

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

JUSTICE WORKS, L.L.C.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** ongoing customer support for the case management system of the Office of the Public Defender.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 30,000.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from July 1, 2014 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B** Insurance Exemptions/Modifications
- Exhibit C FY 2013-14 Renewal
- Exhibit D FY 2010-13 Agreement
- Exhibit E Amendment #1-Vendor Incorporation
- Exhibit F FY 2007-10 Initial Agreement

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9.0 INSURANCE REQUIREMENTS.

- 9.01 Evidence of Coverage:  
Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 Qualifying Insurers:  
All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance.** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance.** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance.** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance.** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

- 9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance

shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or

information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 License not a sale. This license does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the licensed software, all of the same being expressly reserved to and vested in defenderData. Nor shall Licensee (COUNTY) acquire any right or interest in the licensed software as a result of any changes to the licensed software made by Licensee.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent

applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
James S. Egar, Public Defender	Carl Richey, President
Name and Title Office of the Public Defender 111 W. Alisal Street Salinas, CA. 93901	Name and Title Justice Works, L.L.C P.O. Box 150811 Ogden, UT 84415-0811
Address	Address
(831) 755-5058	(866) 387-6260
Phone	Phone

**15.0 MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.



- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

*Debra Bayard, MS*  
Debra Bayard, MS  
Deputy Purchasing Agent  
County of Monterey

By:

Date:

*7 September 2014*

By:

Department Head (if applicable)

Date:

Approved as to Form?

By:

*[Signature]*  
County Counsel

Date:

*8-15-14*

Approved as to Fiscal Provisions?

By:

Auditor/Controller

Date:

*[Signature]*

Approved as to Liability Provisions?

By:

*Dypple Schumaker*  
Risk Management

Date:

*8-18-14*

CONTRACTOR

Justice Works LLC  
Contractor's Business Name\*

*[Signature]*  
(Signature of Chief Executive Officer/President)

Carl Richey, President  
Name and Title

Date:

*[Signature]*

By:

*[Signature]*  
(Signature of Secretary, Vice Secretary, CFO, Treasurer or Vice Treasurer)

Gordon Kerr, CIO  
Name and Title

Date:

*[Signature]*

\*INSTRUCTIONS: If CONTRACTOR is a corporation, include the name of the corporation and the full legal name of the corporation next to the signature. If the signature is of a specified officer of CONTRACTOR, a majority of the name of the partner, officer, secretary, treasurer, or the secretary or partner who has authority to execute this Agreement on behalf of the contracting party. If CONTRACTOR is contracting on an individual capacity, the majority of the name of the individual contracting party shall sign the Agreement.

Approval by County Counsel is required.

Approval by Auditor/Controller is required.

Approval by Risk Management is required only if contract price is greater than \$50,000.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
Contractor's Business Name\*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup> \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
8/15/14

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Approved as to Fiscal Provisions<sup>2</sup> \_\_\_\_\_

By: \_\_\_\_\_  
Auditor/Controller

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>3</sup> \_\_\_\_\_

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_  
8-18-14

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 8 or 9



SCHEDULE

Policy Number: 94-CN-0057-4

Named Insured:

JUSTICE WORKS LLC  
PO BOX 150811  
OGDEN UT 84415-0811

Name And Address Of Additional Insured Person Or Organization:

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DEPT  
THE COUNTY OF MONTEREY ITS  
AGTS, OFFICERS & EMPLOYEES  
168 W ALISAL ST FL 3  
SALINAS CA 93901-2487

1. SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or  
(2) The acts or omissions of those acting on your behalf,  
in the performance of your ongoing operations for that additional insured; or

b. Products-Completed Operations

- "Your work" performed for that additional insured and included in the "products-completed operations hazard".
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage
3. Primary Insurance The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled

All other policy provisions apply

CMP-4766

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AUGUST 12, 2014

COVERAGE TITLES	Fire Policy Status	LIMIT	DEDUCT
And Extra Expense			
Money Orders And Counterfeit Money		\$1,000	\$500
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business)		\$100,000	\$500
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Building)		\$250,000	\$500
Ordinance Or Law - Equipment Coverage	Included		\$500
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)		\$5,000	\$500
*Personal Property Off Premises		\$15,000	\$500
Pollutant Clean Up And Removal		\$10,000	\$500
Preservation Of Property		30 Days	\$500
Unauthorized Business Card Use		\$5,000	\$500
+Utility Interruption - Loss Of Income		\$30,000	\$0
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included		\$500

