

1 F. Mario Trujillo (SBN 352020)
Aaron Mackey (SBN 286647)
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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN JOAQUIN**

10 PEN-LINK, INC.,
11 Plaintiff/Petitioner,
12 v.
13 SAN JOAQUIN COUNTY SHERIFF'S
OFFICE, and DOES 1-10,
14 Defendants/Respondents.

15
16 ELECTRONIC FRONTIER
17 FOUNDATION,
18 Proposed Intervenor.

Case No.: STK-CV-UWM-0016425

**DECLARATION OF F. MARIO TRUJILLO IN
SUPPORT OF ELECTRONIC FRONTIER
FOUNDATION'S UNOPPOSED MOTION TO
INTERVENE**

DATE:
TIME:
DEPT: 10A

Judge: Hon. George J. Abdallah
Dept: 10A
Action Filed: November 22, 2024
Trial Date: Unassigned

Filed Concurrently With: (1) Notice of Motion and
Motion to Intervene; (2) Memorandum of Points and
Authorities in Support of Motion to Intervene

21 I, F. MARIO TRUJILLO, declare and say:

- 22 1. I am an attorney at law duly licensed to practice at all courts in this state.
23 2. I am a Staff Attorney employed by Electronic Frontier Foundation ("EFF"), the
24 proposed Intervenor in this matter. In this role, I am familiar with the facts in this case. I submit this
25 declaration in support of EFF's Motion to Intervene. I make this declaration based on my personal
26 knowledge and based on my review of documents. I have personal knowledge of the facts stated in
27 this declaration, and if called to testify, could and would competently testify thereto.
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PROOF OF SERVICE

I, James A. Littau, declare as follows:

I am over the age of 18 years and not a party to the within action. My business address is 815 Eddy Street, San Francisco, California 94109. I am employed in the office of a member of the bar of this court at whose direction the service was made.

On December 18, 2024, I served the foregoing document(s) entitled:

DECLARATION OF F. MARIO TRUJILLO
On the following:

<u>By Email</u>	<u>By Electronic Transmission via One Legal</u>
Rachael Allgaier, Esq. Deputy County Counsel, Office of County Counsel County of San Joaquin allgaier@sjgov.org	Samuel D. Jubelirer, Esq. DENTONS US LLP 1999 Harrison Street, Suite 1210 Oakland, CA, 94612-4709 Samuel.jubelirer@densons.com
Counsel for Defendant/Respondent San Joaquin Sherriff’s Office (email only, with consent)	Counsel for Plaintiff Pen-Link, Inc.

BY ELECTRONIC TRANSMISSION VIA ONE LEGAL: I caused a copy of the foregoing document to be sent via File and Serve California to the persons at the e-mail addresses listed above. The above parties and/or counsel of record are designated for electronic service in this matter on the File and Serve California website. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

BY E-MAIL: I caused a copy of the document(s) to be sent from e-mail address james@eff.org to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 18, 2024 at San Francisco, California.

/s/ James A. Littau _____
James A. Littau

EXHIBIT 1

1 F. Mario Trujillo (SBN 352020)
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2 Betelhem Zewge Gedlu (SBN 333879)
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6 *Attorneys for Electronic Frontier Foundation*

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10 PEN-LINK, INC.,
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14 Defendants/Respondents.

15
16 ELECTRONIC FRONTIER
17 FOUNDATION,
18 Proposed Intervenor.

Case No.: STK-CV-UWM-0016425

**VERIFIED CROSS-PETITION FOR WRIT OF
MANDATE DIRECTED TO THE SAN
JOAQUIN COUNTY SHERIFF'S OFFICE
ORDERING COMPLIANCE WITH THE
CALIFORNIA PUBLIC RECORDS ACT &
CONSTITUTION**

DATE:
TIME:
DEPT: 10A

Judge: Hon. George J. Abdallah
Dept: 10A
Action Filed: November 22, 2024
Trial Date: Unassigned

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21 **INTRODUCTION**

22 1. Petitioner Electronic Frontier Foundation ("EFF") seeks a writ of mandate under Cal.
23 Civ. Proc. Code § 1085, *et seq.* and Cal. Gov't Code § 7920.000, *et seq.* to enforce the California
24 Public Records Act ("CPRA") and the Cal. Const. Art. I, § 3(b)(1), to disclose records reflecting
25 surveillance technology purchased by Defendant San Joaquin County Sheriff's Office ("Sheriff's
26 Office").

27 2. EFF is a nonprofit organization defending civil liberties in the digital world. Among
28 other things, EFF files numerous CPRA and federal Freedom of Information Act ("FOIA") requests

1 with law enforcement agencies seeking to disclose records that document their use and purchase of
2 surveillance technology. Law enforcement’s use of technology to surveil the public raises
3 significant questions regarding the public’s rights to be free from unwarranted invasions of their
4 constitutionally guaranteed rights to privacy and free speech. These purchases also raise basic
5 questions about law enforcements’ use of taxpayer dollars.

6 3. In pursuit of its mission, EFF filed a CPRA request with the Sheriff’s Office seeking
7 to disclose records about the agency’s purchase and use of various surveillance technologies,
8 including products sold by Petitioner Pen-Link, Inc. (“Pen-Link”) and its subsidiary company,
9 Cobwebs Technologies (“Cobwebs”). For example, Pen-Link’s subsidiary company offers a
10 product called WebLoc, which allows law enforcement access to vast amounts of people’s location
11 data. The CPRA request sought to disclose whether the Sheriff’s Office ever considered, tested, or
12 purchased products like this. If the Sheriff’s Office indeed purchased them, EFF sought records that
13 would disclose how much the agency paid.

14 4. The Sheriff’s Office refused to disclose all responsive records to EFF, deferring to a
15 claim by Pen-Link that some parts of the responsive records contained trade secrets. Pen-Link then
16 filed its own complaint against the Sheriff’s Office seeking a judicial order to permanently withhold
17 the records EFF seeks to publicly disclose.

18 5. The Sheriff’s Office’s refusal to release the records and Pen-Link’s action to enjoin
19 disclosure of them violates EFF’s rights under the CPRA and California Constitution. EFF therefore
20 requests that this Court order the Sheriff’s Office to disclose the records and that it denies Pen-
21 Link’s effort to block public disclosure.

22 JURISDICTION

23 6. The Court has jurisdiction over this action, and Cross-Petition is authorized to seek
24 relief, under Cal. Gov’t Code §§ 7923.000 and 7923.100.

25 7. Venue is proper under Cal. Civ. Proc. Code §§ 394 and 395, and under Cal. Gov’t
26 Code § 7923.100. Cross-Petitioner is informed that that the records it seeks are situated in San
27 Joaquin County.

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1 **PARTIES**

2 8. Cross-Petitioner the Electronic Frontier Foundation (EFF) is a San Francisco-based,
3 donor-supported nonprofit organization defending civil liberties in the digital world. Through direct
4 advocacy, impact litigation, and technological innovation, EFF’s team of attorneys, activists, and
5 technologists encourage and challenge industry, government, and courts to support free expression,
6 privacy, and transparency in the information society. EFF has over 30,000 dues-paying members
7 and represents the interests of everyday users of the internet. Among other things, EFF documents
8 law enforcement’s use of technology by filing CPRA and FOIA requests and publicly disseminating
9 the records agencies disclose through its projects like Street Level Surveillance and Atlas of
10 Surveillance.

11 9. EFF is a member of the public under Cal. Gov’t Code §§ 7920.515 and 7927.520 and
12 is beneficially interested in the outcome of these proceedings. It has a clear, present and substantial
13 right to the relief sought herein and no plain, speedy and adequate remedy at law other than that
14 sought herein.

15 10. Cross-Respondent San Joaquin County Sheriff’s Office is a public agency within the
16 definition of the California’s Public Records Act (CPRA), Cal. Gov’t Code § 7920.525(a), and can
17 be compelled to produce records consistent with the CPRA. The Sheriff’s Office is also a
18 defendant/respondent in the accompanying, underlying matter.

19 11. Pen-Link, Inc. is a Nebraska corporation and a Plaintiff/Petitioner in the
20 accompanying, underlying matter. It is the parent company of a subsidiary corporation named
21 Cobwebs Technologies.

22 **ACCESS TO PUBLIC RECORDS UNDER CALIFORNIA LAW**

23 12. The CPRA creates a presumptive public right of access to records that are prepared,
24 owned, used, or retained by any public agency. All such records must be made available for
25 inspection and copying upon request, unless they qualify for one of the CPRA’s enumerated
26 exemptions. Cal. Gov’t Code §§ 7922.525, 7920.530.

27 13. An agency that receives a CPRA request must respond within ten days. In “unusual
28 circumstances,” that deadline may be extended by no more than fourteen days. In its response, the

1 agency must state whether disclosable public records responsive to the request are within its
2 possession, provide the requestor with an estimate of when the disclosable records will be made
3 available, and explain its reasoning for any decision to withhold responsive records. *Id.*
4 §§ 7922.535, 7922.540.

5 14. “Whenever it is made to appear by verified petition to the superior court of the
6 county where the records or some part thereof are situated, that certain public records are being
7 improperly withheld from a member of the public, the court shall order the officer or person
8 charged with withholding the records to disclose the public record or show cause why the officer or
9 person should not do so.” Cal. Gov’t Code § 7923.100. The government has the burden to justify
10 non-disclosure of any record with specific evidence. “The court shall decide the case” after
11 examining (1) the record in camera, if permitted by the Evidence Code, (2) any papers filed by the
12 parties, and (3) any oral argument and additional evidence as the court may allow. Cal. Gov’t Code
13 § 7923.105.

14 15. If the Court finds that the government has not met its burden of justifying a failure to
15 disclose, it shall order the public official to make the record public. Cal. Gov’t Code § 7923.110.

16 16. The California Constitution provides an additional, independent right of access to
17 government records: “The people have the right of access to information concerning the conduct of
18 the people’s business, and, therefore, the meetings of public bodies and the writings of public
19 officials and agencies shall be open to public scrutiny.” Cal. Const. Art. I, § 3(b)(1).

