

**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:

FOR COUNTY:	FOR CONTRACTOR:
<p data-bbox="204 1129 636 1163">James S. Egar, Public Defender</p> <hr/> <p data-bbox="315 1167 701 1304">Name and Title Office of the Public Defender 111 W. Alisal Street Salinas, CA. 93901</p> <hr/> <p data-bbox="418 1308 516 1341">Address</p> <hr/> <p data-bbox="293 1373 500 1407">(831) 755-5058</p> <hr/> <p data-bbox="428 1411 506 1444">Phone</p>	<p data-bbox="899 1136 1198 1169">Carl Richey, President</p> <hr/> <p data-bbox="964 1173 1240 1310">Name and Title Justice Works, L.L.C P.O. Box 150811 Ogden, UT 84415-0811</p> <hr/> <p data-bbox="1084 1314 1182 1348">Address</p> <hr/> <p data-bbox="967 1371 1170 1404">(866) 387-6260</p> <hr/> <p data-bbox="1094 1415 1172 1449">Phone</p>

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

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Justice Works, LLC
Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

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

Date: _____

Approved as to Form _____

Carl Richey, President
Name and Title

By: _____
County Counsel

Date: 8-21-14

Date: 8/15/14

Approved as to Fiscal Provisions _____

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

By: _____
Auditor/Controller

Gordon Kerr, CIO
Name and Title

Date: 8-18-14

Date: 8/21/2014

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
LIABILITY PROVISIONS/
INSURANCE LANGUAGE

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.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Craig L. Speechly, President Speechly Insurance Agency, Inc State Farm State Farm Insurance Company 3619 Brinker Ave Ogden, UT 84403	CONTACT NAME: Craig L. Speechly	PHONE (AG. No. Ext): 801-521-2831	FAX (AG. No): 801-786-4420
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Justice Works, LLC PO Box 150811 Ogden, UT 84415	INSURER A: State Farm Fire and Casualty Company	28143	
	INSURER B: State Farm Mutual Automobile Insurance Company	26178	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INBR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		94-CN-0057-4	10/05/2013	10/08/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		077-9611-B15-44	02/16/2014	08/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		94-BJ-K224-0	06/08/2014	05/08/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	94-B-Q390-9	02/23/2014	02/23/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	TECHNOLOGY SERVICES ERRORS & OMISSIONS PROFESSIONAL LIABILITY INSURANCE		PS000001327204	06/30/2014	05/30/2015	PER OCCURRENCE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
598 W 900 S
Woods Cross UT 84010

PLEASE NOTE: ATTACHED IS THE ADDITIONAL INSURED ENDORSEMENT, SCHEDULE CMP-4788

CERTIFICATE HOLDER	CANCELLATION
ADDITIONAL INSUREDS MONTEREY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES 111 W ALISAL ST SALINAS, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>Barbara Holland LSA-5</i>



SPEECHLY INSURANCE AGENCY, INC.

Auto-Life-Health-Home and Business

3619 Brinker Avenue

Ogden, UT 84403

Office: 801-621-2831 Toll Free: 800-789-5000 Fax: 801-788-4420

Email: Craig@speechlyagency.com

August 12, 2014

To Whom It May Concern:

This letter is verification of policy #94-CN-0057-4 in the name of Justice Works, LLC. Please find attached an Additional Insured Endorsement which was effective October 5, 2013 through October 5, 2014 with continuous renewal.

If you have any further questions regarding this matter, please feel free to contact the office and we will be happy to assist you.

Your Good Neighbor,

Craig L. Speechly

Craig L. Speechly, Agent
State Farm Insurance Companies

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-4786

©, Copyright, State Farm Mutual Automobile Insurance Company, 2008
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

AUGUST 12, 2014

Fire Policy Status

JUSTICE WORKS LLC
PO BOX 150811
OGDEN UT 84415-0811

B Ph. (801)294-2848
FIRE Policy: 94-CN-0057-4 F Yr issd: 2006
Xref: 94-BB-R557-6 WC
94-BJ-K224-0 CU
Location: 598 W 900 S STE 107
WOODS CROSS UT 84010

Term: CONT

Type: BUS-SERVICE
Coverage information

BPC: Office Policy

Renew date: OCT-05-14

Premium: 428.00 Written date: OCT-05-06

B-BUSN PROP 19600
LOSS INC 12 MONTH

L-BUSN LIAB 1000000
GEN AGGREGT 2000000
PCO AGGREGT 2000000
M-MED/PERSN 5000

Amount due: SFPP
Date due: SFPP
Bill to: SFPP

Prev risk: 19,300
Prev prem: 424
SFPP acct:1027-0303-20

Deductibles applied: 500 ALL PER OTHER DED MAY APPLY

Messages:

YRBUS \$ 14 /RENYR \$ 27
BLDAGE-SEEFIL/CHR C 20.0%

Year built: 2002 Constr: MASONRY
Home alert: FR BR

Zone: 31
Sub zone: 01

Move-in: N Entry: OCT-26-06 FMP seg: 99

Fire Policy Status

AUGUST 12, 2014

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

COVERAGE TITLES	LIMIT	DEDUCT
Arson Reward	\$5,000	\$0
Collapse	Included	\$500
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit	\$500
*Damage To Premises Rented To You	\$300,000	\$0
Debris Removal	25% of covered los	\$500
*Dependent Property - Loss Of Income	\$5,000	\$0
*Employee Dishonesty	\$10,000	\$250
Equipment Breakdown	Included	\$500
Fire Department Service Charge	\$5,000	\$0
Fire Extinguisher Systems Recharge Expense	\$5,000	\$0
Forgery Or Alteration	\$10,000	\$500
Glass Expenses	Included	\$500
Increased Cost Of Construction And Demolition	10%	\$500
Costs (applies only when buildings are insured on		
+Inland Marine - Computer Property	\$40,000	\$500
*Inland Marine - Computer Property Loss Of Income	\$25,000	\$0

AUGUST 12, 2014

Fire Policy Status	LIMIT	DEDUCT
COVERAGE TITLES		
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 Ordinance Or Law - Equipment Coverage)	\$250,000	\$500
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	Included	\$500
*Personal Property Off Premises	\$5,000	\$500
Pollutant Clean Up And Removal	\$15,000	\$500
Preservation Of Property	\$10,000	\$500
Unauthorized Business Card Use	30 Days	\$500
+Utility Interruption - Loss Of Income	\$5,000	\$500
Water Damage, Other Liquids, Powder Or Molten Material Damage	\$30,000	\$0
	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

AUGUST 12, 2014

LOC	CMFX	ADDRESS	PROPERTY LOCATIONS		LIABILITY		
001	STCLS	BLD AMT	CONTENTS	PREMIUM	EXPOSURE	LIMIT	PREMIUM
	637	598 W 900 S	STE 107	126	WOODS CROSS UT	84010	68
			19600		19600	1000000	

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 60608-7201

Date of Issue: June 9, 2014

By: 
Authorized Representative