that, by virtue of the customer/developer relationship established herein, it will have access to certain confidential information relating to the County's clients and activities. Developer agrees that all information relating to the activities and the clients of County shall be deemed confidential and proprietary to County, shall be held in trust by Developer, and shall be safeguarded by Developer to the same extent that Developer safeguards confidential matters relating to its own clients and activities which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

Developer agrees that all employees of Developer shall have a background clearance completed by County prior to being given access to any information or programming relating to the system. Employees include experts, subcontractors, consultants, or investigators hired or enlisted by Developer. At the discretion of the appropriate Department Head, an employee of the Developer may work on that Departmental ICJIS system while a background investigation is in progress.

8. REPRESENTATIONS AND WARRANTIES

Developer makes the following representations and warranties for the benefit of County, as a present and ongoing affirmation of facts in existence at all times when this Agreement is in effect:

8.1 No Conflict. Developer represents and warrants that it has no interest and shall not acquire any interest direct or indirect which would conflict or interfere in any manner or degree with the performance of the work and services under this Agreement.

8.2 Ownership Rights. Developer represents and warrants that (a) except as provided in Section 6 hereof with respect to certain identified preexisting works licensed to County, it has and will have full and sufficient right to assign or grant the rights and/or licenses granted in the Deliverables pursuant to this Agreement, and (b) all Deliverables, including any preexisting works addressed in Section 6 hereof, do not and will not infringe any patent, copyright, trademark or other intellectual property rights (including trade secrets), privacy or similar rights of any third party, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, or is such a claim pending, against Developer (or, insofar as Developer is aware, any entity from which Developer has obtained such rights).

8.3 Conformity, Performance and Compliance. Developer represents and warrants (a) that all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (b) that all Deliverables will function on the machines and with operating systems for which they are designed; (c) that all Deliverables will conform to the specifications and functions set forth in the Scope of Work, and to the performance standards set forth in the RFP, if any; and (d) that Developer will perform all work under this Agreement in compliance with applicable law.

8.4 Anti-Virus. Developer represents and warrants that (a) to the best of Developer's knowledge there is no virus, worm or other degenerative computer program in the Developer's computer system used to develop the software and Deliverables under this Agreement; (b) Developer has used its best efforts through its quality assurance procedures to ensure there are no such viruses; (c) none of the Deliverables, nor the System, shall contain any embedded device or code, such as a time bomb, that intentionally or unintentionally obstructs or prevents the County from using the software, Deliverables,

or the System, nor will the Developer disable through remote access or otherwise, the County's use of such software, Deliverables or the System.

8.5 Reasonable Efforts. The parties agree to use commercially reasonable effort to perform the tasks assigned and to complete the work specified in the Scope of Work. All services will be rendered in a workmanlike manner by personnel having a level of skill commensurate with their responsibilities.

8.6 Limited Warranty. After acceptance of the Deliverables, Developer warrants for a period of one business cycle (operational or reporting) for each Deliverable, not to exceed one year but not less than 90-days, that the Deliverables, when integrated with the System and operated on the County's computer network, will perform substantially in accordance with the detailed design specifications established for the Deliverables in a Scope of Work. Developer does not warrant that the Deliverables will be error free in all circumstances. In the event of any defect or error covered by such warranty, County agrees to provide Developer with sufficient detail to allow Developer to reproduce the defect or error. If Developer is notified within the warranty period of any defect or error in the Deliverables covered by such warranty, Developer will correct such error or defect at the contract rate. However, Developer is not responsible for any defect or error not reported during the warranty period or for any defect or error in Deliverables that County has altered, misused, or damaged. Developer is not responsible for any defect or error in Deliverables except as delivered for use with internal County ICJIS systems. Specifically, developer is not responsible for any defect or error in Deliverables used for any non-ICJIS County use, any commercial purpose, or any use involving conveyance, license, sale, or other type of transfer of Deliverables by the County to another governmental organization or entity for its own use, whether or not such transfer includes consideration of any kind, including money.