20 17. Mandate lies to compel the government to comply with the CPRA and with the
21 California Constitution. *See* Cal. Civ. Proc. Code § 1085; Cal. Gov’t Code § 7923.000.

22 **FACTUAL ALLEGATIONS**

23 18. On October 3, 2024, EFF requested documents from the San Joaquin County
24 Sheriff’s Office under the CPRA, including documents “relating to the relationship between this
25 agency and Cobwebs Technologies,” as well as its parent company Pen-Link. A true and correct
26 copy of EFF’s CPRA request is attached as Exhibit A.

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1 19. On Nov. 8, 2024, on behalf of the Sheriff’s Office, the Office of the County Counsel,
2 County of San Joaquin, produced to EFF 40 pages of redacted documents and a two-page cover
3 letter. A true and correct copy of the produced records and letter is attached as Exhibit B.

4 20. In its Nov. 8, 2024, cover letter, the Office of the County Counsel informed EFF: “A
5 portion of these redactions are based on a claim of trade secrets brought by Pen-Link Ltd. Pen-Link
6 has notified the undersigned that it intends to file pleadings with the Superior Court for a protective
7 order related to the release of the redacted information. Upon determination of the courts, a further
8 response will be provided to indicate whether unredacted documents will ultimately be produced.”

9 21. In its Nov. 8, 2024, cover letter, the Office of the County Counsel also asserted
10 unrelated exemptions over separate portions of the documents not at issue in this matter.

11 22. At issue in this matter, the Sheriff’s Office redacted certain information contained in
12 purchase orders and price quotations related to Pen-Link. Specifically, the Sheriff’s Office redacted
13 the descriptions and prices of the products, services, and subscriptions offered by Pen-Link and its
14 subsidiary Cobwebs.

15 23. On Nov. 22, 2024, Pen-Link filed its Verified Complaint in the accompanying,
16 underlying matter in an attempt to block release of the requested documents.

17 24. Pen-Link’s Verified Complaint alleges that the Sheriff’s Office took the position that
18 “it did not hold the privilege to withhold or redact” the records. Nonetheless, the Sheriff’s Office
19 “informed Pen-Link that it would not produce the Confidential Information unless a court ordered it
20 to do so.”

21 25. Under the CPRA, the requested records at issue should not have been redacted and
22 withheld from EFF.

23 26. Under the CPRA, the purported trade secret exemption does not apply to the
24 requested records at issue.

25 27. Cal. Gov’t Code §§ 7923.100 and 7923.110(a) authorize the Court to compel the
26 Sheriff’s Office to release the requested records at issue in unredacted form to EFF.

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1 28. As the requester of the records at issue in this case, EFF has an interest that is not
2 adequately represented and that may be impaired by the disposition of this action. It, therefore, has a
3 right to intervene and file this Verified Cross-Petition. Cal. Civ. Proc. Code § 387.

4 **FIRST CAUSE OF ACTION**
5 **Violation of the California Public Records Act and**
6 **Article I, § 3(b) of the California Constitution**
7 **(Cross-Petitioner against Defendant/Respondent Sheriff's Office)**

8 29. Petitioners repeat the allegations set forth above as if fully set forth herein.

9 30. The CPRA requires the disclosure of the requested records.

10 31. The failure of the Sheriff's Office to provide the requested records violates the
11 CPRA and Article I, § 3 of the California Constitution.

12 **PRAYER FOR RELIEF**

13 Cross-Petitioner prays for relief and judgment as follows:

14 1. The Court set times for discovery of "additional evidence," Cal. Gov't Code §
15 7923.105(c), hearing, and responsive pleadings "with the object of securing a decision as to these
16 matters at the earliest possible time." Cal. Gov't Code § 7923.005.

17 2. The Court issue a writ of mandate directing Respondent San Joaquin County
18 Sheriff's Office to provide Petitioner with all requested records, removing the incorrectly applied
19 trade secret redactions. Cal. Gov't Code § 7923.110(a).

20 3. The Court enter an order awarding to Cross-Petitioner costs and attorneys' fees
21 incurred in this action and cross-action pursuant to Cal. Gov't Code § 7923.115 and/or any other
22 applicable law, including without limitation Cal. Civ. Proc. Code § 1021.5, in addition to any other
23 relief granted.

24 4. The Court award Cross-Petitioner such other and further relief as is just and proper.

25 DATED: December 18, 2024

ELECTRONIC FRONTIER FOUNDATION

/s/ F. Mario Trujillo

F. MARIO TRUJILLO

AARON MACKEY

BETELHEM ZEUGE GEDLU

Attorneys for Electronic Frontier Foundation

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VERIFICATION

I, F. Mario Trujillo, hereby declare as follows:

I am an attorney at EFF and counsel to EFF in this action. I have read the above petition and know its contents. The facts alleged in paragraphs 18-28 are within my personal knowledge, and I know these facts to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: December 18, 2024

/s/ F. Mario Trujillo

F. Mario Trujillo

EXHIBIT A

Content-Type: multipart/alternative;
boundary="=====
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MIME-Version: 1.0
Subject: California Public Records Act Request: Cobwebs Contracts and
Use
Records (San
Joaquin County Sheriff's Office)
From: 174018-58466961@requests.muckrock.com
To: smendez@sjgov.org
Date: Thu, 03 Oct 2024 12:38:39 -0000
Message-ID:

<172795911930.5132.4523787713723310036@fc70476e-b04a-4805-8c65-b642ad
5c0021.prvt.dyno.rt.heroku.com>

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MIME-Version: 1.0
Content-Transfer-Encoding: 8bit

San Joaquin County Sheriff's Office
PRA Office
7000 Michael N. Canlis Blvd.
French Camp, CA 95231

October 3, 2024

To Whom It May Concern:

The Electronic Frontier Foundation (EFF) is submitting this request
for records under the California Public Records Act.

The requested records are those, for the period between January 1,
2020 and the date on which this request is processed, describing and
relating to the relationship between this agency and Cobwebs
Technologies (and/or its parent company, PenLink; for reference, see
<https://www.penlink.com/press-release/cobwebs-technologies-joins-penlink-to-expand-its-digital-investigative-platform/>) and any
relationships between any representative of either entity.

Responsive records include, but are not limited to, documents
concerning or mentioning Cobwebs and any representative thereof,

including all documentation regarding its Tangles platform and any other service or software provided by or created by Cobwebs. These include, but are not limited to, the following:

CONTRACT AND AGREEMENTS

- All contracts, memorandums of understanding, and any other written agreements between this agency and Fog Data Science, including all associated amendments, exhibits, and supplemental and supporting documentation.

FINANCIAL MATERIALS

- All financial documents or records of financial transactions, exchanges or obligations related to the relationship between the aforementioned entities. Responsive materials include all invoices, bills, receipts, check stubs, or any other records, including those possessed in an electronic format. This also includes any Requests for Proposal and bidding materials provided by Cobwebs and any other entities responding to the same Request for Proposal or equivalent procurement request.

DOCUMENTATION OF USE

- Any logs of use and other data obtained from the Cobwebs platform. Should query logs exist for any other platform, service, or software created and/or provided by Cobwebs, these materials are also responsive to this request.
- Any audits and reports of audits of use of Cobwebs platforms

We ask that these materials be provided on a rolling basis; as your office collects and reviews records, we would appreciate it if your office would provide those materials to us incrementally. If possible, please provide any responsive contractual and financial materials within the statutorily-mandated public record law timeframe. We would prefer communications to be provided next. Please contact us for further discussion regarding the search and release of these materials.

This request is not being made for commercial purposes. Please assess fees appropriately in accordance with a public records request being made in the public interest.

In the event that there are fees, I would be grateful if you would inform us of the total charges in advance of fulfilling my request. I request that all records be disclosed in their native, digital format and transmitted to us electronically, by e-mail attachment if available or by CD-ROM if not.

If you need any more information in order to process the request, or cannot process a portion of the request for any reason, please respond to the email address on this request or "beryl@eff.org". Further discussion may be conducted via email. Please let us know if a phone call will be necessary or desirable; such contact information will be provided upon request.
Thank you very much for your time and help.
Sincerely,

{NAME}

View request history, upload responsive documents, and report problems here:

https://accounts.muckrock.com/accounts/login/?next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency_login%252Fsan-joaquin-county-sheriffs-office-5370%252Fcobwebs-contracts-and-use-records-san-joaquin-county-sheriffs-office-174018%252F%253Femail%253Dsmendez%252540sjgov.org&url_auth_token=AAA1Cv38kcQCncfIrG0_iB3PUYA%3A1swL6N%3AgiFcbiQom4OucwRenZfMuxRdo8SbrOhN1DM7vJFysl0

If prompted for a passcode, please enter:
EWWUNYKF

Filed via MuckRock.com
E-mail (Preferred): 174018-58466961@requests.muckrock.com

PLEASE NOTE OUR NEW ADDRESS
For mailed responses, please address (see note):
MuckRock News
DEPT MR 174018
263 Huntington Ave
Boston, MA 02115

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

EXHIBIT B



OFFICE OF THE COUNTY COUNSEL

COUNTY OF SAN JOAQUIN
44 NORTH SAN JOAQUIN STREET, SUITE 679
STOCKTON, CA 95202-2931
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FAX: (209) 468-0315

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DEPUTY CPS COUNSEL
SHANN S. KENNEDY
YULIANA HERRERA
ANGELA COBB
JENNIFER WINDT

November 8, 2024

Via e-mail: 174018-58466961@requests.muckrock.com

Beryl Lipton
EFF

Re: California Public Records Act Request

Dear Ms. Lipton:

This letter is in response to your Public Records Act request. This letter constitutes a written response pursuant to Government Code Section 7922.540(a) and is based upon the authorities interpreting the California Public Records Act ("CPRA") and Article I, Section 3 of the California Constitution.

