

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 9/2/15

From: James Rooney  
(Department Head - please type)

Phone Ext. 454

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

9-22-15

Department Head Signature James Rooney

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
**REQUEST FOR APPROVAL OF ROLL CORRECTIONS WHICH EXCEED 50% OF THE ORIGINAL VALUE OR A DECREASE OF \$150,000 OR MORE. APN 008-030-032-000, 023-020-089-000, 030-080-126-000 & 044-340-025-000.**

Recommendation/Requested Action:

**APPROVE**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Committee Review? Name \_\_\_\_\_ N/A

Comments: \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GO  
 Auditor YOR GSA Director Hop  
 CAO ab Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Auditor

### FOR CLERK USE ONLY

Meeting Date 9-22-15 Time \_\_\_\_\_ Item # 2a

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____ Department _____ For meeting _____ of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____		

Asmt  Tax Year  R/C #  Roll Type  Fee Parcel  Originating Asmt  From TRA  New TRA

008-030-032-000 2015 A0107 A 008-030-032-000 008-030-032-000 003-005 003-005

R&T 1  51 R&T 2   N Taxroll Asmt Only  Y Value History  Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	861,231	517,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE <input type="checkbox"/>	Net Change	-344,231	Supl Change	

Owner SHENANDOAH RIDGE LLC  
Mailing Address 5625 RED VALLEY RD  
IONE CA 95640

Situs

Bill Comments **PROP 8 VALUE ADJUSTMENT**

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates  From 1  From 2  Thru

10% PP Penalty  N  
Restricted  N  
Timber Preserve  N  
5151 Interest  N  
506 Interest  N

TaxBill Days  R/C Date  Created By

Aug 11, 2015 TM

Print R/C Wks  C  
Print R/C Letter  P  
R/C Completed  C

Appraiser  Initials  Date

Supv Appr  Initials  Date

Chief Appr  Initials  Date

Asmt Clerk  Initials  Date

Off Mgr  Initials  Date

Assessor  Signature  Date

Auditor  Signature  Date

County Counsel  Signature  Date

tmillbourne 08/11/2015

Asmt: 023-020-089-000 Tax Year: 2015 R/C #: A0111 Roll Type: A Fee Parcel: 023-020-089-000 Originating Asmt: 023-020-089-000 From TRA: 052-086 New TRA: 052-086

R&T 1: 51 R&T 2: Taxroll Asmt Only: N Value History: Y Taxability Code:

	Roll Value	New Value	Sup From Net	Sup To Net
Land	223,838	90,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-133,838	Supl Change	

Owner: ERICKSON ELAINE 2004 SEPARATE PROPERTY TRUST  
Mailing Address: 19149 OAHU LN SARATOGA CA 95070

Situs: \_\_\_\_\_  
Bill Comments: PROP 8 VALUE ADJUSTMENT

Supl Info: 10% PP Penalty: N, Restricted: N, Timber Preserve: N, 5151 Interest: N, 506 Interest: N  
Event From/Thru Dates: \_\_\_\_\_  
Ownership From/Thru Dates: \_\_\_\_\_  
506/5151 From/Thru Dates: \_\_\_\_\_

TaxBill Days: \_\_\_\_\_  
R/C Date: Aug 11, 2015  
Created By: tm  
Print R/C Wks: C  
Print R/C Letter: P  
R/C Completed: C

Appraiser: \_\_\_\_\_  
Supv Appr: \_\_\_\_\_  
Chief Appr: \_\_\_\_\_  
Asmt Clerk: \_\_\_\_\_  
Off Mgr: \_\_\_\_\_

Assessor Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Auditor Signature: \_\_\_\_\_ Date: \_\_\_\_\_ County Counsel Signature: \_\_\_\_\_ Date: \_\_\_\_\_

tmilbourne 08/11/2015

Asmt: 030-080-126-000 Tax Year: 2015 R/C #: A0071 Roll Type: A Fee Parcel: 030-080-126-000 Originating Asmt: 030-080-126-000 From TRA: 052-011 New TRA: 052-011

R&T 1: 51 R&T 2: Taxroll Asmt Only: N Value History: Y Taxability Code:

	Roll Value	New Value	Sup From Net	Sup To Net
Land	255,740	70,000		
Structure	409,734	425,000		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE				
Net Change		-170,474		

Owner: TURRETTO GREGORY A & PHYLLISS A  
Mailing Address: PO BOX 1130 PINE GROVE CA 95665-1130

Situs: 13930 LOGANS ALLEY  
Bill Comments: PROP 8 VALUE ADJUSTMENT

Supl Info: 10% PP Penalty: N, Restricted: N, Timber Preserve: N, 5151 Interest: N, 506 Interest: N  
Event From/Thru Dates: [ ] [ ]  
Ownership From/Thru Dates: [ ] [ ]  
506/5151 From/Thru Dates: [ ] [ ] [ ] [ ]

TaxBill Days: [ ] [ ]  
R/C Date: Aug 7, 2015  
Created By: TM  
Print R/C Wks: [ ] [ ] [ ] [ ]  
Print R/C Letter: [ ] [ ]  
R/C Completed: [ ] [ ]

Appraiser: [ ] [ ] [ ] [ ]  
Supv Appr: [ ] [ ] [ ] [ ]  
Chief Appr: [ ] [ ] [ ] [ ]  
Asmt Clerk: [ ] [ ] [ ] [ ]  
Off Mgr: [ ] [ ] [ ] [ ]

Assessor: [Signature] [Date] Auditor: [Signature] [Date]  
County Counsel: [Signature] [Date]



County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt  Tax Year  R/C #  Roll Type  Fee Parcel  Originating Asmt  From TRA  New TRA

R&T 1  R&T 2  Taxroll Asmt Only  Value History  Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	163,402	41,600		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
Net Change		-121,802		
Supl Change				

Owner SOARES SUZANN  
Mailing Address 4561 CLIPPER DR  
DISCOVERY BAY CA 94505-9245

Situs 1635 THOMAS DR  
Bill Comments PROP 8 VALUE ADJUSTMENT

Supl Info

Event From/Thru Dates

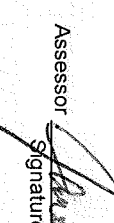
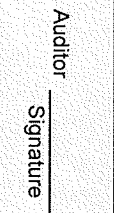
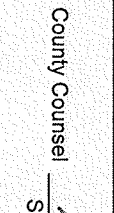
Ownership From/Thru Dates

506/5151 From/Thru Dates From 1  From 2  Thru

10% PP Penalty   
Restricted   
Timber Preserve   
5151 Interest   
506 Interest

Taxbill Days  R/C Date  Created By   
Print R/C Wks   
Print R/C Letter   
R/C Completed

Appraiser  Initials  Date   
Supv Appr  Initials  Date   
Chief Appr  Initials  Date   
Asmt Clerk  Initials  Date   
Off Mgr  Initials  Date

Assessor  Signature  Date  Auditor  Signature  Date   
County Counsel  Signature  Date

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**  
 Date: 09/15/2015

From: Chuck Iley, County Administrative Officer Phone Ext. 470  
(Department Head - please type)

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested: <u>09/22/2015</u>	

Department Head Signature 

Agenda Title: 2015-2016 Final Budget

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
**Resolutions adopting Final County Budgets for the 2015-2016 Fiscal Year in accordance with Section 29088 of the Government Code: General Governmental Funds, Internal Service Funds, Enterprise Funds and County Owned Special Districts.**

Recommendation/Requested Action:  
**Approve Adoption of Budgets**

Fiscal Impacts (attach budget transfer form if appropriate) <b>See attached spreadsheet for Category &amp; Dept. Totals</b>	Staffing Impacts
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Is a 4/5ths vote required? Yes <input checked="" type="radio"/> No <input type="radio"/>	Contract Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Resolution Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Ordinance Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Comments: _____ _____
Committee Review? Name _____ N/A <input type="checkbox"/> Committee Recommendation: _____ _____	

Request Reviewed by:

Chairman _____	Counsel _____
Auditor <u>JOR</u>	GSA Director <u>HP</u>
CAO <u>AK</u>	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Auditor

### FOR CLERK USE ONLY

Meeting Date <u>9-22-15</u>	Time _____	Item # <u>3a</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

Distributed on _____	A new ATF is required from _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	Department _____	
_____	For meeting of _____	

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING 2015-2016	)	RESOLUTION NO.
FISCAL YEAR COUNTY FINAL BUDGET	)	
FOR GOVERNMENTAL FUNDS	)	

WHEREAS, Section 29080 and 29081 of the Government Code have been complied with; and

WHEREAS, said hearings have been terminated, during which time all additions and deletions to the proposed budget for the 2014-2015 fiscal year were made.

THEREFORE, BE IT RESOLVED in accordance with Section 29089 of the Government Code, the 2015-2016 fiscal year final budgets for the County of Amador are hereby adopted in accordance with the following:

**2015 – 2016 Total Expenditures Appropriated:**

1.	Salaries and Employee Benefits	\$36,891,776.00
2.	Services and Supplies	14,167,836.00
3.	Other Charges	11,186,816.00
4.	Transfers and Other Charges	6,870,758.00
5.	Capital Assets	4,345,223.00
6.	Interfund Transfers (A87)	(77,705.00 )
7.	Appropriations for Contingencies	1,000,000.00
8.	Provision for Reserves/Designations	2,236,850.00

<b>GRAND TOTAL</b>	<b>\$76,621,554.00</b>
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BE IT HEREBY FURTHER RESOLVED that the appropriations for each budget unit which constitutes the respective totals for each to the objects and subobjects of the expenditures listed in the proposed budget and as altered through additions or subtractions are hereby adopted by reference.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 22nd day of September 2015, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING 2015-2016	)	RESOLUTION NO.
FISCAL YEAR COUNTY FINAL BUDGET	)	
FOR OTHER FUNDS	)	

WHEREAS, Section 29080 and 29081 of the Government Code have been complied with; and

WHEREAS, said hearings have been terminated, during which time all additions and deletions to the proposed budget for the 2015-2016 fiscal year were made.

THEREFORE, BE IT RESOLVED in accordance with Section 29089 of the Government Code, the 2015-2016 fiscal year final budgets for the County of Amador are hereby adopted in accordance with the following:

**2015 – 2016 Total Expenditures Appropriated:**

1.	Communications (ISF)	\$ 219,844.00
2.	Insurance (ISF)	2,375,515.00
3.	GSA – Motor Pool (ISF)	1,065,960.00
4.	GSA – Support Services (ISF)	747,934.00
5.	Waste Management	549,024.00
6.	Airport	575,489.00
7.	Victory Lighting	3,234.00
8.	County Service Area No. #3 Bond	77,294.00
9.	County Service Area #4 Martell Drainage	12,146.00
10.	County Service Area #5	107,186.00
11.	County Service Area #6	14,000.00
12.	County Service Area #8 Carbondale	30,215.00

<b>GRAND TOTAL</b>	<b>\$5,777,841.00</b>
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BE IT HEREBY FURTHER RESOLVED that the appropriations for each budget unit which constitutes the respective totals for each to the objects and subobjects of the expenditures listed in the proposed budget and as altered through additions or subtractions are hereby adopted by reference.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 22nd day of September 2015, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors



AMADOR COUNTY  
FISCAL YEAR 2015-2016  
APPROPRIATIONS

FUND	DEPARTMENT	SALARIES & BENEFITS	SERVICES & SUPPLIES	OTHER CHARGES	TRANSFERS & OTHER CHARGES	CAPITAL ASSETS	A87	CONTINGENCIES	RESERVES/DESIGNATIONS	TOTAL
GOVERNMENT FUNDS										
10500 RESERVES										
TOTAL MEMORIAL HALL										
11000	11000	650,716.00	233,704.00	0.00	0.00	0.00	0.00	0.00	697.00	697.00
11000	1105	337,303.00	9,706.00				347,281.00			1,231,701.00
11000	1200	646,017.00	129,458.00				20,710.00			367,719.00
11000	1210	178,655.00	12,419.00				(576,805.00)			198,670.00
11000	1220	998,387.00	119,722.00				28,107.00			219,181.00
11000	1230	259,335.00	121,815.00				92,340.00			1,210,449.00
11000	1300	702,403.00	337,042.00				29,527.00			410,677.00
11000	1400	313,826.00	92,905.00				(317,032.00)			722,413.00
11000	1510	283,058.00	153,972.00				(456,786.00)			(30,055.00)
11000	1700	898,816.00	318,591.00				77,082.00			514,112.00
11000	1710	51,782.00	14,580.00				(721,206.00)			496,201.00
11000	1800						38,388.00			104,750.00
11000	1900				3,545,579.00		(592,189.00)			(592,189.00)
11000	1902				3,325,179.00		(123,550.00)			3,422,029.00
11000	1910			141,200.00			153.00			148,353.00
11000	1940	212,113.00	13,569.00				34,350.00			260,032.00
11000	1970	767,997.00	36,571.00				(218,518.00)			586,050.00
11000	1990		0.00	20,000.00			2,717.00			22,717.00
11000	2120	3,152,385.00	250,695.00			17,400.00	167,638.00			3,588,118.00
11000	2150		53,675.00				(6,701.00)			46,974.00
11000	2180	33,850.00	817,334.00				24,282.00			875,466.00
11000	2190	120,958.00	9,241.00				13,193.00			143,392.00
11000	2210	5,989,517.00	906,403.00				305,379.00			7,201,299.00
11000	2211	558,740.00	5,029.00				26,799.00			590,568.00
11000	2212	1,089,436.00	53,194.00				18,598.00			1,161,228.00
11000	2213	19,170.00	4,732.00	125,000.00			18,540.00			167,442.00
11000	2310	3,075,060.00	617,863.00				163,543.00			3,854,466.00
11000	2350	1,776,631.00	349,270.00				117,245.00			2,243,146.00
11000	2440		498,368.00				3,788.00			502,156.00
11000	2550		15,288.00				1,005.00			16,293.00
11000	2610	449,875.00	118,758.00				37,456.00			606,089.00
11000	2620	495,602.00	33,376.00				62,220.00			591,198.00
11000	2700			128,109.00			224.00			128,333.00
11000	2710	452,387.00	143,040.00				75,882.00			671,309.00
11000	2720	143,356.00	199,826.00				5,470.00			348,652.00
11000	2730	206,318.00	107,420.00				35,976.00			349,714.00
11000	2740	158,766.00	10,800.00				24,125.00			193,691.00
11000	2750	156,341.00	21,501.00				4,042.00			181,884.00
11000	2770		53,550.00				(211.00)			53,339.00
11000	2780	315,870.00	165,603.00				32,802.00			514,275.00
11000	2790	503,068.00	200,438.00				120,244.00			823,750.00
11000	5300			44,500.00			16,012.00			60,512.00
11000	5500	94,654.00	32,663.00				6,918.00			134,215.00
11000	6200	446,817.00	156,528.00				88,550.00			691,895.00
11000	6310		121,046.00				4,630.00			125,676.00
11000	7100		120,864.00	20,000.00			134.00			140,998.00
11000	7200		12,652.00				4,859.00			17,511.00
11000	7210	34,160.00	13,377.00				28,047.00			75,584.00
11000	7899							1,000,000.00		1,000,000.00
TOTAL GENERAL FUND		25,571,348.00	6,693,588.00	478,809.00	6,870,758.00	17,400.00	(914,742.00)	1,000,000.00	0.00	39,717,162.00