LOCATION 0001	LIMIT	DEDUCT
*Accounts Receivable	\$50,000	\$500
*Back-Up Of Sewer Or Drain	\$15,000	\$500
*Money And Securities (Off Premises)	\$5,000	\$250
*Money And Securities (On Premises)	\$10,000	\$250
*Outdoor Property	\$5,000	\$500
*Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500	\$500
*Seasonal Increase - Business Personal Property	25%	\$500
*Signs	\$2,500	\$500
*Valuable Papers And Records	\$50,000	\$500

**State Farm**



**State Farm Fire and Casualty Company**  
A Stock Company with Home Offices in Bloomington, Illinois  
Herein called the Insurer

**TECHNOLOGY SERVICES ERRORS AND OMISSIONS  
LIABILITY INSURANCE POLICY**

Policy No: PS0000001327207  
Renewal of Policy No: PS0000001327206

**PART 1. DECLARATIONS PAGE**

THIS IS A CLAIMS MADE POLICY. **DEFENSE COSTS** ARE INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

THIS DECLARATIONS PAGE, ALONG WITH YOUR SIGNED **APPLICATION OR RENEWAL APPLICATION** AND ALL FORMS AND ENDORSEMENTS LISTED IN ITEM 7, BELOW COMPLETE THE POLICY.

IN RETURN FOR THE PAYMENT OF THE PREMIUM **WE AGREE WITH YOU TO PROVIDE INSURANCE** UNDER THE PROVISIONS OF THIS POLICY.

Item 1. **Named Insured:** Justice Works, LLC  
**Address:** 598 W. 900 South, Suite 107  
Woods Cross, UT 84010

Item 2. **Policy Period**  
**Effective Date** May 30, 2014 **Expiration Date:** May 30, 2015  
(12:01 A.M. Standard Time at the Address stated in Item 1.)

Item 3. **Retroactive Date:** May 30, 2007 IF NO DATE IS STATED HERE, COVERAGE DOES NOT APPLY TO **WRONGFUL ACTS** COMMITTED PRIOR TO THE EFFECTIVE DATE STATED IN ITEM 2. ABOVE.

**PART 1. DECLARATIONS PAGE (Continued)**

**Named Insured:** Justice Works, LLC

Policy No. PS0000001327207

Item 4. Limit of Liability: a. \$1,000,000 Each **Wrongful Act**  
b. \$1,000,000 Total Limit of Liability

Item 5. Retention: \$5,000 Each **Wrongful Act**

Item 6. Premium: \$6,755.00


Item 7. Form(s) and Endorsement(s) made part of this Policy at the time of issuance:

PSTK5000(07/01)	Technology Services Errors and Omissions Liability Insurance Policy
PSTK5009UT(03/02)	Utah Amendatory Endorsement
PSTK5010(08/02)	Amendatory Endorsement - Claims Made By Any Regulatory Authority or Governmental Agency

Item 8. Notices to the Insurer - All notices to the Insurer pertaining to this Policy must be sent to:

State Farm Specialty Products  
111 North Canal Street, Suite 940  
Chicago, IL 60606-7201

Date of Issue: June 9, 2014

By   
Authorized Representative



# EXHIBIT A

## Scope of Services / Payment Provisions

### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR, JUSTICE WORKS, L.L.C., will continue to provide custom software enhancements to existing case management system for the Public Defender's Office. CONTRACTOR will work with the Public Defender's Office and Information Technology Department staff to provide a load routine for the data transferred from Superior Court.

CONTRACTOR will provide additional services listed below:

- Provide a load routine for the data transferred from Superior Court;
- Develop Statistical Reports for Public Defender's Office;
- Customizations of case management system to meet future office needs; and
- Provide an Enterprise level software license with unrestricted installations on any PCs owned by the Public Defender's Office.

Under no circumstances shall the County be liable for any and all fees, costs, and expenses incurred pursuant to this agreement in excess of the contract maximum of \$30,000.00.

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$30,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR will charge the Public Defender's Office a per case amount for each new case based on CONTRACTOR'S pricing structure:

- \$2 per case up to 5,000 new cases per year, or
- \$1.75 for new cases between 5,000 and 10,000 per year, or
- \$1.50 per case for 10,000 or more new cases per year.