Please be advised that the County objects to your request on the following grounds:

1. The request calls for documents which would violate an individual's right to privacy under the California Constitution, Article I, Section I;
2. The request seeks information and documents which are exempt pursuant to Government Code Section 7929.210(a) pertaining to information security records;
3. The request seeks information and documents which are exempt pursuant to Government Code Section 7923.600(a) pertaining to records of investigations conducted by any state or local police agency, and where disclosure would endanger the successful completion of the investigation;
4. The request seeks summary criminal history, which is exempt pursuant to Penal Code Sections 11140(b), 11141, 11142, 13301(b), 13302, 13303;



5. The records requested include official information, which is exempt from disclosure pursuant to Evidence Code Section 1040(b)(2), Evidence Code Section 1041(a)(2) and (b)(2) which are incorporated into the CPRA through Government Code Section 7927.705.

Without waiving the above objections and exemptions, redacted documents are attached. A portion of these redactions are based on a claim of trade secrets brought by Pen-Link Ltd. Pen-Link has notified the undersigned that it intends to file pleadings with the Superior Court for a protective order related to the release of the redacted information. Upon determination of the courts, a further response will be provided to indicate whether unredacted documents will ultimately be produced.

The County does not waive any privileges, protections or objections which might be available in any future litigation, and without waiving any additional privileges, protections or exemptions available under the CPRA.

Should you have any questions, or should you require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

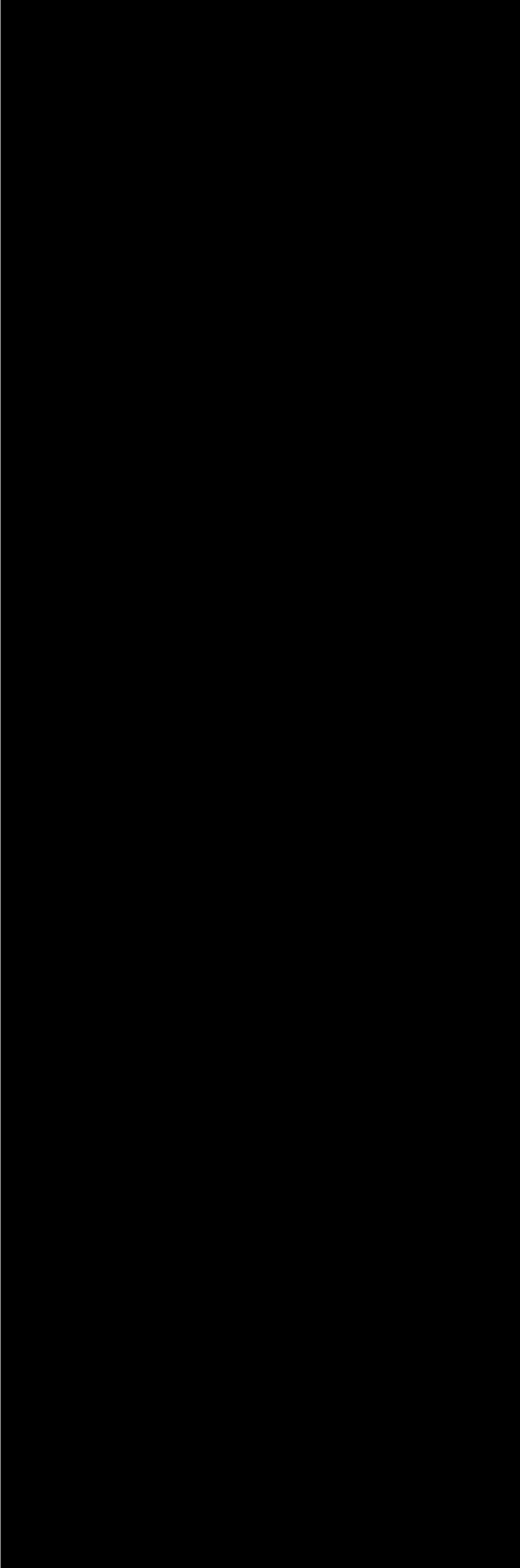
A handwritten signature in blue ink, appearing to read "Rachael Allgaier", with a long horizontal flourish extending to the right.

Rachael Allgaier
Deputy County Counsel

c: Sheriff's Office

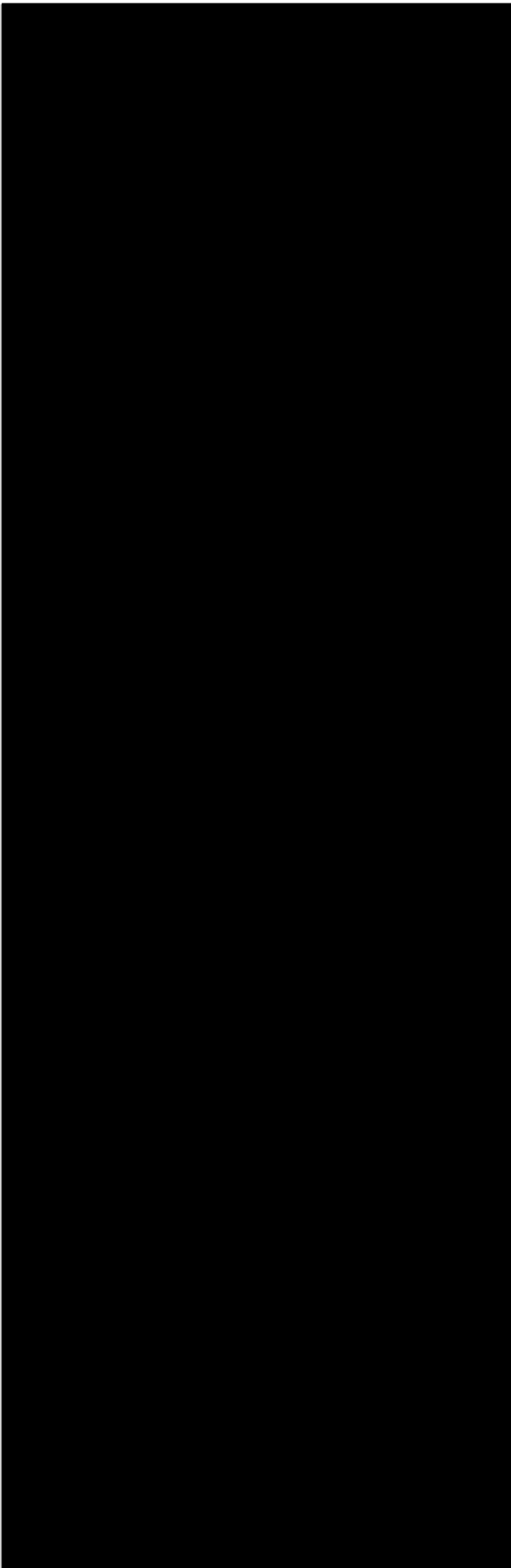
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10/3/2024 11:06	Login			wgalos	PATCA-WS010
10/2/2024 18:03	Logout			wgalos	PATCA-WS010
10/2/2024 17:48	Login			wgalos	PATCA-WS010
9/30/2024 11:06	Logout			valenzuela	PATCA-MGR
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9/10/2024 8:34	Login			sbeck	PATCA-WS012
9/9/2024 13:43	Monitor Sign Off			lmoreno	PATCA-PLX2
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9/9/2024 13:39	Monitor Sign On			lmoreno	PATCA-PLX2
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9/6/2024 14:00	Logout			wgalos	PATCA-WS010
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9/6/2024 12:54	Login			wgalos	PATCA-WS010
9/6/2024 10:36	Logout			wgalos	PATCA-WS010
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9/5/2024 19:18	Logout			valenzuela	PATCA-MGR
9/5/2024 18:38	Login			valenzuela	PATCA-MGR
9/5/2024 18:35	Logout			valenzuela	PATCA-MGR
9/5/2024 18:26	Logout			sbeck	PATCA-WS012
9/5/2024 16:23	Login			sbeck	PATCA-WS012
9/5/2024 9:25	Login			valenzuela	PATCA-MGR
9/4/2024 10:50	Logout			valenzuela	PATCA-MGR
9/4/2024 10:49	Login			valenzuela	PATCA-MGR
9/3/2024 18:02	Logout			wgalos	PATCA-WS010
9/3/2024 15:09	Login			wgalos	PATCA-WS010
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9/3/2024 9:25	Login			wgalos	PATCA-WS010

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4/26/2024 13:55 Logout
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11/21/2023 18:17 Login