AMADOR COUNTY  
FISCAL YEAR 2015-2016  
APPROPRIATIONS

FUND	DEPARTMENT	SALARIES & BENEFITS	SERVICES & SUPPLIES	OTHER CHARGES	OTHER CHARGES	TRANSFERS & OTHER CHARGES	CAPITAL ASSETS	A87	CONTINGENCIES	RESERVES/ DESIGNATIONS	TOTAL
11600	5106	3,835,596.00	1,330,272.00	266,200.00	48,000.00	298,081.00	5,778,149.00				5,778,149.00
11600	5201		4,653,500.00				4,653,500.00				4,653,500.00
	<b>TOTAL SOCIAL SERVICES FUND</b>	<b>3,835,596.00</b>	<b>1,330,272.00</b>	<b>4,919,700.00</b>	<b>0.00</b>	<b>298,081.00</b>	<b>48,000.00</b>	<b>298,081.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,431,649.00</b>
11700	4112	2,554,427.00	2,253,550.00	975,000.00		121,332.00	5,904,309.00				5,904,309.00
11700	4113	305,310.00	219,632.00	44,403.00		44,403.00	569,345.00				569,345.00
	<b>TOTAL BEHAVIORAL HEALTH FUND</b>	<b>2,859,737.00</b>	<b>2,473,182.00</b>	<b>975,000.00</b>	<b>0.00</b>	<b>165,735.00</b>	<b>6,473,654.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,473,654.00</b>
11800	2311	980,434.00	602,383.00	103,685.00		2,190.00	1,687,661.00				1,687,661.00
11800	4000		492,982.00			85,410.00	1,687,661.00				1,687,661.00
11800	4001			71,844.00		(524.00)	71,844.00				71,844.00
11800	4005	686,172.00	84,243.00	16,300.00		26,500.00	864,827.00				864,827.00
11800	4030		398.00			2,550.00	19,248.00				19,248.00
11800	4031	1,666,606.00	1,180,006.00	191,829.00		157,538.00	3,247,629.00				3,247,629.00
	<b>TOTAL HEALTH FUND</b>	<b>2,245,403.00</b>	<b>1,355,337.00</b>	<b>0.00</b>	<b>0.00</b>	<b>136,131.00</b>	<b>8,240,005.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,240,005.00</b>
12000	3000	2,245,403.00	1,013,725.00			3,564,673.00	6,959,632.00				6,959,632.00
12000	3010		207,212.00				207,212.00				207,212.00
12000	3021		134,400.00				134,400.00				134,400.00
	<b>TOTAL ROAD FUND</b>	<b>2,245,403.00</b>	<b>1,355,337.00</b>	<b>0.00</b>	<b>0.00</b>	<b>136,131.00</b>	<b>8,240,005.00</b>	<b>0.00</b>	<b>0.00</b>	<b>938,761.00</b>	<b>938,761.00</b>
15000	2520		830,000.00			716.00	830,716.00				830,716.00
	<b>TOTAL WATER DEVELOPMENT</b>	<b>0.00</b>	<b>830,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>716.00</b>	<b>830,716.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>830,716.00</b>
18100	1810	52,380.00	13,008.00			983.00	228,071.00				228,071.00
18100	1815	0.00	0.00			0.00	500,000.00				500,000.00
	<b>TOTAL COUNTY IMPROVEMENT</b>	<b>52,380.00</b>	<b>13,008.00</b>	<b>0.00</b>	<b>0.00</b>	<b>983.00</b>	<b>1,531,169.00</b>	<b>0.00</b>	<b>0.00</b>	<b>803,098.00</b>	<b>1,531,169.00</b>
20000	2760		1,000.00			884.00	1,884.00				1,884.00
	<b>TOTAL FISH AND GAME</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>884.00</b>	<b>2,014.00</b>	<b>0.00</b>	<b>0.00</b>	<b>130.00</b>	<b>2,014.00</b>
20500	2050	661,005.00	291,443.00	4,621,478.00		48,434.00	4,669,912.00				4,669,912.00
20500	2390					28,535.00	982,783.00				982,783.00
	<b>TOTAL LOCAL REVENUE</b>	<b>661,005.00</b>	<b>291,443.00</b>	<b>4,621,478.00</b>	<b>0.00</b>	<b>76,969.00</b>	<b>6,146,859.00</b>	<b>0.00</b>	<b>0.00</b>	<b>494,164.00</b>	<b>6,146,859.00</b>
	<b>TOTAL GOVERNMENT FUNDS</b>	<b>36,891,776.00</b>	<b>14,167,835.00</b>	<b>11,186,816.00</b>	<b>6,870,758.00</b>	<b>(77,705.00)</b>	<b>76,621,554.00</b>	<b>1,000,000.00</b>	<b>2,236,850.00</b>	<b>2,236,850.00</b>	<b>76,621,554.00</b>

AMADOR COUNTY  
FISCAL YEAR 2015-2016  
APPROPRIATIONS

FUND	DEPARTMENT	SALARIES & BENEFITS	SERVICES & SUPPLIES	TRANSFERS & OTHER CHARGES			CAPITAL ASSETS	AB7	CONTINGENCIES	RESERVES/ DESIGNATIONS	TOTAL
				OTHER CHARGES	OTHER CHARGES	CHARGES					
25200	INTERNAL SERVICE FUNDS	0.00	162,208.00	0.00	0.00	0.00	2,023.00	0.00	55,613.00	164,231.00	
25200	RESERVES								55,613.00	55,613.00	
	TOTAL COMMUNICATIONS		162,208.00	0.00	0.00	0.00	2,023.00	0.00	55,613.00	219,844.00	
26000		124,111.00	707,002.00				8,689.00			839,802.00	
26000		7962	436,070.00							436,070.00	
26000		7963	35,300.00							35,300.00	
26000		7964	43,000.00							43,000.00	
	TOTAL RESERVES								1,021,343.00	1,021,343.00	
	TOTAL INSURANCE	124,111.00	1,221,372.00	0.00	0.00	0.00	8,689.00	0.00	1,021,343.00	2,375,515.00	
28000		218,667.00	510,495.00				321,275.00			1,065,960.00	
	TOTAL MOTOR POOL	218,667.00	510,495.00	0.00	0.00	0.00	321,275.00	0.00	0.00	1,065,960.00	
28200	RESERVES	293,715.00	340,760.00	51,502.00						685,977.00	
	TOTAL GSA SUPPORT SERVICES	293,715.00	340,760.00	51,502.00	0.00	0.00	0.00	0.00	61,957.00	747,934.00	
	TOTAL INTERNAL SERVICE FUNDS	636,493.00	2,234,835.00	51,502.00	0.00	0.00	321,275.00	26,235.00	1,138,913.00	4,409,253.00	
28500	ENTERPRISE FUNDS	159,543.00	228,591.00	122,112.00			4,178.00			514,424.00	
	RESERVES								34,600.00	34,600.00	
	TOTAL WASTE MANAGEMENT	159,543.00	228,591.00	122,112.00	0.00	0.00	4,178.00	0.00	34,600.00	549,024.00	
29000	RESERVES	132,276.00	441,028.00	1,460.00					725.00	574,764.00	
	TOTAL AIRPORT	132,276.00	441,028.00	1,460.00	0.00	0.00	0.00	0.00	725.00	725.00	
	TOTAL ENTERPRISE FUNDS	291,819.00	669,619.00	123,572.00	0.00	0.00	4,178.00	0.00	35,325.00	1,124,513.00	
	COUNTY GOVERNED SPECIAL DISTRICTS										
	VICTORY LIGHTING		1,300.00						1,934.00	3,234.00	
	COUNTY SERVICE AREA #3		77,294.00							77,294.00	
	COUNTY SERVICE AREA #4		10,000.00						2,146.00	12,146.00	
	COUNTY SERVICE AREA #5		34,500.00						72,886.00	107,386.00	
	COUNTY SERVICE AREA #6		14,000.00							14,000.00	
	COUNTY SERVICE AREA #8		15,000.00						15,215.00	30,215.00	
	TOTAL COUNTY GOVERNED SPECIAL DISTRICTS		152,094.00	0.00	0.00	0.00	0.00	0.00	91,981.00	244,075.00	
	TOTAL ALL OTHER FUNDS	928,312.00	3,056,548.00	175,074.00	0.00	0.00	321,275.00	30,413.00	1,266,219.00	5,777,841.00	
	TOTAL ALL FUNDS	37,820,088.00	17,224,384.00	11,361,890.00	6,870,758.00	4,666,498.00	(47,292.00)	1,000,000.00	3,503,069.00	82,399,395.00	

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: September 10, 2015

From: Jon Hopkins, Director  
(Department Head - please type)

Phone Ext. X759

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:

09/22/15

Department Head Signature [Signature]

Agenda Title: Jail Expansion Project SB 863 Proposal

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

On June 10, 2015 Request for Proposals were released by The Board of State and Community Corrections (BSCC) for Senate Bill 863 which made funding available for construction and/or expansion of County Jails. Proposals were due August 28, 2015. All counties submitting proposals were subject to a technical review by BSCC prior to proposals being given to the Executive Steering Committee (ESC) for evaluation and rating. Please see the attached memo for details.

Recommendation: Approve the corrected resolution.

Recommendation/Requested Action:

See above

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts Unknown

Undetermined

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation:

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel \_\_\_\_\_

Auditor JOR

GSA Director HOP

CAO [Signature]

Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA Director - Jon Hopkins ; Auditor

### FOR CLERK USE ONLY

Meeting Date 9-22-15

Time \_\_\_\_\_

Item # 3b

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department \_\_\_\_\_

ATTEST: \_\_\_\_\_

For meeting \_\_\_\_\_

Clerk or Deputy Board Clerk

of \_\_\_\_\_

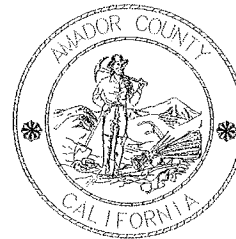


## **GENERAL SERVICES ADMINISTRATION**

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: [jhopkins@amadorgov.org](mailto:jhopkins@amadorgov.org)



### **MEMORANDUM**

**TO:** Board of Supervisors  
**FROM:** Jon Hopkins, GSA Director *JHP*  
**DATE:** September 11, 2015  
**RE:** Jail Expansion Project SB 863 Proposal

On June 10, 2015 Request for Proposals were released by The Board of State and Community Corrections (BSCC) for Senate Bill 863 which made funding available for construction and/or expansion of County Jails. Proposals were due August 28, 2015. All counties submitting proposals were subject to a technical review by BSCC prior to proposals being given to the Executive Steering Committee (ESC) for evaluation and rating.

On September 4, 2015 the County was notified of its specific proposal review and three (3) items were noted (see Exhibit 1). Of the three (3) items, the first item was an error and has been acknowledged as an error by BSCC (see Exhibit 2). Of the remaining two (2) items, the second item has been corrected. The third item requires a corrected resolution from the Board that added the authority for the Board Chairman to sign future documents. A draft resolution is attached showing the specific change which has been accepted by BSCC (see Exhibit 3). The County was required to respond to these corrections by September 11, 2015 in writing; of which we did (see Exhibit 4). The corrected resolution is required to be provided no later than 5:00pm October 2, 2015 to BSCC.

---

**Recommendation:** Approve the corrected resolution

**Lease Revenue Bond Proposal Technical Review**

County:	Amador	Funding::	SB863_2015	9/4/2015
Project Title:	Amador SB 863 New Housing, Programs and Treatment Services Facility	Proj Dir:	Kenneth Fitzpatrick	
Description:	A new facility north of the existing jail to add programming and medical and mental health treatment services space, and maximum security replacement beds.	Title:	Project Director II	
		Phone:	916-445-6027	
		Email:	kenneth.fitzpatrick@bscc.ca.gov	

Item	Pg	Section	Sub Section	Sub Item	Item #	Reviewer	RY	RN	OY	ON	C	NC	CTD
10	17	Prpsl Instructions CKlst	d		10	Kenneth Fitzpatrick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wet signature on original proposal													
<i>Wet signature missing (Page 2, Section E)</i>													
18	17	Prpsl Instructions CKlst	h		18	Ginger Wolfe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Section 5 narrative 1 inch margins													
<i>Margin size is incorrect - text of Section 5 is below the 1-inch margin.</i>													
180	12	Prpsl Sect 05 Narrative	6		33	Magi Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evaluation Factor 6. Readiness to Proceed: A. Did the county provide a board resolution: 3) authorizing the appropriate signatory or signatories to execute those documents at the appropriate times													
<i>Applicant did not provide information requested, or did not approve signatory/signatories for Form Of documents.</i>													

Fitzpatrick, Kenneth@BSCC <Kenneth.Fitzpatrick@bscc.ca.gov>  
to Christine, Magi.Work, me, Eric

Sep 9 (2 days ago) **EXHIBIT**  
**2**

Hi Christine,

As we discussed this morning on the telephone,

1. Comment #1 "Wet signature on original proposal" was marked incorrectly on the Technical Review. The Application does have a wet signature. This issues is CORRECT.
2. Comment #2. "Section 5 narrative 1 inch margins" You have explained that Amador County will reformat the Section 5 narrative and submit the corrected original copy to BSCC. This action should resolve this deficiency.
3. Comment #3. "Evaluation Factor 6. Readiness to Proceed: A. Did the county provide a board resolution: 3) authorizing the appropriate signatory or signatories to execute those documents at the appropriate times".

Amador County has revised the wording of the BOS resolution to include signatory authorization. The revised wording is acceptable.

2. *Approves the Proposal Form, Project Delivery and Construction Agreement, Board of State and Community Corrections (BSCC) Agreement, Ground Lease, Right of Entry for Construction and Operation Agreement, Facility Lease, Facility Sublease, and all other forms of the project documents deemed necessary, as identified by the State Public Works Board (SPWB) to the BSCC, and authorizes the Chairman of the Board of Supervisors to execute said documents at the appropriate times to effectuate the financing authorized by the legislation; and,*

The BSCC will issue a final Technical Review report when these issues have been corrected, and appropriate documents have been received by the BSCC from the County.

If you have further questions, please contact me. Thank you.

Kenneth Fitzpatrick, P.E.  
Project Director II  
BOARD OF STATE AND COMMUNITY CORRECTIONS  
2590 Venture Oaks Way, Suite 200, Sacramento, CA 95833  
<http://www.bscc.ca.gov>  
phone [916.445.6027](tel:916.445.6027)  
fax [916.327.3317](tel:916.327.3317)  
email [Kenneth.Fitzpatrick@bscc.ca.gov](mailto:Kenneth.Fitzpatrick@bscc.ca.gov)  
**LEADERSHIP \* EXCELLENCE \* SUPPORT**

BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION AUTHORIZING APPLICATION )  
FOR ADULT DETENTION FACILITY ) RESOLUTION NO. 15-087  
EXPANSION SB 863 CONSTRUCTION FROM )  
THE BOARD OF STATE AND COMMUNITY )  
CORRECTIONS )

WHEREAS, the existing Amador County Jail lacks the appropriate programming and treatment space to impose court ordered criminal justice sanctions for felons sentenced in Amador County;

WHEREAS, the existing Jail is the only facility used to house and treat in-custody adult offenders sentenced to the County;

WHEREAS, the need to provide programs, including evidenced based programs and treatment to offenders, focused on mental health issues to help reduce recidivism, as identified in the August 2015 Needs Assessment Study;

WHEREAS, the Sheriff of Amador County is given the responsibility to address the needs of inmates with mental health issues;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador that this Board hereby:

1. Appoints Jon Hopkins, General Services Director, as the County Construction Administrator; Chuck Iley, County Administrative Officer, as the Project Financial Officer; and James Wegner, Undersheriff, as the Project Contact Person; and,

2. Approves the Proposal Form, Project Delivery and Construction Agreement, Board of State and Community Corrections (BSCC) Agreement, Ground Lease, Right of Entry for Construction and Operation Agreement, Facility Lease, Facility Sublease, and all other forms of the project documents deemed necessary, as identified by the State Public Works Board (SPWB) to the BSCC, and authorizes the Chairman of the Board of Supervisors to execute said documents at the appropriate times to effectuate the financing authorized by the legislation; and,

3. Authorizes Brian Oneto, Chairman of the Board of Supervisors of Amador County, to sign the Applicant's Agreement and submit the SB863 Financing Program proposal for the purpose of adding programing and treatment space to the existing County Jail facility with a petition for a contribution reduction; and,

4. Assures that the County will adhere to state requirements and the terms of the agreements between Amador County, the BSCC, California Department of Corrections and Rehabilitation (CDCR), and the SPWB in the expenditure of State funds and County cash contribution funds; and,



5. Assures the County has appropriated, or will appropriate after conditional project award but before state/county funding agreements, the amount of cash contribution funds identified by the County in the Proposal Form Budget Summary Table submitted to the BSCC from the following sources: the County's Capital Facility Fees, Government Code section 30070 funding (AB 443), and the County's General Fund. The contribution of said funds are legal and authorized and not subject to any prior pledge,

The Project proposed in the County's SB 863 Financing Program proposal is authorized to proceed in its entirety when and if state financing is awarded for the Project within the SB 863 Financing Program; and,

6. Assures that the County will fully and safely staff and operate the expanded jail facility that is being constructed (consistent with Title 15, California Code of Regulations, Chapter 1, Subchapter 6 section 1756 (j) 5) within ninety (90) days after project completion; and,

7. Assures the BSCC that the County has project site control in fee simple title and right of access to the project sufficient to assure undisturbed use and possession of the site, and will not dispose of, modify the use of, or change the terms of real property title, or other interest in the site of the facility subject to construction, or lease the facility for operation to other entities, without permission and instructions from the BSCC, for so long as the SPWB lease-revenue bonds secured by the financed project remain outstanding; and,

8. Attest to One Hundred Fifty Thousand Dollars (\$150,000.00) as the current fair market land value for the proposed expanded facility as evidenced in the County's independent appraisal conducted by Wright Appraisals, Inc. on July 20, 2015.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting held thereof on the 25th day of August, 2015 by the following vote:

AYES: Brian Oneto, John Plasse, Louis D. Boitano,  
Richard M. Forster, and Lynn A. Morgan,

NOES: None

ABSENT: None

---

Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County,  
California

By: \_\_\_\_\_

**BOARD OF SUPERVISORS**

810 COURT STREET \* JACKSON, CA 95642 (209) 223-6470 \* FAX (209) 257-0619

**EXHIBIT 4**



September 9, 2015

Board of State and Community Corrections  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833  
Attention: Magi Work, Deputy Director

Re: Amador County Technical Review – Corrected Proposal

Dear Ms. Work,

On September 8, 2015 at 10:50 a.m. General Service's staff spoke with Kenneth Fitzpatrick, Project Director II, regarding item 10, page 17, Section Requirement Comment "Wet signature missing (page 2, Section E)", Sub Section d, Sub Item 10. Mr. Fitzpatrick confirmed this technical review was in error and BSCC does have our original wet signed proposal form and this would be noted in the technical review corrections.

