

**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 MONTREY**

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, CFO, Treasurer or Assistant Treasurer)

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

Date: 8/21/2013

# **ATTACHMENT 1**

**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 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