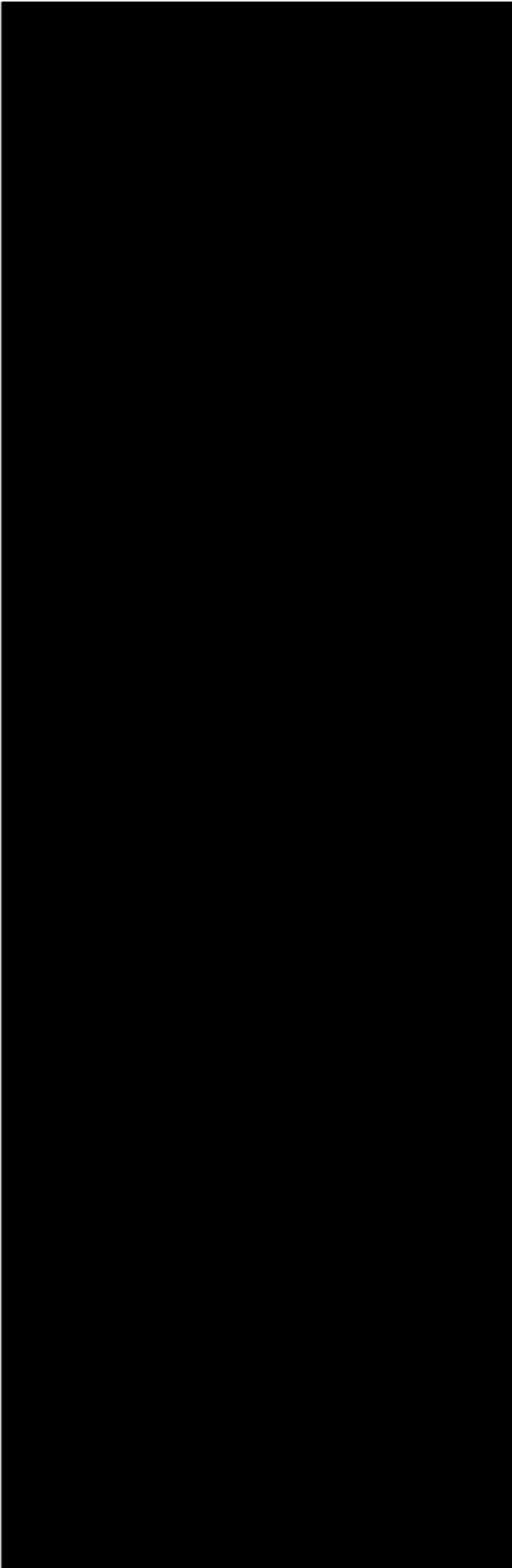


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9/5/2023 10:47 Logout		dbrooks	SO-PLX
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9/5/2023 10:47 Logout		dbrooks	SO-PLX
9/5/2023 10:41 Login		dbrooks	SO-PLX
9/5/2023 10:41 Logout		dbrooks	SO-PLX
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9/5/2023 10:33 Login		dbrooks	SO-PLX
9/5/2023 10:32 Logout		dbrooks	SO-PLX
9/5/2023 10:32 Login		dbrooks	SO-PLX
9/5/2023 10:27 Login		dbrooks	SO-PLX
9/5/2023 10:27 Logout		dbrooks	SO-PLX
9/5/2023 10:08 Login		dbrooks	SO-PLX
9/5/2023 10:08 Logout		dbrooks	SO-PLX
9/5/2023 10:06 Login		dbrooks	SO-PLX
9/5/2023 10:06 Logout		dbrooks	SO-PLX
9/5/2023 9:44 Login		wgalos	PATCA-WS010
9/5/2023 9:43 Logout		wgalos	PATCA-WS010
9/5/2023 9:30 Login		dbrooks	SO-PLX
9/1/2023 18:22 Login		valenzuela	PATCA-WS007
9/1/2023 18:21 Logout		valenzuela	PATCA-WS007
9/1/2023 18:19 Login		valenzuela	PATCA-WS007
9/1/2023 18:19 Login			PATCA-WS007
9/1/2023 18:18 Logout		valenzuela	PATCA-WS007
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9/1/2023 18:01 Login		wgalos	PATCA-WS010
9/1/2023 18:07 Logout		wgalos	PATCA-WS010
9/1/2023 11:44 Login		wgalos	PATCA-WS010
8/31/2023 16:08 Monitor Sign Off		wgalos	PATCA-WS010
8/31/2023 16:08 Logout		wgalos	PATCA-WS010
8/31/2023 16:05 Monitor Sign On		wgalos	PATCA-WS010
8/31/2023 12:33 Logout Forced		dbrooks	SO-PLX
8/31/2023 11:32 Login		dbrooks	SO-PLX
8/31/2023 10:44 Login		wgalos	PATCA-WS010
8/30/2023 11:27 Login		wgalos	PATCA-WS010
8/21/2023 11:31 Logout		sbeck	PATCA-WS012
8/11/2023 16:56 Logout		wgalos	PATCA-WS010
8/11/2023 12:12 Login		wgalos	PATCA-WS010
8/10/2023 11:14 Logout		wgalos	PATCA-WS010
8/9/2023 14:45 Login		wgalos	PATCA-WS010
8/9/2023 14:44 Logout		wgalos	PATCA-WS010
8/9/2023 14:19 Login		wgalos	PATCA-WS010
8/9/2023 11:07 Login		sbeck	PATCA-WS012
7/20/2023 16:34 Logout		valenzuela	PATCA-WS007
7/20/2023 16:24 Logout		wgalos	PATCA-PLX2
7/20/2023 11:57 Monitor Sign Off		valenzuela	PATCA-WS007
7/20/2023 11:28 Monitor Sign On		valenzuela	PATCA-WS007
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7/20/2023 10:25 Login		valenzuela	PATCA-WS007
7/10/2023 17:55 Logout		sbeck	PATCA-PLX1
7/10/2023 15:28 Login		sbeck	PATCA-PLX1
7/6/2023 17:43 Logout		sbeck	PATCA-PLX1
7/6/2023 10:02 Monitor Sign Off		wgalos	PATCA-PLX2
7/6/2023 9:11 Monitor Sign On		wgalos	PATCA-PLX2
7/6/2023 9:11 Login		valenzuela	PATCA-WS007
7/6/2023 9:10 Login		valenzuela	PATCA-WS007
7/4/2023 10:12 Logout Forced		dbrooks	SO-PLX
7/4/2023 9:02 Login		dbrooks	SO-PLX
7/4/2023 9:02 Logout		dbrooks	SO-PLX
7/4/2023 7:55 Login		dbrooks	SO-PLX
7/3/2023 7:50 Login		sbeck	PATCA-PLX1
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6/30/2023 10:22 Login		dbrooks	SO-PLX
6/29/2023 16:45 Logout		sbeck	PATCA-PLX1
6/29/2023 12:05 Login		wgalos	PATCA-PLX2
6/29/2023 12:04 Logout		wgalos	PATCA-PLX2
6/28/2023 12:02 Monitor Sign Off		wgalos	PATCA-PLX2
6/28/2023 11:23 Logout Forced		dbrooks	SO-PLX
6/28/2023 9:28 Login		dbrooks	SO-PLX
6/28/2023 9:09 Monitor Sign On		wgalos	PATCA-PLX2
6/26/2023 16:45 Login		sbeck	PATCA-PLX1
6/26/2023 16:43 Logout		sbeck	PATCA-PLX1
6/22/2023 15:08 Login		sbeck	PATCA-PLX1
6/21/2023 18:38 Monitor Sign Off		wgalos	PATCA-PLX2
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6/19/2023 13:25 Login		moreno	PATCA-PLX1
6/19/2023 13:05 Login		sbeck	PATCA-PLX1
6/19/2023 13:03 Login		sbeck	PATCA-PLX1

6/6/2023 12:14	Login	brooks	SO-PLX
6/6/2023 12:00	Login	brooks	SO-PLX
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6/6/2023 10:03	Login	alenzuela	PATCA-WS007
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6/2/2023 16:46	Logout	alenzuela	PATCA-WS007
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6/2/2023 10:48	Logout	alenzuela	PATCA-WS007
6/2/2023 10:21	Login	alenzuela	PATCA-PLX1
6/1/2023 19:13	Logout Forced	brooks	SO-PLX
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6/1/2023 16:46	Login	brooks	SO-PLX
6/1/2023 16:46	Logout	brooks	SO-PLX
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6/1/2023 8:49	Logout Forced	brooks	SO-PLX
6/1/2023 7:41	Logout	beck	PATCA-PLX1
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6/1/2023 7:37	Login	beck	PATCA-PLX1
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5/31/2023 20:10	Login	brooks	SO-PLX
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5/26/2023 18:12	Logout	brooks	SO-PLX
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5/26/2023 11:04	Logout	brooks	SO-PLX
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5/19/2023 13:59	Logout	alenzuela	PATCA-WS007
5/19/2023 13:48	Monitor Sign On	alenzuela	PATCA-WS007
5/19/2023 13:48	Login	alenzuela	PATCA-WS007
5/19/2023 13:20	Monitor Sign Off	alenzuela	PATCA-WS007
5/19/2023 13:20	Logout	galos	PATCA-PLX1
5/19/2023 11:20	Login	galos	PATCA-PLX1
5/19/2023 10:56	Monitor Sign On	alenzuela	PATCA-WS007
5/19/2023 10:33	Login	galos	PATCA-PLX1
5/19/2023 10:33	Login	galos	PATCA-PLX1
5/19/2023 9:46	Logout	alenzuela	PATCA-WS007
5/19/2023 8:23	Monitor Sign On	alenzuela	PATCA-WS007
5/19/2023 8:22	Login	alenzuela	PATCA-WS007
5/19/2023 8:22	Login	alenzuela	PATCA-WS007
5/19/2023 8:22	Login	alenzuela	PATCA-WS007
5/18/2023 17:26	Logout Forced	alenzuela	PATCA-WS007
5/18/2023 16:22	Login	verver	SO-PLX
5/17/2023 14:40	Logout	verver	SO-PLX
5/17/2023 12:27	Monitor Sign Off	alenzuela	PATCA-WS007
5/17/2023 11:25	Monitor Sign On	alenzuela	PATCA-WS007
5/17/2023 11:24	Login	alenzuela	PATCA-WS007
5/16/2023 14:13	Logout	galos	PATCA-PLX1

5/1/2023 9:28 Login
4/28/2023 11:40 Logout Forced
4/28/2023 10:37 Login
4/27/2023 18:53 Logout Forced
4/27/2023 17:52 Login
4/27/2023 17:52 Logout
4/27/2023 17:52 Logout
4/27/2023 17:44 Logout Forced
4/27/2023 16:06 Login
4/27/2023 16:04 Monitor Sign Off
4/27/2023 16:04 Logout
4/27/2023 15:57 Monitor Sign On
4/27/2023 15:55 Login
4/27/2023 10:13 Monitor Sign On
4/27/2023 10:05 Login
4/27/2023 9:28 Logout
4/27/2023 9:23 Logout
4/27/2023 9:17 Login
4/27/2023 7:19 Login
4/26/2023 16:57 Logout
4/26/2023 16:19 Login
4/26/2023 16:19 Logout
4/26/2023 15:32 Login
4/26/2023 15:14 Login
4/26/2023 13:45 Logout
4/26/2023 12:07 Login
4/25/2023 10:37 Monitor Sign Off
4/25/2023 10:07 Login
4/25/2023 7:44 Monitor Sign On
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4/14/2023 9:24 Logout
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4/13/2023 13:33 Logout
4/13/2023 13:32 Login
4/4/2023 17:17 Logout
4/4/2023 14:29 Login
4/4/2023 13:33 Login
4/4/2023 13:08 Logout
3/30/2023 12:37 Logout
3/30/2023 11:48 Login
3/30/2023 11:29 Login
3/30/2023 11:29 Login
3/30/2023 11:29 Logout
3/29/2023 15:01 Login
3/29/2023 15:01 Logout
3/29/2023 10:15 Login
3/29/2023 10:14 Logout
3/28/2023 16:24 Login
3/28/2023 16:24 Logout
3/24/2023 16:57 Logout
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3/15/2023 11:41 Logout
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3/15/2023 11:37 Logout
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3/14/2023 8:13 Logout
3/14/2023 8:11 Login
3/13/2023 17:48 Logout
3/13/2023 9:30 Login
3/7/2023 17:25 Login
3/2/2023 12:48 Logout
3/2/2023 10:02 Login
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2/10/2023 11:38 Logout