Custom software enhancements or other consulting services will be provided at the rate of \$100 per hour.

# EXHIBIT B

## Justification for Business Automobile Insurance Modification

Contractor's carries Automobile liability in the amounts required the County of Monterey; however the Public Defender Office request a modification of the additional insured and primary & non-contributory endorsements which are not provided as required by Section 9.03 and Section 9.04. This modification of insurance does not affect the Contractor's responsibility and duty to indemnify the County under the provisions of this Agreement.

## Justification for Professional Liability Insurance Modification

Contractor's insurance company, Acord, advised Contractor that because of the size of Contractor's company, claim limits could not exceed \$1,000,000. The Public Defender accepts the lower insurance coverage amount and is requesting the professional liability limit requirement be modified for this contractor to \$1,000,000 in the aggregate.

  
\_\_\_\_\_  
JAMES S. EGAR, Monterey County Public Defender

8/18/14  
\_\_\_\_\_  
Date Signed

# EXHIBIT C

## RENEWAL TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND JUSTICE WORKS, L.L.C.

**THIS RENEWAL** to the County of Monterey Agreement for Professional Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Justice Works, L.L.C. (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

**WHEREAS**, the Parties had previously entered into an Agreement for Professional Services (hereinafter, "Agreement"), on August 16, 2010; and

**WHEREAS**, the Agreement is attached hereto as Attachment 1; and

**WHEREAS**, that Agreement expired on June 30, 2013; and

**WHEREAS**, this RENEWAL is necessary due to the continued need to provide ongoing custom support of case management system, defenderData, for the Office of the Public Defender; and

**WHEREAS**, the Parties wish to renew the Agreement on the same or similar terms, beginning July 1, 2013, to continue to provide services of custom support of case management system for the Office of the Public Defender of Monterey County.

**NOW THEREFORE**, the Parties agree as follows:

1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Attachment 1, incorporated herein by this reference, except as specifically set forth below.
2. The term of this RENEWAL is from July 1, 2013 to June 30, 2014, unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1. The total amount payable by County to CONTRACTOR has not been increased and remains the same as set forth in Attachment 1.
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

COUNTY OF MONTEREY

By: [Signature]  
Contracts/Purchasing Officer

Date: 8.27.13

Approved as to Form and Legality  
Office of the County Counsel

By: [Signature]  
WILLIAM M. LITT  
Deputy County Counsel

Date: 8/26/13

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 8-26-13

Approved as to Indemnity, Insurance Provisions

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR\*

JUSTICE WORKS, L.L.C.

Contractor's Business Name

By: [Signature]  
(Signature of Chair, President or Vice President)

Its: Carl Richey, President  
(Print Name and Title)

Date: 8/21/2013

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CIO, Treasurer or Assistant Treasurer)

Its: Stephen Richey, VP Sales & Marketing  
(Print Name and Title)

Date: 8/21/2013

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**( NOT TO EXCEED \$100,000)**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and defenderData L.L.C. DBA JUSTICE WORKS, L.L.C (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide ongoing custom support of case management system for the Office of the Public Defender.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$90,000.00

3. **TERM OF AGREEMENT.** The term of this Agreement is from JULY 1, 2010 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A     Scope of Services/Payment Provisions
- Exhibit B     Insurance Exemptions/Modifications

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: [Signature]  
Purchasing Manager  
Date: 8-16-10

By: \_\_\_\_\_  
Department Head (if applicable)  
Date: \_\_\_\_\_

Approved as to Form

By: [Signature]  
County Counsel  
Date: 8-15-10

Approved as to Fiscal Provisions<sup>1</sup>

By: [Signature]  
Auditor/Controller  
Date: RISK MANAGEMENT 8-5-10

Approved as to Indemnity/  
Liability Provisions  
Insurance Language

By: [Signature]  
Risk Management  
Date: 8-11-10

**CONTRACTOR**

Justice Works, LLC  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice President)

Carl Richey, President  
Name and Title

Date: August 4, 2010

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)\*

Stephen Richey, Vice President  
Name and Title

Date: August 4, 2010

ENTERED  
AUG 13 2010  
ccc

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup> Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

<sup>2</sup> Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

# EXHIBIT A

## SCOPE OF WORK

CONTRACTOR, defenderData L.L.C. DBA JUSTICE WORKS, L.L.C., will continue to provide custom software enhancements to existing case management system for the Public Defender's Office. CONTRACTOR will work with Public Defender's Office and Information Technology Department staff to provide a load routine for the data transferred from Superior Court. Under no circumstances shall the County be liable for any and all fees, costs, and expenses incurred pursuant to this agreement in excess of the contract maximum of \$90,000.00 (approximately \$30,000.00 per year).