FOLLOWING EXPIRATION OF THE WARRANTY PERIOD, DEVELOPER SHALL HAVE NO LIABILITY FOR THE DELIVERABLES OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; AND, EXCEPT AS PROVIDED IN THIS SECTION, DEVELOPER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement shall be effective upon the date specified at the beginning of this Agreement and shall remain in force until June 30, 2028. This Agreement may be extended for additional one-year terms upon mutual agreement of the parties, in which case the parties shall execute a document that identifies the scope of work and deliverables contemplated, amount of compensation, and any new or changed terms of this Agreement.

9.2 Termination. Either party may terminate this Agreement for cause, including a material breach of the terms of the Agreement. Either party may, at its sole option, terminate without cause any or all work under this Agreement that is outstanding, or any portion thereof, upon thirty (30) days' written notice. For termination by the County for convenience, Developer shall be paid for all work performed through the date of termination, provided that such payment shall not be greater than the payment that would have become due if the work had been completed.

9.3 Survival. In the event of any termination of this Agreement the provisions of this Agreement shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

10. LIABILITY

10.1 Indemnity. Except as otherwise specified or limited in this Agreement, Developer shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation

costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Developer or Developer's officers, employees, agents, representatives or subcontractors, including, but not limited to, claims resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Developer's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Developer in contributing to such claim, damage, loss, and expense, and only for uses involving internal County ICJIS systems.

10.2 Infringement of Intellectual Property Rights. If a third-party claims that the Deliverables infringe any patent, copyright, or trade secret, Developer will defend County against that claim at Developer's expense and pay all damages that a court finally awards. If such a claim is made or appears possible, Developer may, at its option, secure for County the right to continue to use the Deliverables, modify or replace them so they are non-infringing, or, if neither of the foregoing options is available in Developer's judgment, require County to return the Modifications for a credit equal to charges paid for the design and development of the Modifications. However, Developer shall have no obligation to defend the County, or to pay any such costs, damages, and attorney fees for any claim based upon the combination, operation, or use of Deliverables with any programs or data not supplied by Developer if such infringement would have been avoided by the combination, operation, or use of Deliverables without such particular programs or data. Developer shall have no obligation to defend the County, or to pay any such costs, damages, and attorney fees for any claim based upon the use of Deliverables other than on internal County ICJIS systems. THIS SECTION 10.2 STATES DEVELOPER'S ENTIRE OBLIGATION TO COUNTY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

10.3 Breach of Developer Warranties. Developer hereby agrees to indemnify and defend the County against any claims relating to any material breach of Developer warranties under Section 8 of this Agreement, or based on material failure by Developer to perform its maintenance and support obligations under this Agreement, and Developer shall pay all costs, damages, and attorney fees arising from or in connection with any such claim; provided however, Developer's liability related to a single incident shall not exceed the amount of insurance required under Section 10.5 of this Agreement. THIS SECTION 10.3 STATES DEVELOPER'S ENTIRE OBLIGATION TO COUNTY WITH RESPECT TO ANY CLAIM OF FOR BREACH OF DEVELOPER'S WARRANTIES.

10.4 Conditions to Indemnification. The foregoing indemnities are conditioned on (1) prompt written notice of any claim or proceeding subject to indemnity; (2) reasonable cooperation by the indemnified party in the defense and settlement of such claim at the expense of the indemnifying party; and (3) prior written approval by the indemnifying party of any settlement, which approval shall not be unreasonably withheld.

10.5 Insurance. Developer shall provide and maintain at its own expense during the term of this Agreement the programs of insurance covering its operations hereunder for commercial general liability in the amount of \$1,000,000, and automobile liability and workers' compensation in amounts satisfactory to the County or as required by law. Such insurance shall be provided through insurer(s) satisfactory to County and certificates evidencing such insurance, along with significant endorsements, shall be delivered to County on or before the effective date of this Agreement, and shall stipulate that the County is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance. All required insurance shall be primary and not contributing with any other insurance maintained by County.