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1/12/2023 11:40 Monitor Sign Off
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1/12/2023 11:18 Login
1/11/2023 9:24 Login
1/6/2023 20:28 Logout
1/5/2023 9:35 Login
1/4/2023 18:15 Logout
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12/15/2022 10:18 Logout
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12/15/2022 9:22 Logout
12/15/2022 9:21 Login
12/15/2022 9:16 Logout
12/15/2022 8:59 Login
12/14/2022 10:03 Login
12/14/2022 8:07 Logout
12/14/2022 7:50 Login
12/14/2022 7:49 Login
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administrator SO-PLX
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12/7/2022 13:17 Login
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12/7/2022 13:07 Logout
12/7/2022 13:05 Logout
12/7/2022 12:02 Login
12/7/2022 12:01 Logout
12/6/2022 14:22 Login
12/6/2022 14:22 Login
12/6/2022 14:22 Logout
12/6/2022 12:51 Monitor Sign Off
12/6/2022 11:43 Logout
12/6/2022 10:32 Monitor Sign On
12/6/2022 10:20 Login
12/6/2022 10:13 Login
12/6/2022 10:06 Logout
12/6/2022 9:41 Login
12/6/2022 9:37 Logout
12/6/2022 9:36 Login
12/5/2022 18:46 Login
12/5/2022 18:46 Login
12/2/2022 7:37 Logout
12/2/2022 7:27 Login



valenzuela PATCA-WS007
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administrator SO-PLX
sbeck PATCA-WS007
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valenzuela PATCA-WS007
administrator SO-PLX
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administrator PATCA-WS007
administrator PATCA-WS007
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administrator SO-PLX
administrator SO-PLX

Purchase Order

COUNTY OF SAN JOAQUIN

PURCHASING & SUPPORT SERVICES
 44 N. San Joaquin Street Suite 540
 Stockton CA 95202
 United States

Supplier: 0000108186
 PEN-LINK LTD
 5944 VANDERVOORT DR
 LINCOLN NE 68516

Dispatch via Print

Purchase Order 0000067597	BU SJ001	Date 08/30/2022	Revision	Page 1
Payment Terms NET 30	Freight Terms FOB DST-FRT PP & ADD		Ship Via COMMON CARRIER - SURFACE	
Buyer Raquel Cobarrubias	Phone 209/468-3155		Currency USD	

Ship To: 21620000
 Sheriff Patrol
 7000 Michael N. Canlis Blvd
 French Camp CA 95231
 United States

Attention: Madison Hill

Bill To: Sheriff Administration
 7000 Michael N. Canlis Blvd
 French Camp CA 95231
 United States

Tax Exempt? N Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	[REDACTED]		2.00	EA	[REDACTED]	[REDACTED]	08/30/2022
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SUT Code: APSUT001 (7.7500%)

Schedule Total

Item Total

2- 1	[REDACTED]		2.00	EA	[REDACTED]	[REDACTED]	08/30/2022
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SUT Code: APSUT001 (7.7500%)

Schedule Total

Item Total

3- 1	[REDACTED]		2.00	EA	[REDACTED]	[REDACTED]	08/30/2022
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SUT Code: APSUT001 (7.7500%)

Schedule Total

Item Total

4- 1	[REDACTED]		1.00	EA	[REDACTED]	[REDACTED]	08/30/2022
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SUT Code: APSUT001 (7.7500%)

Schedule Total

Item Total

5- 1	[REDACTED]		2.00	EA	[REDACTED]	[REDACTED]	08/30/2022
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Schedule Total

Item Total

6- 1	[REDACTED]		1.00	EA	[REDACTED]	[REDACTED]	08/30/2022
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Schedule Total

Item Total

7- 1	[REDACTED]		1.00	EA	[REDACTED]	[REDACTED]	08/30/2022
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SUT Code: APSUT001 (7.7500%)

INTERNAL PURPOSES ONLY:
 cc to vendor
 cc to department *email*
 cc to dept accounting
 REQ ID: 0000071525

Authorized Signature

Raquel Cobarrubias 09/02/22

Purchase Order

COUNTY OF SAN JOAQUIN

PURCHASING & SUPPORT SERVICES
 44 N. San Joaquin Street Suite 540
 Stockton CA 95202
 United States

Supplier: 0000108186
 PEN-LINK LTD
 5944 VANDERVOORT DR
 LINCOLN NE 68516

Dispatch via Print

Purchase Order 0000067597	BU SJ001	Date 08/30/2022	Revision	Page 2
Payment Terms NET 30	Freight Terms FOB DST-FRT PP & ADD		Ship Via COMMON CARRIER - SURFACE	
Buyer Raquel Cobarrubias		Phone 209/468-3155	Currency USD	

Ship To: 21620000
 Sheriff Patrol
 7000 Michael N. Canlis Blvd
 French Camp CA 95231
 United States

Attention: Madison Hill

Bill To: Sheriff Administration
 7000 Michael N. Canlis Blvd
 French Camp CA 95231
 United States

Tax Exempt? N Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
Schedule Total					1,110.25	
Item Total					1,110.25	
8- 1	CISCO FIREPOWER 1010 - 75 TUNNEL		1.00 EA	1,465.69	1,465.69	08/30/2022
SUT Code: APSUT001 (7.7500%)					113.59	
Schedule Total						
Item Total						
9- 1	[REDACTED]		1.00 EA			08/30/2022
Schedule Total						
Item Total						
10- 1	[REDACTED]		1.00 EA			08/30/2022
Schedule Total						
Item Total						
11- 1	[REDACTED]		1.00 EA	0.00	0.00	08/30/2022
Schedule Total					0.00	
Item Total					0.00	
12- 1	[REDACTED]		1.00 EA	0.00	0.00	08/30/2022
Schedule Total					0.00	
Item Total					0.00	
13- 1	ANNUAL TRAINING SUBSCRIPTION - FREE IN-PERSON SEAT		1.00 EA	0.00	0.00	08/30/2022
Schedule Total					0.00	
Item Total					0.00	
14- 1	ANNUAL TRAINING SUBSCRIPTION - FREE IN-PERSON SEAT		1.00 EA	0.00	0.00	08/30/2022
Schedule Total					0.00	

INTERNAL PURPOSES ONLY:
 cc to vendor
 cc to department *email*
 cc to dept accounting
 REQ ID: 0000071525

Authorized Signature

Raquel Cobarrubias 09/02/22

Purchase Order

COUNTY OF SAN JOAQUIN

PURCHASING & SUPPORT SERVICES
44 N. San Joaquin Street Suite 540
Stockton CA 95202
United States

Supplier: 0000108186
PEN-LINK LTD
5944 VANDERVOORT DR
LINCOLN NE 68516

Dispatch via Print

Purchase Order 0000067597	BU SJ001	Date 08/30/2022	Revision	Page 3
Payment Terms NET 30	Freight Terms FOB DST-FRT PP & ADD		Ship Via COMMON CARRIER - SURFACE	
Buyer Raquel Cobarrubias	Phone 209/468-3155		Currency USD	

Ship To: 21620000
Sheriff Patrol
7000 Michael N. Canlis Blvd
French Camp CA 95231
United States

Attention: Madison Hill

Bill To: Sheriff Administration
7000 Michael N. Canlis Blvd
French Camp CA 95231
United States

Tax Exempt? N **Tax Exempt ID:**

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
			Item Total			<u>0.00</u>	
15- 1	THIRD-PARTY SHIPPING		1.00	EA	49.92	49.92	08/30/2022
			SUT Code: APSUT001 (7.7500%)			3.87	
			Schedule Total			<u>53.79</u>	
			Item Total			<u>53.79</u>	

County Contact: Arthur Harty, (209) 468-4451, awharty@sjgov.org
Emily Valenzuela, (209) 468-5370, evalenzuela@sjgov.org
Madison Hill, mhill@sjgov.org
Accounts Payable, sjsoap@sjgov.org
Fiscal Unit, sjsofiscal@sjgov.org

Vendor Contact: John Spomer, (402) 202-3500, jspomer@penlink.com

This Purchase Order is issued in accordance with the General Conditions contained herein and as shown in the link located on the County of San Joaquin, Purchasing & Support Services website:
<https://sjgov.org/terms>

Aggregate spend Authority applies: B-22-252 AND FY22-23 Aggregate Reference __FY22-23-AGG-DEPT

SCOPE OF SERVICE: Includes LINCOLN install

TERM OF PURCHASE ORDER: This purchase order shall commence when signed by the Purchasing Agent and continue through June 30, 2023, unless said work is completed on a date prior thereto, terminated earlier as provided herein, or extended upon mutual agreement.

PRICING: Per Quote #00024880, dated: 7/26/2022, Submitted by: John Spomer

INVOICING/PAYMENT: Include the Purchase Order number, department name, and name of the person placing the order on each invoice. Invoices are to be sent to the "Bill To:" location listed above. Failure to provide this information may delay payment of invoice. Payments will be made 30 days after receipt of an approved invoice.

RELEASES/ORDERS: Ordering department must supply the Purchasing Order number, the departments name, number and name of the person placing the order. Failure to provide this may delay payment of invoice.

FUNDING OUT CLAUSE: If the San Joaquin County Board of Supervisors fail to appropriate funds to enable County departments to continue to make purchases under this Agreement, this Agreement will be cancelled and the Vendor given written notice of such cancellation.

EXCEEDING DOLLAR LIMIT: The County shall not be obligated to pay the Vendor for cost incurred in excess of the Total PO Amount listed on this Purchase Order, and the Vendor shall not continue performance in excess of the Total PO Amount until the County Purchasing Agent has increased the Total PO Amount by written Notification.