There were two (2) remaining items to be corrected:

1. Item 18, page 17, Section Requirement Comment "Margin size is incorrect – text of Section 5 is below the 1-inch margin.", Sub Section h, Sub Item 18 and ;
2. Item 180, page 12, Sub Section Comment "Applicant did not provide information requested, or did not approve signatory/signatures for Form Of documents."

The margins have been corrected and one (1) corrected original Section 5 narrative document is submitted with this letter. In addition, one (1) corrected electronic copy of the proposal in a read-only Adobe Acrobat format and Sixteen (16) hard copies are also included.

In addition, the Board of Supervisors will provide you with a corrected resolution that adds authority for the Chairman to execute all documents at the appropriate times; a draft resolution is attached, with corrections tracked and depicted in red, and will be approved at our next regularly scheduled meeting of September 22, 2015.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brian Oneto".

Brian Oneto  
Chairman

C: Chuck Iley, CAO  
Jon Hopkins, General Services Director  
File

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: September 2, 2015

From: JON HOPKINS, DIRECTOR - GSA  
(Department Head - please type)

Phone Ext. X759

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

September 22, 2015

Department Head Signature

Agenda Title: Mortuary Services Agreement with Daneri's Mortuary

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Daneri's Mortuary currently is the only mortuary service provider in the County and competition for these services outside the County does not provide an advantage for the tax payers. Attached is an agreement between the Amador County Sheriff-Coroner's Office and Daneri's Mortuary for mortuary services as required for Coroner Investigations.

Recommendation: Approve the attached contract with Daneri's Mortuary.

Recommendation/Requested Action:  
see above

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts N/A

Funded _____		Contract Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
Committee Review? _____ N/A <input checked="" type="checkbox"/>		Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
Name _____		Comments: _____	
Committee Recommendation: _____		_____	

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel \_\_\_\_\_

Auditor \_\_\_\_\_ GSA Director

CAO Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Jon Hopkins, GSA Director; Undersheriff Wegner

### FOR CLERK USE ONLY

Meeting Date 9-22-15 Time \_\_\_\_\_ Item # 4A

Board Action: Approved Yes \_\_\_\_\_ No \_\_\_\_\_ Unanimous Vote: Yes \_\_\_\_\_ No \_\_\_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	Department _____ For meeting _____ of _____	
		ATTEST: _____ Clerk or Deputy Board Clerk

## **MORTUARY SERVICES AGREEMENT**

THIS MORTUARY SERVICES AGREEMENT (this "Agreement") is entered into as of September \_\_\_\_, 2015 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County"), AMADOR COUNTY SHERIFF/CORONER MARTIN A. RYAN ("Sheriff"), and DANERI MORTUARY, a California corporation (the "Contractor").

### RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFOR, in consideration of the performance of the covenants herein contained, the parties agree as follows:

#### 1. SERVICES TO BE RENDERED BY CONTRACTOR.

1.1 Upon request from Sheriff's Office, Contractor will provide all equipment, supplies and personnel to perform mortuary and diener services upon decedents (the "Work"). The Work is more particularly described on Attachment A attached and incorporated by this reference. Contractor shall comply with all applicable Federal, State and local laws relating to Contractor's performance of this Agreement.

1.2 Contractor shall timely respond to calls from Sheriff's office. For the purposes of this Agreement, "timely" shall mean (a) be on the scene within one (1) hour for calls generated from Dew Drop (SR 88 at California Department of Forestry and Fire Protection Dew Drop Station) and any area of Amador County west and south of Dew Drop, or (b) be on the scene within one and one-half (1 1/2) hours for any call generated from east and north of Dew Drop.

2. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and



conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

3. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate on September 30, 2016. Both County and Contractor reserve the right to terminate this Agreement with or without cause on forty-five (45) days written notice to County or Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
4. COMPENSATION TO CONTRACTOR. Contractor shall submit monthly invoices indicating services rendered under this Agreement. County shall compensate Contractor in accordance with the compensation set forth on Attachment A attached and incorporated by this reference.
5. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
6. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
7. LICENSES, PERMITS, ETC. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
8. INSURANCE.
  - 8.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

8.1.1

Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

8.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

8.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

8.2 Contractor shall furnish a certificate of insurance and endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

8.3 Certificates of insurance must include the following provisions:

8.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

8.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

8.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

8.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

8.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

9. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$ 1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

10. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

11. NON-DISCRIMINATION. Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

12. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.amadorgov.org/index.aspx?page=900&parent=11402>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment B**.

13. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Daneri Mortuary  
P. O. Box 1325  
Jackson, CA 95642

To County: Amador County Sheriff's Office  
700 Court Street  
Jackson, CA 95642

With a copy to:

Office of the County Counsel  
810 Court Street  
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

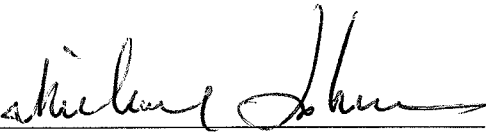
14. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
15. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.
16. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
17. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
19. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONTRACTOR:  
DANERI MORTUARY, a California corporation

BY: \_\_\_\_\_  
Brian Oneto  
Chairman, Board of Supervisors

BY: 

AMADOR COUNTY SHERIFF/CORONER

Name (printed): Michael Johnson

  
Martin A. Ryan

Title: President  
91-1929126

Federal I.D. No.: 91-29126

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
COUNTY OF AMADOR

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Gregory Gillott

BY: \_\_\_\_\_

**ATTACHMENT A  
SCOPE OF WORK**

The scope of work (the "Work") shall include the following and any ancillary associated tasks within the generalized scope hereof as shall be agreed upon between Contractor and County:

SERVICE	COMPENSATION
1. Pick-up and removal of remains of a decedent to Contractor's mortuary premises, and performance of diener services for preparation of the remains of deceased person(s) prior to and after an autopsy performed by or at the direction of the Sheriff/Coroner, and issuance of death certificate to include Coroner's signature.	\$300
2. Storage of decedent.	\$30 per day after seventh day
3. Out-of-county transportation expenses.	\$35 per hour plus \$.57.5 per mile
4. Multiple responses for the same decedent.	\$35 per hour (3 hour minimum)



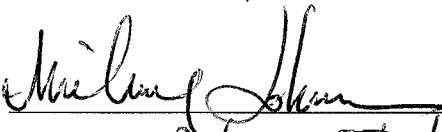
**ATTACHMENT B**

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE  
AND DRUG & ALCOHOL TESTING  
POLICY ACKNOWLEDGMENT FORM  
FOR CONTRACTORS**

The undersigned, authorized signatory for Daneri Mortuary, a California corporation (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 *et seq.*; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Agreement to which this Attachment "B" is attached will abide by that policy as a condition of the Agreement.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

DANERI MORTUARY, a California corporation

By:  Date: \_\_\_\_\_  
Print Name: Michael Johnson  
Title: President  
Federal I.D. No.: 91-1929126

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: September 15, 2015

From: Jon Hopkins, Dir.  
(Department Head, please type)

Phone Ext. X759

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:  
09/22/15

Department Head Signature [Signature]

Agenda Title: Dispense with the Formal Bidding Procedures for Microfilm Conversion to Digital Format Services

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Please see the attached memorandum.

Recommendation: 1) Dispense with the formal bidding procedures and; 2) approve the attached agreement with BMI Imaging Services in amount not to exceed \$58,474.00 for microfilm conversion to digital format services.

Recommendation/Requested Action:

See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel \_\_\_\_\_

Auditor \_\_\_\_\_

GSA Director [Signature]

CAO [Signature]

Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA-Jon Hopkins, & Kim Grady, Recorder

### FOR CLERK USE ONLY

Meeting Date 9-22-15

Time \_\_\_\_\_

Item # 4B

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_

Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

Department \_\_\_\_\_

Completed by \_\_\_\_\_

For meeting of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

Save

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642  
LOCATION: 12200-B Airport Road, Martell, CA  
PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: [jhopkins@amadorgov.org](mailto:jhopkins@amadorgov.org)



## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *JHP*

**DATE:** September 15, 2015

**SUBJECT:** Dispense with the Formal Bidding Procedures for Microfilm Conversion to Digital Format Services

Non-competitive acquisitions should be avoided to the greatest extent possible; however, State contracts allow cooperative and master agreements to include provisions for piggybacking, allowing other public agencies to utilize the pricing and contracting terms and conditions sought by the States agency's own invitation to bid. In this particular case the Merced County Superior Court let out an invitation to bid for microfilm conversion to digital format in May of 2015 and specially included "piggybacking" in their solicitation for bids and in their contract.

The recorder's office has a need for these services and the Purchasing Agent has reviewed the request to dispense with the formal bidding process along with County Counsel. The following was considered:

- A. Practicality: The combined consolidation of efforts using the same firm offers efficiencies by reducing redundancy of effort;
- B. Uniqueness: Piggybacking allows the County to leverage the State's buying power services;
- C. Feasibility: Eliminates the expense of formal bidding and maximizes the cost benefit by multi-agencies using the same firm;
- D. Availability: Merced County Superior Court has already completed the procurement process making these services available now to the County.

---

**Recommendation:** 1) Dispense with the formal bidding procedures and; 2) approve the attached agreement with BMI Imaging Services in amount not to exceed \$58,474.00 for microfilm conversion to digital format services.

Cc: Chuck Iley, CAO  
file



## Imaging Services Agreement

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between BMI Imaging Systems, Inc. ("BMI") and COUNTY OF AMADOR ("County" or "Customer"), a political subdivision of the State of California, pursuant to the following terms and conditions.

### 1. Services

BMI shall perform the services for Customer outlined in "Attachment A - Description of Services" portion of this Agreement, subject to the following terms and conditions. The books, manuscripts, photographs, newspapers, periodicals, files, disks, tapes or other material provided by Customer shall be referred to as the "Documents." The products of digital or photographic reproduction processes shall be referred to as the "Image Product." BMI does not warrant that all customers Documents will be reproduced to the Image Product or that each reproduced image will be legible. BMI agrees to reprocess any missed or illegible Documents and, when determined by BMI to be technically possible, to insert the corrected or missing images into the Image Product. Customer must identify and return to BMI the appropriate missing or illegible Documents to BMI along with all Image Products within 60 days of the Image Product's availability to Customer. After such 60-days period, Customer agrees to pay for any retakes or corrections by Customer at BMI's then effective rates. Customer acknowledges that in order for BMI to perform services, Customer must make certain personnel or other resources available to BMI in Timely manner. Customer agrees that it will cooperate in providing information or personnel upon BMI's request, and Customer acknowledges that its failure to do so may prevent BMI from meeting milestones as may be designated in a Schedule of Work.

#### a. Transportation

Although some transportation of Documents and Image Product may be provided by BMI in furnishing services under this agreement, BMI is not and shall not be deemed a contract carrier and the limitations on liability and claims procedures outlined elsewhere in the Agreement shall apply to any such transportation services. In providing transportation of Documents or Image Product, BMI shall accept no liability for the loss or damage of Documents or Image Product beyond that which is detailed below.

### 2. Compensation

BMI shall be compensated for performing the services, as set forth in the attached Description of Services, in accordance with the Schedule of Fees attached hereto.

All charges for services, together with any sales or other applicable tax, are due and payable no later than thirty (30) days after receipt of the invoice. Invoices will typically be provided by US Mail monthly for completed work. Unpaid accounts are subject to late payment charges or the lesser of 1-1/2% per month or the maximum rated permitted by law.



### 3. Insurance and Liability

Customer shall maintain adequate property damage and loss insurance coverage or shall self-insure with respect to all Documents or other materials furnished by Customer to BMI. Customer acknowledges and agrees that it has unique knowledge of the value of the Documents and therefore expressly represents that it is solely responsible for maintaining any insurance, in such amounts as it deems appropriate, covering Documents while Documents are within the care, custody, and control of BMI. Additionally, Customer declares the value of Documents, during any transporting, processing, storing or copying by BMI, is the value of the media itself (paper, disk, film) on which the Documents were originally provided to BMI.

The BMI shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as may be required by the Risk Manager of the COUNTY. The Policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the COUNTY by registered mail, return receipt requested, for all of the following stated insurance policies.

- A. **Worker's Compensation** – in compliance with the statutes of the State of California.
- B. **General Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. The certificate of insurance shall indicate the aforementioned.
- C. **Automobile Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles.

If at any time any of the said policies shall be reasonably unsatisfactory to the COUNTY, as to form or substance or if a company issuing such policy shall be reasonably unsatisfactory to the COUNTY, BMI shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of BMI to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the COUNTY may be forthwith declared suspended, or terminated. Failure of BMI to obtain and/or maintain any required insurance shall not relieve BMI from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of BMI concerning indemnification. The COUNTY, its officials, agents and employees shall be named as an additional insured on automobile and general liability insurance policies required herein. BMI's insurance policy(ies) shall include a provision that the coverage is primary as respects to the COUNTY (to the extent of BMI's negligence in the performance of its services under this agreement); shall include no special limitations to coverage provided to additional insured under the automobile and general liability policies; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager.

### 4. Disputes

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney fees.





It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Amador, State of California.

## **5. Indemnification and Risk Management**

BMI shall indemnify, defend, save, protect and hold harmless CUSTOMER, its governing body, officers, employees, representatives, volunteers and agents ("CUSTOMER") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of BMI, its officers, employees, agents, BMIs, consultants, or any person under its direction or control and will make good to and reimburse CUSTOMER for any expenditures, including reasonable attorney's fees, the CUSTOMER may make by reason of such matters and, if requested by CUSTOMER, will defend any such suits at the sole cost and expense of BMI. BMI's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the CUSTOMER or any other person; provided, however, that BMI shall not be required to indemnify CUSTOMER for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the CUSTOMER.

If such indemnification becomes necessary, the Customer Counsel for the CUSTOMER shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the CUSTOMER. This indemnification clause shall survive the termination or expiration of this Agreement.

CUSTOMER shall indemnify, defend, save, protect and hold harmless BMI, its officers, employees, representatives and agents ("BMI") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of CUSTOMER, its governing body, officers, employees, agents, BMIs, consultants, volunteers or any person under its direction or control and will make good to and reimburse BMI for any expenditures, including reasonable attorney's fees, the BMI may make by reason of such matters and, if requested by BMI, will defend any such suits at the sole cost and expense of CUSTOMER. CUSTOMER's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the BMI or any other person; provided, however, that CUSTOMER shall not be required to indemnify BMI for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the BMI.

Additionally, Customer represents and warrants that it owns, has acquired, or will acquire, all rights, title, interest, licenses and permissions necessary for BMI, its employees, agents and/or BMIs to perform services to the Documents under this agreement without violation or infringement of any third party right or agreement. Customer acknowledges and agrees that BMI may in its sole discretion suspend, refuse to perform or terminate services, in whole or in part, after the receipt of (i) a third party allegation or complaint of a violation or infringement of any right or (ii) the receipt of an order of a court or other legal authority of competent jurisdiction to cease the performance of services related to the Documents.

BMI may refuse access to the Documents or the Image Product to the Customer if a Court of legal jurisdiction should so order.



BMI, in the course of performing services for the Customer, may be required to install software to Customer's workstation, server or other connected device. Customer agrees to have performed adequate prior and ongoing backup of all data and programs connected to any networked device onto which BMI will be loading software or data. BMI makes no claim as to the serviceability of the software and Customer accepts refund of the cost of the software license(s) as total compensation from BMI for any damages that might arise out of the use or installation of such software. BMI makes no other warranties express or implied, including without limitation the warranty or merchantability or fitness for a particular purpose. In no event shall BMI be liable for special, punitive, incidental or consequential damages even if it has been advised of the possibility before.

## **6. Solicitation**

Customer agrees that they will not recruit, solicit, induce or otherwise contract with BMI personnel, whether employees of BMI or BMI BMIs, for a period of 12 months following completion of any BMI provided services to client.

## **7. Termination**

This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity.

In the event of the termination of this Agreement, BMI shall immediately be paid all fees theretofore earned and reimbursed for all expenses incurred for which reimbursement is required under this Agreement. The right to terminate this Agreement and to receive payment of any amounts owing as of the effective date of termination shall be in addition to any other remedy available at law or in equity.

## **8. Entire Agreement/Modification/Waiver**

This Agreement supercedes any prior agreements and understandings between the parties relating to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver of this Agreement shall be binding unless executed by the party making the waiver.

## **9. Assignment**

This agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns.

## **10. Notices**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon receipt by the party to whom notice is being given.



**11. Governing Law**

This Agreement shall be governed by and constructed in accordance with the laws of the State of California applicable to contracts made and to be performed in California, except that this Agreement shall be construed in accordance with the intention of the parties and without regard to California Civil Code Section 1654.

**12. Funding Availability**

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Customer shall have no liability to pay any funds whatsoever to BMI or to furnish any other considerations under this Agreement and BMI shall not be obligated to perform any provisions of this Agreement. BMI's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the Customer shall have the option to either cancel this Agreement with no liability occurring to the Customer, or offer an Agreement amendment to BMI to reflect the reduced amount.

**County of Amador**

\_\_\_\_\_  
Chair  
Amador County Board of Supervisors

Attest:

\_\_\_\_\_  
Chief Deputy  
Clerk of the Board of Supervisors

Approved as to legal form:

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
For: BMI Imaging Systems, Inc



## ATTACHMENT A – Description of Services



August 31, 2015

Ms. Kim Grady  
Clerk-Recorder-Registrar of Voters  
County of Amador  
810 Court Street  
Jackson, CA 95642

Dear Kim,

Thank you for taking the time to meet with me. BMI Imaging Systems appreciates the opportunity to provide you with information regarding the conversion of your historical land records to Digital Reel. Included with this proposal are the following items:

- Project Objectives
- Features and Benefits
- OCR Processing – Text Search
- Adjustable Grayscale Enhancement
- Digital Reel Process
- Redaction Services
- Hosted Services
- Schedule of Fees

Note: The pricing provided in the agreement was established in a contract with the Merced County Superior Court of California (contract #1415-MFCO315). This publicly bid project also contained “piggybacking” language which allows other publicly funded agencies in California to utilize the agreement.

We look forward to working with the County of Amador in making this another successful project. If you have any questions or need any additional information, please contact me at (916) 924-6666 x405.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. D. Aufranc', written in a cursive style.

Michael D. Aufranc





## Project Objectives

- All the images from the microfilm and microfiche records will be available to the staff and public in high quality adjustable grayscale format following the conversion process. This will provide significantly better copies for staff and public.
- Eliminate the micrographics equipment and related maintenance contracts.
- The Official Record images from 1980 - 2000 will be processed to locate SSN's for redaction purposes. This will bring the County into compliance with current legislation.
- These historical land records will be searchable via standard text queries, opening up a 'user friendly' searching experience for the Public. This feature will also reveal content from these records not previously available.

## Features and Benefits

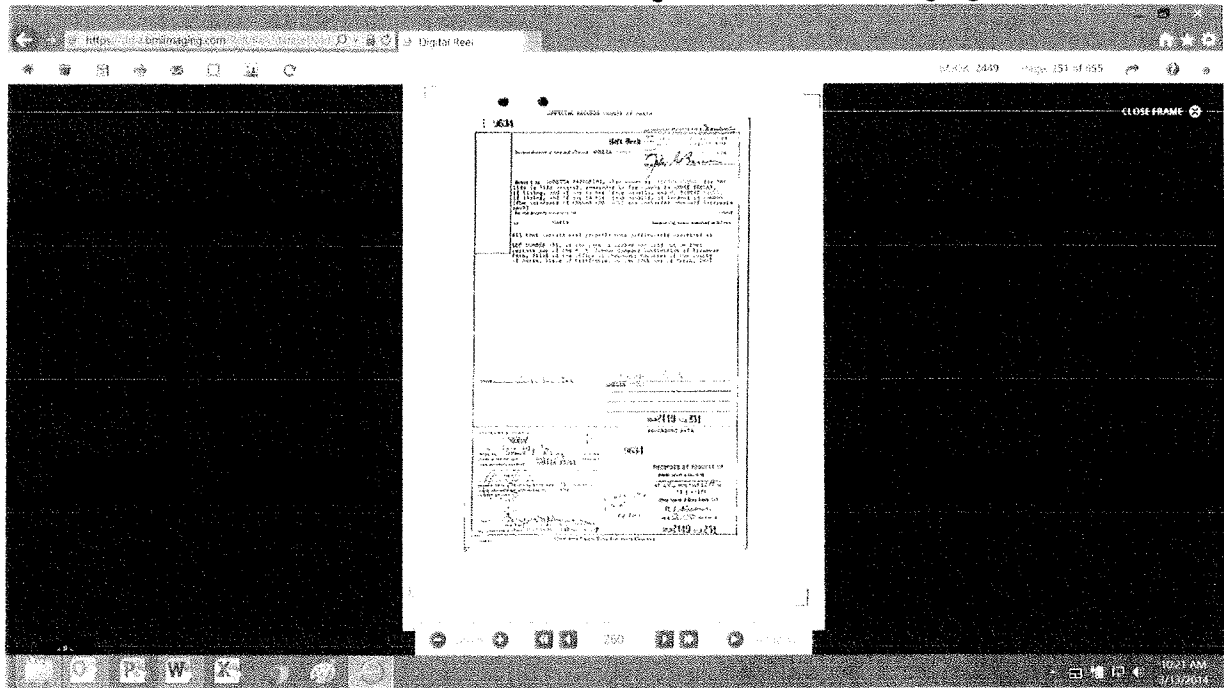
<u>Features</u>	<u>Benefits</u>
The width and length of each roll of film is scanned	Provides a complete digital archive. Ensures all images are captured. No risk of lost/missed images.
Each roll is scanned at 300 dpi grayscale	This feature provides a higher quality image able to be adjusted for contrast and brightness. This is especially useful with old microfilm records.
Text Search	Public or staff can perform text searches within historical land records. Brings content to records that were previously unavailable.
BMI hosted services	Images and data will be securely housed in two separate data centers for access by authorized County users.
Redaction of Official Records from 1980 - 2000	Compliance with California Truncation Legislation.

## OCR Processing – Text Search

As part of this project, BMI will apply optical character recognition reading and cataloging to the Counties Land Records contained on microfilm. In addition to the typical Book and Page search, this feature will provide a familiar searching method to the staff and public. This technology will greatly aid public based searches as index books and other reference materials may not be needed. The results of the OCR processing will vary depending upon the quality of the microfilm images and font styling. BMI does not guarantee or review the results from this process. Following is an example of how patrons might use this technology:



Click the returned link to view the document containing the search which is highlighted:

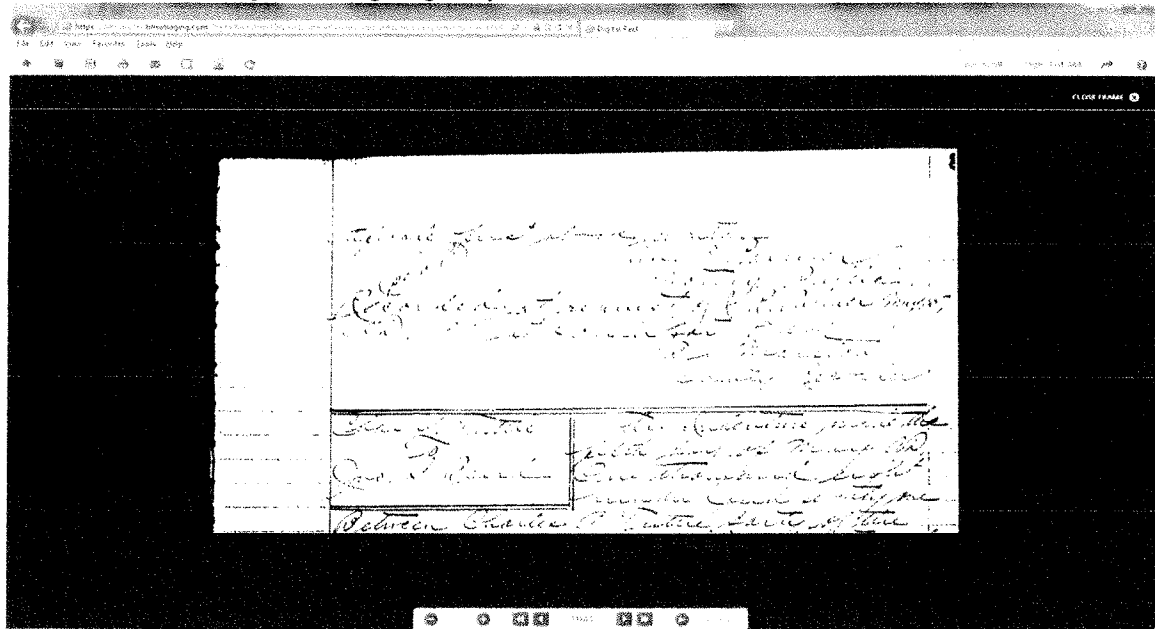


### Adjustable Grayscale Enhancement

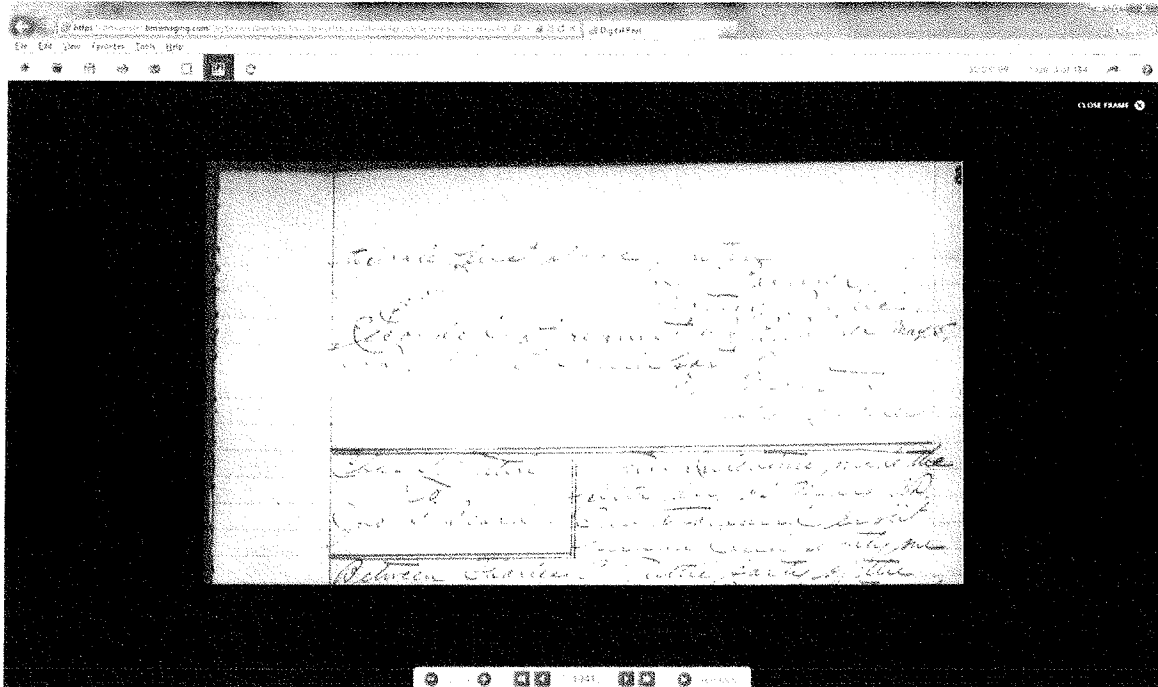
The images are presented as bi-tonal (black and white) for retrieval speed. Should there be a need for an enhanced image, a grayscale version can be viewed and darkened or lightened through contrast and brightness controls. This functionality is critical for hard to read older records. Following are screen shots illustrating the use of this technology:



**View of bi-tonal image showing illegible portion:**



**Click "ENCHANCE" to view adjustable grayscale image:**







## Digital Reel Process

- BMI will provide transportation of the microfilm using BMI vehicles and BMI employee drivers.
- The film scanning will take place in our Sunnyvale, CA facility located at 1115 East Arques Ave. While in BMI possession, County film will be stored in BMI's climate controlled film storage vault (see photo) in our 17,000 foot sprinkled and alarmed production center.
- Film will be incrementally moved to the scanning area. will be logged into the Digital Reel Job Trak system. Rolls be entered into the system for index values, orientation of images (reduction ratio, 2-up, 1-up, cine, comic, simplex, duplex, negative, positive) and orientation of the rolls themselves (left to right, right to left).
- Each roll will have its film box photographed and a barcode sticker affixed to that film box.
- Each roll will be checked in multiple locations on the reel for mean density of the images. When these density factors are determined, roll scanning will begin.
- Following the scanning of the microfilm, the rolls are returned to the BMI film storage vault. The image processing then takes place in an automated workflow environment.
- During the quality control process, operators visually review each roll of film for image quality, grayscale retrieval and index accuracy.
- This completed conversion of the rolls to Digital Reel will take an estimated 5 months from time of pick up.
- The County can review scanning progress through secure on-line access to our in-house production servers. Besides reviewing the progress of the job, the County will be able to use the system to provide print requests for staff and the public during the five month project.



Rolls  
will  
the

## Redaction Services

The County is required by statute to make a reasonable effort to redact the SSN's from the Public facing Official Records from 1980 – to date. Utilizing specialized OCR technology, SSNs will be located and the first five characters will be redacted for the public, viewable to the staff. These automatic detections will be manually reviewed for accuracy. While the statute allows for less than 100 percent location and redaction of SSN's, the system will include manual redaction tools that will allow the County Staff to apply redactions to any SSN's brought to their attention following deployment to the Public. The results of the OCR process are largely dependent upon the image quality of the documents and placement of the SSN's within. For these reasons, BMI does not guarantee the accuracy rate of the process.

Redaction services estimate volume = 411,000 images

The end result will be two sets of data as follows:

- Redacted Copy: First 5 characters of the SSN redacted
- Non-Redacted Copy: Original image set for County staff access only



**Redaction Guidelines:**

Below are guidelines that represent the interpretation of the legislation that will be used during the back-file redaction processing to develop the redaction knowledge base, identify redaction candidates and to perform manual quality assurance. The following guidelines were identified during the knowledge base development process.

**Social Security Numbers:**

The primary criterion to identify social security numbers is contextual. Typically, when a social security number appears in a document it will be identified by surrounding text that provides a clue to its meaning. Examples of these types of identifiers for social security numbers are listed below:

Social Security Numbers

Social Security Number

Social Security No

Social Security #

SS Number

SSN#

SSAN#

SSAN

SS#

SS

Taxpayer Identification Number

Taxpayer Identification NO

Taxpayer ID Number

Taxpayer ID No

Taxpayer ID #

Taxpayer ID

TIN#

TIN

FEI#

FEI

Identifying number (Department of Treasury forms)

In addition, social security numbers are identified by content. The content in this case is a nine-digit number of the format "xxx-yy-zzzz". It is possible that this number may or may not contain dashes or there may be spaces between each group of numbers. Furthermore, the social security number may be split across two consecutive lines of text. In some cases there may only be 9 numbers with no dashes or slashes.



## Hosted Services

BMI will provide secure hosted services for the Digital Reel data set. The Digital Reel dataset will be housed at our primary data center (Raging Wire, a Tier 4 Data Center, in Sacramento, CA) and replicated to our Sunnyvale data center. This hosting includes two complete Raid synched sets of data and images, both active for requests, both with high speed bandwidth. Included with this is services is 10 named user accounts.

## Inventory & Schedule of Fees

Item	Estimated Volume	Unit Price	Total Price
Conversion of historical land records microfilm from 1850 - 2000	964	\$33/roll*	\$31,812
Conversion of missing Official Records from microfiche	76	\$1.40/fiche**	\$95
Redaction of Official Records images from 1980 - 2000	411,000	\$.0425/image	\$17,467
DR Cloud Hosted Services	1 Year	\$6,000/year	\$6,000
Project Management Fee			\$2,500
Transportation of Film	2	\$300	\$600
<b>Project Total</b>			<b>\$58,474</b>

\*Pricing includes output of 300 dpi native uncropped tiff images in a folder named by the roll film label, scrolling grayscale and OCR.

\*\*Pricing includes output of 300 dpi native uncropped tiff images in a folder named by the microfiche title and OCR.

Applicable sales tax will be additional. Any required additional requested lab services will be additional and billed @ \$75/hour. The volumes provided herein are estimates and the quantity will vary. Unit prices are firm, but actual quantity will be billed. This high volume discounted contract pricing which has been extended to the County includes a "right to copy" which extends BMI the rights to make these historical records available to our clients.

### Scanning to Basic Digital Reel Roll Film (What is Included):

- Simple matching of customer inventory list with roll labels
- Photograph roll labels and include at beginning of each digital roll
- Limited inspection for physical film damage with minor repair
- Scan each roll at 300 dpi gray scale
- Locate image boundaries programmatically (will frame to copy board if present)
- Creating basic "doc type" retrieval application includes:
  1. 2 levels: First – Main Document Type (Grantee) and Second – Roll (1987 A-B)
    - a. Can add a middle level - range breakdown (if necessary) to accommodate more than 250 rolls / books in a Main Document Type
  2. One document type per roll
  3. Roll level indexing (1 roll = 1 index) from the roll label
- Basic QA to ensure roll is captured and retrievable in system

### Scanning to Basic Digital Reel Roll Film (What is not Included):

- Significant film repair or analysis



- Multiple “marks” (locations on the roll) for particular-spot-on-the-roll retrieval
- Blip detection
- Linking to CAR / any Databases





**STANDARD AGREEMENT**



AGREEMENT NUMBER <b>1415-MFC0315</b>
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- In this Agreement, the term "Contractor" refers to **BMI Imaging Systems, Inc.** and the term "JBE/Court" refers to the **Superior Court of California, County of Merced.**
- This Agreement is effective as of **6/1/15** ("Effective Date").
- The maximum amount the JBE may pay Contractor under this Agreement is **\$120,000** (the "Contract Amount").
- The purpose or title of this Agreement is: **Microfilm Conversion to Digital Format.**

*The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

- The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement and is mutually binding on the parties in accordance with its terms.

- Appendix A – Statement of Work
- Appendix B – Pricing and Payment
- Appendix C – General Terms and Conditions
- Appendix D – Defined Terms
- Appendix E – The Licensed Software
- Appendix F – Maintenance and Support Services

JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Merced	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized) <b>BMI Imaging Systems, Inc.</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Linda Romero-Soles, CEO</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>William Whitney CEO</b>
DATE EXECUTED <b>6/15/15</b>	DATE EXECUTED <b>June 12 2015</b>
ADDRESS <b>627 W. 21th Street Merced, CA</b>	ADDRESS <b>1115 East Arques Ave Sunnyvale, CA 94085</b>

## **APPENDIX A: Statement of Work**

This Statement of Work is subject to the Agreement between Contractor and the JBE. By executing this Statement of Work, the Parties agree to be bound by the terms and conditions set out in the Agreement with respect to the Work to be provided under this Statement of Work.

### **1. Term of this Statement of Work.**

The term of this Statement of Work will commence on 6/1/15 (the "SOW Effective Date") and will continue until all Work has been provided by Contractor and accepted by the JBE unless terminated earlier pursuant to the Agreement. Expiration or termination of the Agreement will not serve to terminate this Statement of Work. All applicable terms and conditions of the Agreement will continue to apply to this Statement of Work until the expiration or termination of this Statement of Work.

### **2. JBE's Requirements and Description of the Work.**

Due to the decreased use of microfilming equipment, the Court has chosen to convert all microfilmed documents to digital format so the images will be more readily available to staff and members of the public. This will require the following services from the Contractor:

#### **2.1 Contractor shall:**

- a) Provide all labor, materials, tools, and equipment required for converting microfilms to digital format.
- b) Pick-up the court's inventory of microfilmed case files and transport them to their worksite on a mutually agreed upon date and time.
- c) Convert all such microfilm to images to Digital ReelL hosted application within specified timeframe. Use of Digital ReelL is subject to the EULA attached as Exhibit F3.
- d) Provide the Court with a backup of the converted images in viewable format as either group iv tiff, jpg or pdf, to be determined later by Court, in folders indexed by microfilm roll names.
- e) Work closely with court IT staff to facilitate access to Contractor hosted Digital ReelL software containing Court images and ensuring appropriate testing and functionality.
- f) Instruct court IT staff in software system administration and provide all necessary documentation.
- g) Be permitted to utilize Subcontractors only for the purpose of film label indexing or image framing (as per Exhibit F4). At no time will any legible Court images or microfilm be out of the care, custody or control of Contractor.

#### **2.2 Administratively, Contractor's Project Lead shall:**

- a) Be responsible for managing the end result and day-to-day project management.
- b) Serve as the Contractor's primary contact.
- c) Work closely with Court Project Manager.
- d) Provide on-going status reports to Court.
- e) Manage, prepare, and refine the Agreement's end results.
- f) Proactively assist with resolution of issues with any aspect of the Work.
- g) Proactively anticipate project deviations and take immediate corrective action.
- h) Work with Project Manager to manage/coordinate work and knowledge transfer; and be responsible for managing project budget within constraints of Work requirements.

#### **2.3 Acceptance Criteria, which authorize payment after invoice submission:**

- a) Tasks 1 & 2: Delivery of images
- b) Task 3: 100% successful implementation and testing of the Court's Digital ReelL application accessibility from the Court's network
- c) Task 4: Delivery of user and administration documentation.

**2.4 Project Timeline**

- a) This project shall be completed around the estimated timeframe of 5 months of the commencement date. Both Court and Contractor will mutually agree to any changes in the schedule.

**2.5 Quality Assurance and Control**

- a) Contractor shall:
  - i. Ensure services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM) and Government Code section 26205.1.
  - ii. Provide to Court samples of documents converted to appropriate media within 30 working days of contract award for the purpose of establishing Quality Benchmarks. Court and Contractor will meet and jointly agree as to the subjective measurement(s) for acceptable image quality.
  - iii. Ensure that all of the microfilms are transported and returned upon completion of the conversion.
  - iv. Provide Court with a summary of all converted microfilms.
  - v. Perform adequate quality assurance so that the index data is 97 % accurate at the field level. Be subject to random quality checks of all Services. When the image quality encountered by Court during a random inspection is poor or marginal, Court shall compare this image to the previously accepted benchmark sample. If the document image in question is equal to or of better quality than the benchmark sample then the document will be accepted; if not, the document (image) along with all images contained in the same file folder will be rejected and re-done by Contractor. If Contractor is repeatedly unable to produce acceptable image quality from documents determined to be acceptable in the benchmark test, Court shall issue a cure notice asking Contractor to explain how they are going to rectify the problem. If Contractor's response is not satisfactory, Court shall have the right to terminate the contract for default.
  - vi. Ensure that any digitized microfilm roll that is regarded as poor quality will be compared to the quality sample provided by Court. Images not meeting this quality level may be cause for rejection by Court unless Contractor can prove that it has provided the best roll film scanning possible based upon the original document.

**BY SIGNING BELOW**, the Parties agree to be bound by the terms of this Statement of Work as of the SOW Effective Date.

**Superior Court of California, County of Merced**

Signature:

*Linda Romero Soles*

Name Printed:

LINDA ROMERO SOLES

Title:

6/16/15 / CEO

**BMI Imaging Systems, Inc.**

Signature:

*William Whitney*

Name Printed:

William Whitney

Title:

Chief Executive Officer

**APPENDIX B: Pricing and Payment**

**1. Fees.** In consideration of and subject to the satisfactory performance and delivery by Contractor of the Work, the JBE shall pay to Contractor the fees as set forth in this Appendix B. Except as expressly set forth in this Appendix B: (i) such fees are the entire compensation for all Work under this Agreement; and (ii) all expenses relating to the Work are included in such fees and shall not be reimbursed by the JBE. The maximum amount payable to Contractor under this Agreement will not exceed the Contract Amount. The Contract Amount may be changed only by amendment to this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.

1.1 **Rates.** The Work shall be at the rates set forth below.

Item	Estimated Volume	Unit Price	Total Price
Scanning/OCR of Microfilm Rolls 16mm x 100'	4,100 Rolls	\$23/roll	\$94,300
Transportation of Material	2	\$300/event	\$600
Project Management			\$2,500
<b>Project Total</b>			<b>\$97,400</b>

Any additional microfilm rolls exceeding the estimated volume will at \$23/roll. Applicable sales tax will be additional. Additional services requested by the Court can be provided @ \$75/hour. Pricing applies to rolls that are 16mm x 100'. Pricing includes one year of BMI hosted services covering 10 named user accounts. Pricing following year one will be \$8,000/year, which is guaranteed for 3 years. This film library will yield an estimated 10 TBs of data.

Backup converted images on archival format, native 300 dpi uncropped tiff or grayscale images in a folder named by the roll film label at \$5/roll (delivered on an external drive).

Additional Services (optional):

Providing scrolling grayscale view of complete rolls in Digital Reel = \$5.00/roll Conversion of 16mm rolls longer than 100' (usually 215') = \$55/roll (includes OCR) Conversion of Microfiche Jackets = \$1.25/jacket (includes OCR) Conversion of COM Microfiche = \$4.50/fiche (includes OCR) Capture of historical bound books = \$350/book (includes OCR) Capture of historical unbound books = \$250/book (includes OCR) Hosting @ \$2.00/roll per year + \$1,000/year

Software (installation on premise):

DR6 User Licenses \$1,500.00/ea.  
 DR6 Maintenance \$300.00/ea.  
 DR 6 Server License\* (2 Server Cores) \$5,000/ea.  
 DR 6 Server Maintenance \$250.00/ea.  
 Text-Search Licensing \$2,500/ea.  
 Text-Search License Maintenance \$125.00/ea.

Professional Services:

Installation/Training \$1,400/day + Travel/Per diem  
 Technical Services (Lab Clerk) \$45.00/hour  
 Technical Services (Project Manager) \$75.00/hour  
 Technical Services (Service Tech - Remote) \$125.00/hour  
 Technical Services (Development) \$325.00/hour

**2. Expenses.** Contractor shall be responsible for all cost related to the performance of Work under this contract.

3. **Invoicing and Payment.**

3.1 **Invoicing.** Contractor's invoices must include information and supporting documentation, including a workload report in the form the JBE may specify from time to time. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time. Contractor shall invoice the JBE for the applicable fees upon Acceptance of each Deliverable by the JBE and in accordance with payment milestones and schedules under this Agreement. Contractor shall provide invoices with the level of detail reasonably requested by the JBE.

(a) Additionally, invoices shall include: a unique invoice number, Contractor's letterhead, Contractor's contact information in case of incorrect invoice, number of microfilm rolls, and (if applicable) taxes on a separate line of invoice.

(b) Contractor shall submit one original invoice and direct any invoice and billing questions to:

Merced Superior Court  
Attn: Finance  
627 W. 21<sup>st</sup> Street  
Merced, CA 95340  
(209) 725-4115

3.2 **Payment.** The JBE will pay each correct, itemized invoice received from Contractor after Acceptance, in accordance with the terms hereof. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement. The JBE will not make any advance payment for the Work.

3.2 **Availability of Funds.** The JBE's obligation to compensate Contractor is subject to the availability of funds. The JBE shall notify Contractor if funds become unavailable or limited.

4. **Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Work rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

5. **Retention Amount.** Notwithstanding the terms of this Appendix B, and without limiting the rights of the JBE under the Agreement, the JBE shall have the right at the time of Acceptance, with respect to those Deliverables in each Statement of Work, on a Statement of Work-by-Statement of Work basis, to withhold fifteen percent (15%) from the amounts to be paid by the JBE to Contractor therefor, until Acceptance of the final Deliverable under such Statement of Work.

## APPENDIX C: General Terms and Conditions

### **I. Work**

1.1 Work. Contractor shall provide the Work described in this Agreement, including the Statement of Work and the Specifications. Except as set forth in the Statement of Work, Contractor is responsible for providing all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for delivery of the Work and to meet Contractor's obligations under this Agreement.

#### 1.2 Stop Work Orders.

(a) Effect. The JBE may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. Upon receipt of a stop work order, Contractor shall promptly comply with the terms of the stop work order and take all reasonable steps to end the incurrence of any costs, expenses or liabilities allocable to the Work covered by the stop work order during the period of work stoppage. The JBE shall not be liable to Contractor for loss of profits arising out of such stop work order. Within ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period mutually agreed to by the Parties, the JBE shall either: (i) cancel the stop work order; or (ii) terminate the Work covered by the stop work order.

(b) Expiration or Cancellation. If a stop work order is canceled by the JBE or the period of the stop work order or any extension thereof expires, Contractor shall promptly resume the Work covered by such stop work order. The JBE shall make an equitable adjustment in the delivery schedule, and the applicable Statement of Work shall be modified, in writing, accordingly, if: (i) the stop work order directly and proximately results in an increase in the time required for the performance of any part of the Statement of Work; and (ii) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the period of work stoppage.

1.3 Change Orders. From time to time during the term of this Agreement, the Parties may mutually agree on a change to the Work, which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Work (each, a "Change"), including: (i) a change to the scope or functionality of the Deliverables; or (ii) a change to the scope of the Work. In the event the Parties agree on a Change, the Parties will seek to mutually agree on a change order identifying the impact and setting forth any applicable adjustments in the Statement of Work and/or payments to Contractor. An authorized representative of each Party shall promptly sign the mutually agreed upon change order to acknowledge the impact and to indicate that Party's agreement to the adjustments.

1.4 Third Party or JBE Services. Notwithstanding anything in this Agreement to the contrary, the JBE shall have the right to perform or contract with a Third Party to provide any services or goods within or outside the scope of the Work, including services to augment or supplement the Work or to interface with the IT Infrastructure of the Judicial Branch Entities or JBE Contractors. In the event the JBE performs or contracts with a Third Party to perform any such service, Contractor shall cooperate in good faith with the Judicial Branch Entities and any such Third Party, to the extent reasonably required by the JBE. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the JBE or a Third Party to perform its services relating to the Work.

#### 1.5 Data and Security.

(a) Safety and Security Procedures. Contractor shall maintain and enforce, at the Contractor Work Locations, industry-standard safety and physical security policies and procedures. While at each JBE Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such JBE Work Location.

(b) Data Security. Contractor shall comply with the Data Safeguards. Contractor personnel and Subcontractors shall not attempt to access, and shall not allow access to the JBE Data and other Confidential Information that is not required for providing the Work by such personnel or Subcontractors. In the event Contractor or a Subcontractor discovers or is notified of a breach or potential breach of security relating to the JBE Data or other Confidential Information, Contractor shall promptly, at its own expense: (i) notify the JBE Project Manager of such breach or potential breach; and (ii) if the applicable JBE Data or other Confidential Information was in the possession of Contractor or Subcontractors at the time of such breach or potential breach, Contractor shall (1) investigate and cure the breach or potential breach and (2) take measures satisfactory to the JBE to prevent such breach or potential breach from recurring.

(c) Security Assessments. At least once a year, or upon the JBE's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with the safety and security policies set forth in this Agreement or any Statement of Work. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions. The JBE and JBE Contractors may, at the JBE's expense, perform the assessments described in this Section and "snap" assessments (e.g., safety and data/physical security assessments) of the JBE Work Locations.

1.6 Project Staff.

(a) Contractor Project Manager. The Contractor Project Manager shall serve, from the Effective Date, as the Contractor project manager and primary Contractor representative under this Agreement. The Contractor Project Manager shall (i) have overall responsibility for managing and coordinating the performance of Contractor's obligations under this Agreement, including the performance of all Subcontractors; and (ii) be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement. The Contractor Project Manager shall respond promptly and fully to all inquiries from the JBE Project Manager.

(b) Contractor Key Personnel. The JBE reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to the JBE. Contractor shall not replace or reassign any Contractor Key Personnel unless the JBE consents in advance in writing or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the JBE promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the JBE, and (3) be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or knowledge transfer reasonably required for replacement personnel to provide the applicable Work).

(c) Subcontractors. Contractor shall not subcontract or delegate any of the obligations under this Agreement except as approved by the JBE in writing in advance. The JBE may withdraw its approval of a subcontractor if the JBE determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the JBE rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Work. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The JBE's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor: (i) are jointly and severally liable to the JBE for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the JBE; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the JBE an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and (v) shall comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.

(d) Project Staff. Contractor shall appoint to the Project Staff: (i) individuals with suitable training and skills to provide the Work, and (ii) sufficient staffing to adequately provide the Work. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the JBE with regard to assignment of its employees. The JBE may require Contractor to remove any personnel from the Project Staff that interact with any personnel of the Judicial Branch Entities or JBE Contractors (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the JBE's consent, continue to retain such member of the Project Staff in a role that does not interact with any personnel of the Judicial Branch Entities or JBE Contractors. The Contractor Project Manager and the JBE Project Manager shall work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of a Project Staff member. Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement. Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced. If the Contract Amount is over \$200,000 (excluding Consulting Services), then Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

(e) Conduct of Project Staff.

(i) While at the JBE Work Locations, Contractor shall, and shall cause Subcontractors to: (1) comply with the requests, standard rules and regulations and policies and procedures of the Judicial Branch Entities regarding safety and health, security, personal and professional conduct generally applicable to such JBE Work Locations, and (2) otherwise conduct themselves in a businesslike manner.

(ii) Contractor shall enter into an agreement with each of the members of the Project Staff, which assigns, transfers and conveys to Contractor all of such Project Staff member's right, title and interest in and to any Developed Materials, including all Intellectual Property Rights in and to Developed Materials.

(iii) Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's employees or contractors by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall remove from the Project Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE or the Judicial Branch Entities.

1.7 Licenses and Approvals. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws to provide the Work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any Applicable Law.

1.8 Progress Reports. As directed by the JBE, Contractor must deliver progress reports or meet with JBE personnel on a regular basis to allow: (i) the JBE to determine whether the Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

## 2 Delivery, Acceptance, and Payment.

2.1 Delivery. Contractor shall deliver to the JBE the Deliverables in accordance with this Agreement, including the Statement of Work. Unless otherwise specified by the JBE, Contractor will deliver all equipment purchased by the JBE "Free on Board Destination Freight Prepaid" to the JBE at the address and location specified by the JBE. Title to all equipment purchased by the JBE vests in the JBE upon payment of the applicable purchase price. Contractor will bear the risk of loss for any Work being delivered until received by the JBE at the proper location.

2.2 Acceptance. All Work is subject to written acceptance by the JBE. The JBE may reject any Work that: (i) fails to meet applicable requirements, Specifications, or acceptance criteria, (ii) are not as warranted, (iii) are performed or delivered late, or not provided in accordance with this Agreement; or (iv) contain Defects. Payment does not imply acceptance of Contractor's invoice or Work. If the JBE provides Contractor a notice of rejection for any Work, Contractor shall modify such rejected Work at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Work to the JBE within ten Business Days after Contractor's receipt of such notice of rejection, unless otherwise agreed in writing by the Parties. Thereafter, the Parties shall repeat the process set forth in this Section until Contractor's receipt of the JBE's written acceptance of such corrected Work (each such JBE written acceptance, an "Acceptance"); provided,



however, that if the JBE rejects any Work on at least two occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

2.3 Fees and Payment. Subject to the terms of this Agreement, the Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in Appendix B. The fees to be paid to Contractor under this Agreement shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

3 **Representations and Warranties.** Contractor represents and warrants to the JBE as follows:

3.1 Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the Judicial Branch Entities under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all Applicable Laws; and (vii) Contractor pays all undisputed debts when they come due.

3.2 No Gratuities or Conflict of Interest. Contractor: (i) has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement; and (ii) has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

3.3 No Litigation. No Claim or governmental investigation is pending or threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement.

3.4 Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the JBE.

3.5 No Interference. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or breach under any of Contractor's other contracts.

3.6 Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

3.7 No Harassment / Non-discrimination. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

3.8 Domestic Partners, Spouses, and Gender Discrimination. If the Contract Amount is \$100,000 or more, Contractor is in compliance with Public Contract Code section 10295.3, which places limitations on contracts with contractors whose benefits provisions discriminate between employees with spouses and employees with domestic partners.

3.9 National Labor Relations Board Orders. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3.10 Child Support Compliance Act. If the Contract Amount is \$100,000 or more: (i) Contractor recognizes

the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (ii) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

3.11 Intellectual Property. Contractor shall perform its obligations under this Agreement in a manner that the Work (including each Deliverable) and any portion thereof, does not infringe, or constitute an infringement, misappropriation or violation of, any Intellectual Property Right. Contractor has full Intellectual Property Rights and authority to perform all of its obligations under this Agreement, and Contractor is and will be either the owner of, or authorized to use for its own and the Judicial Branch Entities' benefit, all Contractor Materials, Third Party Materials, and Licensed Software used and to be used in connection with the Work.

3.12 Work. (i) the Work will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Work; (ii) Contractor will use efficiently the resources or services necessary to provide the Work; and provide the Work in the most cost efficient manner consistent with the required level of quality and performance; (iii) the Work will be provided free and clear of all liens, claims, and encumbrances; (iv) all Work will be free from all defects in materials and workmanship, and will be in accordance with Specifications, Documentation, Applicable Laws, and other requirements of this Agreement; and (v) all equipment purchased by the JBE from Contractor will be new. The foregoing representation and warranty in Section 3.12(iv) shall commence upon the JBE's Acceptance of the applicable Work, and shall continue for a period of one year or until the project is completed following such Acceptance. In the event any Work does not conform to the foregoing provisions of this Section 3.12, Contractor shall promptly correct all non-conformities.

3.13 Malicious Code. No Work will contain any Malicious Code. Contractor shall immediately provide to the JBE written notice in reasonable detail upon becoming aware of the existence of any Malicious Code. Without limiting the foregoing, Contractor shall use best efforts and all necessary precautions to prevent the introduction and proliferation of any Malicious Code in the Judicial Branch Entities' IT Infrastructure or networks or in the Contractor systems used to provide Work. In the event Contractor or the JBE discovers the existence of any Malicious Code, Contractor shall use its best efforts, in cooperation with the JBE, to effect the prompt removal of the Malicious Code from the Work and the Judicial Branch Entities' IT Infrastructure and the repair of any files or data corrupted thereby, and the expenses associated with the removal of the Malicious Code and restoration of the data shall be borne by Contractor. In no event will Contractor or any Subcontractor invoke any Malicious Code.

3.14 Four-Digit Date Compliance. Contractor will provide only Four-Digit Date Compliant Work to the JBE. "Four-Digit Date Compliant" Work can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.

3.15 Conflict Minerals. Contractor certifies either: (i) it is not a "scrutinized company" as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the JBE are not related to products or services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934

3.16 Miscellaneous. The rights and remedies of the JBE provided in this Section 3 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The representations and warranties that Contractor makes in this Section 3 shall be true and accurate as of the Effective Date, and shall remain true during the term of this Agreement and the Termination Assistance Period. Contractor shall promptly notify the JBE if any representation or warranty becomes untrue.

#### 4 Intellectual Property.

4.1 Contractor/Third Party Materials. Contractor shall set forth in an exhibit to each Statement of Work all Contractor Materials and Third Party Materials that Contractor intends to use in connection with that Statement of Work. The JBE shall have the right to approve in writing the introduction of any Contractor Materials or Third Party Materials into any Work prior to such introduction. Contractor grants to the Judicial Branch Entities, together with all JBE Contractors, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license to use, reproduce, perform, display, transmit, distribute, modify, create derivative works of, make, have made, sell, offer for sale and import Contractor Materials and Third Party Materials (including Source Code) and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

4.2 Rights in Developed Materials. Notwithstanding any provision to the contrary, upon their creation the

Developed Materials (and all Intellectual Property Rights therein) will be the sole and exclusive property of the JBE. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the JBE without further consideration all worldwide right, title and interest in and to the Developed Materials, including all Intellectual Property Rights therein. Contractor further agrees to execute, and shall cause Project Staff and Subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect the JBE's or its designee's ownership of any Developed Materials and to obtain and enforce Intellectual Property Rights in or relating to Developed Materials. Contractor shall promptly notify the JBE upon the completion of the development, creation or reduction to practice of any and all Developed Materials.

4.3 Retention of Rights. The JBE retains all rights, title and interest (including all Intellectual Property Rights) in and to the JBE Materials. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Materials.

4.4 Third-Party Rights. Contractor hereby assigns to the Judicial Branch Entities all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from third parties) to all Third Party Materials incorporated into the Work. If such licenses and rights cannot be validly assigned to or passed through to Judicial Branch Entities by Contractor without a Third Party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless the JBE, Judicial Branch Entities and Judicial Branch Personnel against all Claims arising from Contractor's failure to obtain such consent.

## **5 Confidentiality.**

5.1 General Obligations. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any Third Party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to Project Staff (including Subcontractors) with a need to know in order to provide the Work hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this Section 5. The provisions of this Section 5 shall survive beyond the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information.

5.2 Removal; Return. Contractor will not remove any Confidential Information from Judicial Branch Entities' facilities or premises without the JBE's express prior written consent. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations.

5.3 Breach of Confidentiality. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

## **6 Indemnification.**

6.1 General Indemnity. Contractor shall indemnify, defend (with counsel satisfactory to the JBE), and hold harmless Judicial Branch Entities and Judicial Branch Personnel against all Claims founded upon: (i) Contractor's provision of, or failure to provide, the Work (ii) any other breach by Contractor under this Agreement; or (iii) Third Party Claims relating to infringement or misappropriation of any Intellectual Property Right by Contractor or the Work, including software, services, systems, equipment, or other materials provided by Contractor or Subcontractors to Judicial Branch Entities (collectively, the "Covered Items"). Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JBE's prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

6.2 Certain Remedies. If any Covered Item provided under this Agreement becomes, or in Contractor's or the JBE's reasonable opinion is likely to become, the subject of any Claim arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that such Covered Item infringes, misappropriates or otherwise violates any Intellectual Property Right of a Third Party, Contractor at its own expense shall take the following actions in the listed order of preference: (a) secure for the Judicial Branch Entities the right to continue using the applicable Covered Item; or (b) if commercially reasonable efforts are unavailing, replace or modify the infringing Covered Item to make it noninfringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Covered Item.

## 7 **Insurance.**

7.1 Basic Coverage. Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:

(a) Workers Compensation and Employer's Liability. The policy is required only if Contractor has employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;

(b) Commercial General Liability. The policy must be written on an occurrence form with limits of not less than \$1 million per occurrence, and a \$1 million annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed in a contract.; and

(c) Professional Liability. The policy must cover Contractor's acts, errors and omissions committed or alleged to have been committed which arise out of rendering or failure to render services provided under this Agreement. The policy shall provide limits of not less than \$1 million per occurrence and annual aggregate.

(d) Commercial Automobile Liability. If an automobile is used in providing the Work, automobile liability insurance with limits of not less than \$1 million per accident. Such insurance must cover liability arising out of the operation of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with providing the Work.

7.2 "Claims Made" Coverage. If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the JBE's acceptance of all Work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Work commences under this Agreement.

7.3 Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

7.4 Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

7.5 Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from the JBE, including Judicial Branch Personnel, any deductible or self-insured retention that is connected to the insurance required under this Section 7.

7.6 Additional Insured Status. With respect to commercial general liability and automobile liability insurance, the policies must be endorsed to include Judicial Branch Entities and Judicial Branch Personnel as additional insureds.

7.7 Certificates of Insurance. Before Contractor begins providing Work, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the JBE. Any replacement certificates of insurance are subject to the approval of the JBE, and, without prejudice to the JBE, Contractor shall not provide Work before the JBE approves the certificates.

7.8 Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

7.9 Required Policy Provisions. Each policy must provide, as follows:

(a) Insurance Primary; Waiver of Recovery. With respect to commercial general liability and automobile liability insurance, the policies must be endorsed to be primary and non-contributory with any insurance or self-insurance programs maintained by Judicial Branch Entities and Judicial Branch Personnel. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery it may have against Judicial Branch Entities and Judicial Branch Personnel for liability arising out of the Work; and

(b) Separation of Insureds. The insurance applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.

7.10 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods: (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

7.11 Consequences of Lapse. If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

## 8 Term / Termination.

8.1 Term. This Agreement shall commence on the Effective Date and continue until project is completed or terminated in accordance with the terms of this Agreement.

8.2 Termination for Convenience. The JBE may terminate, in whole or in part, this Agreement and/or any Statement of Work for convenience (without cause) upon thirty (30) days prior written notice. The JBE's notice obligations under the foregoing sentence shall not apply to any stop work orders issued by the JBE under this Agreement or any Statement of Work. After receipt of such notice, and except as otherwise directed by the JBE, Contractor shall immediately: (a) stop Work as specified in the notice; and (b) place no further subcontracts, except as necessary to complete the continued portion of this Agreement.

8.3 Early Termination. The JBE may terminate, in whole or in part, this Agreement or any Statement of Work immediately "for cause" if Contractor is in Default. The JBE may also terminate this Agreement or limit Work (and proportionately, Contractor's fees) upon written notice to Contractor without prejudice to any right or remedy of the Judicial Branch Entities if: (i) expected or actual funding to compensate the Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor's performance under this Agreement has become infeasible due to changes in Applicable Laws.

### 8.4 Rights and Remedies of the JBE.

(a) All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE immediately if Contractor is in Default, or if a Third Party claim or dispute is brought or threatened that alleges facts that would constitute a Default under this Agreement. If Contractor is in Default, the JBE may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following notice, the JBE's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

(b) If the JBE terminates this Agreement or any Statement of Work in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Branch Entities for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE or Judicial Branch Entities. Contractor shall continue the Work not terminated hereunder.

(c) In the event of any expiration or termination of this Agreement or the applicable Statement of Work, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables (including: (i) any partially-completed Deliverables and related work product or materials; and (ii) any Contractor Materials, Third Party Materials, and Developed Materials comprising such Deliverables or partially-completed Deliverables), Confidential Information, JBE Data, JBE Materials, and all portions thereof, in its possession, custody, or control. In the event of any termination of this Agreement or a Statement of Work, the JBE shall not be liable to Contractor for compensation or damages incurred as a

result of such termination; provided that if the JBE's termination is not based on a Default, JBE shall pay any fees due under this Agreement for Deliverables completed and accepted as of the date of the JBE's termination notice.

8.5 Termination Assistance. At the JBE's request and option, during the Termination Assistance Period, Contractor shall provide, at the same rates charged immediately before the start of the Termination Assistance Period, to the JBE or to its designee (collectively, "Successor") services reasonably necessary to enable the JBE to obtain from another contractor, or to provide for itself, services to substitute for or replace the Work, together with all other services to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to the Successor (collectively, the "Termination Assistance Services"). Termination Assistance Services will be provided to the JBE by Contractor regardless of the reason for termination or expiration. At the JBE's option and election, the JBE may extend the Termination Assistance Period for an additional six (6) months.

8.6 Survival. Termination of this Agreement shall not affect the rights and/or obligations of the Parties which arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such expiration or termination. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including Sections 3 through 10 of these General Terms and Conditions, and Appendix E.

## 9 Special Provisions.

9.1 Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if the Contract Amount is \$50,000 or more, Contractor agrees that no JBE funds received under this agreement will be used to assist, promote or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures and no reimbursement from the JBE was sought for these costs. Contractor will provide those records to the Attorney General upon request.

9.2 DVBE Commitment. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

9.3 Competitively Bid Contracts; Antitrust Claims. If this Agreement resulted from a competitive bid, Contractor shall comply with the requirements of the Government Code sections set out below.

(a) Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE pursuant to the bid. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. (GC 4552)

(b) If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)

(c) Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the JBE has not been injured thereby, or (2) the JBE declines to file a court action for the cause of action. (GC 4554)

9.4 Iran Contracting Act. If the Contract Amount is \$1,000,000 or more, Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to

another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

9.5 Loss Leader Prohibition. If this Agreement involves the purchase of goods, this section is applicable. Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

9.6 Recycling. If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

9.7 Sweatshop Labor. If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.

9.8 Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

(a) It is mutually understood between the Parties that this Agreement may have been written for the mutual benefit of both Parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

(b) This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

(c) The Parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the Parties to reflect any reduction in funds.

(d) The Parties may amend the Agreement to reflect any reduction in funds.

9.9 Equipment Purchases. If this Agreement includes the purchase of equipment, this section is applicable. The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor’s invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.

9.10 Small Business Preference Contract Clause. This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor’s failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving

services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

**10 General.**

10.1 Audits. Contractor shall allow the JBE and its designees to review and audit Contractor's documents and records relating to this Agreement, and Contractor shall retain such documents and records for a period of four years following final payment under this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit. Contractor shall provide to the Judicial Branch Entities and JBE Contractors, on Contractor's premises (or, if the audit is being performed of a Subcontractor, Subcontractor's premises if necessary), space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the Judicial Branch Entities or such JBE Contractors may reasonably require to perform the audits described in this Section. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period three years after final payment.

10.2 References. In this Agreement and the Appendixes: (a) the Appendixes shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Appendixes; (b) the Article and Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement; (c) references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation" and (d) unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

10.3 Assignment. This Agreement will not be assignable by Contractor in whole or in part (whether by operation of law or otherwise) without the prior written consent of the JBE. Any assignment made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the Parties and their permitted successors and assigns.

10.4 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth below:

<b>If to Contractor:</b>	<b>If to the JBE:</b>
William Whitney CEO 1115 East Arques Ave Sunnyvale, CA 94085	Deepak Vejendla IT Director 627 W. 21 <sup>st</sup> Street Merced, CA 95340

Either Party may change its address for notification purposes by giving the other Party written notice of the new address in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10.5 Independent Contractors. Contractor and Subcontractors in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the Judicial Branch Entities or JBE Contractors. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the Parties hereto as an agent, employee, partner, joint venturer, or legal representative of the other, and the relationship of the Parties under this Agreement is that of independent contractors. Neither Party shall have any right, power or authority, express or implied, to bind the other.

10.6 Covenant of Further Assurances. Contractor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Contractor shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

10.7 Publicity. News releases and other public disclosures pertaining to this Agreement will not be made by Contractor without prior written approval of the JBE.

10.8 Third Party Beneficiaries. Except for the Judicial Branch Entities, each Party intends that this Agreement



shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

10.9 Governing Law; Jurisdiction; and Venue. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal district courts located in California in any legal action concerning or relating to this Agreement.

10.10 Follow-On Contracting. Subject to certain exceptions, no person, firm, or subsidiary thereof who has been awarded a Consulting Services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the Consulting Services contract.

10.11 Order of Precedence. Any conflict among or between the documents making up this Agreement will be resolved in accordance with the following order of precedence (in descending order of precedence): (i) Appendix C - The General Terms and Conditions and Appendix D – Defined Terms; (ii) the Coversheet; (iii) Appendix B – Pricing and Payment; (iv) Appendix A – Statement of Work; (v) Appendix E – The Licensed Software; (vi) Appendix F – Maintenance and Support Services; and (vii) any exhibits to the Agreement.

10.12 Miscellaneous. This Agreement has been arrived at through negotiation between the Parties. Neither Party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654. No amendment to this Agreement will be effective unless in writing. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. If any part of this Agreement is held unenforceable, all other parts remain enforceable. A Party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Time is of the essence regarding Contractor's performance of the Work. Unless otherwise approved by the JBE in writing in advance, Work may not be performed outside of the United States. The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but taken together, all of which shall constitute one and the same Agreement.

## **11 Cooperative Agreement ("Piggybacking").**

The Court competitive procurement process conducted during March 6, 2015 through May 4, 2015 which resulted in the execution of this Agreement was JBCM-compliant. The provisions and pricing of this contract may be extended to other California governmental entities. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents/agreements/purchase orders, etc., providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another agency or entity that is entered into as an extension of this Agreement a contract clause that will hold harmless the Court from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of: or in any way connected with the use of this contract. Any participating governmental entities are responsible for obtaining all certificates of insurance and bonds required. The Court makes no guarantee of usage by other users of this contract.

## APPENDIX D: Defined Terms<sup>1</sup>

“Acceptance” is defined in Appendix C, Section 2.2.

“Agreement” means this Standard Agreement as defined on the Coversheet, including the following: Appendix A (Statement of Work), Appendix B (Pricing and Payment), Appendix C (General Provisions), Appendix D (Defined Terms), Appendix E (Licensed Software), and Appendix F (Maintenance and Support Services).

“Applicable Law” means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

“Business Day” means any day other than Saturday, Sunday or a scheduled JBE holiday.

“Claims” means claims, suits, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys’ fees and costs), including those based on the injury to or death of any person or damage to property.

“Confidential Information” means: (i) any information related to the business or operations of Judicial Branch Entities, including information relating to Judicial Branch Entities’ personnel and users; (ii) all financial, statistical, personal, technical and other data and information of the Judicial Branch Entities (and proprietary information of third parties provided to Contractor) that is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know is confidential; and (iii) all Deliverables, Developed Materials, JBE Materials and JBE Data. Confidential Information does not include information (that Contractor demonstrates to the JBE’s satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) that a Third Party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) that is, or through no fault of Contractor has become, generally available to the public.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type. The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

“Contract Amount” has the meaning set forth on the Coversheet.

“Contractor Key Personnel” means the Contractor Project Manager and those Project Staff members identified as “Key Personnel” as set forth in a Statement of Work.

“Contractor Project Manager” means the employee identified in a Statement of Work as the Contractor project manager.

“Contractor Work Location(s)” means any location (except for a JBE Work Location) from which Contractor provides Work.

“Contractor Materials” means Materials owned or developed prior to the provision of the Work, or developed by Contractor independently from the provision of the Work and without use of the JBE Materials or Confidential Information.

“Coversheet” refers to the first sheet of this Agreement.

“Data Safeguards” means industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, a Statement of Work, or pursuant to JBE policies or procedures.

“Default” means if any of the following occurs: (i) Contractor breaches any of Contractor’s obligations under this Agreement, and this breach is not cured within ten (10) days following notice of breach or is not capable of being cured

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<sup>1</sup> Additional capitalized terms may be defined in the other Appendices to this Agreement.

within this cure period; (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) any act, condition, or item required to be fulfilled or performed by Contractor to (x) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (y) ensure that these obligations are legal, valid, and binding, or (z) make this Agreement admissible when required is not fulfilled or performed.

"Defect" means any failure of any portion of the Work to conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation.

"Deliverables" means any Developed Materials, Contractor Materials, Third Party Materials, or any combination thereof (including those identified as "Deliverables" in a Statement of Work, together with all Upgrades thereto), as well as any other items, goods, or equipment provided pursuant to the Work (except the Licensed Software).

"Developed Materials" means Materials created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Judicial Branch Entities or JBE Contractors, in the course of providing the Work under this Agreement, and all Intellectual Property Rights therein and thereto, including, without limitation, (i) all work-in-process, data or information, (ii) all modifications, enhancements and derivative works made to Contractor Materials, and (iii) all Deliverables; provided, however, that Developed Materials do not include Contractor Materials.

"Documentation" means all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Work; together with all Upgrades thereto.

"Effective Date" has the meaning set forth on the Coversheet.

"Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

"IT Infrastructure" means software and all computers and related equipment, including, as applicable, central processing units and other processors, controllers, modems, servers, communications and telecommunications equipment and other hardware and peripherals.

"JBE" has the meaning defined in the coversheet of this Agreement.

"JBE Contractors" means the agents, subcontractors and other representatives of the Judicial Branch Entities, other than Contractor and Subcontractors.

"JBE Data" means all data and information of the Judicial Branch Entities or JBE Contractors disclosed to or accessed by Contractor or Subcontractors, including all such data and information relating to the Judicial Branch Entities and their respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.

"JBE Project Manager" means the individual appointed by the JBE to communicate directly with the Contractor Project Manager.

"JBE Work Locations" means any JBE facility at which Contractor provides Work.

"JBE Materials" means Materials owned, licensed, made, conceived, or reduced to practice by a Judicial Branch Entity or a JBE Contractor, any Materials developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and Intellectual Property Rights in any of the foregoing.

"Judicial Branch Entity" or "Judicial Branch Entities" means the JBE and any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the "Judicial Branch."

"Judicial Branch Personnel" means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

"Licensed Software" means Contractor's software set forth in Appendix E, including Source Code and object code

versions of such software, in whatever form or media, together with all Upgrades and Documentation thereto.

“Malicious Code” means any (i) program routine, device or other feature or hidden file, including any time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door that may delete, disable, deactivate, interfere with or otherwise harm any of the Judicial Branch Entities’ hardware, software, data or other programs, and (ii) hardware-limiting, software-limiting or services-limiting function (including any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.

“Maintenance and Support Services” means the services provided by Contractor under Appendix F.

“Materials” means all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

“Parties” means the JBE and Contractor, collectively.

“Party” means either the JBE or Contractor, as the case may be.

“Project Staff” means the personnel of Contractor and Subcontractors who provide the Work.

“Source Code” means human-readable program statements written by a programmer or developer in a high-level or assembly language that are not directly readable by a computer and that need to be compiled into object code before they can be executed by a computer.

“Specifications” means with respect to each Deliverable, Licensed Software, service, goods, or other portion of the Work, the detailed provisions and documents setting out the specifications, functionality and requirements.

“Statement of Work” means one or more statements of Work to be provided pursuant to and governed under the terms of this Agreement, substantially in the form attached as Appendix A, as agreed to by the Parties.

“Subcontractor” means the agents, subcontractors and other representatives of Contractor providing Work hereunder who are not employees of Contractor.

“Term” means the term of this Agreement.

“Termination Assistance Period” means the period commencing upon the expiration or termination of this Agreement and each Statement of Work and expiring six (6) months thereafter, as such period may be extended by the Parties.

“Third Party” means any person or entity other than the JBE or Contractor.

“Third Party Materials” means Materials that are licensed or obtained by Contractor from a Third Party.

“Upgrades” means all new versions and releases of, and bug fixes, error corrections, Workarounds, updates, upgrades, modifications, patches for, the Licensed Software, Deliverables, Documentation, or any other portion of the Work.

“Work” means each of the following, individually and collectively: the services (including the Maintenance and Support Services), Deliverables, Licensed Software, goods (including equipment) and materials provided under this Agreement, including those services and Deliverables set forth in a Statement of Work, and any incidental services, items, or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement (or the Statement of Work), but which are required for the performance of Contractor’s obligations and delivery of services.

“Workaround” means a temporary modification to or change in operating procedures for the Work that: (i) circumvents or effectively mitigates the adverse effects of a Defect so that the Work complies with and performs in accordance with the applicable Specifications and Documentation; (ii) does not require substantial reconfiguration of the Work or any reloading of data; and (iii) does not otherwise impose any requirements that would impede an end user’s efficient use of the Work.

“Work Location(s)” means any JBE Work Location or Contractor Work location.

**APPENDIX E: THE LICENSED SOFTWARE**

1. The Licensed Software. Contractor will provide access to remotely hosted Licensed Software. Contractor will provide the training necessary for the use and operation of the Licensed Software.
2. Software License. Contractor will provide remote access to hosted Court application utilizing Licensed Software subject to F3 Exhibit EULA. All data created and/or processed by the Licensed Software shall remain the property of the Judicial Branch Entities and Contractor shall not have any rights in or to such data.

## APPENDIX F: MAINTENANCE AND SUPPORT SERVICES

1. Services. Contractor will provide the maintenance and support services and service levels set forth in this Appendix F for all Work provided under the Agreement, including all services, goods, Deliverables, and Licensed Software. The Maintenance and Support Services will commence and end on a mutually agreed upon time.

### 2. Definitions.

- (a) "Level 1 Support" means qualifying and logging all Technical Support Incidents, answering technical inquiries via telephone support and email regarding the Work and performing limited diagnostic services.
- (b) "Level 2 Support" means, with the use of technical support specialists: (i) performing Defect isolation, Defect replication and interoperability testing; (ii) performing remote diagnostic services and on-site troubleshooting, if required; (iii) identifying the source of Defects; (iv) developing a reproducible test case for any Defect and documenting the details of such Defect for escalation to Level 3 Support; and (v) developing and implementing Workarounds where reasonably possible.
- (c) "Level 3 Support" means, with the use of backup engineering and technical support staff, isolating Defects and developing Defect corrections including, without limitation, Upgrades.
- (d) "Reporting Date" means the date that the JBE reports the Defect at issue.
- (e) "Resolution Period" means the period of time elapsed from Contractor's receipt of a report of a Defect until the time such Defect is resolved and normal production functionality has been achieved, excluding any time of the JBE to perform acceptance testing on the applicable Defect correction.
- (f) "Severity Level" means the actual impact of a Defect on a user's operational environment as further described in the table below.
- (g) "Standard M&S Hours" means *7am to 7 pm Pacific Time on all Business Days*.
- (h) "Technical Support Incident" means a single, indivisible problem reported or technical inquiry made regarding the Deliverable, service, Licensed Software or any other part of the Work, including without limitation user questions or Defect reports. A Technical Support Incident is only closed when mutually agreed by the parties.

3. Maintenance. Contractor shall promptly provide the JBE with all Upgrades, including without limitation: (i) all Upgrades generally made available by Contractor to its other customers; Without limiting any other obligation of Contractor under this Agreement, Contractor represents and warrants that it will maintain services, software or any other part of the Work so that they operate in accordance with their Specifications and Documentation.

### 4. Support.

- (a) Response. Without limiting Contractor's obligations under Section 4(b) below, with respect to each Technical Support Incident not covered in the table below, Contractor shall respond to the JBE within **four (4) hours** after the JBE reports a Technical Support Incident (such hours all occurring during Standard M&S Hours) to Contractor or within the applicable Response Periods, whichever is shorter.
- (b) Services and Monthly Support. Contractor shall respond to and resolve all Defects in accordance with the Severity Levels determined by the JBE for each Defect and the table set forth below.

Severity Level	Description	Resolution Hours	Response Period	Resolution Period
Severity Level 1	<ul style="list-style-type: none"> <li>A Severity Level 1 Defect exists if:               <ul style="list-style-type: none"> <li>(i) a critical component of a service, Deliverable, Licensed Software or other item of Work has stopped, or is so severely impacted that the Work or component cannot reasonably continue to operate, or the JBE or user is prevented from performing a task critical to the normal operation of the Judicial Branch Entities, and there is no Workaround available for the foregoing; or</li> <li>(ii) data is corrupted or data integrity issues related to security or confidentiality leads to noncompliance with legal requirements or regulations.</li> </ul> </li> </ul>	Standard M&S Hours	30 minutes	2 hours
Severity Level 2	<ul style="list-style-type: none"> <li>A Severity Level 2 Defect exists if:               <ul style="list-style-type: none"> <li>(i) a critical component of a service, Deliverable, Licensed Software, or other item of Work is unavailable or will not work but a Workaround is available; or</li> <li>(ii) a non-critical component of a service, Deliverable, Licensed Software or other item of Work is unavailable or will not work and there is no Workaround.</li> </ul> </li> </ul>	Standard M&S Hours	30 minutes	One Business Day
Severity Level 3	<ul style="list-style-type: none"> <li>A Severity Level 3 Defect exists if the non-critical component result is not as expected but a Workaround for the item of Work is available and there is no significant impact to the end user.</li> </ul>	Standard M&S Hours	2 hours	120 hours
Severity Level 4	<ul style="list-style-type: none"> <li>All Defects other than Severity Level 1 Defects, Severity Level 2 Defects and Severity Level 3 Defects (e.g., minor or cosmetic Defects). Workarounds are available.</li> </ul>	Standard M&S Hours	2 hours	30 days



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Effective Date: 6-17-2014

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(b). Except to the extent permitted by law, you may not directly or indirectly (i) transmit,



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#### **7. Indemnity**

You agree to indemnify and hold harmless BMI, its officers, directors, employees, representatives, successors and assigns from and against any claims, actions, demands, liabilities, settlements and damages including without limitation, reasonable attorneys fees and costs, arising from or related to any violation of this Agreement by You.

#### **8. U.S. Government Restricted Rights**

If this Software is being accessed for use by or on behalf of the U.S. Government or by a U.S. Government contactor (at any tier), then the Government's rights in the Software and governing documentation will be only as set forth in this Agreement for commercial software developed exclusively at private expense, in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions), as applicable. Unpublished rights are reserved under the Copyright laws of the United States. BMI Imaging Systems, Inc., 1115 E. Arques Avenue, Sunnyvale, CA 94086.

#### **9. End Users Outside the US**

If you are located outside the jurisdiction of the U.S., then the provisions of this Section shall apply to you. (i) this Agreement and all related documentation shall be in the English language. (LES PARTIES AUX PRESENTES CONFIRMENT LEUR VOLONTE QUE CETTE CONVENTION DE MEME QUE TOUS LES DOCUMENTS Y COMPRIS TOUT AVIS QUI S'Y RATTACHE, SOIENT REDIGES EN LANGUE ANGLAISE); and (ii) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Software and you represent that you have complied with any regulations or registration procedures required by applicable law to make this Agreement and license valid and enforceable.

#### **10. Export / Import**

End User agrees to comply with all export and import laws and restrictions and regulations of the United States and foreign countries, and not to export, re-export or import the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary authorizations. Neither the Software nor the

underlying information or technology may be downloaded or otherwise exported or re-exported (i) to Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, Syria or any other country subject to a U.S. trade sanctions or embargo, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to any named party or individual on the U.S. Department of Treasury, Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, and/or the U.S. Department of Commerce, Bureau of Export Administration Denied Persons List or Entity List. By using the Software, Licensee agrees to the foregoing and represents and warrants that it is not located within an embargoed jurisdiction and is otherwise in compliance with these conditions.

#### **11. Termination/Survival**

This Agreement and End User's rights and license granted hereunder shall continue in perpetuity unless a termination date is specified in any purchaser order, unless terminated earlier pursuant to the terms of this Agreement. BMI may immediately suspend and/or terminate End User's right and license under this Agreement with or without notice to End User upon discovery of a material breach of this Agreement. The provisions of Sections 5, 6, 7 and 11 shall survive the termination of this Agreement.

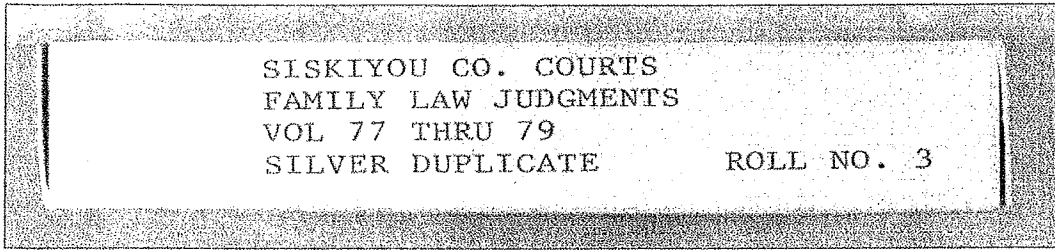
#### **12. General**

This Agreement will be governed by the laws of the State of California without application of conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement and is hereby expressly excluded. Should any provision of this Agreement be deemed invalid or unenforceable, the remaining portions shall remain valid and enforceable in accordance with the original intentions of the parties. All disputes arising from or relating to this Agreement and/or its subject matter shall be brought in a court of competent jurisdiction located in the State of California. The prevailing party in any action or proceeding to enforce the terms of this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof. All previous and collateral agreements, representations, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement. In the event of any conflict between this Agreement and any other terms and conditions pertaining to the access and use of the Software, this Agreement shall govern the access and use of this Software. This Agreement may not be modified or amended except in writing signed by a duly authorized officer of BMI. BMI reserves the right to modify the terms and conditions of this Agreement with thirty (30) days advance notice to you. No provision of this Agreement may be waived except in writing signed by the party to be charged. No waiver of any default or violation shall constitute a waiver of any subsequent default or violation of the same or other provision. All notices and approvals given under this Agreement must be in writing and delivered in person, or by first class mail, express mail, facsimile with confirmation of transmission, or email with return acknowledgment. Notice provided in accordance with this subsection will be deemed given when received. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. This Agreement and the

rights granted hereunder may not be assigned without the express written consent of BMI. The section headings of this Agreement are provided for purposes of convenience only and shall be of no effect in the interpretation or meaning of any provision.  
[End of Agreement]

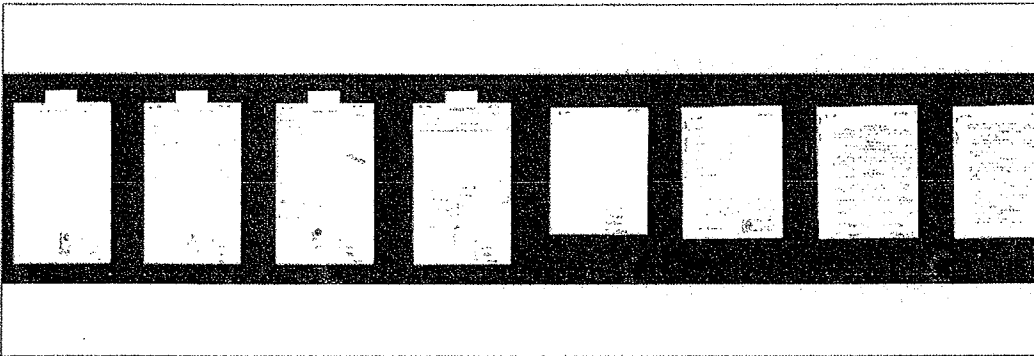
BMI would like to utilize subcontractors for the following two services:

1. Data capture of roll film label information. See sample below:

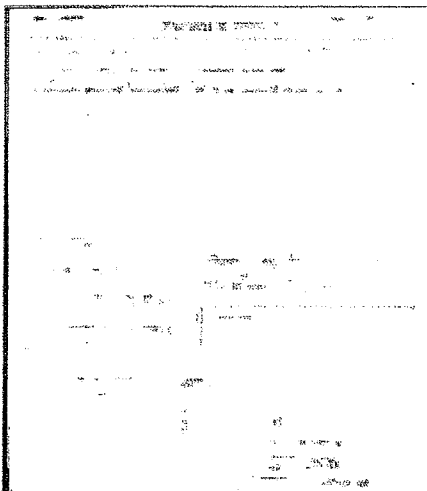


2. Framing of images (these images are out of focus and cannot be read –see below strip and blow up of strip image). This allows for efficient printing/saving of images as this eliminates the black border around the frame or copy board. See samples below:

Roll film strip sample- subcontractors receive strips and draw boxes around the images that the image processing software might have missed. Very helpful when outputting the individual images, to make sure we get them all.



Film strip image blown up (unreadable):



**AGENDA TRANSMITTAL FORM**

To: **Board of Supervisors**

Date: 09/15/2015

From: Richard M. Forster, Supervisor, District II  
(Department Head - please type)

Phone Ext. x470

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>09/22/2015</u>	

Department Head Signature \_\_\_\_\_

Agenda Title: Township 2 Cemetery Board

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Approval of the reappointment of the following individual for a four year term to the subject Board.

Mr. Anthony H. (Tony) Beuving:-Re-appointment to a four year term (9/26/15-9/25/19)

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

Contract Attached:  Yes  No  N/A  
 Resolution Attached:  Yes  No  N/A  
 Ordinance Attached:  Yes  No  N/A

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel \_\_\_\_\_  
 Auditor JOR GSA Director Hop  
 CAO CE Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Confirmation letter to Mr. Beuving.

**FOR CLERK USE ONLY**

Meeting Date 9-22-15 Time \_\_\_\_\_ Item # 6A

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
 Completed by \_\_\_\_\_  
 A new ATF is required from \_\_\_\_\_  
 Department \_\_\_\_\_  
 For meeting \_\_\_\_\_  
 of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  
 ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

Save

Print Form



Jennifer Burns <jburns@amadorgov.org>

---

**Re: Term expiring**

1 message

---

**Richard Forster** <rforster@amadorgov.org>

Thu, Sep 10, 2015 at 7:31 PM

To: Tony Beuving <tbeuving@ionecemetery.com>

Cc: Jennifer Burns <jburns@amadorgov.org>, Teresa Wagstaff <twagstaff@amadorgov.org>

Tony,

Our next meeting is September 22nd. Your reappointment will be on that meeting consent agenda.

Thank you for your desire to serve again.

Richard

Sent from my iPhone

> On Sep 10, 2015, at 5:20 PM, Tony Beuving <tbeuving@ionecemetery.com> wrote:

>

> Richard:

> My term on the Township #2 Public Cemetery District is set to expire on Sept 27. If you are ok with nominating me for another term, I would be honored to serve again. Please let me know when I have been officially approved so we can get that entered into our records.

> Thank you,

> Tony Beuving

> Trustee, Township #2 Public Cemetery District.

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
09/22/15	

To: **Board of Supervisors**

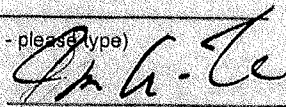
Date: September 1, 2015

From: James Foley, Director

Phone Ext. 625

(Department Head - please type)

Department Head Signature



Agenda Title: Request to hire for (1) new position in Social Services

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Request to hire for (1) Social Worker I/II in CPS.

This is a Merit Systems position and must be hired through the Merit Systems process.

Recommendation/Requested Action:

Authorize the requested action

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name Administrative Committee 9/14/15

Committee Recommendation:

Request Reviewed by:

Chairman

Counsel

Auditor



GSA Director



CAO



Risk Management

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Copy of approved ATF to Chris @ Social Services, HR and Auditor

### FOR CLERK USE ONLY

Meeting Date

9-22-15

Time

Item #

7A

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes

Resolution

Ordinance

Other:

Noes

Resolution

Ordinance

Absent:

Comments:

Distributed on

A new ATF is required from

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by

Department

ATTEST:

For meeting

Clerk or Deputy Board Clerk

of



**DEPARTMENT OF SOCIAL SERVICES**

10877 Conductor Blvd. Suite 200 Sutter Creek, CA 95685  
PHONE (209) 223-6550 FAX (209)257-0242



To: Amador County Board Clerk

From: Jim Foley, HHS Director

Date: September 1, 2015

Re: Request (1) item be placed on Administrative Committee Agenda for  
September 14, 2015

Request to hire for (1) Social Worker I/II. This is a new position for CPS that is required due to an ever increasing workload.

This is Merit Systems position.

## **SOCIAL WORKER I**

### **DEFINITION**

Under close supervision, learning to determine the need for basic social services required by clients; to carry a limited non-complex caseload; and do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry/trainee level in the Social Worker class series. Incumbents in this class differ from the Social Worker II in that they work under close supervision in a training status and carry a limited, non-complex caseload while incumbents at the higher level generally carry a full caseload and are able to work with greater independence of action. Incumbents at this level are given constant and detailed supervision as they learn departmental organization, social services programs, basic case study methods and casework services. Incumbents are expected to promote to the Social Worker II level after successful completion of one (1) year of experience and shall not remain at the I level beyond one (1) year.

### **REPORTS TO**

Social Services Supervisor or Program Manager

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None

### **EXAMPLES OF DUTIES**

Studies and applies the principles and techniques of social work to a caseload which includes basic types of services problems; works in a trainee capacity while interviewing clients to determine the nature of their problems and develop basic services plans; carries out the less difficult provision of services, under relatively close supervision; makes referrals to other staff and other agencies as required by the type of case services needed; interprets social services rules, regulations and policies for clients and the public within a defined scope of responsibility; maintains necessary casework records; attends training courses designed to further an incumbent's understanding of social work processes and to increase their technical competence. Incumbents will be required to utilize a basic social services statewide computer system.

### **SOCIAL WORKER I - 3**

Education and Experience: Any combination of education and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Graduation from college, including successful completion of 30 semester units in social welfare, human services, sociology or other behavioral sciences.

OR

One (1) year of experience comparable to that of an Eligibility Worker II or Employment and Training Worker II.

AND

Successful completion of 30 college semester units in social welfare, sociology, human services or other behavioral sciences

OR

Three (3) years of experience comparable to that of a Vocational Assistant.

OR

One (1) year of full-time social work case management experience in a public or private social services agency.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

## SOCIAL WORKER II

### DEFINITION

Under supervision, to carry a case load of moderate difficulty involving the determination of need for social services by applicants or clients; to perform basic social studies to identify a need for more intensive casework services; to perform employability evaluations; to provide a variety of employment and training services; to provide casework services of a general nature; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Social Worker series. Positions in this class differ from those in the Social Worker I in that incumbents are required to provide casework services requiring experience and background. The emphasis is on providing social or employment and training services on an independent basis rather than working in a learning or training capacity. Incumbents in this class receive more difficult assignments, requiring more skill and depth of knowledge than a Social Worker I. However, they do not receive assignments of the level of difficulty assigned to a Social Worker III. Social Worker IIIs normally work with a higher degree of independence of action in administering services and making use of agency or community resources.

### REPORTS TO

Social Services Supervisor or GAIN Coordinator.

### CLASSIFICATIONS DIRECTLY SUPERVISED

None.

### EXAMPLES OF DUTIES

Carries a case load which includes cases with problems of difficulty; makes case studies to determine social service and/or employment and training needs of clients; may administer and interpret vocational measurement tests; may identify employment barriers and develop employment plans; may provide career guidance; develops and carries out social service treatment and/or employment and training plans for an assigned case load; may evaluate client compliance with employment goals; refers clients to other staff members; makes social studies and develops non-complex treatment plans; assists applicants and recipients in utilizing available resources for individual needs; coordinates services with local community groups and agencies; interprets the policies, rules, and regulations of the Department to applicants, clients and others within the scope of their responsibility; makes home calls in connection with casework assignments; prepares and maintains case records; compiles data for research studies; may be assigned to specialized functions; participates in in-service training and other staff development

## **SOCIAL WORKER II - 2**

activities to increase knowledge of the social work and/or employment and training processes and achieve technical competence; receives casework consultation from professionally trained staff members; provides community outreach for various Department programs.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### Knowledge of:

- Socio-economic conditions and trends.
- Basic principles of individual and group behavior.
- Current issues in the field of social welfare.
- Problem-solving methodologies.
- Employment preparation and training programs.
- Employment planning and utilization of resources.
- Basic public welfare programs at the Federal, State and local levels.
- The general principles of public assistance and/or employment and training policies and programs.
- Principles and techniques of interviewing and recording of social casework.
- Laws, rules, and regulations governing the operation of a public welfare agency.
- Community organizations and social problems requiring the use of public and private community resources.
- Counseling methods and techniques.
- Basic principles involved in the development and implementation of personality and in-group processes.

#### Ability to:

- Understand and carry out Department programs, policies, and procedures.
- Obtain facts and analyze information, drawing sound conclusions.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Identify and evaluate needs and barriers to employment.
- Develop employment plans and goals.
- Communicate effectively, both orally and in writing.
- Establish and maintain client rapport on an individual basis.

### **SOCIAL WORKER II - 3**

- Analyze situations and adopt effective courses of action.
- Develop skills in interviewing people, making interpretations and recording information.
- Maintain the confidentiality of case records.
- Effectively represent the Social Services Department in contacts with clients, the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of experience comparable to a Social Worker I.

OR

One (1) year of social work casework experience.

AND

Successful completion of 30 college semester units in social welfare, sociology, social/human services, career planning, vocational guidance, employment counseling, or other behavioral science.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
September 22, 2015	

To: **Board of Supervisors**

Date: September 10, 2015

From: Jon Hopkins, GSA Director  
(Department Head - please type)

Phone Ext. x759

Department Head Signature \_\_\_\_\_

Agenda Title: Approve the Airport Improvement Program Sponsor Certification form for Construction Project Final Acceptance

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The County of Amador was offered a Federal Aviation Administration (FAA) Airport Improvement Program grant for the "Design of Precision Approach Path Indicator (PAPI) systems, related electrical system reconstruction and modifications for Runway 01/19 and PAPI sighting Obstruction Identification and Mitigation". All contracted and in-house work has been completed and approved by the FAA. In order to close out the grant, FAA requires certification from the County that all provisions with Title 49 U.S. Code of Federal Regulations, Part 18.50 have been complied with. The Airport has complied with these regulations and now seeks final acceptance in order to close this grant.

Recommendation/Requested Action:  
Approve the Airport Improvement Program Sponsor Certification form for Construction Project Final Acceptance

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts N/A

FAA Grant funded \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_

Comments: Final Acceptance form attached

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel \_\_\_\_\_

Auditor JOR \_\_\_\_\_ GSA Director HOP \_\_\_\_\_

CAO OE \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA-Jon Hopkins, Airport-David Sheppard, County Counsel-Gregory Gillott, Risk (electronically)

### FOR CLERK USE ONLY

Meeting Date 9-22-15 Time \_\_\_\_\_ Item # 7B

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

Completed by \_\_\_\_\_

A new ATF is required from \_\_\_\_\_ Department \_\_\_\_\_ For meeting of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

Save

U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
**CONSTRUCTION PROJECT FINAL ACCEPTANCE**

Amador County  
*(Sponsor)*

Amador County Airport  
*(Airport)*

3-06-0111-16  
*(Project Number)*

**Design and Construction of Precision Approach Path Indicator (PAPI) systems, related electrical system reconstruction and modifications for Runway 01/19 and PAPI sighting Obstruction Identification and Mitigation**

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been submitted to the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. All tests specified in the plans and specifications were performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



	Yes	No	N/A
<b>7.</b> Payments to the contractor were made in compliance with contract provisions as follows:			
<b>a.</b> Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>b.</b> If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
<b>8.</b> The project was accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>9.</b> A final project inspection was conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>10.</b> Work in the grant agreement was physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>11.</b> If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>12.</b> Applicable close out financial reports have been submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

County of Amador

*(Name of Sponsor)*

*(Signature of Sponsor's Designated Official Representative)*

Brian Oneto, Chairman,  
Amador County Board of Supervisors

*(Typed Name of Sponsor's Designated Official Representative)*

September 10, 2015

*(Date)*