11. DISPUTES AND CLAIMS FOR ADDITIONAL COMPENSATION.

11.1 General Dispute. All disputes, except for claims related to compensation and except as otherwise provided in this Agreement, shall be decided by the County's Project Manager, which decision shall be final and conclusive unless, within fourteen (14) calendar days from the date of receipt of such

copy, the Developer mails or otherwise delivers a written appeal to the Assistant CEO who shall issue a written decision and mail or otherwise furnish a copy thereof to the Developer. The decision of the Assistant CEO shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

11.2 Compensation Disputes. The Developer shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Developer or the County, unless the Developer has given to the County due written notice of claim. It is the intention of this provision that differences between the parties arising under and by virtue of this Agreement be brought to the attention of the County at the earliest possible time in order that such matters be settled, if possible, or other appropriate action promptly taken.

The written notice of claim shall be submitted to the Project Manager within fourteen (14) calendar days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim, and shall set forth the reasons for which the Developer believes additional compensation will or may be due and the nature of the costs involved. Claims filed by the Developer shall be in sufficient detail to enable the County to ascertain the basis and amount of said claims. Failure to submit such information and details to the County will be sufficient cause for denying the claim.

The written notice of claim, and all records and information submitted in support of such claim, shall be submitted under the California False Claims Act (Gov. Code, §§ 12650 - 12655), and shall certify under penalty of perjury that the claim for the additional compensation and time, if any, is a true statement of the actual costs incurred and time sought, and is fully documented and supported or capable of being fully documented and supported under the Agreement between the parties. Failure to submit the notarized certificate will be sufficient cause for denying the claim.

12. MISCELLANEOUS

12.1 Compliance with Laws. Each party shall, in performing its obligations hereunder, comply with all laws, rules, regulations and governmental orders applicable to such party.

12.2 Amendments. This agreement may be amended or supplemented from time to time, but only by a written instrument executed by County and Developer.

12.3 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

12.4 Assignment. This is an Agreement for the services of Developer. County has relied upon the skills, knowledge, experience and training of Developer and the Developer's firm, associates, and employees as an inducement to enter into this Agreement. Developer shall not assign or subcontract this Agreement without the express written consent of County. Further, Developer shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12.5 Waiver. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

12.6 Nondiscrimination. During the performance of this Agreement, Developer and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of

any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Developer and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12.7 Notice. Any notice, communication, amendment, addition, or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Developer or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County: ICJIS Project Manager
County of Stanislaus
801 11th Street, Suite 4100
Modesto, CA 95354

To Developer: Atomogy Corporation
2937 Veneman Ave, Suite B155
Modesto, CA 95356

12.8 Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

12.9 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

12.10 Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

ATOMOGY CORPORATION


By: _____
Andrew Johnson
GSA Director / Purchasing Agent

"County"

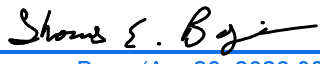

By: Hemang Vyas (Apr 28, 2026 09:05:17 PDT)
Hemang Vyas
President

"Developer"

APPROVED AS TO CONTENT:


By: Eric McLoughlin (Apr 28, 2026 09:38:27 PDT)
Eric McLoughlin
CIO / Director, IT Central

APPROVED AS TO FORM:


By: Thomas Boze (Apr 28, 2026 08:59:33 PDT)
Thomas E Boze
County Counsel

ATOMOGY

FY 2026-2028

SOFTWARE DEVELOPMENT RATE SCHEDULE

7/1/2026 to 6/30/2028

All development hours will be billed at \$110.00 per hour for the term of this agreement.

The project plans for this contract period are on the following pages.