INTERNAL PURPOSES ONLY:
cc to vendor
cc to department
cc to dept accounting
REQ ID: 0000071525

Authorized Signature

Raquel Cobarrubias 09/02/22

Purchase Order

COUNTY OF SAN JOAQUIN

PURCHASING & SUPPORT SERVICES
 44 N. San Joaquin Street Suite 540
 Stockton CA 95202
 United States

Supplier: 0000108186
 PEN-LINK LTD
 5944 VANDERVOORT DR
 LINCOLN NE 68516

Dispatch via Print

Purchase Order 0000067597	BU SJ001	Date 08/30/2022	Revision	Page 4
Payment Terms NET 30	Freight Terms FOB DST-FRT PP & ADD		Ship Via COMMON CARRIER - SURFACE	
Buyer Raquel Cobarrubias	Phone 209/468-3155		Currency USD	

Ship To: 21620000
 Sheriff Patrol
 7000 Michael N. Canlis Blvd
 French Camp CA 95231
 United States

Attention: Madison Hill

Bill To: Sheriff Administration
 7000 Michael N. Canlis Blvd
 French Camp CA 95231
 United States

Tax Exempt? N **Tax Exempt ID:**

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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INDEMNIFICATION: The CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the CONTRACTOR, its employees, officers, agents or Subcontractors.

The CONTRACTOR shall hold the COUNTY, the County of San Joaquin and its employees, officers, directors, and agents, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

INSURANCE: Contractor shall not commence work until all insurance requirements have been met: <https://www.sjgov.org/insurance>. Contractor agrees to be responsible to ensure requirements set forth are also met by the Contractor's subcontractors

ASSIGNMENTS: Inasmuch as this Agreement is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent shall be considered null and void.

Total SUT Code: APSUT001 (7.7500%) 1,477.94

Total PO Amount 30,805.29

INTERNAL PURPOSES ONLY:

cc to vendor
 cc to department
 cc to dept accounting
 REQ ID: 0000071525

Authorized Signature

Raquel Cobarrubias 09/02/22

Purchase Order

COUNTY OF SAN JOAQUIN
 PURCHASING & SUPPORT SERVICES
 44 N. San Joaquin Street Suite 540
 Stockton CA 95202
 United States

Supplier: 0000111634
 COBWEBS AMERICA INC
 1441 BROADWAY STE 5019
 NEW YORK NY 10018

Dispatch via Print

Purchase Order 0000072790	BU SJ001	Date 12/07/2023	Revision	Page 1
Payment Terms NET 30	Freight Terms FOB DST-FRT PP & ADD		Ship Via COMMON CARRIER - SURFACE	
Buyer Gow, Linda	Phone/Email 209/468-0673		Currency USD	

Ship To: 26000001
 Office of Emergency Services
 2101 E. Earhart Ave.
 Suite 300
 Stockton CA 95206
 United States

Attention: Nikkisha Robinson

Bill To: Office of Emergency Services
 2101 E. Earhart Ave.
 Suite 300
 Stockton CA 95206
 United States

Tax Exempt? N Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------	----------	-----	----------	--------------	----------

1- 1

[Redacted]

[Redacted]

Item Total 180,000.00

2- 1

[Redacted]

Schedule Total 8,000.00

Item Total 8,000.00

3- 1 Discount

[Redacted]

1.00 EA -2,300.00 -2,300.00 12/07/2023

Schedule Total -2,300.00

Item Total -2,300.00

BILL TO LOCATION: 26000001

FIXED ASSET: State Homeland Security Grant Program funded

Sole Source Process

Exhibit Z and SAM Unique Entity ID

County Contact: Nikkisha Robinson 209-953-6200 nrobinson@sjgov.org

Vendor Contact: [Redacted]

This Purchase Order is issued in accordance with the General Conditions contained herein and as shown in the link located on the County of San Joaquin, Purchasing & Support Services website: <https://sjgov.org/terms>

SCOPE OF SERVICE: Provide [Redacted] instructor led

TERM OF PURCHASE ORDER: This purchase order shall commence when signed by the Purchasing Agent and continue through June 30, 2024, unless said work is completed on a date prior thereto, terminated earlier as provided herein, or extended upon mutual agreement.

INVOICING/PAYMENT: Include the Purchase Order number, department name, and name of the person placing the order on each invoice. Invoices are to be sent to the "Bill To:" location listed above. Failure to provide this information may delay payment of invoice. Payments will be made 30 days

INTERNAL PURPOSES ONLY:
 cc to vendor
 cc to department
 cc to dept accounting
 REQ ID: 0000077493

Authorized Signature

Linda Gow

Purchase Order

COUNTY OF SAN JOAQUIN

PURCHASING & SUPPORT SERVICES
 44 N. San Joaquin Street Suite 540
 Stockton CA 95202
 United States

Supplier: 0000111634
 COBWEBS AMERICA INC
 1441 BROADWAY STE 5019
 NEW YORK NY 10018

Dispatch via Print

Purchase Order	BU	Date	Revision	Page
0000072790	SJ001	12/07/2023		2
Payment Terms	Freight Terms		Ship Via	
NET 30	FOB DST-FRT PP & ADD		COMMON CARRIER - SURFACE	
Buyer	Phone/Email		Currency	
Gow, Linda	209/468-0673		USD	

Ship To: 26000001
 Office of Emergency Services
 2101 E. Earhart Ave.
 Suite 300
 Stockton CA 95206
 United States

Attention: Nikkisha Robinson

Bill To: Office of Emergency Services
 2101 E. Earhart Ave.
 Suite 300
 Stockton CA 95206
 United States

Tax Exempt? N **Tax Exempt ID:**

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------	----------	-----	----------	--------------	----------

after receipt of an approved invoice.

RELEASES/ORDERS: Ordering department must supply the Purchasing Order number, the departments name, number and name of the person placing the order. Failure to provide this may delay payment of invoice.

FUNDING OUT CLAUSE: If the San Joaquin County Board of Supervisors fail to appropriate funds to enable County departments to continue to make purchases under this Agreement, this Agreement will be cancelled and the Vendor given written notice of such cancellation.

EXCEEDING DOLLAR LIMIT: The County shall not be obligated to pay the Vendor for cost incurred in excess of the Total PO Amount listed on this Purchase Order, and the Vendor shall not continue performance in excess of the Total PO Amount until the County Purchasing Agent has increased the Total PO Amount by written Notification.

INDEMNIFICATION: The CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the CONTRACTOR, its employees, officers, agents or Subcontractors.

The CONTRACTOR shall hold the COUNTY, the County of San Joaquin and its employees, officers, directors, and agents, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

INSURANCE: Contractor shall not commence work until all insurance requirements have been met: <https://www.sjgov.org/insurance>. Contractor agrees to be responsible to ensure requirements set forth are also met by the Contractor's subcontractors

ASSIGNMENTS: Inasmuch as this Agreement is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent shall be considered null and void.

Total PO Amount

185,700.00

INTERNAL PURPOSES ONLY:

cc to vendor
 cc to department
 cc to dept accounting
 REQ ID: 0000077493

Authorized Signature

Linda Gow

WEB INTELLIGENCE INVESTIGATION PLATFORM

Price Quotation



Issued for: San Joaquin County Sheriff Office

Quote #: [REDACTED]

Date: 10-17-23

Notice

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Price Quotation

Date	Proposal ID	Payment Terms	Effective From	Effective To
10-17-23	SJCSCO – 3916-BW2	Net 30	10-17-23	12-31-23
Customer Contact		Cobwebs America Inc Contact		
Justin Ward , Sgt. Email: jeward@sjgov.org Phone: 209-938-7999				
Bill To –		Ship To -		
SJCSCO		SJCSCO (ESD, nothing ships)		

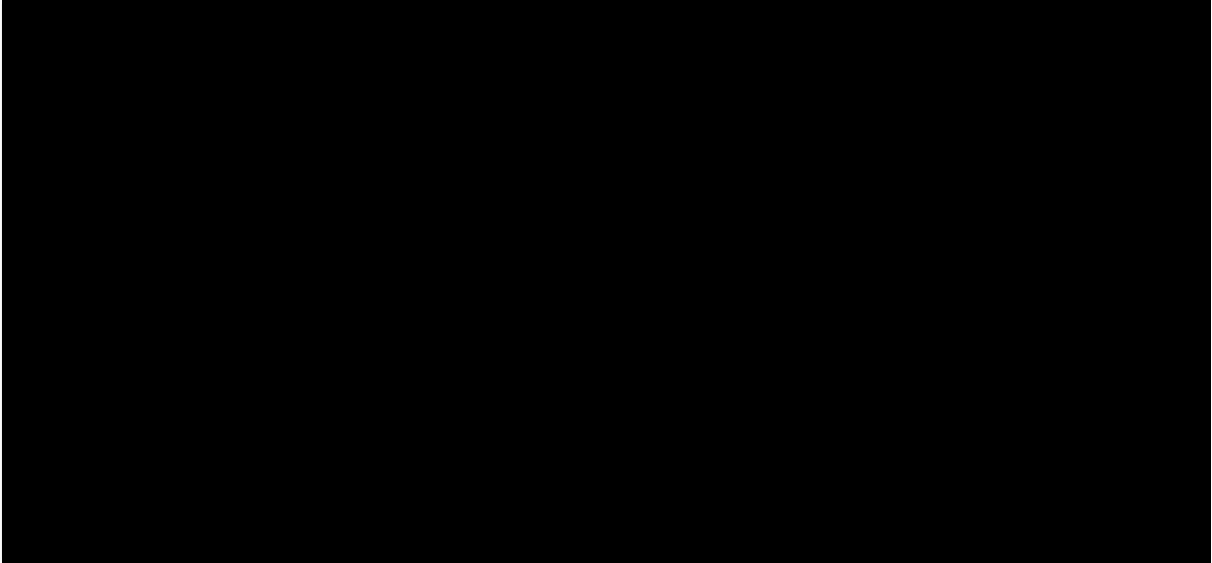
Tangles Program Description	Qty	Unit Price per 12 Months (\$ USD)	Total per 24 Months (\$ USD)
Discount, [REDACTED]	1		-\$2,300
Total			\$185,700

Payment Terms

Milestones	Payment amount	Payment Schedule	Term
System delivery	\$185,700	USD Payment	N30 upon invoice

Note this pricing assumes a direct purchase from the government; if the government decides to purchase through an intermediary they may add a percentage-based fee to cover their administrative costs. Local sales taxes may need to be added unless the agency is tax exempt.

1.1 Optional Annual Subscription(s)



2. Terms and Conditions

2.1 Proprietary and confidential information

Nothing in this Proposal shall be deemed to grant to the Customer and/or End User any rights in patents, copyrights, proprietary information and trade secrets in the hardware, licensed software, documentation and services (collectively, the Deliverables). Customer and/or the End User shall retain and shall not remove or destroy any copyright, trademark, logos or other intellectual property rights legends or notices placed or contained in the Deliverables.

The Terms of this Proposal are confidential and may only be disclosed on a need to know basis, and in any event, may not be disclosed to any third party. Customer and End Users are prohibited from disclosing use of the Deliverables, names of Cobwebs' tools and technologies, the existence of this agreement or the relationship between Customers and End Users and Cobwebs to any third party, without the prior written consent of Cobwebs. Customers and End Users affirm that they will not reference Cobwebs (including any Cobwebs tool or technology) or use the output of the Deliverables in any judicial, regulatory or other government proceeding or disclose such information publicly in any forum, without Cobwebs' prior written consent. In addition, Customers and End Users shall refrain from referencing Cobwebs and any Cobwebs tool or technology in using the Deliverables electronically.

2.2 Product and software licenses

The Deliverables, including the licensed software and the documentation are owned by Cobwebs and/or its affiliates and/or its suppliers and are protected by patent, trade secrets, trademarks, and copyright laws and international treaty provisions. Cobwebs will grant to the End User a limited, non-transferable and non-exclusive license to the extent required to use and operate the licensed software pursuant to the Terms of this Proposal. The grant for this license is included in the proposed price.

Restrictions On Use: Neither the Customer nor the End Users shall, without Cobwebs' prior written permission (i) use or permit the use of the licensed software and/or the documentation for any purpose or use other than the operation of the product supplied by Cobwebs in accordance with its intended use; (ii) transfer, export, resell, ship or divert the licensed software and/or the documentation to any third party; (iii) reverse engineer, disassemble, or decompile the licensed software in any form or by any means or modify the licensed software or (iv) copy the licensed software and/or the documentation.

All products are provided with a 90-day temporary license. A perpetual license key shall be provided to the End User upon completion of payments, and subject to compliance with the Terms of this proposal.

2.3 Taxes

The prices in this Proposal do not include any customs, duties, value added tax or any other assessments which may be levied by the relevant authorities. Any such amounts, whether withheld at source or otherwise, will be paid by the Customer/End Users. In order to avoid any doubt, in the event that taxes are withheld, then such withholding taxes shall be added to the payment due Cobwebs, and the Proposal price shall be grossed up to include such taxes.

2.4 Limitation of liability

COBWEBS makes, and Customer and End User receive, no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of this Agreement, the Services and Deliverables provided pursuant to it. COBWEBS specifically disclaims any implied warranty of merchantability, fitness for a particular purpose and non-infringement of any third party rights. In no event shall COBWEBS be liable for indirect, consequential or incidental damages (including damages for loss of profits, revenue, data or use) arising out of this Agreement or incurred by any Customer or End User, whether in an action in contract or tort, even if COBWEBS has been advised of the possibility of such damages. COBWEBS maximum amount of liability for damages hereunder shall in no event exceed the amount paid by the Customer or End User directly to COBWEBS and nothing else.

2.5 Operation – product and software

Use of the Deliverables shall be in accordance with applicable laws and shall be the exclusive province and responsibility of Customer and the End Users. Cobwebs will not engage in operation or use of Deliverables on behalf of Customer or End Users. Customer and/or End Users shall indemnify Cobwebs and its suppliers for any claims made against Cobwebs and/or its suppliers in this regard. To the extent that use of certain aspects of the Deliverables, require use of an account and password, Customer and End Users are solely responsible for maintaining the confidentiality of the account and password and for restricting access to computers, and agree to accept responsibility for all activities that occur under any account or password. Customer may be liable for losses incurred by Cobwebs or others due to any unauthorized use of the Deliverables, including any software, services or account.

2.6 Permits

It should be the exclusive responsibility of the Customer to obtain any, and all, applicable permits, including but not limited to, marketing and export permits, as may be required under applicable export control law.

2.7 Data Access and Privacy Policy

Customers and End Users may choose to allow the Deliverables to automatically retrieve data from your system(s) or third-party systems, accounts or web sources or services or to call the servers of other websites or services solely at the direction of and as a convenience to Customers and End Users (individually or collectively "Third Party Sites"), on your behalf and/or you may use the Deliverables to do so, at your direction. Customer and End Users agree that all actions taken through the Deliverables are the acts of the Customer and its End Users and not Cobwebs. In order to connect the Deliverables to access or retrieve data from any third-party system, services or Third Party Sites, Customer and End Users hereby agree that such connection, access or retrieval shall be done at their sole direction and control.

Customer and End Users represent and warrant that they have all valid, relevant legal authority to carry out search activities and online access of your systems or Third-Party Sites, online accounts or other web sources, pursuant to relevant law governing their law enforcement or similar governmental role and pursuant to the relevant law governing the jurisdiction(s) in which they operate. Customer and End Users represent and warrant that they have permission, authority and rights to use the Deliverables to access Third Party Sites, online accounts or other web sources and/or to allow automatic access to such system(s), services, Third Party Sites, online accounts or other web sources and retrieve data therefrom by indicating the same within the user interface of the Deliverables. Customers and End Users represent and warrant that their use of the Deliverables will not violate any relevant terms of service, privacy policy, other agreements governing such Third-Party Sites, accounts or web sources, or any express or implied communication, request or demand from any third party. Customers and End Users represent and warrant that they have the right to access Third Party Sites, online accounts or other web sources pursuant to relevant terms of service or other agreements governing such accounts or web sources, or other valid sources of legal authority. Any action performed in the Deliverables by the Customer or End Users and/or data storage and/or any possible violation of a Third-Party Site's, online account's or other web source's policies or terms are the sole responsibility of Customer and its End Users and are acts carried out by Customer and its End Users. Cobwebs disclaims any and all liability associated with accessing and retrieving data from such system(s), services, Third Party Sites, accounts or web sources. IF AT ANY TIME CUSTOMER DOES NOT HAVE THE RIGHT AND AUTHORITY TO USE THE DELIVERABLES TO ACCESS, RETRIEVE DATA OR CONNECT TO OR TO AUTOMATICALLY ACCESS, RETRIEVE DATA OR CONNECT TO SUCH SYSTEM(S), SERVICE(S), THIRD PARTY SITES, ACCOUNTS OR WEB SOURCES, THEN CUSTOMER AND END USERS HEREBY AGREE TO IMMEDIATELY CEASE USE OF THE DELIVERABLES AND CEASE ACCESS TO SUCH RESOURCES.

Restrictions on use: Neither the Customer nor the End Users shall, without Cobwebs' written permission (i) use or permit the use of the Deliverables, including the licensed software and/or the documentation, for any purpose or use other than the operation of the product supplied by Cobwebs in accordance with its intended use; (ii) divert the Deliverables, including the licensed software and/or the documentation, to any third party; (iii) reverse engineer or decompile the licensed software in any form or by any means or modify the licensed software or (iv) copy the Deliverables, including the licensed software and/or the documentation.

The Deliverables enable effective searches of open source information from the web. As a policy, Cobwebs doesn't intentionally collect or store personal information in its databases for any usage.

Customer and End Users represent, warrant, and agree that: (a) they have obtained data lawfully, and such data does not and will not violate any applicable laws or any person or entity's rights, including such person's privacy, proprietary or intellectual property or moral rights; (b) the data is free of all viruses, Trojan horses, and other



elements that could interrupt or harm the systems or software of Cobwebs; (c) Customer and End Users are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to data accessed, collected and/or stored hereunder; and (d) the data complies with the terms of these Terms. For purposes of clarity, Cobwebs takes no responsibility and assumes no liability for any data, and Customer and End Users will be solely responsible for their data and the consequences of access, collecting, storing, sharing or disclosing it hereunder. Cobwebs will not be responsible for any backup, recovery or other steps required to ensure that data is recoverable in the case of data loss. Customer and End Users are solely responsible for backing up their data on a regular basis, and taking appropriate steps to safeguard and ensure the integrity of their data.

2.8 Product and software licenses

The licensed software and the documentation are owned by Cobwebs and/or its affiliates and/or its suppliers and are protected by patent, trade secrets, trademarks, and copyright laws and international treaty provisions. Cobwebs will grant to the Customer and its End Users a limited, non-transferable and non-exclusive license to the extent required to use and operate it pursuant to the Terms of this Proposal. The grant for this license is included in the proposed price.

2.9 Indemnity

Customer and End User agree to defend, indemnify and hold harmless COBWEBS (as defined in ¶4.4) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Customer's and/or End Users' modification or misuse of and/or improper granting of access to the Deliverables; (b) Customer's or End Users' violation of any of the terms of this Agreement including without limitation, breach of any of the representations and warranties above; (c) Customer's and/or End Users' violation of or data violating any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) Customer's and/or End Users' violation of any law, rule or regulation of the United States or any other country; (e) any claim for damages that arise as a result of any of Customer's and/or End Users' data or any other data that are collected or submitted through use of the Deliverables; or (f) any other party's access and use of the Deliverables provided by Customer and/or End Users. Cobwebs will have the right to control the defense, settlement, adjustment or compromise of any such claims, actions or proceedings by using counsel selected by Cobwebs. Cobwebs will use reasonable efforts to notify Customer of any such claims, actions, or proceedings upon becoming aware of the same.

2.10 Miscellaneous

Notice and Modifications. Cobwebs may provide Customer and End Users with notices, including those regarding changes to Cobwebs terms and conditions, by email, regular mail, or postings on a service through the Deliverables. Notice will be deemed given twenty-four (24) hours after email is sent, unless Cobwebs is notified that the email



address is invalid. Alternatively, Cobwebs may give Customer legal notice by mail to a postal address, if provided by Customer. In such case, notice will be deemed given three days after the date of mailing. Notice posted on a service through the Deliverables is deemed given five (5) days following the initial posting. Cobwebs reserves the right to determine the form and means of providing notifications to Customer and End Users. Cobwebs is not responsible for any automatic filtering Customer, End Users or their network providers may apply to email notifications Cobwebs sends to the email address provided. Cobwebs may, in its sole discretion, modify or update these Terms from time to time, and so Customer and End Users should review this page periodically. Customers' or End Users' continued use of the Service after any notice of change constitutes acceptance of the new Terms. If any such revision is unacceptable to Customer or End Users, their only remedy is to cease use of Cobwebs Deliverables. If Customer or End Users do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Deliverables.

Waiver. The failure of Cobwebs to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Cobwebs.

Severability. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions; except that in the event of unenforceability of the Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

Assignment. These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by Customer or End Users, but may be assigned by Cobwebs without restriction or any need for authorization from Customer.

Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration.

Headings. The heading references herein are for convenience only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

Entire Agreement. This, including the agreements incorporated by reference, constitutes the entire agreement between you and Cobwebs relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change made by Cobwebs as set forth in these Terms.

2.11 Governing Law; Venue; Waiver of Jury Trial

This Agreement and any dispute of any sort that might arise between the Parties shall be governed by the laws of the State of New York without regard to choice of law principles. The federal and state courts located in City, County and State of New York shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. The Parties hereby expressly consent to such exclusive jurisdiction and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each Party waives the right to trial by jury in any action arising out of or relating to this Agreement.



COBWEBS AMERICA INC

Unique Entity ID GD67JZM12S72	CAGE / NCAGE 8AZV1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 2, 2024	
Physical Address 1441 Broadway FL 5 New York, New York 10018-1905 United States	Mailing Address 1441 Broadway FL 5 New York, New York 10018-1905 United States	

Business Information

Doing Business as (blank)	Division Name Cwus20188	Division Number (blank)
Congressional District New York 12	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates

Activation Date Nov 15, 2023	Submission Date Nov 3, 2023	Initial Registration Date Jan 30, 2019
--	---------------------------------------	--

Entity Dates

Entity Start Date Dec 12, 2018	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 0K6H9	Legal Business Name PEN-LINK, LTD.
----------------------	--

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
--	--	--

Profit Structure

For Profit Organization

Socio-Economic Types**Self Certified Small Disadvantaged Business**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
8AZV1

Points of Contact**Electronic Business**

👤
Eyal Bachar, Managing Director

**1441 Broadway FL 5
New York, New York 10018
United States**

Government Business

👤
Eyal Bachar, Managing Director

**1441 Broadway FL 5
New York, New York 10018
United States**

Past Performance

👤
Eyal Bachar, Managing Director

**1441 Broadway
Suite 5019
Ny, New York 10018
United States**

Service Classifications**NAICS Codes**

Primary
Yes

NAICS Codes
513210

NAICS Title
Software Publishers

Product and Service Codes

PSC

PSC Name

B506

Special Studies/Analysis- Data (Other Than Scientific)

B529

Special Studies/Analysis- Scientific Data

Disaster Response

This entity does not appear in the disaster response registry.

EXHIBIT Z – ADDITIONAL FEDERAL GRANT CLAUSES

**APPENDIX II TO PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

https://www.ecfr.gov/current/title_2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200

Please review and check the appropriate boxes to determine the applicability of provisions to the federally funded contract or purchase order. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit Z shall control.

§200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

DEBARMENT AND SUSPENSION – Executive Orders 12549 and 12689 (All)

Unique ID # **GD67JZM12S72** (Include Print Screen from <https://sam.gov/content/home>)
see end of doc

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180.22 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by San Joaquin County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the primary recipient and San Joaquin County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

§200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 PROCUREMENT OF RECOVERED MATERIALS (All)

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.

- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

THE GRANT IS FUNDED THROUGH A FEMA GRANT OR COOPERATIVE AGREEMENT.
IF CHECKED, PROVISIONS 1 THROUGH 5 APPLY.

1. Access to Records. (All)

- a. The Contractor agrees to provide the San Joaquin County, the primary recipient of the federal funding, if any, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2. DHS Seal, Logo, and Flags. (All)

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3. Compliance with Federal Law, Regulations, and Executive Orders. (All)

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. No Obligation by the Federal Government. (All)

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5. Fraud and False or Fraudulent Statements or Related Acts. (All)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

EQUAL EMPLOYMENT OPPORTUNITY (Construction Work > \$2,000))

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

- Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT. 40 U.S.C. 3141-3148 (Construction Contracts > \$2,000)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COPELAND "ANTI-KICKBACK" ACT. (Construction Contracts > \$2,000)

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency ("FEMA") may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

TERMINATION FOR CAUSE AND CONVENIENCE. (Contracts > \$10,000)

- a. Termination for cause. The County reserves the right to cancel this contract if goods or services are not delivered as directed within the time specified. In case of default by Contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- b. Termination for convenience. At any time, with or without cause, the County shall have the right, in its sole discretion, to terminate this contract by giving written notice to Contractor. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice by personal delivery or mail. The County shall pay Contractor as full compensation for performance up to the date of such termination: (1) the unit or pro rata bid price for the delivered and accepted portion of goods or work completed up to the point of termination; and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor as approved by the County, with respect to the undelivered or unaccepted portion of this contract; provided compensation hereunder shall in no event exceed the total Bid price.

BYRD ANTI-LOBBYING AMENDMENT – 31 U.S.C. 1352 (Contract > \$100,000) – ATTACHMENT A

- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, provided in Attachment A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – 40 U.S.C. 3701-3708 (Contract > \$100,000)

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Provision, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Provision.

- c. Withholding for unpaid wages and liquidated damages. San Joaquin County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Provision.
- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this Provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this Provision.

[SPACE INTENTIONALLY LEFT BLANK]

CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT AND REMEDIES
(Contract > \$150,000)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.
- b. The Contractor agrees to report each violation to San Joaquin County and understands and agrees that San Joaquin County will, in turn, report each violation as required to assure notification to the primary recipient, FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
 - d. In the event the Contractor breaches any part of the contract, the County may procure the articles or services from other sources and the Contractor must compensate the County for the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such procurement is made. Such payment may be deducted from any monies due, or that may thereafter become due to the Contractor. The exercise by the County of this remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

Dated this 4th day of Decemeber of the year 2023

Name of organization: ___Cobwebs Technologies_____

Signature: 

Printed Name and title: ___Charlie Stone, VP Sales_____

ATTACHMENT "A"

Byrd Anti-Lobbying Amendment

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Check here if not applicable

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Cobwebs Technologies, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Charlie Stone, Vice President Sales

Name and Title of Contractor's Authorized Official



Signature of Contractor's Authorized Official

Dec 4, 2023

Date

User	UserId	UserIP	UserRole	Action	Description	ActionTime
user1@s1113			Admin	Change Password	user15@s1113	2/8/2024 12:36
user1@s1113			Admin	Change Password	user15@s1113	2/8/2024 12:36
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user1@s1113			Admin	Change LastName	Investigations to Lassas	2/8/2024 12:36
user1@s1113			Admin	Change Role	Analyst to TeamLeader	2/8/2024 12:36
user1@s1113			Admin	Add Email		2/8/2024 12:36
user1@s1113			Admin	Change Password	user14@s1113	2/8/2024 12:36
user1@s1113			Admin	Change Password	user14@s1113	2/8/2024 12:36
user1@s1113			Admin	Change Email		2/8/2024 12:36
user1@s1113			Admin	Change Role	Analyst to TeamLeader	2/8/2024 12:35
user1@s1113			Admin	Change Password	user14@s1113	2/8/2024 12:35
user1@s1113			Admin	Change FirstName	Property to Brian	2/8/2024 12:35
user1@s1113			Admin	Change LastName	Investigations to Rust	2/8/2024 12:35
user1@s1113			Admin	Add Email		2/8/2024 12:35
user1@s1113			Admin	Change Password	user13@s1113	2/8/2024 12:35
user1@s1113			Admin	Change LastName	Investigations to Dargy	2/8/2024 12:35
user1@s1113			Admin	Change Role	Analyst to TeamLeader	2/8/2024 12:35
user1@s1113			Admin	Change Password	user13@s1113	2/8/2024 12:35
user1@s1113			Admin	Change FirstName	Persons to Matthew	2/8/2024 12:35
user1@s1113			Admin	Add Email		2/8/2024 12:35
user1@s1113			Admin	Change Password	user12@s1113	2/8/2024 12:35
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user1@s1113			Admin	Change FirstName	METRO to Jeremy	2/8/2024 12:34
user1@s1113			Admin	Change LastName	METRO to Davis	2/8/2024 12:34
user1@s1113			Admin	Change Role	Analyst to TeamLeader	2/8/2024 12:34
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user1@s1113			Admin	Change Role	Analyst to TeamLeader	2/8/2024 12:34
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user1@s1113			Admin	Change FirstName	Cold Case to Michael	2/8/2024 12:33
user1@s1113			Admin	Change LastName	Investigations to Knight	2/8/2024 12:33
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user1@s1113			Admin	Change LastName	SSD to Ancrile	2/8/2024 12:32
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user1@s1113			Admin	Change Password	user6@s1113	2/8/2024 12:30
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user1@s1113			Admin	Add Email		2/8/2024 12:29
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user1@s1113			Admin	Add Email		2/8/2024 12:29
user1@s1113			Admin	Change Password	user2@s1113	2/8/2024 12:28
user1@s1113			Admin	Change Password	user2@s1113	2/8/2024 12:28
user1@s1113			Admin	Add PhoneNumber		2/8/2024 12:28
user1@s1113			Admin	Add Email		2/8/2024 12:28
user1@s1113			Admin	Change Password	user1@s1113	2/8/2024 12:27
user1@s1113			Admin	Change Password	user1@s1113	2/8/2024 12:27
user1@s1113			Admin	Add PhoneNumber		2/8/2024 12:27