CONTRACTOR will provide additional services listed below:

- Provide a load routine for the data transferred from Superior Court.
- Develop Statistical Reports for Public Defender's Office.
- Customizations of case management system to meet future office needs
- Provide an Enterprise level software license with unrestricted installations on any PC's owned by the Public Defender's Office.

CONTRACTOR will charge the Public Defender's Office a per case amount for each new case based on CONTRACTOR's pricing structure:

- \$2 per case up to 5,000 new cases per year
- \$1.75 for new cases between 5,000 and 10,000 per year
- \$1.50 per case for 10,000 or more new cases per year.

Custom software enhancements or other consulting services will be provided at the rate of \$100 per hour. CONTRACTOR will submit a monthly invoice to the billing address provided below within 30 days following the last service provided during the prior month in order to receive payment. This agreement commits both parties to one year with an option of extending the contract for two additional one-year periods at the same rate.

*Billing Address:*

Office of the Public Defender  
Attention: Accounts Payable  
P.O. Box 539  
Salinas, CA 93902

# EXHIBIT D

## COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES (NOT TO EXCEED \$100,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and defenderData L.L.C. DBA JUSTICE WORKS, L.L.C (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide ongoing custom support of case management system for the Office of the Public Defender.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$90,000.00
3. **TERM OF AGREEMENT.** The term of this Agreement is from JULY 1, 2010 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Insurance Exemptions/Modifications

### 5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

### 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall



williamson-pagej Page 2 8/10/2010 promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County or the Contractor may terminate the Agreement for any reason by giving written notice of termination to the other at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03. Early Termination Charges. The fees, rates and discounts set forth in this agreement are based on County's commitment to license the licensed software for the entire term commitment. County understands and agrees that it is not possible to calculate defenderData's loss if the Agreement is terminated prior to the end of the term commitment. Therefore, to compensate defenderData for such loss and not as a penalty, County shall - in the case of voluntary termination pursuant to Section 7.01 or County's material breach - pay an early termination charge. The early termination charge shall equal the average of the Monthly Subscription fees incurred to date multiplied by the remainder of the months remaining to the end of the anticipated three year term commitment, less all fees paid pursuant to this contract to the date of termination.

8. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9. INSURANCE.

### 9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability, insurance covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further

provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. License not a sale. This license does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the licensed software, all of the same being expressly reserved to and vested in defenderData. Nor shall Licensee (COUNTY) acquire any right or interest in the licensed software as a result of any changes to the licensed software made by Licensee.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES**. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
JAMES S. EGAR PUBLIC DEFENDER	CARL RICHEY PRESIDENT
Name and Title	Name and Title
PUBLIC DEFENDER'S OFFICE 111 W. ALISAL STREET SALINAS, CA 93901	defenderData L.L.C. DBA JUSTICE WORKS, L.L.C.  P. O. BOX 150811 OGDEN, UT 84415-0811
Address	Address
(831) 755-5058	(866) 387-6260
Phone	Phone

## 15. MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the

CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Dispute Resolution.

(a) Any dispute between the parties arising under or relating to this Agreement that cannot be resolved by the parties themselves shall be submitted to mediation in Salinas, California, administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association. Each party will bear its own costs in the mediation, including attorneys' fees, and one-half the cost of the mediator.

(b) Any dispute that remains unresolved after mediation will be resolved by final and binding arbitration in Salinas, California, before a single arbitrator conducted by and in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. The arbitrator shall not be the same person as the mediator. Each party shall bear its own costs in the arbitration, including attorneys' fees, and each party shall bear one-half of the cost of the arbitrator.

(c) The arbitrator shall have the authority to award such damages as are not prohibited by this agreement and may, in addition and in a proper case, declare rights and order specific performance, but only in accordance with the terms of this Agreement.

(d) Any party may apply to a court of general jurisdiction to enforce an arbitrators' award, and if enforcement is ordered, the party against which the order is issued shall pay the costs and expenses of the other party in obtaining such order, including reasonable attorneys' fees.

(e) Notwithstanding the provisions of paragraph 15 (a) and (b) above, any action by defenderData to enforce its rights under paragraphs 3, 6 or 7 of this Agreement or to enjoin any infringement of the same by Licensee, may be commenced in the state or federal courts of California, and each party consents to personal jurisdiction and venue in such courts for such actions.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**  
By: [Signature]  
Purchasing Manager

Date: 8-16-10

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: [Signature]  
County Counsel

Date: 8-15-10

Approved as to Fiscal Provisions<sup>1</sup>  
By: [Signature]  
Auditor/Controller

Date: RISK MANAGEMENT 8-5-10

**COUNTY OF MONTEREY**  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE  
Approved as to Liability Provisions

By: [Signature]  
Risk Management

Date: 8-11-10

**CONTRACTOR**  
Julica Works, LLC  
Contractor's Business Name<sup>2</sup>

By: [Signature]  
(Signature of Chair, President, or Vice President)

Carl Richey, President  
Name and Title

Date: August 4, 2010

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Stephen Richey, Vice President  
Name and Title

Date: August 4, 2010

ENTERED  
AUG 13 2010  
ccc

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup> Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

<sup>2</sup> Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

# EXHIBIT A

## SCOPE OF WORK

CONTRACTOR, defenderData L.L.C. DBA JUSTICE WORKS, L.L.C., will continue to provide custom software enhancements to existing case management system for the Public Defender's Office. CONTRACTOR will work with Public Defender's Office and Information Technology Department staff to provide a load routine for the data transferred from Superior Court. Under no circumstances shall the County be liable for any and all fees, costs, and expenses incurred pursuant to this agreement in excess of the contract maximum of \$90,000.00 (approximately \$30,000.00 per year).

CONTRACTOR will provide additional services listed below:

- Provide a load routine for the data transferred from Superior Court.
- Develop Statistical Reports for Public Defender's Office.
- Customizations of case management system to meet future office needs
- Provide an Enterprise level software license with unrestricted installations on any PC's owned by the Public Defender's Office.

CONTRACTOR will charge the Public Defender's Office a per case amount for each new case based on CONTRACTOR' pricing structure:

- \$2 per case up to 5,000 new cases per year
- \$1.75 for new cases between 5,000 and 10,000 per year
- \$1.50 per case for 10,000 or more new cases per year.

Custom software enhancements or other consulting services will be provided at the rate of \$100 per hour. CONTRACTOR will submit a monthly invoice to the billing address provided below within 30 days following the last service provided during the prior month in order to receive payment. This agreement commits both parties to one year with an option of extending the contract for two additional one-year periods at the same rate.

***Billing Address:***

Office of the Public Defender  
Attention: Accounts Payable  
P.O. Box 539  
Salinas, CA 93902



## EXHIBIT B

### Justification for Business Automobile Insurance Exemption


No company-owned vehicles are operated in any state except Utah.

### Workers' Compensation Insurance

Contractor does not employ others in the State of California.

### Justification for Professional Liability Insurance Modification

Contractor's insurance company, State Farm, advised Contractor that because of the size of Contractor's company, claim limits could not exceed \$1,000,000. The Public Defender accepts the lower insurance coverage amount and is requesting the professional liability limit requirement be modified for this contractor to \$1,000,000 in the aggregate.

  
for JAMES S. EGAR, Public Defender  
8/4/10  
Date Signed

# EXHIBIT E

## AMENDMENT # 1 TO AGREEMENT

### COUNTY OF MONTEREY & JUSTICE WORKS, LLC

THIS AMENDMENT is made to the AGREEMENT for the provision of providing a case management system for the Office of the Public Defender by and between JUSTICE WORKS, LLC, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, defenderData, LLC, was incorporated on November 11, 2008, as JUSTICE WORKS; and whereas JUSTICE WORKS, LLC is ready, willing, and able to perform the AGREEMENT as CONTRACTOR as set forth in the AGREEMENT.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Wherever appearing in the Agreement, the term CONTRACTOR shall refer to JUSTICE WORKS, LLC rather than to defenderData, LLC.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below:

MONTEREY COUNTY

\_\_\_\_\_  
Contracts/Purchasing Manager

Dated \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Counsel

Dated \_\_\_\_\_

CONTRACTOR

By Stephen L. Richey  
Company Representative

Printed Name Stephen L. Richey

Dated Nov 25, 2008



Justice Works, LLC  
P.O. Box 150811  
Ogden, UT 84415  
Phone: (866) 387-6260  
Fax: (801) 383-4800  
[www.justiceworks.com](http://www.justiceworks.com)

November 11, 2008

Dear Valued Client:

Since incorporating in 2004, defenderData, LLC has continued to experience remarkable growth. Beginning with the Salt Lake Legal Defender Association we have now grown to over 80 clients in 12 states in just a little over three years. Although our primary focus continues to be that of providing affordable case management systems for those engaged in indigent defense, increasingly we are receiving requests to create systems for other entities in the judicial system. Accordingly, we are changing our business name to *Justice Works, LLC* to better reflect the broader nature of our services. defenderData will continue to be our major product line and the name used when referring to case management systems for public defenders.

This change in name is a minor but necessary change and no other changes in corporate management, ownership, or personnel have been impacted in any way. Our corporate address, phone numbers, etc. will also remain the same. For support, please continue to use the same phone number you have used in the past (888-696-9357) or email your support requests to [support@justiceworks.com](mailto:support@justiceworks.com). Note that [support@defenderdata.com](mailto:support@defenderdata.com) will continue to function as well.

If you have any questions regarding this change, please call (866-387-6260)

Thank you for your assistance

A handwritten signature in black ink that reads "Stephen L. Richey". The signature is written in a cursive style with a long, sweeping tail on the letter 'y'.

Stephen L. Richey, MBA  
VP Sales and Marketing  
Justice Works, LLC

# EXHIBIT F

COPY

## COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES (NOT TO EXCEED \$100,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and defenderData L.L.C (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide a case management system for the Office of the Public Defender.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$90,000.00

3. **TERM OF AGREEMENT.** The term of this Agreement is from August 1, 2007 to June 30, 2010, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Insurance Exemptions/Modifications

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall

promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03. Early Termination Charges. The fees, rates and discounts set forth in this agreement are based on County's commitment to license the licensed software for the entire term commitment. County understands and agrees that it is not possible to calculate defenderData's loss if the Agreement is terminated prior to the end of the term commitment. Therefore, to compensate defenderData for such loss and not as a penalty, County shall – in the case of voluntary termination pursuant to Section 7.01 or County's material breach – pay an early termination charge. The early termination charge shall equal the average of the Monthly Subscription fees incurred to date multiplied by the remainder of the months remaining to the end of the anticipated three year term commitment, less all fees paid pursuant to this contract to the date of termination.

8. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9. INSURANCE.

### 9.01. Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. The approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02. Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability, insurance covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the

County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. License not a sale. This license does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the licensed software, all of the same being expressly reserved to and vested in defenderData. Nor shall Licensee (COUNTY) acquire any right or interest in the licensed software as a result of any changes to the licensed software made by Licensee.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<b>JAMES S. EGAR PUBLIC DEFENDER</b>	<b>CARL RICHEY PRESIDENT</b>
Name and Title	Name and Title
<b>PUBLIC DEFENDER'S OFFICE 111 W. ALISAL STREET SALINAS, CA 93901</b>	<b>DEFENDERDATA, LLC PO BOX 1147 BOUNTIFUL, UT 84011</b>
Address	Address
(831) 755-5058	(866-387-6260)
Phone	Phone



## 15. MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the

CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Dispute Resolution.

(a) Any dispute between the parties arising under or relating to this Agreement that cannot be resolved by the parties themselves shall be submitted to mediation in Salinas, California, administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association. Each party will bear its own costs in the mediation, including attorneys' fees, and one-half the cost of the mediator.

(b) Any dispute that remains unresolved after mediation will be resolved by final and binding arbitration in Salinas, California, before a single arbitrator conducted by and in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. The arbitrator shall not be the same person as the mediator. Each party shall bear its own costs in the arbitration, including attorneys' fees, and each party shall bear one-half of the cost of the arbitrator.

(c) The arbitrator shall have the authority to award such damages as are not prohibited by this agreement and may, in addition and in a proper case, declare rights and order specific performance, but only in accordance with the terms of this Agreement.

(d) Any party may apply to a court of general jurisdiction to enforce an arbitrators' award, and if enforcement is ordered, the party against which the order is issued shall pay the costs and expenses of the other party in obtaining such order, including reasonable attorneys' fees.

(e) Notwithstanding the provisions of paragraph 15 (a) and (b) above, any action by defenderData to enforce its rights under paragraphs 3, 6 or 7 of this Agreement or to enjoin any infringement of the same by Licensee, may be commenced in the state or federal courts of California, and each party consents to personal jurisdiction and venue in such courts for such actions.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Purchasing Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: [Signature]  
County Counsel Deputy

Date: 8-2-07  
*for defender Datta LLC vs for MC P, defender case mgt system; not to exceed \$10,000,000 for 2007-2010*

Approved as to Fiscal Provisions<sup>1</sup>

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

RISK MANAGEMENT  
COUNTY OF MONTEREY  
Approved as to Indemnity/  
APPROVED AS TO INDEMNITY/  
By: \_\_\_\_\_

INSURANCE LANGUAGE  
Risk Management

By: [Signature]  
Date: 8-20-07

CONTRACTOR

Defender Datta  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice President)

Carl Richey, President  
Name and Title

Date: 7-23-07

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)\*

GORDON KERR CIO  
Name and Title

Date: 7-23-07

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup> Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

<sup>2</sup> Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR will provide a case management system for the Public Defender's Office. CONTRACTOR will work with Public Defender's Office and Information Technology Department staff to establish a detailed project timeline. CONTRACTOR will participate in meetings as necessary to discuss progress and resolve issues. When CONTRACTOR travels to Public Defender's Office during implementation and training phase, after giving pre-approval for such expense, the Public Defender's Office will pay CONTRACTOR's travel costs at US Government Domestic Per Diem Standard or actual cost, whichever is less. Under no circumstances shall the County be liable for any and all fees, costs, and expenses incurred pursuant to this agreement in excess of the contract maximum of \$90,000.00 (approximately \$30,000.00 per year).

CONTRACTOR will provide the services listed below at no additional cost:

- Complete data evaluation and conversion services including access to data servers for conversion testing.
- Create, test, and implement migration of data from existing case management system.
- Provide a load routine for the data transferred from Superior Court.
- Evaluate enhancement requests for feasibility into initial release.
- Provide user documentation and administration documentation for the system and work with Public Defender staff to establish user training and operation materials and documentation.
- Provide training sessions to ensure a smooth transition to the new system.
- Provide an Enterprise level software license with unrestricted installations on any PC's owned by the Public Defender's Office.

PUBLIC DEFENDER will sign a Software License Subscription Agreement with CONTRACTOR after successful data migration and implementation of the case management system and the Public Defender's Office is satisfied with the system. CONTRACTOR will charge the Public Defender's Office a per case amount for each new case based on CONTRACTOR' pricing structure:

- \$2 per case up to 5,000 new cases per year
- \$1.75 for new cases between 5,000 and 10,000 per year
- \$1.50 per case for 10,000 or more new cases per year.

Custom software enhancements or other consulting services will be provided at the rate of \$100 per hour. CONTRACTOR will submit a monthly invoice to the billing address provided below within 30 days following the last service provided during the prior month in order to receive payment. This agreement commits both parties to one year with an option of extending the contract for two additional one-year periods at the same rate.

*Billing Address:*  
Office of the Public Defender  
Attention: Accounts Payable  
P.O. Box 539  
Salinas, CA 93902

## EXHIBIT B

### Justification for Business Automobile Insurance Exemption

Contractor is exempted from the business automobile provisions of paragraph 9 because contractor will not be driving on County property to conduct business. No company-owned vehicles are operated in any state except Utah. Contractor-provided training and cut-over to the new system is done on-site, but the only vehicle travel involved will be driving a rental car to a hotel/motel.

### Workers' Compensation Insurance

Contractor does not employ others. If at any time Contractor decides to hire employees, Contractor will provide proof of workers' compensation insurance to Monterey County.

### Justification for Professional Liability Insurance Modification

Contractor's insurance company, State Farm, advised Contractor that because of the size of Contractor's company, claim limits could not exceed \$1,000,000. The Public Defender accepts the lower insurance coverage amount and is requesting the professional liability limit requirement be modified for this contractor to \$1,000,000 in the aggregate.

  
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JAMES S. EGGAR, Public Defender

7/24/07  
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Date Signed