Probation 2 Year ICJIS Plan 2026 - 2028

PB	Task Description	Est Hrs
Year 1 (2026-2027)		
3.1	ReportMill upgrade	960
3.2	Court ePCD system interface	800
3.3	Notification Module – enables notifications on events and triggers in ICJIS.	960
3.4	MFA for ICJIS	640
3.5	MS SQL Enterprise migration - Application code migration, deploy, testing, prod roll out	640
3.6	Critical Maintenance & Enhancements	600
Year Sub Total		4600
Year 2 (2027-2028)		
4.1	MS SQL Enterprise migration - Application code migration, deploy, testing, prod roll out	800
4.2	ICJIS-2.0 enhancements	480
4.3	Probation officer workflow automation.	800
4.4	Results First Integrations with DOJ and Courts	640
4.5	ICJIS mobile - Enhance ICJIS-PB mobile application	640
4.6	Axon interface enhancements	640
4.7	Critical Maintenance & Enhancements	600
Year Sub Total		4600
2 Years Total		9,200

District Attorney 2 Year ICJIS Plan 2026 - 2028

DA	Task Description	Est Hrs
Year 1 (2026-2027)		
3.1	SQL Enterprise (Phase 2) - Application code migration, deploy, testing, prod roll out	1000
3.2	EJB3 migration - Upgrade the ICJIS multi-tier architecture to the latest Java Enterprise Edition (JEE) standard	1200
3.3	ICJIS mobile - Make the ICJIS-DA application compatible for mobile devices	900
3.4	Critical Maintenance & Enhancements	600
	Year Sub Total	3700
Year 2 (2027-2028)		
4.1	Interface with Police agencies - To pull entire case information electronically including suspect, witness and victim's information.	960
4.2	ICJIS analytics enhancements	320
4.3	E Discovery Portal / Interface - DA's office post discovery package to the Portal / Interface, where it is then available for defense attorney to download or pulled via interface. It will auto generate a receipt after download/accept.	640
4.4	ICJIS-2.0 enhancements	640
4.5	AI enabled enhanced search system	540
4.6	Critical Maintenance & Enhancements	600
	Year Sub Total	3700
	2 Years Total	7,400

Sheriff 2 Year ICJIS Plan 2026 - 2028

SD	Task Description	Est Hrs
Year 1 (2026-2027)		
3.1	EPCD - ICJIS interface	600
3.2	ICJIS virtualization & cloud migration	260
3.3	Multi Factor Authentication for ICJIS	640
3.4	Critical Maintenance & Enhancements	800
Year Sub Total		2300
Year 2 (2027-2028)		
4.1	Electronic court minute order interface	600
4.2	ICJIS mobile	400
4.3	ICJIS-2.0 enhancements	500
4.4	Critical Maintenance & Enhancements	800
Year Sub Total		2300
2 Years Total		4,600

CCP 2 Year ICJIS Plan 2026 - 2028

CCP	Task Description	Est Hrs
Year 1 (2026-2027)		
3.1	Business intellegence reports/dashboards/UI	520
3.2	DB upgrade/configuration/fixes	80
Year Sub Total		600
Year 2 (2027-2028)		
4.1	Business intellegence reports/dashboards/UI	520
4.2	DB upgrade/configuration/fixes	80
Year Sub Total		600
2 Years Total		1,200

CRITERIA FOR SOLE SOURCE/SOLE BRAND

A. FACTORS WHICH MAY BE APPLICABLE

Respond specifically to each question below in preparing a justification.

1. If the product requested is one-of-a-kind item, provide background information on how this was determined.
2. Provide information on why a particular product and/or vendor was chosen.
3. Provide information on other vendors that were contacted and why they can not provide the requested product. Is the selected vendor also the manufacturer?
4. If unique features are required to successfully perform the required function, identify what those features are and why they are required. BE SPECIFIC.
5. Provide information on other models available and why they were rejected. Provide brand name, model, vendor name, date and name of each person contacted.

B. FACTORS WHICH DO NOT APPLY

The following factors should not be included in your sole source/sole brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for a product of vendor.
2. Cost, vendor performance, local service, maintenance, and delivery (these are award factors in competitive bidding).
3. Features which exceed the minimum department requirements, e.g. heavy duty.
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for "unique features."
5. The statement "no substitutions" will not be considered without completion of the "Justification for Sole Source/Sole Brand" form.

If you need assistance in completing this justification for sole source/sole brand form, please contact the Purchasing office at 525-6319.

**COUNTY OF STANISLAUS
JUSTIFICATION FOR SOLE SOURCE/SOLE BRAND**

Requisition Number: CIMS 2022001560 Dated: FY 2022-2024

Item: ICJIS Software – Atomogy Corporation

Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

Sole Brand: Various Vendors can supply the specified model & brand, and competitive bids will be solicited for the brand requested only.

Refer to the instructions on the back of this form for required criteria before completion.

JUSTIFICATION: (Attach additional sheets, if necessary)

Stanislaus County Information Technology Central is requesting that Atomogy Corporation be recognized as the sole source for the renewal of the Integrated Criminal Justice Information System (ICJIS) Software development contract. Atomogy Corporation is the software development firm that has created the ICJIS applications used by Stanislaus County Sheriff, District Attorney, Probation, and Public Defender. Atomogy Corporation is the primary developer responsible for creating the ICJIS application software. Due to Atomogy Corporation's role in creating the ICJIS applications Atomogy Corporation possesses critically unique knowledge of the workings of the ICJIS application and are distinctly qualified to perform maintenance and continued advancement of the application.

CERTIFICATION:

I am aware of the requirements set forth in the County's Purchasing Policy & Procedures Manual for competitive bidding and the established criteria for justification for sole source/sole brand purchasing. As an approved department representative, I have gathered technical information and have made a concerted effort to review comparable/equal equipment. This is documented in this justification. I hereby certify as to the validity of the information and feel confident that this justification for sole source/sole brand meets the County's criteria and is accurate.

This form was completed by:

Name Eric McLoughlin
Department ITC
Phone # 209-525-4864

DEPARTMENT APPROVAL

Paul E Gibson

Paul E Gibson (Aug 11, 2022 15:27 PDT)

DIRECTOR (or Authorized Representative)

PROCUREMENT APPROVAL

Brad Diemer

Purchasing Manager (or Authorized Representative)

Don

Purchasing Agent Approval



CAMPAIGN CONTRIBUTION/LEVINE ACT DISCLOSURE STATEMENT

****COMPLETE AND RETURN THIS PAGE****

Government Code section 84308, part of the "Levine Act", prohibits County "Officers" from participating in any action related to a license, permit or other entitlement if such member receives political contributions totaling more than \$500 within the twelve months prior to the initiation of proceeding, during the pendency of the proceeding, and twelve months following the date of final decision on the entitlement. During the pendency of the proceeding and for twelve months following final decision on the entitlement, a "Party" or "Participant" as defined in section 84308, is prohibited from contributing more than \$500 to an "Officer".

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

- (1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;
- (2) Serve as a member of a board or commission;
- (3) Serve as the chief executive of a state agency, or county, city or district of any kind; or
- (4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

A list of Stanislaus County Board Members can be found online at: <https://www.stanvote.com/pdf/elected-officials-list.pdf>. The party making this certification is responsible for determining whether a recipient of a political contribution is a County "Officer".

1. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract? YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:

- If YES, please identify the County Officer receiving the contribution:

2. Do you, or your company, or any agent on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any County Officer in the twelve (12) months following any Board action related to this contract? YES NO

- If YES, please identify the person(s) or agent(s) making the contribution:


- If YES, please identify the County Officer receiving the contribution:

Answering YES to either of the questions above does not preclude Stanislaus County from awarding the relevant entitlement to you or preclude Stanislaus County from taking subsequent action on the entitlement.

Note: The following contracts are excluded from the definition of "licenses, permits, or other entitlements for use" for the purposes of the Act:

- Contracts under \$50,000;
- Contracts between two or more government agencies;
- Contracts where no party receives financial compensation; and
- Periodic review or renewal of development agreements or competitively bid contracts with non-material modifications.

I HEREBY CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature: 	Date 03/04/26
Print Name: Hemang Vyas	
Title: President	
Company: Atomogy Corporation	

For Internal Purposes Only (If Applicable)

Application Number:	Application Title:
Application Address:	Application APN:
RFP Number:	RFP Title: