



JUDICIAL COUNCIL OF CALIFORNIA

TRIAL COURT BUDGET
ADVISORY COMMITTEE

TRIAL COURT BUDGET ADVISORY COMMITTEE

FISCAL PLANNING SUBCOMMITTEE

MATERIALS JULY 31, 2018

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JUDICIAL COUNCIL OF CALIFORNIA

TRIAL COURT BUDGET
ADVISORY COMMITTEE

www.courts.ca.gov/tcbac.htm
tcbac@jud.ca.gov

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TRIAL COURT BUDGET ADVISORY COMMITTEE FISCAL PLANNING SUBCOMMITTEE

NOTICE AND AGENDA OF OPEN MEETING

Open to the Public (Cal. Rules of Court, rule 10.75(c)(1) and (e)(1))
THIS MEETING IS BEING CONDUCTED BY ELECTRONIC MEANS
THIS MEETING IS BEING RECORDED

Date: July 31, 2018
Time: 2:00 p.m. - 3:00 p.m.
Public Call-in Number: 1-877-820-7831, Pass Code: 1884843 (listen only)

Meeting materials will be posted on the advisory body web page on the California Courts website at least three business days before the meeting.

Members of the public seeking to make an audio recording of the meeting must submit a written request at least two business days before the meeting. Requests can be e-mailed to tcbac@jud.ca.gov.

Agenda items are numbered for identification purposes only and will not necessarily be considered in the indicated order.

I. OPEN MEETING (CAL. RULES OF COURT, RULE 10.75(C)(1))

Call to Order and Roll Call

Approval of Minutes

Approve minutes of the June 4, 2018 Fiscal Planning Subcommittee teleconference meeting.

II. PUBLIC COMMENT (CAL. RULES OF COURT, RULE 10.75(K)(1))

This meeting will be conducted by electronic means with a listen only conference line available for the public. As such, the public may submit comments for this meeting only in writing. In accordance with California Rules of Court, rule 10.75(k)(1), written comments pertaining to any agenda item of a regularly noticed open meeting can be submitted up to one complete business day before the meeting. For this specific meeting, comments should be e-mailed to tcbac@jud.ca.gov or mailed or delivered to Judicial Council of California, 2850 Gateway Oaks Drive, Sacramento, CA 95833, attention: Mr. Catrayel Wood. Only written comments received by 2:00 p.m. on July 30, 2018 will be provided to advisory body members prior to the start of the meeting.

III. DISCUSSION AND POSSIBLE ACTION ITEMS (ITEM 1)

Item 1

Trial Court Trust Fund (TCTF) Funds Held on Behalf of the Trial Courts Requests (Action Item)

Consideration of whether to recommend that the Judicial Council approve TCTF funds to be held on behalf of the trial courts in response to three new requests and seven amended requests from a total of eight trial courts.

Presenter(s)/Facilitator(s): Hon. Jonathan B. Conklin, Chair, Fiscal Planning
Subcommittee
Mr. Catrayel Wood, Senior Budget Analyst, Judicial Council
Budget Services

IV. INFORMATION ONLY ITEMS (NO ACTION REQUIRED)

None

V. ADJOURNMENT

Adjourn



JUDICIAL COUNCIL
OF CALIFORNIA

TRIAL COURT BUDGET
ADVISORY COMMITTEE

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TRIAL COURT BUDGET ADVISORY COMMITTEE
FISCAL PLANNING SUBCOMMITTEE

MINUTES OF OPEN MEETING

June 4, 2018

12:00 p.m. – 1:00 p.m.

Call in Number: 1-877-820-7831, Pass Code: 1884843 (listen only)

Advisory Body Members Present: Judges: Hon. Jonathan B. Conklin (Chair), and Hon. Charles Margines.
Executive Officers: Mr. Chad Finke, Ms. Kimberly Flener, Mr. Michael D. Planet, Ms. Linda Romero-Soles, Mr. Brian Taylor, and Mr. David Yamasaki.

Advisory Body Members Absent: Mr. Kevin Harrigan

Others Present: Ms. Brandy Sanborn, Ms. Michele Allan, Mr. Catrayel Wood, Ms. Melanie Jones, Mr. Jarrod Orr, Mr. Joe Azevedo, and Ms. Debra Ostlund

OPEN MEETING

Call to Order and Roll Call

The chair called the meeting to order at 12:00 p.m. and roll was called.

Approval of Minutes

The advisory body reviewed and approved the minutes of the April 20, 2018 Fiscal Planning Subcommittee meeting.

DISCUSSION AND ACTION ITEMS (ITEM 1)

Item 1 – Trial Court Trust Fund (TCTF) Funds Held on Behalf of the Trial Courts Requests (Action Item)

Consideration of whether to recommend that the Judicial Council approve TCTF funds to be held on behalf of the trial courts in response to three new requests from three trial courts and two amended requests from two trial courts.

Presenter(s)/Facilitator(s): Hon. Jonathan B. Conklin, Chair, Fiscal Planning Subcommittee; and Mr. Catrayel Wood, Senior Budget Analyst, Judicial Council Budget Services.

Action:

- *The Fiscal Planning Subcommittee unanimously approved one new Funds Held on Behalf requests.*
- *The Fiscal Planning Subcommittee unanimously approved one amended Funds Held on Behalf request.*
- *The Fiscal Planning Subcommittee approved two new Funds Held on Behalf request in a vote as follows:*
 - *Yes: 4*
 - *No: 0*
 - *Abstain: 2*
- *The Fiscal Planning Subcommittee approved one amended Funds Held on Behalf request in a vote as follows:*
 - *Yes: 5*
 - *No: 0*
 - *Abstain: 1*

A D J O U R N M E N T

There being no further business, the meeting was adjourned at 12:10 p.m.

Approved by the advisory body on .

JUDICIAL COUNCIL OF CALIFORNIA
BUDGET SERVICES
Trial Court Budget Advisory Committee
Report to the Fiscal Planning Subcommittee

(Item 1)

Title: Trial Court Trust Fund (TCTF) Funds Held on Behalf of the Trial Courts Requests

Date: 7/22/2018

Contact: Catrayel Wood, Senior Budget Analyst, Judicial Council Budget Services
916-643-7008 | catrayel.wood@jud.ca.gov

Issue

Consideration of whether to recommend that the Judicial Council approve TCTF funds to be held on behalf of the trial courts in response to the three new requests and seven amended requests from a total of eight trial courts.

Background

At the Judicial Council’s April 15, 2016 business meeting, the council approved the Trial Court Budget Advisory Committee (TCBAC) recommended process, criteria, and required information for trial courts to request TCTF reduced allocations, related to the 1% fund balance cap, be retained in the TCTF as restricted fund balance for the benefit of those courts (Attachment L).

Categories or activities for which funds can be requested to be held include, but are not limited to:

- Projects that extend beyond the original planned three-year process such as delayed deployment of information systems;
- Technology improvements or infrastructure such as a new case management system;
- Facilities maintenance or repair allowed under rule 10.810 of the California Rule of Court;
- Court efficiencies such as online and smart forms for court users; and
- Other court infrastructure projects such as vehicle replacement or copy machine replacement.

TCTF Funds Held on Behalf Requests

The TCTF funds held on behalf of the trial courts process requires that courts submit their requests at least 40 business days before the Judicial Council business meeting. Eight courts have submitted requests within this time frame to be considered for the Judicial Council’s September 20-21, 2018 business meeting.

JUDICIAL COUNCIL OF CALIFORNIA
BUDGET SERVICES
Trial Court Budget Advisory Committee
Report to the Fiscal Planning Subcommittee

Attachment A summarizes the new TCTF funds held on behalf requests totaling \$273,965; Attachment E summarizes the amended requests totaling \$2,769,151. Greater detail on each courts' request is provided in the attachments listed below.

Attachments

- Attachment A:** Summary of Requests for TCTF Funds to be Held on Behalf of the Court (New Requests)
- Attachment B:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Mono County (New Request)
- Attachment C:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Mono County (New Request)
- Attachment D:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Solano County (New Request)
- Attachment E:** Summary of Requests for TCTF Funds to be Held on Behalf of the Court (Amended Request)
- Attachment F:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Sacramento County (Amended Request)
- Attachment G:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Sacramento County (Amended Request)
- Attachment H:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Napa County (Amended Request)
- Attachment I:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Lassen County (Amended Request)
- Attachment J:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Alameda County (Amended Request)
- Attachment K:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Colusa County (Amended Request)
- Attachment L:** Application for TCTF Funds Held on Behalf of the Court—Request for the Superior Court of Monterey County (Amended Request)
- Attachment M:** *Judicial Council–Approved Process, Criteria, and Required Information for Trial Court Trust Fund Funds Balance Held on Behalf of the Courts*

Summary of Requests for Trial Court Trust Fund Funds to be Held on Behalf of the Court (New Requests)

Table 1: New Requests for September 20-21, 2018 Judicial Council Meeting

| Court | Request Number | Amount Requested | 2017-18 | 2018-19+ | Category | High Level Summary |
|--------|----------------|------------------|---------|----------------|-----------|--|
| Mono | 01-18-26-1A | 40,000 | | 40,000 | Equipment | Repair courtroom audio visual control system |
| Mono | 01-18-26-1B | 50,000 | | 50,000 | Services | Digital scanning/storing services |
| Solano | 01-18-48-01 | 183,965 | | 183,965 | Equipment | Telephonic appearance system |
| | | 273,965 | - | 273,965 | | |
| | | | | 273,965 | | |

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

Please check the type of request:

 NEW REQUEST (Complete Section I, III, and IV only.) **AMENDED REQUEST** (Complete Sections I through IV.)**SECTION I: GENERAL INFORMATION****SUPERIOR COURT:**

Click here to enter court

MONO**PERSON AUTHORIZING REQUEST** (Presiding Judge or Court Executive Officer):**Hector Gonzalez****CONTACT PERSON AND CONTACT INFO:****Tammy Laframboise 760-923-2304****DATE OF SUBMISSION:**

Click here to enter a date.

07/20/18**TIME PERIOD COVERED BY THE REQUEST, INCLUDING CONTRIBUTION AND EXPENDITURE:****FY 17-18 – FY 21-22****REQUESTED AMOUNT:****\$40,000**

REASON FOR REQUEST (Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.):

Technology request-funds to replace and or repair courtroom audio visual control system- our court has a sophisticated courtroom audiovisual (AV) control system that includes software and hardware with function control integration and courtroom microphones, with phone lines integrated into the AV system, sound masking, and window coverings and displays for evidence presentation. The AV control system was installed 7 years ago. Over the last couple of years we've experienced minor AV system failures, such as failure of the integrated phone line to function. We are concerned that our AV system may have a major failure. Given the crucial function of the AV systems to courtroom operations, we want to be proactive in replacing and or repairing the courtroom AV system prior to a total system failure.

SECTION II: AMENDED REQUEST CHANGES

A. Identify sections and answers amended.

B. Provide a summary of the changes to the request.

SECTION III: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term.

We recently reached full staffing of all vacant positions, so we do not have much flexibility in our current budget given the 1% reserve limitation. It would be difficult to fit this substantial amount of funding into our regular operational budget. We intend to maximize the useful life of our current courtroom audiovisual systems which may extend beyond the three-year encumbrance term. In other words, we do not want to replace the current AV systems until absolutely necessary and want the funding available to do so.

SECTION III (continued): TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE**B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs?**

Maintaining the essential courtroom AV functions assures that parties, court staff and judges are able to complete all essential courtroom functions in a manner accessible to the public. As an example, if our microphone and speakers are not working properly, parties and/or witnesses will not be understood by the judge or other parties. The public will not be able to follow the proceedings and the court will fail to provide the accessibility and transparency expected in court proceedings.

C. If a cost efficiency, please provide cost comparison (table template provided).**D. Describe the consequences to the court's operations if the court request is not approved.**

We may have to find technical workarounds if our courtroom AV system is not working properly. For example, in proceedings where courtcall has been requested and the integrated phone line in the AV system is not working properly, we may need to bring in a standalone plug-in conference call phone unit and place it centrally in the courtroom and hope that all parties and the judge can hear whoever is participating by courtcall. Unfortunately, we've had experience in doing so and frequently the public would be unable to hear or understand anything being said by the person participating by court call using this workaround.

E. Describe the consequences to the public and access to justice if the court request is not approved.

See answers to B and D.

F. What alternatives has the court identified if the request is not approved, and why is holding funding in the TCTF the preferred alternative?

The only alternative we would have is to make some significant sacrifice in current budget to pay for a short-term fix and make a supplemental budget request to get a permanent fix or replacement of the courtroom AV system. Obviously, until a short-term fix is taking care of and the long-term fix or replacement is accomplished, our courtrooms will suffer with the lack of functionality of an essential part of courtroom functionality, the ability for parties, judges and court staff and the general public to see and hear what is going on in the courtroom. If funding is being held for this purpose, our court can quickly address the problem and get our courtrooms back to full functioning much faster.

Please provide the following (*table template provided for each*):

A. Three-year history of year-end fund balances, revenues, and expenditures

SEE ATTACHED TCTF FUNDS HELD ON BEHALF TABLES TEMPLATE – FINAL, SEC. IV. A TAB

B. Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court's behalf

SEE ATTACHED TCTF FUNDS HELD ON BEHALF TABLES TEMPLATE – FINAL, SEC. IV. B TAB

C. Identification of all costs, by category and amount, needed to fully implement the project

SEE ATTACHED TCTF FUNDS HELD ON BEHALF TABLES TEMPLATE – FINAL, SEC. IV. C TAB

D. A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year

SEE ATTACHED TCTF FUNDS HELD ON BEHALF TABLES TEMPLATE – FINAL, SEC. IV. D TAB

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

Please check the type of request:

NEW REQUEST *(Complete Section I, III, and IV only.)*

AMENDED REQUEST *(Complete Sections I through IV.)*



SECTION I: GENERAL INFORMATION

SUPERIOR COURT:

Click here to enter court
MONO

PERSON AUTHORIZING REQUEST *(Presiding Judge or Court Executive Officer):*

Hector Gonzalez

CONTACT PERSON AND CONTACT INFO:

Tammy Laframboise 760-923-2304

DATE OF SUBMISSION:

Click here to enter a date.
07/20/18

**TIME PERIOD COVERED BY THE
REQUEST, INCLUDING CONTRIBUTION
AND EXPENDITURE:
FY 17-18 – FY 20-21**

REQUESTED AMOUNT:

\$50,000

REASON FOR REQUEST *(Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.):*

Request to hold TCTF funds for technology need-document digital scanning/storing services. Our court wants to scan hard copy paper court records to convert them into digital files. This would allow the court to be prepared for the future deployment of a new case management system that will allow digital court record document management and eliminate paper court record files. This would alleviate an ongoing struggle for many courts, which is finding physical storage space for hard copy paper court records. We are currently in a consortium of courts seeking a budget change proposal in the next fiscal year to fund purchase and installation of new case management systems.

SECTION II: AMENDED REQUEST CHANGES

A. Identify sections and answers amended.

B. Provide a summary of the changes to the request.

SECTION III: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term.

Now that our court has filled all positions in our Schedule 7a, we do not have the budget flexibility to expend the amount requested. We were not confident about the amount of our budget surplus to have sufficient time to do a request for proposal process, contract with a vendor and encumber the funding to take advantage of the three-year encumbrance term.

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT (Continued)**SECTION III (continued): TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE****B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs?**

The ability to scan court file records and have them in a searchable digital format will allow the court to respond to justice partner and public records requests much more promptly and efficiently. We currently store many of our older case record files in our branch court location which is only staffed 2 days a week and is 50 miles away from the main courthouse. Consequently, it may take 2 to 3 weeks to fulfill a records request if the records are located at our branch court location. Scanning and digitizing the court file records will reduce the need for physical file record space and create more usable workspace at both our courthouse locations.

C. If a cost efficiency, please provide cost comparison (table template provided).**D. Describe the consequences to the court's operations if the court request is not approved.**

The inability to scan and digitize our court record files will prevent the court from taking advantage of important functions that will be available in a new case management system, such as e-filing and creating a paperless digital work environment that makes case record information easily available and easily shared.

E. Describe the consequences to the public and access to justice if the court request is not approved.

Justice partner and public records requests would continue to take excessive amount of time to respond to since court staff would need to continue to search hard copy court records.

F. What alternatives has the court identified if the request is not approved, and why is holding funding in the TCTF the preferred alternative?

If necessary, our court will seek supplemental funding from the Judicial Council. However, we believe that use of our own funding preferable to making a request for supplemental funding.

Please provide the following (*table template provided for each*):

A. Three-year history of year-end fund balances, revenues, and expenditures

SEE ATTACHED TCTF FUNDS HELD ON BEHALF TABLES TEMPLATE – FINAL, SEC. IV. A TAB

B. Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court’s behalf

SEE ATTACHED TCTF FUNDS HELD ON BEHALF TABLES TEMPLATE – FINAL, SEC. IV. B TAB


C. Identification of all costs, by category and amount, needed to fully implement the project

SEE ATTACHED TCTF FUNDS HELD ON BEHALF TABLES TEMPLATE – FINAL, SEC. IV. C TAB

D. A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year

SEE ATTACHED TCTF FUNDS HELD ON BEHALF TABLES TEMPLATE – FINAL, SEC. IV. D TAB

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

| | | |
|---|---|---|
| Please check the type of request: | |  |
| <input checked="" type="checkbox"/> NEW REQUEST <i>(Complete Section I, III, and IV only.)</i> <input type="checkbox"/> AMENDED REQUEST <i>(Complete Sections I through IV.)</i> | | |
| SECTION I: GENERAL INFORMATION | | |
| SUPERIOR COURT: Solano | PERSON AUTHORIZING REQUEST <i>(Presiding Judge or Court Executive Officer):</i> <u>Brian Taylor, Court Executive Officer</u> | |
| | CONTACT PERSON AND CONTACT INFO: <u>Agnes Shappy, Chief Fiscal Officer, 707-207-7470;</u> <u>acshappy@solano.courts.ca.gov</u> | |
| DATE OF SUBMISSION: <u>6/21/2018</u> | TIME PERIOD COVERED BY THE REQUEST, INCLUDING CONTRIBUTION AND EXPENDITURE: <u>FY 17/18 AND FY 18/19</u> | REQUESTED AMOUNT: <u>\$183,965</u> |
| <p>REASON FOR REQUEST <i>(Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.):</i> <u>On October 24, 2016, the Solano Court issued an RFP for telephonic appearance services. On May 18, 2017, after a lengthy RFP process, the Court entered into a contract with Court Call for a new and integrated telephonic appearance system and Court Call commenced production of a new system. On January 3, 2018, the Court began testing of the newly built system. Several days prior to implementation of the new system, Court Call contacted the Court and made an offer to amend the contract. Instead of implementing the newly built system for the Court, Court Call would continue to use their equipment, would provide the Court with an increased set fee per telephonic appearance, would integrate into the Court's CMS and would not charge the Court for work completed and contracted for to build the system. The Court agreed to amend the contract. Attached is the original contract and the amended contract with Court Call. Accordingly, funds reserved in FY 16/17 in the amount of \$184,868.75 were not expensed in FY 17/18 as originally contracted and planned for based on the amended contract.</u></p> <p><u>The Court has identified numerous projects for which these funds can be expensed; however, the most pressing project is scanning and indexing paper files into electronic files. The Court has commenced work on this project and has hired four Legal Process Clerks and purchased scanning equipment, which allows files to be scanned and uploaded into the Court's DMS system. The Court's goal is to complete this project by August 2019 and needs additional resources to meet this goal. The Court has 9172 boxes that need to be scanned. Shifting these resources to this project will assist the Court meet its goal.</u></p> <p><u>The Court currently has a warehouse and the lease is set to expire in August 2019. The cost of the lease for FY 17/18 was \$108,243. Transferring the \$183,965 originally contracted for Court Call will allow the Court to contract out scanning of approximately 2033 boxes and ideally allow the Court to meet the goal of exiting the warehouse by August 2019. The cost estimate for this project has been obtained from SoftFile and is attached. This is the rate charged to the Yolo, Tulare and Lake courts via contracts with public agency clauses.</u></p> | | |
| SECTION II: AMENDED REQUEST CHANGES | | |

A. Identify sections and answers amended.

Attachment D

B. Provide a summary of the changes to the request.

SECTION III: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term. The original contract with Court Call did fit within the three year encumbrance period; however, under the amended contract, which offered better terms to the Court, the funds were zeroed out and not expensed as originally encumbered. The RFP process was lengthy due to bid protests from both vendors, followed by a lengthy contract negotiation and implementation process. Accordingly, the funds were reserved in 16/17, which does not allow the Court to shift them for another purpose in 17/18 or 18/19 without submitting this application and gaining approval.

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT (Continued)

SECTION III (continued): TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs? Scanning and indexing paper files will allow the Court to upload these files into the Court's DMS system, which will provide significant efficiencies both in the clerk's office, the courtroom, to the public, and will allow the Court to vacate its warehouse upon expiration of the lease term. If the Court is able to complete this project by August 2019, it will save JC Facilities staff time in negotiating a new lease and will save the Court a minimum of \$108,243 per year and likely more depending on what a new lease would cost. Additionally, the Court would realize further efficiencies by having case files available electronically thus reducing the time staff need to find and deliver files to courtrooms.

C. If a cost efficiency, please provide cost comparison (table template provided). Savings of lease cost, which is provided in section B. See also Sec. iii.C of the attached template.

D. Describe the consequences to the court's operations if the court request is not approved. The Court is currently at the end of its warehouse lease term. If the Court is not able to complete this project, JC staff and the Court will either need to negotiate for another lease term for this space. If the landlord is not inclined to negotiate another lease, the Court will need to find another location and pay for the cost to move the paper files and potentially a higher lease cost. The Court has not had discussion with the landlord on an extension; however, when the lease expired in 2008, the landlord initially indicated he would not renew with the Court. The warehouse is located in Fairfield close to the 80/680 corridor and the Court is concerned about the cost of another lease term or having to move. Hence, the Court would like to complete this project by August 2019.

E. Describe the consequences to the public and access to justice if the court request is not approved. The public will have easier and earlier access to electronic files if scanned into the Court's DMS system if the

request is granted. The Court may be required to spend significant dollars on a new lease and the associated costs if the request is not granted. JC staff will be required to negotiate a new lease or assist the Court in finding a new warehouse location.

- F. What alternatives has the court identified if the request is not approved, and why is holding funding in the TCTF the preferred alternative? The Court has committed four Legal Process Clerks to this project and has already started scanning documents; however, the Court does not have sufficient resources to complete this project by August 2019 without adding additional resources. Holding these funds in the TCTF will allow the Court to use these funds for this necessary project, will allow the Court to meet its 2019 deadline and will save public funds when the Court no longer needs warehouse space.

SECTION IV: FINANCIAL INFORMATION

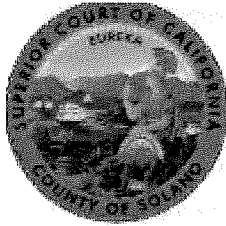
Please provide the following (*table template provided for each*):

- A. Three-year history of year-end fund balances, revenues, and expenditures (see tab Sec. IV.A of the attached template)

- B. Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court's behalf (This section will be submitted separately upon completion of the FY 18/19 Schedule 1)

- C. Identification of all costs, by category and amount, needed to fully implement the project (see tab Sec. IV.C of the attached template)

- D. A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year (see tab Sec.IV.D of the attached template)



AGREEMENT

BY AND BETWEEN

SUPERIOR COURT OF CALIFORNIA,

COUNTY OF SOLANO

AND

COURTCALL, LLC

FOR

TELEPHONIC APPEARANCE SYSTEM

AGREEMENT NUMBER SP-2016-0039

EXHIBITS

- EXHIBIT A1 Statement of Work – System Implementation
- Exhibit A2 Statement of Work – Custom Application Support and Equipment Maintenance
- EXHIBIT B Pricing and Billing Schedule
- EXHIBIT C1 Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT C2 Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT D Assignment and Transfer of Rights
- EXHIBIT E Relevant Portions of Contractor’s Proposal

DISCLAIMER

The Superior Court of California, County of Los Angeles assumes absolutely no liability or responsibility of any type or any fashion related to the use of this Agreement by any court or any other government agency, or such court's/agency's business relationship with Contractor.

This Agreement is made and entered into at Fairfield, California by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF SOLANO ("Court") and CourtCall, LLC ("Contractor"), as of the Effective Date, to provide a remote Telephonic Appearance System and Services ("System"), with regard to the following recitals:

WHEREAS, the Lockyer-Isenberg Trial Court Funding Act of 1997, effective January 1, 1998, authorizes the Court to enter into certain contracts related to court operations.

WHEREAS, the Court desires to contract for services, as specified, provided by Contractor.

WHEREAS, Contractor was selected through a process of competitive bidding for the provision of the described services (See RFP SP-2016-0039).

WHEREAS, the California Judicial Branch Contract Law (Public Contract Code sections 19201-19210) requires judicial branch entities to enter into contracts for the procurement of goods and services consistent with the Judicial Branch Contracting Manual adopted by the Judicial Council.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated as part of this Agreement, the Court and Contractor agree as follows:

1.0 AUTHORITY

Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.

2.0 QUALIFICATION IN CALIFORNIA

Contractor is, and will remain for the term of this Agreement, qualified to do business and in good standing in California.

3.0 APPLICABLE DOCUMENTS

3.1 This present document and attached Exhibit A (Statement of Work), Exhibit B (Pricing and Billing Schedule), Exhibit C1 (Contractor Acknowledgment and Confidentiality Agreement), Exhibit C2 (Contractor Employee Acknowledgment and Confidentiality Agreement), Exhibit D (Assignment and Transfer of Rights), and Exhibit E (Relevant Portions of Contractor's Proposal); all of which are hereby incorporated herein by this reference, collectively shall constitute the complete and exclusive statement of understanding and agreement between the parties which supersedes any and all previous written or oral agreements, and any and all prior communications between the parties relating to the subject matter of this Agreement (throughout and hereinafter referred to collectively as the "Agreement").

3.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise, between and/or among this present document and the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this present document and then to the Exhibits according to the following priority:

- | | | |
|-----|------------|---|
| (1) | EXHIBIT A1 | Statement of Work – System Implementation |
| (2) | EXHIBIT A2 | Statement of Work – Custom Application Support and Equipment Maintenance |
| (3) | EXHIBIT B | Pricing and Billing Schedule |
| (4) | EXHIBIT C1 | Contractor Acknowledgment and Confidentiality Agreement |
| (5) | EXHIBIT C2 | Contractor Employee Acknowledgment and Confidentiality Agreement |
| (6) | EXHIBIT D | Assignment and Transfer of Rights |
| (7) | EXHIBIT E | Relevant Portions of Contractor’s Proposal |

4.0 PERIOD OF PERFORMANCE

- 4.1 The initial period of performance shall commence upon the date this Agreement is executed by both parties’ authorized officer (“Effective Date”), and shall continue until the installation of the System, as set forth in Exhibit A1 (Statement of Work), is completed and approved by the Court in writing (“Implementation Term”).
- 4.2 Once the Implementation Term has been completed, Contractor shall provide the court subscription entitlement and maintenance services on the System, as set forth in Exhibit A2, Statement of Work, for one (1) year (“Performance Term”), and for two (2) additional and successive one-year periods (“Additional Performance Term”).
- 4.3 This Agreement may be extended for up to three (3) additional and successive one-year periods of performance (“Extension Term”), by mutual consent of the parties, upon execution of an Amendment.
- 4.4 At the conclusion of the final Extension Term, the Agreement may also be extended on a month-to-month basis, by mutual consent of the parties, for an additional period not to exceed six (6) months (“Month-to-Month Term”), upon the execution of an Amendment.
- 4.5 The Court shall notify Contractor in writing at least thirty (30) days prior to the beginning of the pertinent extension period of any determination to extend this Agreement beyond the Initial Term.

5.0 PRIOR WORK

Prior work, performed by Contractor pursuant to the Court’s authorization, but before execution of the Agreement, will be considered as having been performed subject to the provisions of the Agreement.

6.0 WORK

- 6.1 Pursuant to the provisions of this Agreement, Contractor shall fully provide, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit A (Statement of Work), and as otherwise required in this Agreement. Time is of the essence for Contractor’s performance under this Agreement.

- 6.2 The Work will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Work.
- 6.3 Contractor will use efficiently the resources or services necessary to provide the Work; and provide the Work in the most cost efficient manner consistent with the required level of quality and performance.
- 6.4 The Work will be provided free and clear of all liens, claims, and encumbrances.
- 6.5 All equipment purchased by the Court from Contractor will be new.
- 6.6 All Work will be free from defects in materials and workmanship, and will be in accordance with Exhibit A (Statement of Work), applicable laws, and all other requirements of this Agreement. The foregoing representation and warranty in this subsection shall commence upon the Court's acceptance of the applicable Work, and shall continue for any applicable warranty period following such acceptance. In the event any Work does not conform to the foregoing provisions of this subsection, Contractor shall promptly correct all nonconformities.
- 6.7 Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable laws to provide the Work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 6.8 Third Party or Court Services

Notwithstanding anything in this Agreement to the contrary, at its own cost and without imposing additional tasks on Contractor the Court shall have the right to perform or contract with a third party to provide any services or goods within or outside the scope of the Work, including services to augment or supplement the Work or to interface with the IT infrastructure of the Court. In the event the Court performs or contracts with a third party to perform any such service, Contractor shall cooperate in good faith with the Court and any such third party, to the extent reasonably required by the Court. Such cooperation shall include, without limitation, providing such information as a person with reasonable commercial skills and expertise would find reasonably necessary for the Court or a third party to perform its services relating to the Work.

7.0 CHANGES IN WORK; STOP WORK

- 7.1 Changes in Work
- 7.1.1 The Court reserves the right to require Contractor to make changes in the work, which may include additions, deletions, or modifications to the work, or changes in the timing or level of effort for the work.
- 7.1.2 For any change proposed by the Court or Contractor, Contractor will submit in writing:

- 7.1.2.1 A description of the proposed change and the reasons for the change;
 - 7.1.2.2 A summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
 - 7.1.2.3 A statement of the expected impact on schedule.
- 7.2 If the Court and Contractor agree on a change, the Court will issue an Amendment documenting the change, for the parties' execution.
- 7.3 If the parties cannot agree to the terms of a change, Contractor will proceed diligently with work unless otherwise directed by the Court, and any continuing disagreement will follow the process set forth Section 46.0 (Dispute Resolution). Contractor should not proceed with any change prior to receiving a written directive or Amendment from the Court. All costs for changes performed by Contractor without the Court's prior written approval will be at Contractor's sole risk and expense.
- 7.4 Stop Work
- 7.4.1 The Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the work, for up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.
 - 7.4.2 Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the Court during the applicable Stop Work period. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the Court will either cancel the Stop Work Order, renegotiate terms to address the cause of the Stop Work Order or terminate the Work, as provided in Section 42.0 (Termination Clauses).
 - 7.4.3 If a Stop Work Order is cancelled by the Court, or the period of the Stop Work Order or any extension thereof expires, Contractor will promptly resume work covered by such Stop Work Order. The Court may make an equitable adjustment in the delivery schedule, the contract amount, work, or all, if (a) the Stop Work Order directly and proximately results in an increase in the time required for the performance of any part of Exhibit A (Statement of Work); and (b) Contractor asserts its right to such equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.
 - 7.4.4 If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated other than for cause, the Court may allow reasonable costs resulting from the Stop Work Order.
 - 7.4.5 The Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

8.0 ACCEPTANCE AND REJECTION

8.1 Acceptance

8.1.1 Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court within a reasonable time after delivery to the Court. Until the work is completed and accepted by the Court, the risk of loss or damage to the work shall remain with Contractor. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities, or substituted for items ordered hereunder may be rejected by the Court and returned or held at Contractor's expense and risk. No damages or extras will be allowed for unforeseen difficulties or obstructions. Payment shall not constitute an acceptance of the goods, services, or work nor impair the Court's right to inspect or any of its remedies. Contractor shall immediately refund any payment made in error.

8.2 Rejection

8.2.1 The Court may reject any goods, services, or deliverables that: (i) fail to meet applicable requirements or acceptance criteria; (ii) are not as warranted; or (iii) are performed or delivered late. The Court's Project Manager may apply any acceptance criteria set forth in the Agreement (including timeliness, completeness, technical accuracy, and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the work.

8.2.2 If the work is not acceptable, the Court's Project Manager shall detail Contractor's failure to meet the acceptance criteria. Contractor shall have thirty (30) business days from receipt of the Court's notification of non-acceptance to correct the failure(s) to conform to the acceptance criteria.

8.2.3 If the Court rejects any goods, services, or other deliverables after payment to Contractor, the Court may exercise all contractual and other legal remedies, including: (i) setting off the overpayment against future invoices payable by the Court; (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to the Agreement or otherwise; and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request.

9.0 PUBLIC AGENCY CLAUSE

9.1 This Agreement is a result of an open, competitive procurement, specifically SP-2016-0039 ("RFP"), conducted from October 2016 through January 2017. The RFP process and the content and form of this Agreement are in full accordance with the rules, regulations and requirements of the California Judicial Branch Contract Manual.

- 9.2 Other California courts or any government agency located in the State of California (“Participating Agency”) may leverage this Agreement for the purchase of such goods and services as stated in Exhibit A (Statement of Work) by obtaining day-to-day bids, quotes, or entering into a participation agreement with Contractor.
- 9.3 Each Participating Agency is free to utilize the terms and conditions of this Agreement; however, each Participating Agency is responsible for negotiating with Contractor its own pricing and statement of work based on its own requirements so long as such requirements fall within the scope of this Agreement.
- 9.4 The fees paid by any Participating Agency to Contractor shall be at least as low as those fees charged by Contractor to its other customers in similarly situated local and state government that are receiving substantially similar goods and services. Pricing may either increase or decrease based on the entity type and may vary based on user-counts, bid counts, and features required.
- 9.5 Any participation agreement leveraging this Agreement to purchase goods and services, including maintenance service agreements, must be executed within two years of the execution of this Agreement in order to survive beyond the expiration of this Agreement.
- 9.6 Any participation agreement must not exceed a period of performance of five (5) years upon completion of implementation.
- 9.7 The Court assumes absolutely no liability or responsibility of any type or any fashion related to the use of this Agreement by any other court or any other government agency, or such court’s/agency’s business relationship with Contractor.

10.0 INTELLECTUAL PROPERTY

10.1 Non-Infringement

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

10.2 Contractor/Third Party Materials

Contractor shall set forth in an exhibit to each Statement of Work all Contractor materials and Third Party materials that Contractor intends to use in connection with that Statement of Work. The Court shall have the right to approve in writing the introduction of any Contractor Materials or Third Party Materials into any Work prior to such introduction. Contractor grants to the Court, together with all Court Contractors, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license to use Contractor Materials and Third Party Materials provided as part of the Work, for the term hereof and any time periods during which the Court retains

Contractor to maintain the software. At such time as the Court ceases use of Contractor license shall expire as shall any obligation on the part of Contractor to maintain or update the software. .

10.3

10.4 Retention of Rights

The Court retains all rights, title and interest (including all intellectual property rights) in and to any Court materials owned, licensed, made, conceived, or reduced to practice by the Court or a Court contractor, any materials developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and intellectual property rights in any of the foregoing. Subject to rights granted herein, Contractor retains all rights, title and interest (including all intellectual property rights) in and to any Contractor materials owned or developed prior to the provision of Work, or developed by Contractor independently from the provision of the Work and without the use of Court Materials or confidential information.

10.5 Third Party Rights

Contractor hereby assigns to the Court all of Contractor's licenses and other rights (including any representations, warranties, or indemnities that inure to Contractor from third parties) to all third party materials incorporated into the work. If such licenses and rights cannot be validly assigned to or passed through to the Court by Contractor without a third party's consent, then Contractor will use its best efforts to obtain such consent (at Contractor's expense) and will indemnify and hold harmless the Court against all claims arising from Contractor's failure to obtain such consent.

11.0 MALICIOUS CODE

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

11.2 "Malicious Code" means any (i) program routine, device or other feature or hidden file, including any time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door that may delete, disable, deactivate, interfere with or otherwise harm any of the Court's hardware, software, data or other programs, and (ii) hardware-limiting, software-limiting or services-limiting function (including any key, node

lock, time-out or other similar functions), whether implemented by electronic or other means.

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

12.0 FOUR-DIGIT DATE COMPLIANCE

Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

13.0 COMPENSATION

13.1 Contract Sum

- 13.1.1 The Contract Sum shall be the maximum total monetary amount payable by the Court to Contractor for supplying all the tasks, deliverables, services, and other work specified under this Agreement. All work completed by Contractor must be deemed acceptable to, and approved in writing by, the Court's Project Manager which approval shall not be unreasonably withheld. If the Court's Project Manager does not approve the work in writing, payment to Contractor shall be made in accordance to Subsection 23.2.2 and/or Section 24.0 of this Agreement.
- 13.1.2 The total Contract Sum shall not exceed **\$183,800.00** and shall be paid in accordance with Exhibit B (Pricing and Billing Schedule).
- 13.1.2.1 The total sum for the Implementation Term, as set forth in Subsection 4.1, shall not exceed **\$144,600.00**
- 13.1.2.2 The total sum for the Performance Term, as set forth in Subsection 4.2 shall not exceed **\$39,200.00**
- 13.1.3 Any additional work requested by the Court that exceeds the scope of Exhibit A (Statement of Work), must be approved in advance, and in writing, by the Court Executive Officer or designee, in the form of an Amendment.
- 13.1.4 Any change in the Contract Sum must be approved in advance, and in writing, by the Court Executive Officer or designee, in the form of an Amendment.
- 13.1.5 If Contractor provides any task, deliverable, good, service, and/or other consideration to the Court other than those specified in this Agreement, or if Contractor provides such items requiring the Court's prior written approval without first having obtained such written approval, the same shall be deemed

to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the Court therefor.

13.2 Fees

Contractor shall provide all goods and services at the rates set forth in Exhibit B (Pricing and Billing Schedule). The Court shall have no obligation for payment of fees for any goods or services provided by Contractor except for those which are satisfactorily completed and expressly authorized pursuant to this Agreement.

13.3 Expenses

13.3.1 The Court shall not provide reimbursement for travel expenses, mileage, or any other Contractor expenses, without the prior written approval of the Court's Project Manager.

13.3.2 The Court shall not reimburse any Contractor expenses for staff time or overtime spent performing services or for any time spent to provide information for Court audits or billing inquiries.

13.4 Taxes

Contractor shall collect and remit any sales and use taxes as and to the extent required under the Revenue and Taxation Code.

13.5 Salaries and Employee Benefits

Contractor will be solely responsible for providing to its employees all legally required employee benefits, and the Court shall not be held liable for the direct payment of any salaries, wages, or other compensation to any personnel provided by Contractor.

14.0 CONTRACT ADMINISTRATION

14.1 Key Personnel

The Court and Contractor shall each designate a Project Director who shall have full authority to act on all daily operational matters concerning Contractor's performance under this Agreement. Contractor's Project Director shall be subject to the Court's written approval. Contractor shall not replace its Project Director without prior written approval by the Court. Contractor's Project Director shall be available by telephone during regular business hours.

14.2 Contractor's Representatives

14.2.1 Contractor's Project Director

14.2.1.1 Contractor's Project Director for this Agreement shall be the following person, or designee:

K

Matt Wapnick
CourtCall
6383 Arizona Circle
Los Angeles, CA 90045
(310) 743-1864
Mattw@courtcall.com

- 14.2.1.2 Contractor shall notify the Court in writing of any change in the name or address of Contractor's Project Director.
- 14.2.1.3 Contractor's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.
- 14.2.1.4 Contractor's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Contractor in any respect whatsoever.
- 14.2.1.5 Contractor's Project Director shall provide direction to the Court in the areas relating to Contractor's policies, information requirements, and procedural requirements.
- 14.2.1.6 Contractor's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.
- 14.2.1.7 Contractor's Project Director shall plan and coordinate Contractor's efforts with the Court.
- 14.2.2 Contractor's Project Manager
 - 14.2.2.1 Contractor shall provide a Project Manager to represent Contractor and to oversee day-to-day operation of each site.
 - 14.2.2.2 Contractor's Project Manager shall be the following person, or designee who shall be a full time employee of Contractor:
Matt Wapnick
Contact Info noted above.
 - 14.2.2.3 Contractor's Project Manager shall be responsible for reporting to the Court as specified in this Agreement and as may be required by the Court from time to time. Contractor's Project Director shall plan and coordinate Contractor's efforts with the Court.
 - 14.2.2.4 Contractor's Project Manager shall communicate with the Court's Project Director on an on-going basis concerning any problems, modification, and contractual obligation, and shall be available during regular business hours for problem resolution.

- 14.2.2.5 Contractor's Project Manager shall inform the Court's Project Director of any change in production or in Contractor's personnel assigned to provide goods and/or services to the Court.
- 14.2.2.6 Contractor's Project Manager shall provide the Court with monthly accounting reports as required under this Agreement.
- 14.2.2.7 Contractor's Project Manager shall provide the Court's Project Director with the names, position titles and telephone numbers of Contractor's local staff assigned to provide goods and/or services to the Court under this Agreement.

14.3 Court's Representatives

14.3.1 Court Personnel

Unless stated otherwise in this Agreement, all Court personnel assigned to this Agreement shall be under the exclusive supervision of the Court. Contractor understands and agrees that all such Court personnel are assigned only for the convenience of the Court. Contractor hereby represents that its price, project schedule, and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

14.3.2 Court's Project Director

14.3.2.1 The Court's Project Director for this Agreement shall be the following person, or designee:

**Brian Taylor, Court Executive Officer
Superior Court of California
County of Solano
600 Union Avenue
Fairfield, California 94533
(707) 207-7467
bktaylor@solano.courts.ca.gov**

14.3.2.2 The Court shall notify Contractor in writing of any change in the name or address of the Court's Project Director.

14.3.2.3 The Court's Project Director shall be responsible for confirming that the objectives of this Agreement are met by Contractor.

14.3.2.4 The Court's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate the Court.



- 14.3.2.5 The Court's Project Director shall provide direction to Contractor in the areas relating to Court policy, information requirements, and procedural requirements.
- 14.3.2.6 The Court's Project Director shall have the right at all times to inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- 14.3.2.7 The Court's Project Director may request a change of Contractor's Project Director if the objectives of this Agreement are not being met as determined in the sole judgment of the Court's Project Director.
- 14.3.2.8 The Court's Project Director shall be responsible for determining whether the technical standards and requirements of this Agreement are met by Contractor and for evaluating Contractor's performance under this Agreement.
- 14.3.2.9 The Court's Project Director shall plan and coordinate Contractor's efforts with the Court.
- 14.3.3 Court's Project Manager
 - 14.3.3.1 The Court's Project Manager for this Agreement shall be the following person or designee:

**Lester Siat, Chief Information Officer
Superior Court of California
County of Solano
600 Union Avenue
Fairfield, California 94533
(707) 207-7560
lpsiat@solano.courts.ca.gov**
 - 14.3.3.2 The Court shall notify Contractor in writing of any change in the name or address of the Court's Project Manager.
 - 14.3.3.3 The Court's Project Manager shall monitor and evaluate Contractor's performance.
 - 14.3.3.4 The Court's Project Manager is not authorized to make any changes in any terms and conditions of this Agreement, and is not authorized to further obligate the Court in any respect whatsoever.
- 14.3.4 Court's Contract Manager
 - 14.3.4.1 The Court's Contract Manager for this Agreement shall be the following person or designee:



**Agnes Shappy, Chief Financial Officer
Superior Court of California
County of Solano
600 Union Avenue
Fairfield, California 94533
(707) 207-7470
acshappy@solano.courts.ca.gov**

- 14.3.4.2 The Court shall notify Contractor in writing of any change in the name or address of the Court's Contract Manager.
- 14.3.4.3 Contract Manager shall be responsible for resolving contractual issues relating to terms and conditions of this Agreement.
- 14.3.4.4 Contract Manager shall be responsible for preparing amendments, extensions and addendums to this Agreement.

15.0 HIRING OF EMPLOYEES

Contractor and the Court agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party, except in response to a publicly solicited job listing.

16.0 COURT APPROVAL OF CONTRACTOR'S STAFF

16.1 Contractor's Staff

16.1.1 The Court has the reasonable right to approve, which approval shall not be unreasonably withheld, members of Contractor's Representatives, as set forth in Section 14.0, during the performance of the work hereunder and prior to any proposed changes in Contractor's Representatives. Contractor shall provide the Court's Project Director with résumés of all proposed changes to Contractor's Representatives and shall make such staff available for interview by the Court upon request of the Court's Project Director. By execution hereof, the Court has approved Matt Wapnickas the current Contractor's Project Director and Project Manager.

16.1.2 Contractor shall cooperate with the Court if the Court reasonably requests the removal of a member of Contractor staff from performing work hereunder, where such individual's performance is deemed unsatisfactory by the Court or such individual fails to comply with any provision set forth in this Agreement or any established rule or regulation.

16.2 Background Checks

16.2.1 All Contractor's employees providing services in conjunction with this Agreement may be required to undergo and pass to the satisfaction of the Court a background check as a condition of beginning and continuing work under the

Agreement. The Court may request that such investigations be conducted periodically during the term of the Agreement.

16.2.2 The background checks will be conducted by the Court at Contractor's expense and will consist of a background and fingerprint check.

16.2.3 The Court will issue I.D. badges and access cards for access to the work area at Contractor's expense. Keys will be provided at the Court's expense. Contractor shall assume full responsibility for theft or loss of said keys and cards and shall pay for re-keying all locks operated by these keys or the replacement cost for access cards and I.D. badges. Keys shall not be duplicated. 17.1.4 (Invoices and Payments) change to the following language.

17.0

18.0 SECURITY COMPLIANCE

18.1 Unless special arrangements are made per the instructions set forth below:

- (A) Contractor employees shall enter court buildings only during specified hours;
- (B) Contractor employees shall enter court buildings through public weapon screening entrances; and
- (C) All items brought into court facilities by Contractor employees shall be examined by X-ray machines and may be subject to further physical inspection by Courthouse security personnel.

18.2 If Contractor must provide services or make deliveries of goods outside of regular Court business hours, or if Contractor must bring items into Court facilities that cannot reasonably be placed on or examined by an X-ray machine at a public weapon screening entrance, then Contractor's Project Director and the Court's Project Director shall make special arrangements for Courthouse security personnel to manually search Contractor employee(s) and all items being brought by Contractor employee(s) into a Court facility.

18.3 Under no circumstances may any Contractor employee enter a Court facility without first being searched by duly authorized and uniformed Courthouse security personnel. Under no circumstances may any Contractor employee bring any item(s) into a Court facility without the item(s) being searched by Courthouse security personnel.

19.0 WORK SITE

With respect to work delivered and/or performed on the Court's premises, Contractor has the responsibility to inform itself fully and shall assume the risk as to the physical conditions at the worksite, including as applicable: (1) the availability, location, and extent of construction and storage areas and other facilities or structures above and below ground, but not limited to gas, water, sewer, electrical, and communication utilities; (2) necessary safety precautions and

safeguards; (3) work to be performed by Contractor or others; (4) rules, regulations, and requirements to be observed by Contractor in the conduct of the work. Lack of knowledge of existing conditions will not be accepted as an excuse for failure to perform the specified work, nor shall such excuse be accepted as a basis for claims or additional compensation. Contractor shall conform to any specific safety requirements as required by law or regulation. Contractor shall take any additional precautions as the Court may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of the Agreement.

20.0 RULES AND REGULATIONS

While Contractor's employees or agents are at the facilities of the Court, County of Solano, or of the State of California, they shall be subject to the rules and regulations of those facilities. Contractor shall immediately remove and replace its employees who do not comply with the rules and regulations of such Court, County or State facilities.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. Contractor represents that it has secured and retained any required documentation verifying employment eligibility of its subject personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. Contractor shall indemnify, defend and hold the Court harmless from any employer sanctions or other liability which may be assessed against the Court or Contractor.

22.0 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor shall not assign employees under the age of 18 to perform work under this Agreement. All of Contractor's employees working at court facilities must be able to communicate in English. Contractor's employees must be legally present and permitted to work in the United States.

23.0 INVOICES AND PAYMENTS

23.1 Submitting Invoices

23.1.1 Contractor shall invoice the Court at the rates set forth in Exhibit B (Pricing and Billing Schedule).

23.1.2 Contractor shall bill the Court within the first twenty-five (25) calendar days of the month for goods and services provided the preceding month.

23.1.3 All invoices shall be subject to the Court's written approval. Contractor shall prepare invoices, in the detail specified in Subsection 23.3 using mutually agreeable formats, for charges owed to Contractor by the Court as provided in Exhibit B (Pricing and Billing Schedule).

23.1.4 Contractor shall submit invoices monthly along with signed Monthly Checklist forms for approval to the Court's Project Director.

23.1.5 Immediately upon approving Contractor's invoice(s), the Court's Project Director shall forward all such invoice(s) for review and processing for payment to the Fiscal Division.

23.2 Payment Conditions

23.2.1 The Court shall pay Contractor as per Exhibit B (Pricing and Billing Schedule) in the Agreement within thirty (30) days of receiving a correct and proper invoice from Contractor, provided that Contractor is not in violation of or default under any provision of the Agreement and has submitted a complete, accurate, and approved invoice.

23.2.2 Payment for services rendered shall be made upon the Court's approval of invoices submitted and may be reduced at the Court's sole discretion for Contractor's failure to provide services as specified in the Agreement. The Court may deduct up to ten percent (10%) from invoice amount for each month a failure incurs and until such errors are satisfactorily corrected.

23.2.2.1 The aggregate of all amounts withheld pursuant to Subsection 23.2.2 shall be paid to Contractor by the Court in one lump sum payment the earlier of 1) the parties' agreed upon resolution of the matter(s) for which withholding was prompted or 2) within sixty (60) days from the termination date of this Agreement, upon completion of all corrective measures required.

23.2.3 The cumulative total of such invoices shall not exceed the Contract Sum stated in Section 13.0 of the Agreement.

23.3 Invoice Detail

Each invoice submitted by Contractor shall include the following information:

(A) The deliverables and associated tasks, subtasks, goods, services, or other work (as described in Exhibit A) for which payment is claimed.

(B) Indication of any applicable withhold amount for payments claimed.

(C) Indication of any applicable credits due to the Court.

23.4 Reports by Contractor

In order to monitor and control expenditures and to ensure the reporting and completion of all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor, upon written request by the Court's Project Manager, Contractor shall provide written reports that shall include, but are not limited to, the following information:

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- (A) Period covered by the report.
- (B) Overview of the reporting period.
- (C) Tasks, subtasks, deliverables, goods, services, and other work scheduled for the reporting period which were not completed.
- (D) Tasks, subtasks, deliverables, goods, services, and other work for the reporting period which were completed.
- (E) Tasks, subtasks, deliverables, goods, services, and other work completed in the reporting period which were not scheduled.
- (F) Tasks, subtasks, deliverables, goods, services, and other work to be completed in the next reporting period.
- (G) Issues to be resolved and a scheduled completion date.
- (H) Issues resolved during the reporting period.
- (I) Summary of project status as of reporting date.
- (J) Any other information which the Court may reasonably require from time-to-time.
- (K) Any holidays during the reported period.

24.0 FAILURE TO PROVIDE CONTRACT SERVICES

- 24.1 In the event that Contractor fails to correct any significant and/or repetitive errors on any task or deliverable described in Exhibit A (Statement of Work) and/or fails to perform such corrections within ten (10) business days of receiving written notice thereof from the Court's Project Manager or the Court's Project Director, the Court may deduct up to ten percent (10%) each month from amount of Contractor's regular monthly invoices representing Contractor's management fee for each such failure until such errors are satisfactorily corrected. Under no circumstances shall the Court withhold payment representing amount for which Contractor will be reimbursed such as wages, taxes, benefits, liability insurance or other costs. The Court shall not hold Contractor liable for any delays for which the Court is solely responsible.
- 24.2 The aggregate of all amounts withheld pursuant to Subsection 24.1 shall be paid to Contractor by the Court in one lump sum payment the earlier of 1) the parties' agreed upon resolution of the matter(s) for which withholding was prompted or 2) within sixty (60) days from the termination date of this Agreement, upon completion of all corrective measures required.

25.0 NOTICES

25.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and may be submitted by email or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses:

If to the Court:

**Agnes Shappy, Chief Financial Officer
Superior Court of California
County of Solano
600 Union Avenue
Fairfield, California 94533
(707) 207-7467
bktaylor@solano.courts.ca.gov**

If to Contractor:

**Robert V. Alvarado, Jr. Chief Executive Officer
CourtCall, LLC
6383 Arizona Circle
Los Angeles, CA 90045
(310)743-1853
rva@courtcall.com**

Addresses may be changed by either party giving written notice thereof to the other party. The Court's Project Director shall have the authority to issue all notices or demands required or permitted by the Court under this Agreement.

26.0 NOTICES OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall immediately, but not later than five (5) business days of learning of the actual or potential situation, telephone the appropriate other party personnel to give notice thereof, including all relevant information with respect thereto, to the other party. Such telephone notification shall be followed up in writing with an explanation of the situation within five (5) working days. Failure to comply with this section may result in termination pursuant to Subsection 42.2.

27.0 INDEPENDENT CONTRACTOR STATUS

27.1 Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor the Court may terminate this Agreement immediately upon notice.

27.2 Exclusive Control of Means and Method of Performance

- 27.2.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.
- 27.2.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.
- 27.2.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to the Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) the Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.
- 27.2.4 Contractor will indemnify, defend, and hold the Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the Court and any Contractor or Subcontractor personnel.
- 27.2.5 Contractor will determine the method, details, and means of performing or supplying the work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety, subject to court security policies.

28.0 PROHIBITION ON ASSIGNMENT AND SUBCONTRACTING

Contractor may not assign its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment made in contravention of the foregoing shall be void and of no effect.

29.0 BINDING ON SUCCESSORS

This Agreement will be binding on the parties and their permitted successors and assigns.

30.0 INSURANCE

30.1 General Requirements

- 30.1.1 Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in

effect. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the State of California, the Judicial Council of California, and the Superior Court of California, County of Solano, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced.

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

30.1.3 The Certificates of Insurance shall be addressed as follows:

**Agnes Shappy, Chief Financial Officer
Superior Court of California
County of Solano
600 Union Avenue
Fairfield, California 94533
(707) 207-7470
acshappy@solano.courts.ca.gov**

30.1.4 All insurance policies required under this section shall be in force until the end of the term of this Agreement or completion of the services, whichever comes later.

30.1.5 If the insurance expires during the term of the Agreement, the Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.

30.1.6 If required insurance lapses during the term of this Agreement, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

30.1.7 In the event the Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement or declare the Contractor in breach of the Agreement. If applicable, the Court reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the Court.

30.1.8 Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of this Section 30.0, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, and the Superior Court of California, County of Solano, and their respective elected and appointed officials, judges, officers, and employees for

direct physical loss or damage to the work, or for any liability arising out of the Services performed by Contractor under this Agreement.

- 30.1.9 All insurance policies required under this Section 30.0 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Court. Notice to the Court of cancellation or material change is the responsibility of the Contractor.
- 30.1.10 The cost of all insurance required by this Section 30.0 is the sole responsibility of the Contractor, and is a component part of the Contractor's agreed compensation.
- 30.1.11 The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 30.1.12 Contractor shall declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to Court approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 30.1.13 Each policy must provide, as follows: (i) the policy is primary and non-contributory with any insurance or self-insurance maintained by judicial branch entities and judicial branch personnel, and the basic coverage insurer waives any and all rights of subrogation against judicial branch entities and judicial branch personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of Solano, the County of Solano, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 30.1.14 Contractor shall require insurance from Subcontractors and their Sub-subcontractors with substantially the same terms and conditions as required of the Contractor under "Basic Coverage" herein below and with limits of liability, which in the opinion of the Contractor are sufficient to protect the interests of the Contractor, State of California, the Judicial Council of California, and the Superior Court of California County of Solano.
- 30.1.15 If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

30.2 Basic Coverage

Contractor shall provide and maintain at the Court's discretion and Contractor's expense the following insurance during the term of this Agreement:

30.2.1 Commercial General Liability

The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.

30.2.2 Workers Compensation and Employer's Liability

The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.

30.2.3 Automobile Liability

The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.

30.2.4 Professional Liability

The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

30.3 Umbrella Policies

Contractor may satisfy required coverage limits through any combination of basic coverage and umbrella insurance.

31.0 WARRANTIES

31.1 Contractor shall promptly upon notice correct any and all non-conformances, defects, errors, and/or omissions in the tasks, deliverables, goods, services, and/or other work

provided or to be provided under Exhibit A (Statement of Work) pursuant to this Agreement during the term of this Agreement. Contractor shall make such correction(s) at no additional cost to the Court.

- 31.2 Contractor warrants that it shall provide all goods and/or services in strict compliance with all specifications and requirements set forth in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 31.3 Contractor warrants that it shall maintain sufficient personnel and equipment inventory to perform the services in the required turn-around time as specified in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 31.4 Contractor warrants that it shall deliver all required reports and invoices as defined and set forth in Exhibit A (Statement of Work), and elsewhere in this Agreement.
- 31.5 In the event Contractor fails timely to perform its warranty obligations set forth in this Section 31.0, then the Court may perform any required correction or other work and debit Contractor therefor at the Court's direct actual cost of outside labor and materials and the Court's burdened labor rates (including salary, employee benefits and applicable reimbursement policies) to remedy any failure to conform to the provisions of this Agreement.
- 31.6 In the event Contractor does not agree with the Court's assessment of charges, Contractor may seek to resolve any such dispute pursuant to Section 46.0 (Dispute Resolution).
- 31.7 The rights and remedies provided in this Section 31.0 shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement.

32.0 NO GRATUITIES

Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any judicial branch personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

33.0 WARRANTY AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

34.0 NO CONFLICT OF INTEREST

Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or

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California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

35.0 NO INTERFERENCE WITH OTHER CONTRACTS

To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

36.0 NO LITIGATION

No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations under this Agreement.

37.0 LIMITATION OF LIABILITY

The Court will not be liable to Contractor, its officers, employees, subcontractors, or third parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to the Agreement, regardless whether the Court was advised of the possibility of such loss or damage. In no event will the Court's liability for direct damages arising from or related to the Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by the Court under the Agreement. Neither the Court nor court personnel will be personally responsible for liabilities arising under the Agreement.

38.0 INDEMNIFICATION BY CONTRACTOR

Contractor will defend (with counsel satisfactory to the Court or its designee) indemnify and hold harmless the Court, the County of Solano, the State of California, other California judicial branch entities, and their officers, agents, and employees from and against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity does not apply nor extend to the claims by those who utilize the service provided by the Court (the lawyers or members of the public who utilize the telephonic appearance solution). Nor does it extend to any situation in which the Court or Court staff fail to provide the service or fail to provide it in accordance with existing law and court rules. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any goods, services, or deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the negligence or misconduct of the indemnified party.

39.0 CONFIDENTIALITY

- 39.1 During the term of this Agreement and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all rights, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations.
- 39.2 "Confidential Information" means: (i) any information related to the business or operations of the Court, including information relating to the Court's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court's satisfaction that: (a) Contractor lawfully knew prior to the Court's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.
- 39.3 Contractor shall provide to the Court a completed Contractor Acknowledgment and Confidentiality Agreement (Exhibit C1), and a completed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit C2), for each of its employees performing work under this Agreement. All such completed Agreements shall be delivered to

Agnes Shappy, Chief Financial Officer
Superior Court of California
County of Solano
600 Union Avenue
Fairfield, California 94533
(707) 207-7470
acshappy@solano.courts.ca.gov

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Delivery shall be on or before the effective date of this Agreement but in no event later than the date which Contractor first has some access to the Court records, materials, data, or information, or first performs work under this Agreement, whichever date is earlier.

40.0 DATA AND SECURITY

40.1 Safety and Security Procedures

Contractor shall maintain and enforce, at the Contractor's work locations, industry-standard safety and physical security policies and procedures. While at court facilities, Contractor shall comply with the safety and security policies and procedures in effect at such court facilities.

40.2 Data Security

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

40.2.2 "Data Safeguards" means industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Court's data or Confidential Information, and such other related safeguards that are set forth in applicable laws, a statement of work, or pursuant to the Court's policies or procedures.

40.3 Security Assessments

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

41.0 COURT'S QUALITY ASSURANCE PLAN

The Court or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation shall include assessing Contractor's compliance with all contract terms and performance standards. Contractor's deficiencies which the Court determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Court Executive Officer or designee. The report shall include improvement/corrective action measure(s) taken by the Court and Contractor. If improvement does not occur consistent with the corrective action measure(s), the Court may terminate this Agreement or impose other penalties as specified in this Agreement.

42.0 TERMINATION CLAUSES

42.1 Termination for Convenience

42.1.1 Services performed under this Agreement may be terminated in whole or in part at any time by either party when, in its sole discretion, either party deems that termination is in its best interest. A party may terminate services by delivering to the other party a written Termination Notice which specifies the extent to which services are terminated and the effective termination date. The effective date terminating services shall be thirty (30) calendar days from the date the written Termination Notice is delivered to the other party.

42.1.2 After receiving a Termination Notice under this Subsection, and unless otherwise expressly directed by the Court, Contractor shall take all necessary steps to (a) stop services on that date and to the extent specified in the Termination Notice or (b) stop the delivery or manufacture of goods as specified in the Termination Notice. Contractor shall complete services or delivery or manufactured of goods not so terminated.

42.1.3 Contractor shall not recover overhead or profit on the uncompleted portions of the services or goods.

42.2 Termination for Cause

The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within twenty (20) days following notice of default (or, in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

42.3 Termination Due to Nonavailability of Funds

The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn,

reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the Court, for lack of appropriation of funds. Upon termination, the Court will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

43.0 EFFECT OF EXPIRATION OR TERMINATION; SURVIVAL PROVISION

- 43.1 Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.
- 43.2 Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work or service, unless otherwise specified by the Court in writing or set forth in this Agreement:
- 43.2.1 Contractor shall cease to perform the services being terminated on the date and to the extent specified in such notice.
- 43.2.2 The Court will pay to Contractor all sums due to Contractor for services properly performed through the effective date of such expiration or termination (prorated as appropriate).
- 43.2.3 Contractor shall return to the Court all monies paid by the Court, yet unearned by Contractor, including any prepaid Services Fees, if applicable.
- 43.3 Contractor shall have no claim against the Court, the County of Solano, the State of California, the Judicial Council, and their respective officers, employees, and agents for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the Court and shall immediately repay all such funds to the Court. Payment by the Court for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Court, the County of Solano, the State of California, the Judicial Council, and their respective officers, employees, and agents' right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

44.0 RENEGOTIATIONS DUE TO BUDGET RESTRICTIONS/ NON-APPROPRIATION OF FUNDS

In the event that budget reductions occur in any fiscal year covered by the Agreement that may cause the Court to consider terminating the Agreement, the parties agree to attempt to renegotiate in good faith the terms of the Agreement to reduce the Maximum Contract Sum in lieu of cancellation under the termination provisions of the Agreement.

45.0 FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

46.0 DISPUTE RESOLUTION

46.1 The Court and Contractor will attempt, in good faith, to resolve any disputes arising from this Agreement informally. Such protest or objection must be submitted in writing within ten (10) calendar days of the earliest incident of dispute. Contractor will meet with the Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

46.2 Escalation

46.2.1 If a dispute remains unresolved either party may give Notice requesting each party's Chief Executive Officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen (15) days of the effective date of the Notice.

46.2.2 If the matter is not resolved as set forth above, the aggrieved party will submit a second Notice which will:

- (A) Provide detailed factual information;
- (B) Identify the specific provisions in the Agreement on which any demand is based;
- (C) Advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- (D) Attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

46.2.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.

46.2.4 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by the Court.

Contractor's failure to diligently proceed in accordance with the Court's instructions will be considered a material breach of the Agreement. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, which is not otherwise resolved pursuant to this Section 46 shall be determined by arbitration in San Francisco, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

47.0 COURT REMEDIES

The remedies set forth in this section are provided for the Court's benefit and use only, and are non-exclusive and cumulative.

47.1 Remedy for Failure of Performance

Contractor shall provide to the Court substitute qualified personnel at no charge within 30 days if, as determined in the sole judgment of the Court's Project Director, either:

- 47.1.1 At any time during the period of performance of this Agreement, Contractor's personnel, for any reason, including, but not limited to, resignation, fail to perform under such Agreement; or,
- 47.1.2 At any time during the period performance of this Agreement, Contractor's personnel perform unsatisfactorily, and Contractor fails to cure to the Court's Project Director's satisfaction within 30 days of receipt of written or oral notice from the Court's Project Director of the specific nature of the problem.

47.2 Waiver of Remedy for Failure

The Court's Project Director may waive all or any portion of this remedy and may allow Contractor to submit an invoice for all or any part of such work performed by the substitute personnel, if the Court's Project Director determines that:

- (A) The term of the Agreement was not adversely affected; and,
- (B) The quality of performance obligated under such Agreement was maintained.

47.3 Remedy for Failure to Furnish Approved Personnel

If Contractor is unable to furnish its proposed and approved personnel within five (5) business days of the execution of the Agreement, or by the date, if any, of commencement of work as specified in the Agreement, or in the event Contractor defaults three (3) times under this Section 47.0 within a given Court fiscal year, then the Court may terminate the Agreement pursuant to Subsection 42.2 (Termination for Cause), as to that Contractor.

48.0 ACCOUNTING

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

49.0 CALIFORNIA BUREAU OF STATE AUDITS PROVISION

This Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

50.0 GENERAL AUDIT AND RECORDS PROVISION

Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit.

51.0 MATERIAL DATA SHEETS

If some or all of the goods provided by Contractor under the Agreement are on CAL OSHA's "Hazardous Substances List," Contractor shall forward a completed Material Safety Data Sheet (MSDS) to the Court.

52.0 PUBLICITY

Neither party shall make any public announcement or press release about this Agreement without the prior written approval of the other, which approval will not be unreasonably withheld..

53.0 PUBLIC ACCESS TO RECORDS AND INFORMATION

Rule 10.500 of the California Rules of Court sets forth comprehensive access provisions applicable to administrative records (which includes, among other things, agreements and amendments) maintained by a trial court. The Court will make identifiable administrative records available upon request, unless the records are exempt from disclosure under Rule 10.500. An agreement or amendment may be considered a public record and be made available to anyone who requests a copy.

54.0 GOVERNING LAWS, JURISDICTION AND VENUE

California law, without regard to its choice-of-law provisions, governs the Agreement. Jurisdiction and venue for any legal action arising from the Agreement shall exclusively reside in Fairfield, California, and the parties hereby consent to the jurisdiction and venue of such courts.

55.0 COMPLIANCE WITH THE LAW

Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.

56.0 TAX DELINQUENCY

56.1 Pursuant to Public Contract Code section 10295.4, the Court shall not enter into any contract for the acquisition of goods or services with a person or entity identified by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) as one (1) of the 500 largest tax delinquents. Contractor certifies that they do not currently appear on and there is no reason to believe Contractor will/may be placed on the Delinquent Taxpayer lists.

56.2 Contractor must provide Notice to the Court immediately if placed on and/or if there is reason to believe Contractor will/may be placed on the Delinquent Taxpayer list(s). Failure to provide such Notice will be determined to mean that Contractor is in breach of contract and will be responsible for all expenses associated with re-contracting, re-bidding and obligations.

56.3 Any contract entered into in violation of Public Contract Code section 10295.4 is void and unenforceable as to the Court's obligation(s) to Contractor until such time as Contractor has been removed from the Delinquent Taxpayer list(s).

57.0**58.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAW**

Contractor assures that it shall abide by all applicable Federal and State of California laws and comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(e) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

59.0 NONDISCRIMINATION

Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

60.0 FAIR LABOR STANDARDS ACT

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless the Court, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the Court may be found jointly or solely liable.

61.0**62.0 DOMESTIC PARTNERS, SPOUSES, AND GENDER AND GENDER IDENTITY DISCRIMINATION**

Contractor is in compliance with, and throughout the term of this Agreement will remain in compliance with: (i) Public Contract Code section 10295.3, which places limitations on contracts with Contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status, and (ii) Public Contract Code section 10295.35, which places limitations on contracts and contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

63.0 DRUG-FREE WORKPLACE

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

64.0 NO HARASSMENT

Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

65.0 ANTI-TRUST CLAIMS

Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

66.0 LOSS LEADER

Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030.

67.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions, to the federal government, or any state, county, municipality, or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the Court.

68.0 UNION ACTIVITIES CERTIFICATION

No Court funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term). If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

69.0 IRAN CONTRACTING ACT

Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to Public Contract Code section 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to Public Contract Code section 2203(c).

70.0 EXPATRIATE CORPORATIONS

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

71.0 CONFLICT MINERALS

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

72.0 ELECTRONIC WASTE RECYCLING ACT

If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code section 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

73.0 CHILD SUPPORT COMPLIANCE ACT

Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

74.0 DISABLED VETERAN'S BUSINESS ENTERPRISE COMMITMENT (IF APPLICABLE)

Contractor's failure to meet the disabled veteran business enterprise ("DVBE") set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the Court: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

75.0 SMALL BUSINESS ENTERPRISE (IF APPLICABLE)

Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

76.0 SEVERABILITY

If any part of this Agreement is held unenforceable, all other parts remain enforceable.

77.0 NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

78.0 WAIVER

A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure

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to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

79.0 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the Court from acquiring similar, equal or like goods and/or services from other entities or sources.

80.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

81.0 AMENDMENT

Except as otherwise specified in this Agreement, no renewal, modification or amendment to this Agreement will be valid without written approval by the Court Executive Officer or designee, in the form of an Amendment, including any changes to the Statement of Work.

82.0 EXPANSION OF CONTRACT

82.1 Contractor is responsible for providing services as described in Exhibit A (Statement of Work). The Court and Contractor agree that in the event the Court requires additional services, Contractor shall be able to provide such services pursuant to an amendment to this Agreement, pursuant to Section 81.0 (Amendment).

82.2 Contractor shall provide the services pursuant to Exhibit A (Statement of Work) at a contract sum to be negotiated by Contractor and the Court.

83.0 HEADINGS

All headings are for reference purposes only and do not affect the interpretation of this Agreement.

84.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which is considered an original.

85.0 SIGNATURES

85.1 The signatures required for execution of the Agreement may be made by manual signature, or by digital signature that conforms to Government Code section 16.5 and all California regulations promulgated thereunder (including California Code of Regulations, title 2, division 7, chapter 10), or by any other commercially acceptable signature method.

85.2 The parties give the same validity, force, and effect to a scanned, faxed, photocopied, or other accurately reproduced signature as to an original signature.

86.0 AUTHORIZATION PAGE

IN WITNESS THEREOF, the Superior Court of California, County of Solano has caused this Agreement to be subscribed by its Court Executive Officer, and **CourtCall, LLC** has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SOLANO
600 Union Avenue Fairfield, CA 94533

By: Brian Taylor Date: 05/18/17
BRIAN TAYLOR
Court Executive Officer

COURTCALL, LLC
6383 Arizona Circle
Los Angeles, CA 90045

By: Rt. ✓ Date: 5/17/17
ROBERT V. ALVARADO, JR.
Chief Executive Officer

Agreement Number: SP-2016-0039

EXHIBIT A1

STATEMENT OF WORK – System Implementation

1.0 GOALS AND OBJECTIVES

The Solano Superior Court will provide and operate its own remote telephonic appearance system and services pursuant to Government Code sections 72010 and 72011, Code of Civil Procedure section 367.5, California Rule of Court 3.670, and any other legal authority pertinent to telephone appearances.

The Court would like to run all telephonic appearances internally. The callers may be directed among different departments in multiple court locations in the county. The Solano Superior Court has four court locations, three located in Fairfield and one located in Vallejo. The Court has 23 judicial officers and a staff of 202 employees.

The vast majority of telephonic appearances occur in civil and family law cases. The Court holds morning and afternoon calendars for all case types and on average handles between 75 and 100 telephonic calls a week. This number varies based upon the case type and the number of participants for each call.

2.0 CURRENT COURT EQUIPMENT BACKGROUND

Telephone System

Currently, the Court's telephone system should work with any telephonic order; product should be vendor agnostic.

Audiovisual System

Currently, courtrooms have audiovisual systems that fall under one of two categories:

- A. Analog public address (PA) system with mixer amp and no special controllers
- B. Digital PA system with digital signal processor (DSP) and Crestron controllers

The telephonic conferencing system will need to feed into the audiovisual system. During the Pre-Bid Conference, the audiovisual system will be available for each Proposer.

3.0 DESCRIPTION OF SERVICES AND DELIVERABLES

Contractor shall be a highly qualified vendor with expertise in audio integration who will be able to support a cloud based telephonic appearance system in all court locations in the county. Contractor shall design, build, implement and provide a turn-key solution for the cloud based audio and telephonic system with a user interface that is easy for staff to moderate, monitor and mute/unmute calls on the day of hearings; with a process and website to schedule and pay for

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telephonic appearances; with integration into the Court's case management system and with integration into the Court's audiovisual telecommunications system.

4.0 DESIGN AND INTEGRATE REMOTE AUDIO AND TELEPHONIC SYSTEMS

- A. Contractor shall supply a turn-key telephonic conferencing system. The system shall be able to support multiple in-bound callers at one time and the callers will be spread out among different departments in different courthouses in the county.
- B. Contractor shall design, build, implement and provide turn-key solutions for a web based payment center with processes for the public to schedule and pay the Court for remote telephonic appearances. The fees shall be set pursuant to those established by statute and the California Rules of Court.
 - i. In order for court users to schedule and pay for remote telephonic appearances, the website will need court calendars and case information. This will require that the website be integrated into the Court's case management system.
 - ii. The web based payment center must be able to process credit and debit card transactions. The system must be PCI compliant and must be compatible with card and payment services or with the third party Payment Processor System. Currently, NCourt LLC, a certified PCI merchant service provider, processes, restores and transmits all credit card information for the court. The web based payment center must be able to integrate with NCourt Payment API system.
 - iii. The web based payment center must be able to issue a receipt which includes the callers "pin", conference or identifying number.
- C. Contractor shall provide a notification system that will send the caller an SMS, an e-mail or voicemail reminding them of the appointment.
 - i. The Court will send out reminders the day before the scheduled appearance.
 - ii. The Court will accept the following type(s) of reminders to send to court users the day before the scheduled appearance: e-mail, short message service (SMS), and/or automated voicemail.
- D. The web based payment and scheduling center must be able to provide court staff with a means to identify and trace callers based on case number and/or first and last name of the court user on the day of the scheduled appearance.
- E. Contractor shall design, build, implement and provide a turn-key solution for the user friendly graphical user interface that will allow staff to remotely moderate, monitor and mute/unmute telephonic appearances on the day of the hearings.
 - i. Contractor must provide the Court with a queuing system that is based on case number and/or first and last name.

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- ii. On the day of the telephonic system appearance, court users will be placed on a queuing list and will be muted until their court case is called by the Judicial Officer. At that point, court staff will be able to identify the corresponding cases and proceed to mute/unmute the court user.
- iii. Court staff will serve as an operator(s) and must be able to monitor calls and mute and un-mute callers. This should be provided by an easy to use graphical interface, which will show callers who are on logged into the conference, callers who are muted and callers who are unmuted. This interface must also allow staff to identify, track and mute/unmute callers into multiple locations concurrently.
- iv. It is desired that Contractor design, build, implement and provide turn-key solutions for one (1) easy to use graphical interface that will be employed for telephonic conferencing.
- v. It is desired that Contractor provide a mechanism for staff in the courtroom to communicate via instant messaging with staff members who are moderating the conferencing if in a remote location in the courthouse or another courthouse.

F. Contractor must provide the Court with a cloud based solution that will be compatible with the Court's telephonic appearances.

G. Any equipment located on site will need to be housed at a location identified by the Court.

5.0 IMPLEMENTATION TIMELINE

Contract execution completed

By: May 15, 2017

Any additional Judicial Officers added to current CourtCall platform (evaluation and equipment preference meetings to be completed in April)

By: Completed

Initial "look and feel" and interface functionality meetings to be completed

By: Completed

Courtrooms to be equipped with new or upgraded equipment as decided upon by each Judicial Officer

By: Ongoing: Per April meetings, new equipment not required.

Additional "look and feel" and functionality meetings to be completed

By: August 1, 2017

Automated alert by SMS, email or voicemail as directed by the Court complete

By: August 1, 2017

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Acceptance Testing will be conducted during mutually agreed days and times during the week of September 18, 2017

Training will be completed with Court assigned staff, at Court's preferred schedule over one day during the week of September 25, 2017

Go live with completed integration with Contexte Case Management System and NCourt Payment API system

By: October 2, 2017

Rollout Support shall be provided onsite on agreed Service commencement date for 2 consecutive days. Thereafter, Rollout Support will be telephonically available from 7:30 am to 5:30 pm.

To the extent that Judicial Officers or staff are unavailable for meetings with Contractor relating to equipment or to "look and feel" of interfaces being customized for the Court or to extent that third party vendors' provision of necessary tools are delayed, Contractor shall allowed a day for day extension of performance.

6.0 COMPLETION CRITERIA

Contractor will have fulfilled its obligation under this Agreement when it accomplishes the activities set forth in Section 5, Implementation Timeline, and delivers to the Court the items described below:

The hardware described in the Exhibit B.

The software that substantially accomplishes the items described in Section 4, above.



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EXHIBIT A2

**STATEMENT OF WORK – Custom Application Support and Basic
Equipment Maintenance**

1.2 Application Support and Equipment Maintenance

Beginning in year two of the contract, Contractor shall charge a basic maintenance fee of \$6,700.00 to maintain the software components provided by Contractor and to replace any contractor provided hardware not damaged as a result of misuse.

The Solano Superior Court will provide and operate its own remote telephonic appearance system and services pursuant to Government Code sections 72010 and 72011, Code of Civil Procedure section 367.5, California Rule of Court 3.670, and any other legal authority pertinent to telephone appearances.

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EXHIBIT B
PRICING AND BILLING SCHEDULE

1. Compensation

1.1 Equipment

Contractor shall provide equipment to courtrooms selected by the Court. Court shall own and maintain the equipment. The total cost of the equipment is \$10,600, as described below. All equipment installation and testing will be provided by the Contractor to the Court at no cost.

| QTY | Item | Unit Price | Line Total |
|-----|---|------------|------------|
| 2 | Polycom SoundStation II EX - Analog Polycom | 500.00 | 1,000.00 |
| 12 | Polycom IP 7000 SoundStation VOIP conference phones | 800.00 | 9,600.00 |

10,600.00

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1.2 System Implementation

Contractor shall charge a fixed fee of \$134,000 for performance of services in Exhibit A1, Statement of Work – System Implementation, broken down as follows:

| | |
|--------------------------------|----------|
| Custom Application Development | \$42,000 |
| System Integration | \$92,000 |

1.3 Subscription Entitlements

Contractor shall charge a Conferencing system annual fee as follows:

24/7 bridging capacity with 30 simultaneous conference 5,000 participants annually = annual fee \$32,500

24/7 bridging capacity with 30 simultaneous conference 5,000 participants overage in a year = \$625 Per Week.

1.2 Application Support and Equipment Maintenance

Contractor shall charge an annual maintenance fee of \$6,700 for custom application support and basic equipment maintenance as described in Exhibit A2, Statement of Work – Custom Application Support and Basic Equipment Maintenance, beginning in year two of the contract.

2. Billing

1.1 Contractor shall submit one original invoice for the Equipment as outlined in Section 1.1 of Exhibit B, along with an acknowledgement receipt by the Court, for \$10,600 plus applicable taxes. Contractor shall submit the invoice to the court within 30 days from the date of delivery of equipment.

1.2 Contractor shall submit one original invoice along with applicable supporting deliverables, as described in Section 6 of Exhibit A1, for payment for Services rendered under this agreement as described in Exhibit A1, Scope of Work – System Implementation, for a fixed amount of \$134,000 plus applicable taxes. Contractor shall submit the invoice to the court within 30 days from the date of completion of services as described in Section 5 of Exhibit A1.

1.3 Contractor shall submit one original invoice for payment for Subscription Entitlements Services rendered under this agreement, within 30 days after the Implementation Term is completed, for a fixed amount of \$32,500 plus applicable taxes.

1.4 Contractor shall submit one original invoice for payment for Services for the Additional Performance Term, Year 2, within 30 days after the Performance Term, Year 1 is completed, for a fixed amount of \$32,500 plus applicable

taxes and \$6,700 for services rendered under this agreement as described on Exhibit A2, Statement of Work – Application Support and Equipment Maintenance.

1.5 Contractor shall submit invoices for court approval to the address below:

Superior Court of California, County of Solano
Attention: Fiscal Services
600 Union Avenue
Fairfield, CA 94533

3. Payment

The Court shall pay Contractor as per Section 1, Compensation, within thirty (30) days of receiving a correct and proper invoice from Contractor as per Section 2, Billing, provided that Contractor is not in violation of or default under any provision of the Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.

4. No Implied Acceptance

Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.

(COURT CALL'S COST PROPOSAL DOCUMENT TO FOLLOW)

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OPTION 2 COST PROPOSAL – COURT CONTROLLED PLATFORM

The Court will either license services and software or buy equipment from CourtCall to facilitate appearances internally.

- ▶ CourtCall will sell or license to the Court 24/7 bridging capacity (and the necessary redundancy which is not specified in the bid documents) enabling as many as thirty (30) simultaneous court sessions (with an unlimited number of participants for each session, assuming stated usage of 4,000-5,000 annual participants).
- ▶ CourtCall will provide equipment, at the election of EACH judicial officer, for each courtroom. The court will own and maintain the equipment.
 - Polycom SoundStation II EX
 - Polycom IP 7000 VOIP SoundStation
 - 52 Crestron touch-pads, one for each Bench and one for each clerk station
 - All equipment installation and testing will be provided to the Court at no cost.
- ▶ CourtCall will perform the desired integration with Contexte
- ▶ CourtCall will develop an interface for Court staff to operate as outlined in the statement of work
- ▶ CourtCall will develop all scheduling and payment processing systems as outlined in the statement of work.
- ▶ CourtCall will provide Annual technology/interface maintenance, if desired



| | | | | |
|-----------------------|---|--|-------------|--------------|
| 1 | Conferencing System | Annual Fee for 24/7 Bridging capacity with 30 simultaneous conferences (each with unlimited participants, assuming approximately 5,000 participants annually). * Exclusively for Court use and not for resale. | \$32,500.00 | \$32,500.00 |
| 26 | Polycom SoundStation II EX | Cost for Analog Polycom (final unit quantity may vary) | \$500.00 | \$13,000.00 |
| 26 | Polycom IP 7000 SoundStation VOIP conference Phones | Cost for VOIP Polycoms (final unit quantity may vary) | \$800.00 | \$20,800.00 |
| 52 | Crestron TSW-752, 7" touch pads | Crestron Pad for each bench and each clerk station (final unit quantity may vary) | \$1,115.00 | \$57,980.00 |
| 1 | Custom Application Development | CourtCall will custom build all required scheduling, payment and operating interfaces | \$42,000.00 | \$42,000.00 |
| 1 | System Integration | CourtCall will integrate all custom interfaces with Contexte | \$92,000.00 | \$92,000.00 |
| 1 | Support and maintenance | Custom application support and basic equipment maintenance for one (1) year, beginning in year two of the contract | \$6,700.00 | \$6,700.00 |
| 1 | Installation Services | Installation, Placement and Testing of all selected equipment | NC | \$0.00 |
| Subtotal | | | | \$264,980.00 |
| Sales Tax (estimated) | | | | \$21,860.85 |
| Total | | | | \$286,840.85 |

*price may be adjusted if usage exceeds 5,000 participants annually

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**CONTRACTOR ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

Firm Name: Court Call LLC Agreement Number: SP-2016-0039

GENERAL INFORMATION

CourtCall LLC has entered into a contract with the Superior Court of California, County of Solano ("Court") to provide various services, work, tasks, and deliverables. Therefore, Court requires the signature of its partner on this Contractor Acknowledgment and Confidentiality Agreement, which is Exhibit C1 to the Agreement, and is incorporated therein:

CONTRACTOR ACKNOWLEDGMENT

We understand and agree that we are not employees of Court for any purpose whatsoever and that we do not have and will not acquire any rights or employment-based benefits of any kind from Court during the Period of Performance.

CONFIDENTIALITY AGREEMENT

We may be involved with work pertaining to services provided by Court and, if so, we may have access to confidential data pertaining to persons and/or entities who receive services from Court. Court has a legal obligation to protect all such confidential data, especially data concerning health, juvenile, criminal and welfare recipient records. If we are to be involved in Court work, Court must ensure that we will protect the confidentiality of all data. Consequently, we must sign and abide by this Confidentiality Agreement as a condition of our work to be provided by for the Court. We have read the Agreement and this Exhibit C1, and have taken due time to consider each prior to signing.

We hereby agree not to divulge to any unauthorized person any data obtained while performing work pursuant to the contract between the firm and Court. We agree to return all confidential materials to Court upon termination of our contract.

We acknowledge that violation of this Confidentiality Agreement will subject us to civil and/or criminal action and that Court will seek all possible legal redress.

Robert V Alvarado, Jr CEO
Principal's Name (Print)

By: R.V Date: 5/17/17
Principal's Signature

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Exhibit C2

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Firm Name: _____ Agreement Number: _____

GENERAL INFORMATION

My employer, _____ ("Contractor"), has entered into a contract with the Superior Court of California, County of Solano ("Court") to provide various services, work, tasks, and deliverables. Therefore, Court requires the signature of Contractor's employees on this Contractor Employee Acknowledgment and Confidentiality Agreement, which is Exhibit C2 to the Agreement, and is incorporated therein.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that I am not an employee of Court for any purposes whatsoever and that I do not have and will not acquire any rights or employment-based benefits of any kind from Court during the Period of Performance.

CONFIDENTIALITY AGREEMENT

I may be involved with work pertaining to services provided for Court and, if so, I may have access to confidential data pertaining to persons and/or entities receiving services from Court. Court has a legal obligation to protect all such confidential data, especially data concerning health, juvenile, criminal and welfare recipient records. If I am to be involved in Court work, Court must ensure that I will protect the confidentiality of all data. Consequently, I must sign and abide by this Confidentiality Agreement as a condition of my work to be provided by for Court. I have read the Agreement and this Exhibit C2, and have taken due time to consider each prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data obtained while performing work pursuant to the contract between my employer and Court.

I agree to return all confidential materials to Court upon termination of the contract.

I acknowledge that violation of this Confidentiality Agreement will subject me to civil and/or criminal action and that Court will seek all possible legal redress.

Print Name

By: _____ Date: _____

Employee Signature

K

EXHIBIT D

ASSIGNMENT AND TRANSFER OF RIGHTS

Firm Name: Cort Coll, LLC Agreement Number: SP-2016-0038

For good and valuable consideration, ^{and subject to the terms of Section 10 of the Agreement (R)} receipt of which is hereby acknowledged, the undersigned, Cort Coll LLC, (hereafter, "Grantor"), does hereby assign, grant, convey and transfer to the Superior Court of California, County of Solano and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written design, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes and other information and/or tools of all types developed under the Agreement to which this Exhibit D attached but not including customized off the shelf software and incorporated by reference, including, but not limited to, all right, title and interest in and to all renewals and extensions thereof (hereafter collectively "Works") and in and to all copyrights and right, title and interest of every kind of nature, without limitation, in and to all based thereon, or derived therefrom, or related the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior chosen-in-action, at law, in equity or otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

R V Date: 5/17/17
Signature of Grantor

R

EXHIBIT E

RELEVANT PORTIONS OF CONTRACTOR'S PROPOSAL

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DECEMBER 14, 2016

WORK PLAN AND OVERVIEW FOR OPTION 2

CourtCall's second option, much like the first, will provide the Court with a full-featured, turn-key telephonic appearance system. CourtCall will provide the Court with a system that supports multiple inbound callers at one time, with the callers being spread across different departments and courthouse locations. CourtCall will custom build a system, comprised of all required components, that meets the needs of the Superior Court of California, County of Solano. More specifically, the details of this project are as follows:

- Web based, PCI compliant, payment center that accepts credit/debit card payments or nCourt, if required, as indicated by the Court.
- Web-based scheduling system for attorneys that is fully integrated with the Court's Contexte case management system
- Receipt/Confirmation with caller dial-in information (Access Codes, PINS, etc.) to be provided for customers upon successful scheduling of telephonic appearance.
- Notification System (SMS, e-mail or voicemail): Will be developed as part of this project. System will also send informational notifications for attorneys in advance of hearings to notify of option to appear by phone, to maximize usage.
- Identification and tracking users by name and/or case number in scheduling system.
- Graphical Interface for moderating, monitoring and controlling appearances. Users will be queued according to cases and Court staff moderating will be able to mute/un-mute callers as needed. Chat feature will be integrated as part of the platform.

HARDWARE, SOFTWARE AND CUSTOMIZED SYSTEMSHardware

CourtCall will work with a Court representative to ensure each courtroom is outfitted with the preferred equipment of each Judicial Officer. Whether the equipment is unique to each courtroom or uniform across the entire county is a decision that will be left to the Court. Should the court desire, CourtCall will provide an analog phone line as necessary in each courtroom or integrate with the Court's existing Shortel system.

Software and Customized Systems

CourtCall will custom develop all software systems and will provide the Court with training manuals and support documents. CourtCall will integrate with Contexte, as is required of this RFP, via available APIs and SDKs. No information is available to CourtCall at this time, so no further details regarding integration specifications and the work that must be done to complete the task can be furnished. Upon acceptance, CourtCall anticipates access to the necessary information and will provide more detailed completion estimates at that time.

INSTALLATION

CourtCall will work with local providers to install dedicated phone lines, if necessary, in courtrooms and will coordinate with Court staff to schedule equipment installation at a time that is not disruptive of courtroom business. Once each Judicial Officer has selected the preferred equipment package for his or her courtroom, a CourtCall representative will be on hand to place, connect and test all equipment.

TRAINING

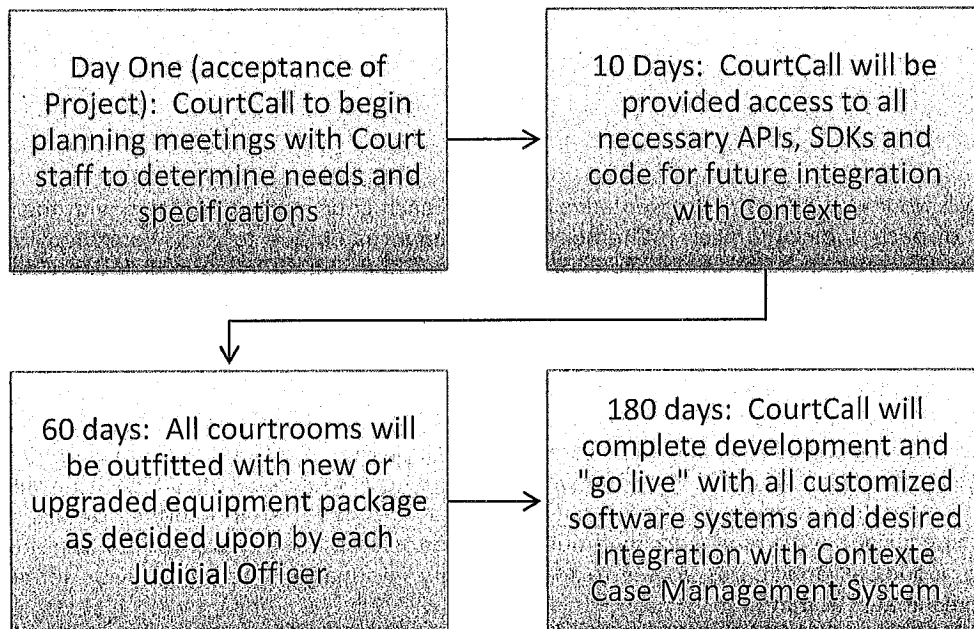
Upon completion of all systems development, CourtCall will schedule training with all relevant parties. Training will be conducted for:

- Operation and support of scheduling and payment interfaces
- Operation and support of custom telephonic appearance operator interface
- Connecting to and Operating live telephonic appearances

MAINTENANCE

CourtCall will provide maintenance and additional support for a period of one (1) year from onset. Maintenance may be extended annually, as desired by the Court throughout the contracted term.

TIMELINE



Superior Court of California, County of Solano
STANDARD AMENDMENT

AMENDMENT NUMBER:

1

AGREEMENT NUMBER:

SP-2016-0039

1. The title of this Amendment is: **Amendment No. 1 (the "Amendment") to the Agreement #SP-2016-0039 between the Superior Court of California, County of Solano (the "Court") and Courtcall, LLC (the "Contractor").**
2. This Amendment becomes effective on **January 1, 2018** and expiring on **December 31, 2018** ("Initial Term"). This Agreement may be extended for up to two (2) additional and successive two-year period by mutual consent of the parties, upon execution of an Amendment ("Extension Term"). The Court shall notify Contractor in writing at least thirty (30) days prior to the beginning of the pertinent extension period of any determination to extend this Agreement beyond the initial term.
3. The maximum amount the Court may pay the Contractor under the Agreement (as amended) is \$0.
4. The parties agree to amend the Agreement as follows:
 - A. Contractor will provide equipment and administer services to enable attorneys and self-represented litigants to appear remotely at court conferences, hearings, and proceedings under Code of Civil Procedure section 367.5, rule 3.670 of the California Rules of Court, and as otherwise provided by law.
 - B. Section 4.0, Period of Performance, of the Agreement is hereby deleted in its entirety. The term of the Agreement (as amended) is described in section 2 of this Amendment.
 - C. Exhibit A1, Statement of Work – System Implementation, of the Agreement is hereby deleted in its entirety.
 - D. Exhibit A2, Statement of Work – Custom Application Support and Equipment Maintenance, of the Agreement is hereby deleted in its entirety and replaced with **Exhibit A3, Statement of Work, Revision No. 1**, attached hereto and incorporated herewith.
 - E. Exhibit B, Pricing and Billing Schedule, of the Agreement is hereby deleted in its entirety and replaced with **Exhibit B1, Payment Provisions and Revenue Distribution**, attached hereto and incorporated herewith.
5. Except as provided in this Amendment, all terms and conditions of the original Agreement#SP-2016-0039 (as previously amended, if applicable) remain in full force and effect.

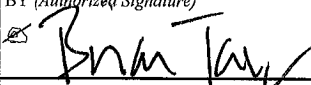
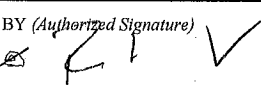
| COURT'S SIGNATURE | CONTRACTOR'S SIGNATURE |
|--|---|
| Superior Court of California, County of Solano | CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized) Courtcall, LLC |
| BY (Authorized Signature)  | BY (Authorized Signature)  |
| PRINTED NAME AND TITLE OF PERSON SIGNING Brian Taylor, Court Executive Officer | PRINTED NAME AND TITLE OF PERSON SIGNING Robert V. Alvarado, Jr., Chief Executive Officer |
| DATE EXECUTED 02/09/18 | DATE EXECUTED 2/8/18 |
| ADDRESS 600 Union Avenue Fairfield, CA 94533 | ADDRESS 6383 Arizona Circle Los Angeles, CA 90045 |

EXHIBIT A3
STATEMENT OF WORK, REVISION NO. 1

1. GENERAL

As authorized by Government Code section 72010(c)(3), trial courts may provide telephone appearance services directly in civil cases under Section 367.5 of the Code of Civil Procedure and rule 3.670 of the California Rules of Court. The Court hereby engages Contractor directly to provide telephone appearance services to the Court.

Contractor will provide equipment and administer services to enable attorneys and self-represented litigants to appear remotely at the Court conferences, hearings, and proceedings in civil cases under Code of Civil Procedure section 367.5, rule 3.670 of the California Rules of Court, and as otherwise provided by law.

2. REMOTE APPEARANCE SYSTEM

- A. At no cost to the Court, Contractor will provide, install, connect, activate, support and maintain all equipment and means of connectivity necessary to enable parties to appear by telephone or video at hearings, conferences, and proceedings in the Court.
- B. Contractor will provide Equipment in four (4) courtrooms in Civil and five (5) courtrooms in Family.
- C. The Equipment in each courtroom will include, but is not limited to:
 - 1) A dedicated phone line (analog or broadband) and phone jack;
 - 2) A full-duplex, bi-directional audio conference unit that has at minimum the following features:
 - a. At least two extended microphone with cords not less than twenty-five feet in length;
 - b. The ability to permit each person participating in the hearing, whether in person or by telephone, to hear all other persons;
 - c. The ability to allow multiple in-bound callers at one time and the callers will be spread out among different departments in different courthouses in the county;
 - d. The ability to allow multiple conference calls simultaneously;
 - e. The ability for the Court to mute and un-mute any and all conference lines;
 - f. A silent visible ringer;
 - g. Be simple to learn and use;
 - 3) Peripheral accessories;
 - 4) Where video appearance is approved pursuant to Exhibit A3 Section 7, a webcam that supports at minimum the following features:
 - a. 720p HD video calling
 - b. H.264 video compression
 - c. Built-in microphone
 - d. USB port
 - e. Windows 7, Windows 10 or later
- D. The Court may not alter or modify the Equipment provided by Contractor without Contractor's prior written consent.
- E. The Equipment will remain the sole and exclusive property of Contractor; however, Contractor hereby grants the Court an exclusive, nontransferable, royalty-free license to use the Equipment during the term of this Agreement (as amended). The Contractor will remove the Equipment upon expiration or earlier termination of this Agreement. If removing the Equipment may result in damages to court premises, Contractor must obtain the Court's permission to remove the Equipment. If the Court consents to the

removal, Contractor will remove the Equipment and fully restore, at Contractor's cost, any damages to the Court's premises.

- F. Contractor will ensure the Equipment meets specifications required to satisfy California Rules of Court, Standards of Judicial Administration standard 3.1 – appearance by telephone.
- G. Contractor will repair or replace within one court day of notice from the Court any defective Equipment and Equipment that no longer meets applicable specifications.
- H. Contractor will provide for each courtroom the use of a reserved toll-free teleconference telephone number, at no cost to the Court. Contractor is responsible to any one-time and ongoing costs and charges associated with the toll-free telephone numbers. The toll-free telephone numbers will remain the sole and exclusive property of Contractor and may not be used by the Court after termination of this Agreement.
- I. If the Court elects to use a VoIP telephone system in its courtrooms for remote appearances, Contractor will upgrade the Equipment it uses to VoIP-compatible Equipment at its sole cost and expense. Contractor shall not be responsible for licensing or other costs associated with enabling VoIP enabled Equipment on the Court's VoIP telephone system.

3. ADMINISTRATION OF TELEPHONE APPEARANCES

- A. At no cost to the Court, Contractor will provide administration, coordination and all other necessary services to enable parties to appear by telephone in the courtrooms described in section 2.B above where telephone appearances must be made available Monday through Friday, except for court holidays, from at least 8:00 a.m. to 5:00 p.m. Pacific Coast Time. These services include but are not limited to the following:
 - 1) Receiving and processing requests and payments from attorneys and other users desiring to make telephone appearances;
 - 2) Providing confirmation to attorneys and other users of their calendar status;
 - 3) Providing a notification system that will send the caller an e-mail, an SMS, or voicemail reminding them of the appointment or updates of their calendar status;
 - 4) Providing calendar information regarding the parties that have confirmed to appear by telephone to participating courtrooms daily, at least two court days before telephone appearances are scheduled in the participating courtroom or in a manner acceptable to the Court.
- B. Within the context and time constraints of regularly scheduled hearings, Contractor will ensure full privacy for those matters designated by the Court to not be heard in a public hearing. Contractor will design and implement a system that ensures that only those parties that are authorized by the Court are included in confidential telephone conferences.

4. DATA INTEGRATION

- A. For the purpose of assisting Contractor in scheduling appearances and promoting remote appearance services, the Court will make case information available via electronic integration between the Contractor's remote appearance system into the court's case management system (CMS). Contractor will not share this information for any other purposes and will not share the information with any other entity, subject only to Exhibit C1 and Exhibit C2 (Confidentiality) of the Agreement.
- B. At no cost to the Court, Contractor will build links for scheduling remote appearances in one or more areas of the Court website:

- 1) Daily Calendar
 - 2) Tentative Rulings
 - 3) Setting Guides
- C. Contractor will provision its own web server, to where the links would pass public information such as case number, event type, judge, time, etc., such that a party could follow that link and schedule a remote appearance.
- D. Contractor will provide the following options to parties when scheduling a remote appearance:
- 1) Use an existing account that the party has previously established with the Contractor.
 - 2) Sign up for an individual account with the Contractor by following the link provided on the court website.

5. CUSTOMER SERVICE, INFORMATION AND MARKETING MATERIALS

- A. At no cost to the Court, Contractor will provide and staff a toll-free "help line" to assist court personnel, attorneys, and other telephone appearance users who have questions regarding procedures for using telephone appearances. Days of operation for "help line" service must be Monday through Friday, and access hours, at a minimum, must be 8:00 a.m. to 5:00 p.m. Pacific Coast Time.
- B. Contractor will prepare and distribute free of charge to attorneys and other telephone users all forms, instructional aids, and other materials necessary and/or reasonably required by such parties to avail themselves of Contractor's telephonic appearance services.
- C. Contractor will be allowed to post informational signage on designated bulletin boards outside of courtrooms and at the clerk's office, along with maintaining informational flyers in courtrooms where telephonic appearance is permitted.
- D. The Court will maintain a website presence for Contractor with appropriate links and information for Contractor's services.
- E. On an on-going basis, Contractor will promote telephone appearance availability to potential customers. Such promotion may include, but is not limited to, producing and disseminating printed advertising, outdoor advertising, handouts, trade show participation, and speaking engagement at law firm or bar association functions. The Court must approve all marketing efforts, including any promotional material that references the Court, prior to Contractor implementing such efforts.

6. TRAINING

At no cost to the Court, Contractor will provide appropriate training and instructional manuals for judicial officers and court staff for the use of the telephone appearance procedures and use of the speaker telephones on an on-going basis as necessary.

7. VIDEO SERVICES

- A. Pursuant to authorization by a Judge, parties may appear via Video provided by Contractor for which a telephonic appearance fee will be due at the same rate as telephonic appearance, with a telephonic appearance fee paid to the Court. Contractor may collect a surcharge for a video appearance or may charge for a video appearance on a time-based schedule with no fee to the Court for the surcharge or the time-based schedule.

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- B. Pursuant to authorization by a Judge, Contractor may make its video services available in the Court for remote testimony as such terms as the requesting party and Contractor may agree with no compensation for said services to the Court.

8. ADDITIONAL SERVICES

- A. On or before June 15, 2018, the Court will allow Contractor to demonstrate its Remote Traffic solution to appropriate judges and court staff for evaluation purposes.
- B. On or before June 15, 2018, the Court will allow Contractor to demonstrate additional services Contractor may be able to offer for criminal, juvenile, problem solving and ADR calendars.

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EXHIBIT B1

PAYMENT PROVISIONS AND REVENUE DISTRIBUTION

1. Telephone Appearance Fee

Pursuant to Rule 3.670 of California Rules of Court, the telephone appearance fees are the statewide, uniform fees to be paid by parties to a vendor or court for providing telephone appearance services. The fee to appear by telephone is \$86 for each appearance.

2. Collection of Fees

2.1 Telephone Appearance Fee in Civil and Family cases

1. Contractor shall charge each person appearing by telephone at a court conference, hearing, or proceedings in civil and family cases, and collect a fee of \$86 for each, except for any appearance relating to Title IV-D as described in section 2.2 below.
2. If a party has received a waiver of court fees and costs, Contractor shall not charge that party any of the fees provided in section 2.1.1. above, subject to the following:
 - a. Contractor that provides the telephone appearance service shall have a lien on any judgment, including a judgment for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance; and
 - b. If Contractor later receives a fee for appearance by telephone that was previously waived, that fee shall be distributed consistent to section 3.1 or 3.2, or if a portion of a fee was received, the reduced fee shall be proportionately distributed consistent to section 3.1 or 3.2 below.

2.2 Telephone Appearance Fee in Title IV-D proceeding

1. Contractor may charge and collect a fee for telephone appearance services in proceedings for child or family support under Title IV-D for the Special Security Act that are brought by or otherwise involve a local child support agency. The fee in such a proceeding shall be \$66.00. No portion of the fee shall be remitted to the State Treasury.
2. A request for a telephone appearance in a Title IV-D proceeding is eligible for a fee waiver, subject to the following:
 - a. A lien by Contractor on any judgement, including a judgement for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance.
 - b. If Contractor later receives a fee for appearance by telephone that was previously waived, that fee shall be distributed consistent to section 3.3 or 3.4, or if a portion of a fee was received, the reduced fee shall be proportionately distributed consistent to section 3.3 or 3.4 below.

2.3 Fee for Telephone Appearance via Video

1. Contractor shall charge each person appearing by telephone via video at a court conference, hearing, or proceedings in civil and family cases, except for any appearance relating to Title IV-D, and collect the same fee of \$86 as described in section 2.1 above. All provisions in section 2.1 shall apply.
2. Contractor shall charge each person appearing by telephone via video in any appearance relating to Title IV-D for the Special Security Act, and collect the same fee of \$66 as described in section 2.2 above. All provisions in section 2.2 shall apply.
3. Contractor may charge each person appearing by telephone via video a surcharge, with no compensation to the court, in addition to the Telephone Appearance Fee.

3. Revenue Distribution

- 3.1 For every paid telephonic appearance conducted by the Contractor up to 5,200 appearance per year, provided that the statutory fee for a telephone appearance is not reduced below \$86, the distribution is as follows:**

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| Amount | Distribution |
|---------|--|
| \$20.00 | State Treasury pursuant to Government Code section 72011 |
| \$40.00 | Court |
| \$26.00 | Contractor |

3.2 For every paid telephonic appearance conducted by the Contractor in excess of 5,200 appearance per year, provided that the statutory fee for a telephone appearance is not reduced below \$86, the distribution is as follows:

| Amount | Distribution |
|---------|--|
| \$20.00 | State Treasury pursuant to Government Code section 72011 |
| \$36.00 | Court |
| \$30.00 | Contractor |

3.3 For every paid telephonic appearance in a Title IV-D proceeding conducted by the Contractor up to 5,200 appearance per year, the distribution is as follows:

| Amount | Distribution |
|---------|--------------|
| \$40.00 | Court |
| \$26.00 | Contractor |

3.4 For every paid telephonic appearance in a Title IV-D proceeding conducted by the Contractor in excess of 5,200 appearance per year, the distribution is as follows:

| Amount | Distribution |
|---------|--------------|
| \$36.00 | Court |
| \$30.00 | Contractor |

3.5 If the statutory fee of \$86 increases, the fixed fee as provided by the statute shall be distributed to the State Treasurer and the remaining fee shall be proportionately distributed on the same percentage according to sections 3.1 and 3.2 above.

4. Disbursement from Telephone Appearance Fees

4.1 Compensation to Contractor

1. Contractor will provide and operate telephonic appearance system and services to the Court free of charge to the Court.
2. The amount described in section 3 above shall be the total and complete compensation provided to and collected by Contractor for the services performed under the Statement of Work, Exhibit A3.
3. Any statutory fee collected by Contractor separate from the Telephone Appearance Fee, such as late fee and cancellation fee, is compensation to Contractor.
4. Any surcharge collected by Contractor for telephone appearance via video is compensation to Contractor.
5. All bank fees and charges, including but not limited to merchant fees, interchange fees, processing fees, transactions fees, chargebacks, and credit card fees are absorbed by Contractor.

4.2 Remittance to the State Treasury

1. Contractor shall remit the gross amount described in section 3 above to the State Treasury within 15 days after the end of each calendar quarter for fees collected in that quarter.

2. Using the form provided by the State Controller's Office (CA 25; Report to State Controller of Remittance to Treasurer TC-31), and the applicable revenue code, Contractor shall transmit payments to the State Treasury, consistent with the amounts in the quarterly reports described in section 5 below.
3. The vendor number provided by the Judicial Council should be used in the TC-31 form, for example : 5013937. The four-digit number for the Remittance Advice Number is a sequential number that the Contractor provides. Example: VE 50139370001
4. The appropriate revenue code under which the fees due to the State is remitted should be 0932 0250 164764.
5. Contractor shall send an original and duplicate of form CA 25, TC-31 with a check payable to:
 - State Treasurer
 - Cash Management Division
 - 915 Capitol Mall, Room 319
 - Sacramento, CA 95814
6. Contractor shall send via e-mail a copy of form CA25, TC-31 with a copy of the check to:
 - fiscal@solano.courts.ca.gov
7. Late Remittance Penalty. Contractor shall be liable for late charges at the rate equal to the lesser of one and a half percent (1.5%) per month or the highest legally permitted, calculated for the date remittance was due under section 4.2.1 above until the date remittance is made, together with all expenses incurred in collection, including reasonable attorney's fees and expenses. If remittance is not timely made, the Court shall notify Contractor that the remittance is overdue and must be paid within five (5) business days. Unless the amounts owing are paid in full by that date, late charges will start to accrue. Payment for late remittance penalty shall be made payable to State Treasurer.

4.3 Remittance to the Court

1. Contractor shall remit to the Court the gross amount described in section 3 and consistent with the amounts in the quarterly reports described in section 5 below in the following manner:

| Period Covered | Due Date | Amount Due |
|------------------------|---|--|
| Prepayment | Within 5 days upon execution of the Agreement | \$38,775 |
| 01/01/18 - 03/31/18 | 15-Apr-18 | \$38,775 plus current quarter's shortage or minus current quarter's overage* |
| 04/01/18 - 06/30/18 | 15-Jul-18 | \$38,775 plus current quarter's shortage or minus current quarter's overage* |
| 07/01/18 - 09/30/18 | 15-Oct-18 | \$38,775 plus current quarter's shortage or minus current quarter's overage* |
| 10/01/18 - 12/31/18 | 15-Jan-19 | current quarter's shortage, if any |

* Example #1

| | |
|-----------------------------------|-----------------|
| Actual Collection for the Quarter | \$40,000 |
| Less: Prepayment | <u>\$38,775</u> |
| Shortage | \$1,225 |
| Add: Prepayment for the Quarter | <u>\$38,775</u> |
| Amount Due | \$40,000 |

* Example #2

| | |
|-----------------------------------|-----------------|
| Actual Collection for the Quarter | \$37,000 |
| Less: Prepayment | <u>\$38,775</u> |
| Overage | (\$1,775) |
| Add: Prepayment for the Quarter | <u>\$38,775</u> |
| Amount Due | \$37,000 |

2. Court will refund the Contractor for any overpayment made by the Contractor for fees due to Court on January 15, 2019, within 30 days upon receipt of an invoice along with the quarterly report from Contractor.
3. Payment of fees due to Court shall be made payable to:
Superior Court of California, County of Solano
Attention: Fiscal Department
600 Union Avenue
Fairfield, CA 94533

5. Reporting

5.1 Contractor shall provide the Court with quarterly reports for each calendar quarter, delivered no later than 15 days after the end of each calendar quarter, in an Excel form using **Attachment 1 form, Remittance Report – Telephonic Court Appearance Fee** (See example of Report at Attachment 1). The excel file may be named as, for example, “CourtCall Civil Qtr03-31-18”, indicating the quarter period.

5.2 Contractor shall report telephone appearances in Title IV-D proceedings separately from all other appearances. Quarterly reports for each calendar quarter shall be delivered no later than fifteen (15) days after the end of each calendar quarter, in an Excel form using **Attachment 2 form, Remittance Report – Telephonic Court Appearance Fee (Title IV-D Proceedings)** (See example of Report at Attachment 2). The excel file may be named as, for example, “CourtCall Title IV-D Qtr03-31-18”, indicating the quarter period.

5.3 Contractor shall transmit the quarterly reports in an Excel form to the following link:
fiscal@solano.courts.ca.gov

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Robert Oliver, MPA
 Assistant Court Executive Officer
 Superior Court of California, County of Solano
 600 Union Avenue
 Fairfield, CA 94533

June 20, 2018

SUBJECT: Document Conversion Scanning Services for Court Case Files

Mr. Oliver,

SoftFile has been working with numerous Superior Courts throughout California for over 26 years. Recently, SoftFile and Solano Court have been in talks to utilize our services for digitizing your current archive of case files. The court even made time to visit our facility and review our procedures.

We discussed the process of scanning those files as 200dpi multi page PDF with no OCR and indexed by the Case Name and Case Number of each file. The file will be formatted for delivery into your case management system.

All of this including document prep, scanning, indexing and delivery of the data for .07 cents per image.

In June 2018, SoftFile has just been awarded a competitively bid contract to provide court record scanning services for the Superior Court of California, County of Lake and an extension for Yolo. This new contract includes a "Public Agency Clause" allowing other Superior Courts to use it as a purchasing vehicle.

Our Court Record Scanning Service solution will allow you to:

- Quickly access digital court records from any location
- Eliminate on-going storage costs
- Re-assign file clerks to more essential positions

Thank you for your time and consideration.

Sincerely,



Russ Nelson
 Business Development Director
 SoftFile
 209 Commerce Circle
 Sacramento CA 95815

Summary of Requests for Trial Court Trust Fund Funds to be Held on Behalf of the Court (Amended Requests)

Table 2: Amended Requests for September 20—21, 2018 Judicial Council Meeting

| Court | Request Number | Last Approved Amount | Does Request Change \$\$ Amount? | If Yes - \$\$ Change +/- | Total of Original Approved Requests by Fiscal Year | | | | Total of Amended Requests by Fiscal Year | | | | Category | High-Level Summary | |
|------------|----------------|----------------------|----------------------------------|--------------------------|--|------------------|------------------|----------------|--|----------|----------|---|-------------------------|-------------------------|--|
| | | | | | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2015-16 | 2016-17 | 2017-18 | 2018-19 | | | |
| Sacramento | 34-16-01-A2 | 1,858,731 | Yes | (600,243) | 1,858,731 | | | | | | | 1,258,488 | Equipment | CMS | |
| Sacramento | 34-17-01-02 | 161,169 | Yes | 220,314 | | 161,169 | | | | | | 381,483 | Equipment | CMS | |
| Napa | 28-17-01-01 | 21,504 | No | - | | | 21,504 | | | | | 21,504 | CMS and Post Earthquake | CMS and Post Earthquake | |
| Lassen | 18-16-01-01 | 75,925 | No | - | 75,925 | | | | | | | 75,925 | Equipment | CMS | |
| Alameda | 01-18-01-A3 | 713,693 | Yes | (145,510) | | | 713,693 | | | | | 568,183 | Equipment | CMS | |
| Colusa | 06-17-01-02 | 420,000 | No | - | | 420,000 | | | | | | 420,000 | Equipment | CMS | |
| Monterey | 27-17-01-02 | 51,914 | Yes | (8,346) | | 51,914 | | | | | | 43,568 | Equipment | CMS | |
| | | | | | 3,302,936 | (533,785) | 1,934,656 | 633,083 | 735,197 | - | - | - | - | 2,769,151 | |
| | | | | | 3,302,936 | | | | 2,769,151 | | | | | | |
| | | | | | | | | | | | | Difference Between Amended and Original Requests | | | |
| | | | | | | | | | | | | (533,785) | | | |

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

Please check the type of request:

- NEW REQUEST** *(Complete Section I, III, and IV only.)*
- AMENDED REQUEST** *(Complete Sections I through IV.)*



SECTION I: GENERAL INFORMATION

| | | |
|---|--|--|
| SUPERIOR COURT: Sacramento | PERSON AUTHORIZING REQUEST <i>(Presiding Judge or Court Executive Officer):</i> Lloyd G. Connelly, Court Executive Officer | |
| | CONTACT PERSON AND CONTACT INFO: Rick Beard, Chief Financial Officer (916-874-8133) | |
| DATE OF SUBMISSION: 7/16/2018 | TIME PERIOD COVERED BY THE REQUEST, INCLUDING CONTRIBUTION AND EXPENDITURE: FY15/16 – FY18/19 | REQUESTED AMOUNT: \$ 1,258,488 |

REASON FOR REQUEST *(Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.):*

The court requests that funds encumbered for its case management system projects be held past the end of the encumbrance period so that the court can complete its projects. The court is currently in the process of replacing three of its oldest case management systems (CMS) projects in the Criminal, Family Law, and Traffic divisions.

- Criminal CMS Project: replaces a county-owned mainframe system that is being phased out by the county. Includes real-time exchange of criminal case data between the court and the county.
- Family Law CMS Project replaces a 25+ year old installation of Sustain. The new Family Law CMS will enable the court to employ e-filing services and improve order generation.
- Traffic CMS Project: this project replaces a 16 year old CMS and will allow the court to expand e-services in the Traffic division.

SECTION II: AMENDED REQUEST CHANGES

A. Identify sections and answers amended.

SECTION III:A. Amounts for each of the three CMS projects in development to be rolled into 2018-19.

SECTION IV: D Attachment (revises previously approved amount to be expended in second fiscal year)

B. Provide a summary of the changes to the request.

The Sacramento court was approved at the October 2016 Council meeting to have funds held on its behalf in the TCTF in the amount of \$1,858,731, made available through the 2017-18 fiscal year (two fiscal years). The court now requests the remaining balance of \$1,258,488 be held and made available for expenditure in 2018-19, due to continued delays in the development and implementation of the court's three CMS builds that are in progress.

A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term.

The court is currently in the process of replacing three of its oldest case management systems which support the Criminal, Family Law, and Traffic divisions. These projects have required a greater amount of time to complete due to their complexity and the need to carefully examine and convert business rules, processes, and data into the new systems.

The amount of encumbered funds projected to remain on June 30th, 2017 for the three projects is as follows:

| | Original | Remaining |
|------------------------------|------------------|------------------|
| PO #4300003759 – Crim CMS | \$561,918 | \$356,540 |
| PO #4300004218 – FL CMS | \$773,149 | \$631,320 |
| PO #4300004217 – Traffic CMS | <u>\$523,664</u> | <u>\$270,628</u> |
| Total Contribution – | \$1,858,731 | \$1,258,488 |

The original timeline called for the start of the Family Law and Traffic CMS projects in latter half of 2014 and beginning of 2015. However, the start of these projects was delayed due to the increase in time required for the Criminal CMS Project and the concomitant use of resources needed on that project.

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT (Continued)**SECTION III (continued): TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE****B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs?**

The CMS Projects all touch on various goals in the Judicial Council's Strategic Plan including:

- Goal I – Access, Fairness, and Diversity
- Goal II – Independence and Accountability
- Goal III – Modernization of Management and Administration
- Goal IV – Quality of Justice and Service to the Public
- Goal VI – Branchwide Infrastructure for Service Excellence

Specific areas where these goals are met by the CMS Projects include:

- *Electronic Case Files:* The court will implement electronic case files in Criminal and Family Law as part of the new CMS implementations. Electronic files eliminate the need for storing, printing, and/or copying case files and thus expedite in-court processing. The case file and documents will be available through an online portal to government agencies, attorneys and/or parties (where appropriate and with secure access), and in the courthouse kiosk for general public. In Traffic, where case files are already electronic, there will be a reduction in the need for document printing and scanning and electronic signatures will be enabled. *(Goals III & VI)*
- *Electronic Filing and Data Exchanges with Justice Agencies:* Electronically filing cases directly into the new CMS means the filing agencies will have more time to file a case. Cases can be filed on a 24/7 basis. Case filing and verification will only take a few minutes, compared to manual filing. Government agencies can exchange data with the court, at any time of the day. *(Goals III & VI)*
- *Case Processing:* Automating current manual processes, where feasible, will add efficiencies for staff by saving time spent on tasks needing a clerk's review and data entry. For those cases that must still be manually entered, data entry will be streamlined through more efficient system configuration. Many workarounds currently in place due to system limitations will be eliminated. *(Goals III & IV)*
- *Government Agency and Public Access to Case Data:* Case files and case data will be made available, on-line, on 24/7 basis for government agencies, attorneys and/or parties (where appropriate and with secure access), and in the courthouse kiosk for general public. This should reduce case-related phone queries and foot-traffic to the courthouse. For Traffic, public kiosks and online access will increase payment/appearance options and reduce wait times. *(Goals I, III, & IV)*

- *Accurate Reporting:* The new CMS will improve reporting for JBSIS, DOJ, CDCR and DMV which suffer in accuracy and data collection due to limitations in the existing systems. (*Goals II & III*)
- *System Integration:* New system will integrate with external court systems like SAP, and also share data with other case categories, like Traffic and eventually Juvenile as well as other areas of the court. Existing integrations with the county and third-party collections will be improved, reducing the need for manual intervention by court staff. Furthermore, the new system will integrate with the court's Electronic Document System (EDS) and Public Case Access site (PCA). Notices, Minute, and Orders would be available to the parties soon after the documents are completed. (*Goals IV & VI*)

C. If a cost efficiency, please provide cost comparison (table template provided).

D. Describe the consequences to the court's operations if the court request is not approved.

- *Reliance on Old Case Management Systems:*
 - Criminal: The court will continue to rely on a 30 year old mainframe system to process Criminal cases. The mainframe system belongs to the county who is intends to retire the system in next 3-5 years. If the court is that last tenant on the mainframe system, the cost to the court will exceed \$500,000/year, making it impossible to ever fund a new CMS.
 - Family Law: The CMS in Family Law is failing and must be replaced. The court is at extreme risk of losing data.
 - Traffic: the Traffic system is old and no longer supported by the vendor. What support there is expensive and the maintenance requirements for this system are steep.
 - Technology: continued reliance on the old systems is becoming increasingly difficult as current operating systems and database systems no longer support these systems. The court is required to continue operating old versions of software that are no longer supported by the vendors. Finally, this puts the court out of compliance with various cyber-security requirements.
- *No Electronic Case files:* the court cannot implement electronic files for Criminal and Family Law cases as the current systems cannot support them. The court will need space to continue to store and process paper files.
- *Business Process Workarounds:* operations staff will continue to apply inefficient workarounds in their business processes due to system limitations.
- *Severely Limits Adoption of Electronic Filing:* current systems do not support e-filing. As a result, the court will be unable to realize any improvement in efficiencies or the ability to improve access to case information.
- *Manual Reporting:* Court will continue to manually collect and report data in various areas such as AB109 (PRCS/Parole) cases, JBSIS, and Title IV-D.
- *No Data Sharing:* no ability to share data among the various case categories (e.g. Traffic and Criminal) due to continued use of disparate systems.
- *Continued phone and foot traffic:* No reduction in foot traffic or case-related phone calls to the courthouse.

E. Describe the consequences to the public and access to justice if the court request is not approved.

- *Access to Case Files:* access to Criminal and Family Law case files will continue to be limited to the courthouse and its working hours. Very limited case data will be available online. Parties will have to call the courthouse to get information on the hearing time and status.
- *Strict Filing Deadlines:* the existing strictures for filing deadlines will have to be maintained in order to allow for the time needed to manually review, stamp, and file documents as they are presented to the court for filing. The impact of this is more keenly felt when filing a case for a same-day or next-day calendar.

- F. What alternatives has the court identified if the request is not approved, and why is holding funding in the TCTF the preferred alternative?

SECTION IV: FINANCIAL INFORMATION

Please provide the following (*table template provided for each*):

- A. Three-year history of year-end fund balances, revenues, and expenditures

Left blank per instructions received from Judicial Council Staff.

- B. Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court's behalf

Left blank per instructions received from Judicial Council Staff.

- C. Identification of all costs, by category and amount, needed to fully implement the project

Left blank per instructions received from Judicial Council Staff.

- D. A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year

| Description | FY2015-16 | FY 2018-19 | FY 2019-20 |
|--------------|-----------|-------------|------------|
| Contribution | 1,258,488 | | |
| Expenditures | | \$1,258,488 | |

Original approved rollover amount from 2015-16 was \$1,858,731

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

Please check the type of request:

- NEW REQUEST** *(Complete Section I, III, and IV only.)*
- AMENDED REQUEST** *(Complete Sections I through IV.)*



SECTION I: GENERAL INFORMATION

| | | |
|---|--|--|
| SUPERIOR COURT: Sacramento | PERSON AUTHORIZING REQUEST <i>(Presiding Judge or Court Executive Officer):</i> Lloyd G. Connelly, Court Executive Officer | |
| | CONTACT PERSON AND CONTACT INFO: Rick Beard, Chief Financial Officer (916-874-8133) | |
| DATE OF SUBMISSION: 7/16/2018 | TIME PERIOD COVERED BY THE REQUEST, INCLUDING CONTRIBUTION AND EXPENDITURE: FY14/15 – FY18/19 | REQUESTED AMOUNT: \$ 381,483 |

REASON FOR REQUEST *(Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.):*

The court requests that funds encumbered for its case management system projects be held past the end of the encumbrance period so that the court can complete its projects. The court is currently in the process of replacing three of its oldest case management systems (CMS) projects in the Criminal, Family Law, and Traffic divisions.

- Criminal CMS Project: replaces a county-owned mainframe system that is being phased out by the county. Includes real-time exchange of criminal case data between the court and the county.
- Family Law CMS Project replaces a 25+ year old installation of Sustain. The new Family Law CMS will enable the court to employ e-filing services and improve order generation.
- Traffic CMS Project: this project replaces a 16 year old CMS and will allow the court to expand e-services in the Traffic division.

This request is to have funds that were encumbered in 2014-15 for two of these projects, Family Law and Traffic, held in the TCTF past the original encumbrance end period. These funds are the completion of funding provided over two fiscal years, 2013-14 and 2014-15, which are intended to fully fund the work necessary for the aforementioned CMS projects undertaken by the court. The court was approved to have 2013-14 remaining funds held through June 30, 2018 at the October 2016 Council meeting.

SECTION II: AMENDED REQUEST CHANGES

A. Identify sections and answers amended.

Section I. Amount from prior year to roll into 2018-19: \$381,483.

Section IV.D. Adjusted Contribution amount and FY17/18 amount; of the amount \$161,169 was approved in July 2017 for use in 2018-19.

B. Provide a summary of the changes to the request.

The Sacramento court was approved at the July 2017 Council meeting to have 2014-15 funds held on its behalf in the TCTF over two years (\$220,314 in 2017-18 and \$161,169 in 2018-19). Continued delays in the development and implementation of these projects, partly due to the court having three CMS builds on-going simultaneously, requires the current request to move the entire \$381,483 into 2018-19 for expenditure.

A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term.

The court is currently in the process of replacing three of its oldest case management systems which support the Criminal, Family Law, and Traffic divisions. These projects have required a greater amount of time to complete due to their complexity and the need to carefully examine and convert business rules, processes, and data into the new systems. Two of the replacement systems, Traffic and Family Law, had additional funding provided in 2014-15 to complete the necessary cost of full development of these CMS systems. This funding is in addition to the funding provided in 2013-14 for all three projects, which has been approved previously to have remaining funds held in the TCTF.

The amount of encumbered funds projected to remain on June 30th, 2017 for the two projects is as follows:

| | Original | Remaining |
|------------------------------|-----------------|------------------|
| PO #4300004218 – FL CMS | \$261,555 | \$238,991 |
| PO #4300004217 – Traffic CMS | \$281,920 | \$142,492 |
| Total Contribution – | \$543,475 | \$381,483 |

The original timeline called for the start of the Family Law and Traffic CMS projects in latter half of 2014 and beginning of 2015. However, the start of these projects has been continually delayed due to the increase in time required for the Criminal CMS Project, the simultaneous development of three CMS projects at the court, and the concomitant use of resources needed on that project.

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT (Continued)**SECTION III (continued): TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE****B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs?**

The CMS Projects all touch on various goals in the Judicial Council's Strategic Plan including:

- Goal I – Access, Fairness, and Diversity
- Goal II – Independence and Accountability
- Goal III – Modernization of Management and Administration
- Goal IV – Quality of Justice and Service to the Public
- Goal VI – Branchwide Infrastructure for Service Excellence

Specific areas where these goals are met by the CMS Projects include:

- *Electronic Case Files:* The court will implement electronic case files in Criminal and Family Law as part of the new CMS implementations. Electronic files eliminate the need for storing, printing, and/or copying case files and thus expedite in-court processing. The case file and documents will be available through an online portal to government agencies, attorneys and/or parties (where appropriate and with secure access), and in the courthouse kiosk for general public. In Traffic, where case files are already electronic, there will be a reduction in the need for document printing and scanning and electronic signatures will be enabled. *(Goals III & VI)*
- *Electronic Filing and Data Exchanges with Justice Agencies:* Electronically filing cases directly into the new CMS means the filing agencies will have more time to file a case. Cases can be filed on a 24/7 basis. Case filing and verification will only take a few minutes, compared to manual filing. Government agencies can exchange data with the court, at any time of the day. *(Goals III & VI)*
- *Case Processing:* Automating current manual processes, where feasible, will add efficiencies for staff by saving time spent on tasks needing a clerk's review and data entry. For those cases that must still be manually entered, data entry will be streamlined through more efficient system configuration. Many workarounds currently in place due to system limitations will be eliminated. *(Goals III & IV)*
- *Government Agency and Public Access to Case Data:* Case files and case data will be made available, on-line, on 24/7 basis for government agencies, attorneys and/or parties (where appropriate and with secure access), and in the courthouse kiosk for general public. This should reduce case-related phone queries and

foot-traffic to the courthouse. For Traffic, public kiosks and online access will increase payment options and reduce wait times. (Goals I, III, & IV)

- *Accurate Reporting:* The new CMS will improve reporting for JBSIS, and DMV which suffer in accuracy and data collection due to limitations in the existing systems. (Goals II & III)
- *System Integration:* New system will integrate with external court systems like SAP, and also share data with other case categories, like Traffic and eventually Juvenile as well as other areas of the court. Existing integrations with the county and third-party collections will be improved, reducing the need for manual intervention by court staff. Furthermore, the new system will integrate with the court's Electronic Document System (EDS) and Public Case Access site (PCA). Notices, Minute, and Orders would be available to the parties soon after the documents are completed.(Goals IV & VI)

C. If a cost efficiency, please provide cost comparison (table template provided).

D. Describe the consequences to the court's operations if the court request is not approved.

- *Reliance on Old Case Management Systems:*
 - Family Law: The CMS in Family Law is failing and must be replaced. The court is at extreme risk of losing data.
 - Traffic: the Traffic system is old and no longer supported by the vendor. What support there is expensive and the maintenance requirements for this system are steep.
 - Technology: continued reliance on the old systems is becoming increasingly difficult as current operating systems and database systems no longer support these systems. The court is required to continue operating old versions of software that are no longer supported by the vendors. Finally, this puts the court out of compliance with various cyber-security requirements.
- *No Electronic Case files:* the court cannot implement electronic files for Family Law cases as the current systems cannot support them. The court will need space to continue to store and process paper files.
- *Business Process Workarounds:* operations staff will continue to apply inefficient workarounds in their business processes due to system limitations.
- *Severely Limits Adoption of Electronic Filing:* current systems do not support e-filing. As a result, the court will be unable to realize any improvement in efficiencies or the ability to improve access to case information.
- *Manual Reporting:* Court will continue to manually collect and report data in various areas such as JBSIS and Title IV-D.
- *No Data Sharing:* no ability to share data among the various case categories due to continued use of disparate systems.
- *Continued phone and foot traffic:* No reduction in foot traffic or case-related phone calls to the courthouse.

E. Describe the consequences to the public and access to justice if the court request is not approved.

- *Access to Case Files:* access to Family Law case files will continue to be limited to the courthouse and its working hours. Very limited case data will be available online. Parties will have to call the courthouse to get information on the hearing time and status.
- *Strict Filing Deadlines:* the existing strictures for filing deadlines will have to be maintained in order to allow for the time needed to manually review, stamp, and file documents as they are presented to the court for filing. The impact of this is more keenly felt when filing a case for a same-day or next-day calendar.

F. What alternatives has the court identified if the request is not approved, and why is holding the TCTF the preferred alternative?

SECTION IV: FINANCIAL INFORMATION

Please provide the following (*table template provided for each*):

A. Three-year history of year-end fund balances, revenues, and expenditures

Left blank per instructions received from Judicial Council Staff.

B. Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court's behalf

Left blank per instructions received from Judicial Council Staff.

C. Identification of all costs, by category and amount, needed to fully implement the project

Left blank per instructions received from Judicial Council Staff.

D. A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year

| Description | FY16/17 | FY18/19 | FY19/20 |
|--------------|-----------|-----------|---------|
| Contribution | \$381,483 | | |
| Expenditures | | \$381,483 | |

Original approved rollover amount from 2016-17 was \$543,475

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

Please check the type of request:

- NEW REQUEST** *(Complete Section I, III, and IV only.)*
- AMENDED REQUEST** *(Complete Sections I through IV.)*



SECTION I: GENERAL INFORMATION

SUPERIOR COURT:

Napa

PERSON AUTHORIZING REQUEST *(Presiding Judge or Court Executive Officer):*

Richard D. Feldstein

CONTACT PERSON AND CONTACT INFO:

Lisa Skinner 707-299-1248 lisa.skinner@napacourt.com

DATE OF SUBMISSION:

Click here to enter a date.

ORIGINAL 7/27/17

UPDATED 7/17/18

TIME PERIOD COVERED BY THE REQUEST, INCLUDING CONTRIBUTION AND EXPENDITURE: 2016/17 FUNDS TO BE USED IN 2017/18 AND 2018/19

REQUESTED AMOUNT:

\$317,200

\$418,000

\$21,504 (Balance)

REASON FOR REQUEST *(Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.):*

Prior (2017/18) Request (Post Earthquake Costs) – A separate long-term project for the court has been the ongoing efforts to re-occupy the Napa Historic Courthouse that was severely damaged in the 2014 earthquake. Although the reconstruction of the building will be paid for by the County of Napa, the court is responsible for furniture, signage, supplies, and equipment necessary to reoccupy the closed portion of the building. The court has begun fiscal planning for this effort by setting aside a portion of its FY 16/17 funding allocation for this purpose. Because we expect to begin the expending funds for the reoccupation in FY 17/18, and this effort will likely extend into FY 18/19 as construction is completed in various portions of the building. Ultimately, we will be reopening and reconfiguring the Civil Clerks Office, 2 courtrooms and jury deliberation rooms, and office space for attorneys, accounting, and other operational and support staff.

Current Request for 2018/19 (Post Earthquake Costs) – The court executed a purchase order for the majority of its system furniture need in FY 17/18. However, the installation of that furniture, as well as numerous other moving efforts cannot begin November of this year. As a result of Napa County's ongoing efforts to complete the facility repair project in FY 18/19, the court is seeking to carry over the remaining \$21,504 into FY 18/19 to provide adequate funding for Court's costs for the reoccupation of the building.

SECTION II: AMENDED REQUEST CHANGES

A. Identify sections and answers amended.

See Section I for updated request.

B. Provide a summary of the changes to the request.

| | |
|--|---------|
| Original Amount Held (CMS and Post Earthquake) | 418,000 |
| Amount Spent in 2017/18 | 332,319 |
| P.O. Encumbrances Carried Forward into 2018/19 | 64,177 |
| | |
| Balance to Request Held for 2018/19 | 21,504 |

A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term.

The exact costs and requirement could not be accurately determined until completion of the facility repair/reoccupation project.

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT (Continued)**SECTION III (continued): TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE****B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs?**

Reoccupying the repaired courthouse facility will provide space to ensure adequate access to court services through additional courtroom and office space.

C. If a cost efficiency, please provide cost comparison (table template provided).**D. Describe the consequences to the court's operations if the court request is not approved.**

The ongoing challenges of adequate court facilities due to the earthquake closure, would force the court to reduce its operating hours further from its current hours which are already insufficient to provide adequate access to justice services. Such actions would bring the courts operations to a virtual halt as we have already reduced staffing from 91 FTEs in 2009 to only 69 in 2018.

E. Describe the consequences to the public and access to justice if the court request is not approved.

If the court is unable to reoccupy its prior facilities in the courthouse, it will continue to function in inadequate facilities that lack the number of courtrooms and security features that ensure appropriate access to local justice services.

F. What alternatives has the court identified if the request is not approved, and why is holding funding in the TCTF the preferred alternative?

The only alternatives available are:

1. The reduction of court services and access and shifting of current operating funds to the project as described in the answer to Item D.
2. Seek additional funding from the Trial Court Budget Advisory Committee and Judicial Council or through a Budget Change Proposal.

Both of these alternatives are undesirable because:

Failure to reoccupy the Historic Courthouse would require the county to purchase or lease additional long-term facilities to house court operations. This is not feasible due to the fact that the loss of court facilities is being addressed local county insurance funding, which can only be used to the restoration of that building.

Please provide the following (*table template provided for each*):


- A. Three-year history of year-end fund balances, revenues, and expenditures

- B. Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court's behalf

- C. Identification of all costs, by category and amount, needed to fully implement the project

- D. A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

| | | |
|--|---|--|
| Please check the type of request: | |  |
| <input type="checkbox"/> NEW REQUEST (Complete Section I, III, and IV only.) <input checked="" type="checkbox"/> AMENDED REQUEST (Complete Sections I through IV.) | | |
| SECTION I: GENERAL INFORMATION | | |
| SUPERIOR COURT: Click here to enter court Lassen | PERSON AUTHORIZING REQUEST (Presiding Judge or Court Executive Officer): Christopher Vose, Court Executive Officer | |
| | CONTACT PERSON AND CONTACT INFO: Brandy Cook, Administrative Manager 530-251-1879 | |
| DATE OF SUBMISSION: 6/22/2018 | TIME PERIOD COVERED BY THE REQUEST, INCLUDING CONTRIBUTION AND EXPENDITURE: FY 13/14 | REQUESTED AMOUNT: \$ 75,925 |
| REASON FOR REQUEST (Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.): <u>The Court entered an agreement with Tyler in FY 13/14 to deploy a new case management system for Lassen Superior Court. The Court was supposed to go live with Odyssey in FY 15/16. With the lack of staff and the lack of support from Tyler the court was never able agree to a final product to go live on. The Court terminated our contract with Tyler for Phase II of Odyssey. Currently, the Court and Tyler are in litigation and we are unable to spend the funds in FY17-18. The Court is requesting that the funds be reserved until the pending litigation is finalized.</u> | | |
| SECTION II: AMENDED REQUEST CHANGES | | |
| A. Identify sections and answers amended. | | |
| B. Provide a summary of the changes to the request. <u>The Court terminated our contract with Tyler and the parties are in litigation</u> | | |
| SECTION III: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE | | |
| A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term. <u>The funds set aside for Phase I of this project were encumbered in FY 2013-2014 and the work has extended beyond the original project completion date due to project delays.</u> | | |

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT (Continued)

SECTION III (continued): TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs?

The current system is outdated and will require significant investments to upgrade. With the new case management system the court will be able to:
Generate forms, letters and a variety of reports with advanced tools.
Calculate fees, fines and distribute payments automatically.
Search data fast using many different criteria.
E file

C. If a cost efficiency, please provide cost comparison (table template provided).

D. Describe the consequences to the court's operations if the court request is not approved.

The court will have to reduce staffing to be able to fund the rest of the amount,
- amountt.

E. Describe the consequences to the public and access to justice if the court request is not approved.

F. The Court has decide to hold positions vacant for an extended period time, making wait times for the public longer.

G.F. What alternatives has the court identified if the request is not approved, and why is holding funding in the TCTF the preferred alternative?

Court can maintain the ability to fund budgeted costs. Maintain appropriate staffing levels to meet the needs of the public.

Formatted: Indent: Left: 0.25", No bullets or numbering

SECTION IV: FINANCIAL INFORMATION

Please provide the following (*table template provided for each*):

- A. Three-year history of year-end fund balances, revenues, and expenditures

- B. Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court's behalf

- C. Identification of all costs, by category and amount, needed to fully implement the project

- D. A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

Please check the type of request:

NEW REQUEST *(Complete Section I, III, and IV only.)*

AMENDED REQUEST *(Complete Sections I through IV.)*



SECTION I: GENERAL INFORMATION

SUPERIOR COURT:

Alameda

PERSON AUTHORIZING REQUEST *(Presiding Judge or Court Executive Officer):*

Chad Finke, Court Executive Officer

CONTACT PERSON AND CONTACT INFO:

Melanie Jones, Finance Director 510-891-6038, mjones@alameda.courts.ca.gov

DATE OF SUBMISSION:

6/27/2018

TIME PERIOD COVERED BY THE REQUEST, INCLUDING CONTRIBUTION AND EXPENDITURE:

JULY 1, 2018 – JUNE 30, 2019

REQUESTED AMOUNT:

\$568,182.96

REASON FOR REQUEST *(Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.):*

The Court is amending the Request Amount from \$713,692.96 to \$568,182.96. The original Amended Request for \$713,692.96 was submitted to the Judicial Council on March 29, 2018, and was approved by the Judicial Council on May 24, 2018. Since the submission, the Court issued a payment to Tyler Technologies, Inc. (Tyler) in the amount of \$145,510.

The Court entered into a contract with Tyler to provide a new case management system for criminal, juvenile, civil, and family law case types. The original go-live date was December 2015; however project delays required an extension of the go-live date. Thus work will be extending beyond the three-year contract term. The planned work and related expenditures are expected to be completed have been completed.

On September 28, 2016, the Court terminated our contract with Tyler for Phase II of Odyssey. Currently, the Court and Tyler are in litigation and we are unable to spend the funds in FY17-18. The Court is requesting that the funds be reserved until the pending litigation is finalized.

SECTION II: AMENDED REQUEST CHANGES

A. Identify sections and answers amended.

Section IIIA, revised.

B. Provide a summary of the changes to the request.

The Court is amending the Request Amount from \$713,692.96 to \$568,182.96.

SECTION III: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term.

The funds set aside for Phase I of this project were encumbered in FY 2013-2014 and the work has extended beyond the original project completion date due to project delays. There is pending litigation and the financial obligation to the Court remains unresolved at this time.

Our court balanced the budget this fiscal year by various court-wide cost savings measures, which include but are not limited to, elimination of employee positions and temporary staffing, hiring freeze, furlough, and cost reduction in discretionary expenses. While the budget outlook for FY18-19 seems promising, it is unknown at this time what the Court's budget will be.

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT (Continued)

SECTION III (continued): TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs?

Currently, there is a lack of consistency as there are different case management systems used for each case type. The current systems are outdated and will require significant investments to upgrade. Additionally, existing CMS products only store information rather than manage court and case information. The Odyssey case management system is a fully integrated case and financial management system; thus allowing staff the ability to manage complete case histories, process documents and handle cash/bond transactions, all the while benefitting from comprehensive security and auditing functions. Additionally, Odyssey has the capability to interface with justice partner systems. With Odyssey the Court will be able to:

- Manage all aspects of court administration.
- Locate case information and attach multiple file types.
- Create and view dockets in various ways.
- Generate forms, letters and a variety of reports with advanced tools.
- Calculate fees, fines and distribute payments automatically.
- Search data fast using many different criteria.

C. If a cost efficiency, please provide cost comparison (table template provided).

N/A

D. Describe the consequences to the court's operations if the court request is not approved.

The Court will have to reduce staffing and operating expenses which will result in reduction of services in order to make payment for Tyler.

E. Describe the consequences to the public and access to justice if the court request is not approved.


The Court may decide to hold positions vacant for an extended period time or abolish vacant positions altogether. If that happens, already understaffed public counters will be further compromised making wait times for the public longer. If courtroom staffing is unavailable it may mean longer times to get matters calendared. In both cases there will be a negative impact to the public, thus denying litigants' access to justice.

F. What alternatives has the court identified if the request is not approved, and why is holding funding in the TCTF the preferred alternative?

Holding the funds in the TCTF is the preferred alternative so that the Court can maintain the ability to fund budgeted costs during the fiscal year and maintain appropriate staffing levels to meet the needs of the public and ensure access to justice for court users within the county.

SECTION IV: FINANCIAL INFORMATION

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

| | | |
|--|---|---|
| Please check the type of request: | |  |
| <input type="checkbox"/> NEW REQUEST <i>(Complete Section I, III, and IV only.)</i> <input checked="" type="checkbox"/> AMENDED REQUEST <i>(Complete Sections I through IV.)</i> | | |
| SECTION I: GENERAL INFORMATION | | |
| SUPERIOR COURT: Colusa | PERSON AUTHORIZING REQUEST <i>(Presiding Judge or Court Executive Officer):</i> Court Executive Officer | |
| | CONTACT PERSON AND CONTACT INFO: Jason B. Galkin, Jason.Galkin@colusa.courts.ca.gov; 530-458-5149 x9 | |
| DATE OF SUBMISSION: 3/22/2017 AMENDED: 7/20/2018 | TIME PERIOD COVERED BY THE REQUEST, INCLUDING CONTRIBUTION AND EXPENDITURE: THROUGH FY20/21 | REQUESTED AMOUNT: \$420,000.00 |
| REASON FOR REQUEST <i>(Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.):</i> | | |
| <p>Colusa Superior Court is in the beginning stages of research and procurement for a new Case Management System to replace its legacy system. Given the simultaneous need for funding and risk that such an undertaking will not be funded directly by the State through a BCP (or that ancillary costs and expenditures will not be covered in such a BCP), the court must start setting aside funds today to afford such a purchase. Case management systems involve a significant one-time expenditure in implementation which far exceeds Colusa's 1% reserve or yearly available funds for such a project. Therefore, the court is proposing in this application that funds be budgeted and set aside on a yearly basis to accumulate sufficient capital to fully or partially fund (in the event of matching or supplemental funding from the State) the implementation of a new case management system.</p> | | |
| SECTION II: AMENDED REQUEST CHANGES | | |
| <p>A. Identify sections and answers amended. Section I. Time Period and Requested Amount, Section III. E. and F., Section IV.</p> <p>B. Provide a summary of the changes to the request. The changes in this amended request account for an increase in the total value of the request based on updated information available as a result of the JCC CMS RFP and BCP effort. Of note, the Department of Finance has deferred a BCP for Legacy CMS systems until at least Fiscal Year 19/20's budget. Additionally, the total requested BCP amount for Colusa (based on RFP information and costs of implementation in staffing) is nearly \$1.7million over the course of three fiscal years (solely for the CMS implementation). This amount represents the costs projected as necessary for an optimally effective implementation and transition. While this amendment increases the amount requested for funds held, it represents what the Court believes it will be able to contribute to the CMS transition and ancillary projects given its current budgetary situation. Even if a BCP is granted, there are ancillary costs and expenditures related to the transition that will not be covered. Therefore, this amendment is needed regardless of whether the BCP request is eventually granted. If the BCP request is not granted, these funds still represent a bare minimum starting point that would need to be supplemented in future fiscal years (or future amendments) to account for other costs associated with this large undertaking.</p> | | |
| SECTION III: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE | | |
| <p>A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term.</p> <p>The primary factor in this situation is the size of the expense relative to the size of the court's yearly budget and reserves. Many vendors require significant payment to be made within the first fiscal year of</p> | | |

contracting to secure licensing and pay implementation costs. Colusa's yearly 1% reserves amount to between \$20,000 and \$25,000 which will not be sufficient to pay for the initial costs of a new CMS. Additionally, given the difficulties many other courts have faced with CMS transitions, Colusa is planning on a longer transition period which may cause fundamental incompatibilities with the standard three year encumbrance term. This may result in the Court facing a choice between a rushed and problematic implementation, or having financial liabilities in a given fiscal year of transition without finances to cover them.

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT (Continued)

SECTION III (continued): TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs?

A new case management system will allow the court to prepare for and accommodate the transition to a paper-on-demand or paperless environment, accommodate e-filing, significantly increase reporting and caseflow management capabilities, and automate processes. Additionally, it will allow Colusa to transition to a modern system that allows improved stakeholder integration and coordination on a state wide basis.

C. If a cost efficiency, please provide cost comparison (table template provided).

N/A. This may result in cost savings, but that is contingent on upkeep costs for a new CMS and salary savings resulting from new processes made possible by a new CMS. Therefore, these cost efficiencies are currently only hypothetical. More detail will be available in the future as more information is available.

D. Describe the consequences to the court's operations if the court request is not approved.

If the request is not approved, the court will be wholly dependent on an approved BCP or other source of funding to fully fund the cost of transitioning to a modern CMS from its legacy CMS. In the current uncertain fiscal landscape, this could potentially leave Colusa with one of the oldest case management systems in the state. Colusa will soon be the only court in the state using the Ciber CMS, as all other courts in California have transitioned or are in the process of transitioning from Ciber. This places Colusa at a significant risk if Ciber makes the business decision to cease support operations for California courts. In the event Ciber does cease support operations for California courts, Colusa would be at risk of CMS failure resulting in a completely paper-based environment. Further Colusa would not have the financial ability or time to adequately prepare for and conduct a transition to an eventual replacement, as such a transition would inevitably be rushed to ensure continued CMS availability (from any vendor).

E. Describe the consequences to the public and access to justice if the court request is not approved.

If this request is not approved, Colusa will remain on its current case management system: Ciber. However, because the other courts in California using this case management system have either migrated to a new system or are in the process of migrating, Colusa is likely to be the sole California court still using Ciber sometime in FY 18/19. This raises issues and concerns regarding the economic feasibility of long term continued support from Ciber. Should support cease at any time, Colusa will have no means of performing the necessary updates to the Case Management System to remain compliant with laws and rules of court without resorting to processing things by hand. Such a change in process would yield drastic consequences in case processing time and the ability for the court to perform its duties in service to the public.

F. What alternatives has the court identified if the request is not approved, and why is holding funding in the TCTF the preferred alternative?

A BCP which provides for State funding may be a superior alternative to holding funds in the TCTF. However, Colusa has always been keenly interested in wise and forward looking fiscal management. In the current uncertain fiscal landscape, it seems most appropriate that the Court at least begin making contributions towards investment into a new CMS and not be wholly dependent on a BCP. While a BCP will be sought for funding, it is the court's opinion that showing its own willingness to contribute will increase the likelihood of funding being provided eventually.

In addition, Colusa would plan on leveraging funds from, and prioritizing the use of, its 2% Automation Fund to supplement funds set aside in the TCTF held on behalf process and any BCP. Given the current projected costs of the CMS software, integration, and deployment, it is expected that the current \$184,236 balance in the 2% Automation Fund will be insufficient to account for the costs of such an undertaking (currently projected at nearly \$1,700,000 including associated labor, training, and equipment costs). Colusa's ability to contribute may be limited in subsequent fiscal years based on branch funding and WAFM. Use of potential BCP funding, available 2% automation funds, and the TCTF funds held on behalf program in tandem will improve the timeline for acquisition, implementation, and transition to a new CMS. However, without the TCTF funds held on behalf program, Colusa would be solely dependent on BCP funding to acquire a CMS anytime in the near future even if the Court fully depleted its 2% Automation Fund balance. This assessment is based on current growth rates of the 2% automation fund, WAFM impact of filing reductions, branch funding changes (or stagnation), and increasing operational and staff costs.

SECTION IV: FINANCIAL INFORMATION

Please provide the following (*table template provided for each*):

A. Three-year history of year-end fund balances, revenues, and expenditures

See attached.

B. Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court's behalf

See attached.

C. Identification of all costs, by category and amount, needed to fully implement the project

See attached.

D. A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year

See attached.

Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court's behalf

| | FY 2016-17 | | FUNDS | | | | | | FY 2017-18 |
|--|------------------|---------------------------|-----------------------|------------------|--------------|-------------|-----------|------------------|------------------|
| Description | General | Special Revenue Non-Grant | Special Revenue Grant | Capital Projects | Debt Service | Proprietary | Fiduciary | TOTAL | General |
| REVENUES | | | | | | | | | |
| State Financing Sources | 2,139,486 | 11,824 | | | | | | 2,151,310 | 2,015,873 |
| Grants | - | | 116,554 | | | | | 116,554 | |
| Other Financing Sources | 34,815 | 141,039 | | 383 | | | | 176,237 | 31,834 |
| TOTAL REVENUES | 2,174,301 | 152,863 | 116,554 | 383 | - | - | - | 2,444,101 | 2,047,707 |
| EXPENDITURES | | | | | | | | | |
| Salaries | 734,405 | 2,958 | | | | | | 737,363 | 761,964 |
| Staff Benefits | 414,884 | 1,045 | | | | | | 415,929 | 551,381 |
| General Expense | 57,058 | 2,518 | 534 | | | | | 60,110 | 62,227 |
| Printing | 4,625 | | | | | | | 4,625 | 1,272 |
| Telecommunications | 44,903 | | | | | | | 44,903 | 45,290 |
| Postage | 14,201 | | | | | | | 14,201 | 16,079 |
| Insurance | 430 | | | | | | | 430 | 435 |
| Travel in State | 4,605 | | 277 | | | | | 4,882 | 4,083 |
| Travel Out of State | - | | | | | | | - | |
| Training | 1,106 | | 360 | | | | | 1,466 | 667 |
| Security | - | | | | | | | - | |
| Facilities Operations | 37,500 | | | | | | | 37,500 | 37,500 |
| Utilities | | | | | | | | - | |
| Contracted Services | 363,835 | 132,235 | 124,387 | | | | | 620,457 | 391,087 |
| Consulting and Professional Services - County Provided | 2,571 | | | | | | | 2,571 | 2,512 |
| Information Technology (IT) | 136,865 | | | | | | | 136,865 | 141,152 |
| Major Equipment | - | | | | | | | - | |
| Other Items of Expense | | | | | | | | - | |
| Juror Costs | 2,358 | | | | | | | 2,358 | 2,280 |
| Other | 185,000 | | | | | | | 185,000 | |
| Debt Service | - | | | | | | | - | |
| Court Construction | - | | | | | | | - | |
| Distributed Administration & Allocation | (1,047) | 1,047 | | | | | | - | (989) |
| Prior Year Expense Adjustment | | | | | | | | - | |
| TOTAL EXPENDITURES | 2,003,299 | 139,803 | 125,558 | - | - | - | - | 2,268,660 | 2,016,940 |
| Operating Transfers In (Out) | (9,004) | | 9,004 | | | | | - | (11,827) |
| Fund Balance (Deficit) | | | | | | | | | |
| Beginning Balance (Deficit) | 23,091 | 159,362 | - | 50,632 | | | | 233,085 | 185,089 |
| Ending Balance (Deficit) | 185,089 | 172,422 | - | 51,015 | - | - | - | 408,526 | 204,029 |

Current detailed budget projection

| | FUNDS | | | | | | | FY 2018-19 | |
|--|---------------------------|-----------------------|------------------|--------------|-------------|-----------|------------------|------------------|---------------------------|
| Description | Special Revenue Non-Grant | Special Revenue Grant | Capital Projects | Debt Service | Proprietary | Fiduciary | TOTAL | General | Special Revenue Non-Grant |
| REVENUES | | | | | | | | | |
| State Financing Sources | 16,363 | | | | | | 2,032,236 | 2,080,873 | 18,000 |
| Grants | | 87,464 | | | | | 87,464 | | |
| Other Financing Sources | 123,036 | | 785 | | | | 155,655 | 31,725 | 118,000 |
| TOTAL REVENUES | 139,399 | 87,464 | 785 | - | - | - | 2,275,355 | 2,112,598 | 136,000 |
| EXPENDITURES | | | | | | | | | |
| Salaries | 2,927 | | | | | | 764,891 | 768,000 | 3,000 |
| Staff Benefits | 1,507 | | | | | | 552,888 | 551,000 | 1,800 |
| General Expense | 2,022 | | | | | | 64,249 | 82,000 | 3,500 |
| Printing | | | | | | | 1,272 | 1,000 | |
| Telecommunications | | | | | | | 45,290 | 48,000 | |
| Postage | | | | | | | 16,079 | 18,500 | |
| Insurance | | | | | | | 435 | 500 | |
| Travel in State | | 1,194 | | | | | 5,277 | 7,500 | |
| Travel Out of State | | | | | | | - | | |
| Training | | 555 | | | | | 1,222 | 5,600 | |
| Security | | | | | | | - | | |
| Facilities Operations | | | | | | | 37,500 | 42,000 | |
| Utilities | | | | | | | - | | |
| Contracted Services | 112,826 | 97,542 | | | | | 601,455 | 398,000 | 124,000 |
| Consulting and Professional Services - County Provided | | | | | | | 2,512 | 2,800 | |
| Information Technology (IT) | | | | | | | 141,152 | 200,000 | |
| Major Equipment | | | | | | | - | | |
| Other Items of Expense | | | | | | | - | | |
| Juror Costs | | | | | | | 2,280 | 5,000 | |
| Other | | | | | | | - | 40,000 | |
| Debt Service | | | | | | | - | | |
| Court Construction | | | | | | | - | | |
| Distributed Administration & Allocation | 989 | | | | | | - | (1,600) | 1,600 |
| Prior Year Expense Adjustment | | | | | | | - | 17,430 | |
| TOTAL EXPENDITURES | 120,271 | 99,291 | - | - | - | - | 2,236,502 | 2,185,730 | 133,900 |
| Operating Transfers In (Out) | | 11,827 | | | | | - | (5,101) | |
| Fund Balance (Deficit) | | | | | | | | | |
| Beginning Balance (Deficit) | 172,422 | - | 51,015 | - | - | - | 408,526 | 204,029 | 191,550 |
| Ending Balance (Deficit) | 191,550 | - | 51,800 | - | - | - | 447,379 | 125,796 | 193,650 |

Current detailed budget projection

| | FUNDS | | | | | | FY 2019-20 | | |
|--|-----------------------|------------------|--------------|-------------|-----------|------------------|------------------|---------------------------|-----------------------|
| Description | Special Revenue Grant | Capital Projects | Debt Service | Proprietary | Fiduciary | TOTAL | General | Special Revenue Non-Grant | Special Revenue Grant |
| REVENUES | | | | | | | | | |
| State Financing Sources | | | | | | 2,098,873 | 2,110,873 | 18,000 | |
| Grants | 100,899 | | | | | 100,899 | | | 101,000 |
| Other Financing Sources | | 195 | | | | 149,920 | 31,950 | 118,000 | |
| TOTAL REVENUES | 100,899 | 195 | - | - | - | 2,349,692 | 2,142,823 | 136,000 | 101,000 |
| EXPENDITURES | | | | | | | | | |
| Salaries | | | | | | 771,000 | 770,000 | 5,000 | |
| Staff Benefits | | | | | | 552,800 | 560,000 | 1,875 | |
| General Expense | | | | | | 85,500 | 108,000 | 3,800 | |
| Printing | | | | | | 1,000 | 1,200 | | |
| Telecommunications | | | | | | 48,000 | 55,000 | | |
| Postage | | | | | | 18,500 | 18,500 | | |
| Insurance | | | | | | 500 | 500 | | |
| Travel in State | 500 | | | | | 8,000 | 7,500 | | 600 |
| Travel Out of State | | | | | | - | | | |
| Training | 500 | | | | | 6,100 | 5,675 | | 500 |
| Security | | | | | | - | | | |
| Facilities Operations | | | | | | 42,000 | 42,000 | | |
| Utilities | | | | | | - | | | |
| Contracted Services | 105,000 | | | | | 627,000 | 408,000 | 124,000 | 110,000 |
| Consulting and Professional Services - County Provided | | | | | | 2,800 | 3,200 | | |
| Information Technology (IT) | | | | | | 200,000 | 210,000 | | |
| Major Equipment | | | | | | - | 10,000 | | |
| Other Items of Expense | | | | | | - | | | |
| Juror Costs | | | | | | 5,000 | 5,000 | | |
| Other | | | | | | 40,000 | 30,000 | | |
| Debt Service | | | | | | - | | | |
| Court Construction | | | | | | - | | | |
| Distributed Administration & Allocation | | | | | | - | | | |
| Prior Year Expense Adjustment | | | | | | 17,430 | | | |
| TOTAL EXPENDITURES | 106,000 | - | - | - | - | 2,425,630 | 2,234,575 | 134,675 | 111,100 |
| Operating Transfers In (Out) | 5,101 | 195 | | | | 195 | (10,100) | | 10,100 |
| Fund Balance (Deficit) | | | | | | | | | |
| Beginning Balance (Deficit) | - | 51,800 | - | - | - | 447,379 | 125,796 | 193,650 | - |
| Ending Balance (Deficit) | - | 52,190 | - | - | - | 371,636 | 23,944 | 194,975 | - |

Current detailed budget projection

| | FUNDS | | | | | FY 2020-21 | FUNDS | | |
|--|------------------|--------------|-------------|-----------|------------------|------------------|---------------------------|-----------------------|------------------|
| Description | Capital Projects | Debt Service | Proprietary | Fiduciary | TOTAL | General | Special Revenue Non-Grant | Special Revenue Grant | Capital Projects |
| REVENUES | | | | | | | | | |
| State Financing Sources | | | | | 2,128,873 | 2,215,873 | 18,000 | | |
| Grants | | | | | 101,000 | | | 103,875 | |
| Other Financing Sources | 195 | | | | 150,145 | 33,545 | 118,000 | | 195 |
| TOTAL REVENUES | 195 | - | - | - | 2,380,018 | 2,249,418 | 136,000 | 103,875 | 195 |
| EXPENDITURES | | | | | | | | | |
| Salaries | | | | | 775,000 | 772,000 | 5,100 | | |
| Staff Benefits | | | | | 561,875 | 562,000 | 1,900 | | |
| General Expense | | | | | 111,800 | 130,000 | 3,800 | | |
| Printing | | | | | 1,200 | 750 | | | |
| Telecommunications | | | | | 55,000 | 56,000 | | | |
| Postage | | | | | 18,500 | 18,500 | | | |
| Insurance | | | | | 500 | 500 | | | |
| Travel in State | | | | | 8,100 | 7,500 | | 600 | |
| Travel Out of State | | | | | - | | | | |
| Training | | | | | 6,175 | 5,675 | | 500 | |
| Security | | | | | - | | | | |
| Facilities Operations | | | | | 42,000 | 52,000 | | | |
| Utilities | | | | | - | | | | |
| Contracted Services | | | | | 642,000 | 408,000 | 125,000 | 110,000 | |
| Consulting and Professional Services - County Provided | | | | | 3,200 | 3,200 | | | |
| Information Technology (IT) | | | | | 210,000 | 225,000 | | | |
| Major Equipment | | | | | 10,000 | | | | |
| Other Items of Expense | | | | | - | | | | |
| Juror Costs | | | | | 5,000 | 5,000 | | | |
| Other | | | | | 30,000 | | | | |
| Debt Service | | | | | - | | | | |
| Court Construction | | | | | - | | | | |
| Distributed Administration & Allocation | | | | | - | | | | |
| Prior Year Expense Adjustment | | | | | - | | | | |
| TOTAL EXPENDITURES | - | - | - | - | 2,480,350 | 2,246,125 | 135,800 | 111,100 | - |
| Operating Transfers In (Out) | 195 | | | | 195 | (7,225) | | 7,225 | 195 |
| Fund Balance (Deficit) | | | | | | | | | |
| Beginning Balance (Deficit) | 52,190 | - | - | - | 371,636 | 23,944 | 194,975 | - | 52,580 |
| Ending Balance (Deficit) | 52,580 | - | - | - | 271,499 | 20,012 | 195,175 | - | 52,970 |

Current detailed budget projection

| | | | | | Select Fiscal Year | FUNDS | | | |
|--|--------------|-------------|-----------|-----------|--------------------|---------------------------|-----------------------|------------------|--------------|
| Description | Debt Service | Proprietary | Fiduciary | TOTAL | General | Special Revenue Non-Grant | Special Revenue Grant | Capital Projects | Debt Service |
| REVENUES | | | | | | | | | |
| State Financing Sources | | | | 2,233,873 | | | | | |
| Grants | | | | 103,875 | | | | | |
| Other Financing Sources | | | | 151,740 | | | | | |
| TOTAL REVENUES | - | - | - | 2,489,488 | - | - | - | - | - |
| EXPENDITURES | | | | | | | | | |
| Salaries | | | | 777,100 | | | | | |
| Staff Benefits | | | | 563,900 | | | | | |
| General Expense | | | | 133,800 | | | | | |
| Printing | | | | 750 | | | | | |
| Telecommunications | | | | 56,000 | | | | | |
| Postage | | | | 18,500 | | | | | |
| Insurance | | | | 500 | | | | | |
| Travel in State | | | | 8,100 | | | | | |
| Travel Out of State | | | | - | | | | | |
| Training | | | | 6,175 | | | | | |
| Security | | | | - | | | | | |
| Facilities Operations | | | | 52,000 | | | | | |
| Utilities | | | | - | | | | | |
| Contracted Services | | | | 643,000 | | | | | |
| Consulting and Professional Services - County Provided | | | | 3,200 | | | | | |
| Information Technology (IT) | | | | 225,000 | | | | | |
| Major Equipment | | | | - | | | | | |
| Other Items of Expense | | | | - | | | | | |
| Juror Costs | | | | 5,000 | | | | | |
| Other | | | | - | | | | | |
| Debt Service | | | | - | | | | | |
| Court Construction | | | | - | | | | | |
| Distributed Administration & Allocation | | | | - | | | | | |
| Prior Year Expense Adjustment | | | | - | | | | | |
| TOTAL EXPENDITURES | - | - | - | 2,493,025 | - | - | - | - | - |
| Operating Transfers In (Out) | | | | 195 | | | | | |
| Fund Balance (Deficit) | | | | | | | | | |
| Beginning Balance (Deficit) | - | - | - | 271,499 | 20,012 | 195,175 | - | 52,970 | - |
| Ending Balance (Deficit) | - | - | - | 268,157 | 20,012 | 195,175 | - | 52,970 | - |

Current detailed budget projection

| | | | | Select Fiscal Year ▼ | FUNDS | | | | |
|---|-------------|-----------|---------|----------------------|------------------------------|--------------------------|------------------|--------------|-------------|
| Description | Proprietary | Fiduciary | TOTAL | General | Special Revenue Non-Grant | Special Revenue Grant | Capital Projects | Debt Service | Proprietary |
| REVENUES | | | | | | | | | |
| State Financing Sources | | | - | | | | | | |
| Grants | | | - | | | | | | |
| Other Financing Sources | | | - | | | | | | |
| TOTAL REVENUES | - | - | - | - | - | - | - | - | - |
| EXPENDITURES | | | | | | | | | |
| Salaries | | | - | | | | | | |
| Staff Benefits | | | - | | | | | | |
| General Expense | | | - | | | | | | |
| Printing | | | - | | | | | | |
| Telecommunications | | | - | | | | | | |
| Postage | | | - | | | | | | |
| Insurance | | | - | | | | | | |
| Travel in State | | | - | | | | | | |
| Travel Out of State | | | - | | | | | | |
| Training | | | - | | | | | | |
| Security | | | - | | | | | | |
| Facilities Operations | | | - | | | | | | |
| Utilities | | | - | | | | | | |
| Contracted Services | | | - | | | | | | |
| Consulting and Professional Services - County Provided | | | - | | | | | | |
| Information Technology (IT) | | | - | | | | | | |
| Major Equipment | | | - | | | | | | |
| Other Items of Expense | | | - | | | | | | |
| Juror Costs | | | - | | | | | | |
| Other | | | - | | | | | | |
| Debt Service | | | - | | | | | | |
| Court Construction | | | - | | | | | | |
| Distributed Administration & Allocation | | | - | | | | | | |
| Prior Year Expense Adjustment | | | - | | | | | | |
| TOTAL EXPENDITURES | - | - | - | - | - | - | - | - | - |
| Operating Transfers In (Out) | | | - | | | | | | |
| Fund Balance (Deficit) | | | | | | | | | |
| Beginning Balance (Deficit) | - | - | 268,157 | 20,012 | 195,175 | - | 52,970 | - | - |
| Ending Balance (Deficit) | - | - | 268,157 | 20,012 | 195,175 | - | 52,970 | - | - |

Current detailed budget projection

| | | | Select Fiscal Year | FUNDS | | | | | |
|--|-----------|---------|--------------------|---------------------------|-----------------------|------------------|--------------|-------------|-----------|
| Description | Fiduciary | TOTAL | General | Special Revenue Non-Grant | Special Revenue Grant | Capital Projects | Debt Service | Proprietary | Fiduciary |
| REVENUES | | | | | | | | | |
| State Financing Sources | | - | | | | | | | |
| Grants | | - | | | | | | | |
| Other Financing Sources | | - | | | | | | | |
| TOTAL REVENUES | - | - | - | - | - | - | - | - | - |
| EXPENDITURES | | | | | | | | | |
| Salaries | | - | | | | | | | |
| Staff Benefits | | - | | | | | | | |
| General Expense | | - | | | | | | | |
| Printing | | - | | | | | | | |
| Telecommunications | | - | | | | | | | |
| Postage | | - | | | | | | | |
| Insurance | | - | | | | | | | |
| Travel in State | | - | | | | | | | |
| Travel Out of State | | - | | | | | | | |
| Training | | - | | | | | | | |
| Security | | - | | | | | | | |
| Facilities Operations | | - | | | | | | | |
| Utilities | | - | | | | | | | |
| Contracted Services | | - | | | | | | | |
| Consulting and Professional Services - County Provided | | - | | | | | | | |
| Information Technology (IT) | | - | | | | | | | |
| Major Equipment | | - | | | | | | | |
| Other Items of Expense | | - | | | | | | | |
| Juror Costs | | - | | | | | | | |
| Other | | - | | | | | | | |
| Debt Service | | - | | | | | | | |
| Court Construction | | - | | | | | | | |
| Distributed Administration & Allocation | | - | | | | | | | |
| Prior Year Expense Adjustment | | - | | | | | | | |
| TOTAL EXPENDITURES | - | - | - | - | - | - | - | - | - |
| Operating Transfers In (Out) | | - | | | | | | | |
| Fund Balance (Deficit) | | | | | | | | | |
| Beginning Balance (Deficit) | - | 268,157 | 20,012 | 195,175 | - | 52,970 | - | - | - |
| Ending Balance (Deficit) | - | 268,157 | 20,012 | 195,175 | - | 52,970 | - | - | - |

Current detailed budget projection

| Description | TOTAL |
|--|----------------|
| REVENUES | |
| State Financing Sources | - |
| Grants | - |
| Other Financing Sources | - |
| TOTAL REVENUES | - |
| EXPENDITURES | |
| Salaries | - |
| Staff Benefits | - |
| General Expense | - |
| Printing | - |
| Telecommunications | - |
| Postage | - |
| Insurance | - |
| Travel in State | - |
| Travel Out of State | - |
| Training | - |
| Security | - |
| Facilities Operations | - |
| Utilities | - |
| Contracted Services | - |
| Consulting and Professional Services - County Provided | - |
| Information Technology (IT) | - |
| Major Equipment | - |
| Other Items of Expense | - |
| Juror Costs | - |
| Other | - |
| Debt Service | - |
| Court Construction | - |
| Distributed Administration & Allocation | - |
| Prior Year Expense Adjustment | - |
| TOTAL EXPENDITURES | - |
| Operating Transfers In (Out) | - |
| Fund Balance (Deficit) | |
| Beginning Balance (Deficit) | 268,157 |
| Ending Balance (Deficit) | 268,157 |

APPLICATION FOR TCTF FUNDS HELD ON BEHALF OF THE COURT

Please check the type of request:

NEW REQUEST *(Complete Section I, III, and IV only.)*

AMENDED REQUEST *(Complete Sections I through IV.)*



SECTION I: GENERAL INFORMATION

SUPERIOR COURT:

Monterey

PERSON AUTHORIZING REQUEST *(Presiding Judge or Court Executive Officer):*

Chris Ruhl, Court Executive Officer

CONTACT PERSON AND CONTACT INFO:

Colin Simpson, Chief Financial Officer
colin.simpson@monterey.courts.ca.gov
 831-775-5630

DATE OF SUBMISSION:

6/1/2018

TIME PERIOD COVERED BY THE REQUEST, INCLUDING CONTRIBUTION AND EXPENDITURE: ~~FY 2016-17~~
 FY 2018-19 AMENDED

REQUESTED AMOUNT:

~~\$51,914 original~~
\$43,568 amended

REASON FOR REQUEST *(Please briefly summarize the purpose for this request, including a brief description of the project/proposal. Use attachments if additional space is needed.):*

Monterey Superior Court is in the process of implementing Tyler's Odyssey Case Management system, a project which was originally scheduled for completion by June 30th 2016. However, though our court has achieved steady progress in its implementation, due to circumstances beyond the control of the court, the expected completion date of this project will extend into FY 2016/17. As a result, the court anticipates \$51,914 of FY 2013/14 fund balance encumbered to fund the project will not be liquidated by the deadline of 6/30/16 and will be reverted to TCTF due to the 1% cap on fund balance calculated for FY 2013/14. It is necessary for the court to retain access to this funding to ensure project completion and avoid negative impact to services that would occur if not completed. This request is based on estimates of project deliverables completed by the current liquidation deadline of June 30, 2016 and may require revision after close of FY 2015/16. Please see attached for additional details relating to the project status and this request.

AMENDED: The court went live on the criminal module of Tyler's Odyssey case management system on June 19, 2017, but due to remaining major deliverables, especially DOJ- and JBSIS-related reporting compliance pending with Tyler professional services and project team, the court is not ready to approve the final closeout deliverables and pay the remaining \$43,568 on the contract until the court is satisfied with those issues. The court still does not have certification on DOJ and criminal (7c, 11a, 10a) JBSIS reports, resulting in a substantial adverse impact on court resources and our ability to provide services. We need dedicated Tyler resources and time to assist us with resolving these issues related to state reporting. The court would like to have these funds held on its behalf until the court is ready to approve closeout of the project. The court anticipates the issues will be resolved and the project closed-out in FY 2018-19.

SECTION II: AMENDED REQUEST CHANGES

A. Identify sections and answers amended.

Section I, all fields excluding the court field.

B. Provide a summary of the changes to the request.

The request was amended to reflect delays in completing the Tyler Odyssey CMS implementation due to continuing system reporting issues which have impacted the time period, amount, and the specific nature of the delay in implementation.

A. Explain why the request does not fit within the court's annual operational budget process and the three-year encumbrance term.

The funding for this significant, multi-year project was encumbered from the court's fund balance during FY 13/14, the year in which the court entered into a contract as would be appropriate for a project of this purpose and scope. Funding of long-term (multi-year) projects or initiatives is one of the specific and appropriate functions of fund balance. Funding the remaining \$51,914 from its FY16/17 annual appropriation would place undue burden on the court by requiring the court to replace previously available long-term funding set aside for the project with funding intended for normal annual operations. Though some level of reinvestment in the trial courts has occurred in recent fiscal years, those increases have not fully offset the significant reductions of the preceding years, and has resulted in a current level of funding which presents challenges to the court being able to fully fund its needs relating to annual operations. This request is intended to mitigate the negative impact to the court due to the requirement of fully liquidating the 3 year encumbrance by the end of the current fiscal year and undue restrictions relating to the 1% fund balance cap. It is relevant to note the agreement between the court and the vendor for this project was entered into near the end of FY 13/14, resulting in an actual encumbrance period of less than 3 full years of encumbrance.

B. How will the request enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs?

The court's case management system is central to the court effecting its primary function and responsibility to the public in facilitating full and open access to the justice system. Implementation of the Tyler platform capitalizes on significant advances in technology achieved since the design of the Court's current case management system (Sustain). Further, the implementation of Odyssey is a cornerstone of the court's initiative to migrate to fully electronic processes and workflows, ensuring the court is able to capitalize on the superior efficiencies and effectiveness afforded by current day technological capacities.

C. If a cost efficiency, please provide cost comparison (table template provided).

N/A

D. Describe the consequences to the court's operations if the court request is not approved.

The implementation plan for the court is one based on a staggered implementation based on categorization of specific case types identified as either civil or criminal case activities. The court has already completed migration of civil case types with preparations for migration of criminal case types currently in progress. In order to accomplish full implementation for all case types, it is necessary for the court to temporarily maintain use of the new and old platforms which also requires maintenance costs for both systems and additional staff resources to support two different processes and workflow designs for each system. If the court were to lose access to the funding needed to complete the project, it would increase the likelihood of prolonging the need for maintaining both systems for an extended duration, preventing the court from operating at a level of necessary efficiency and unnecessarily increasing the overall costs to the court relating to this initiative.

E. Describe the consequences to the public and access to justice if the court request is not approved.

In addition to delaying the realization of increased efficiencies relating to the migration to the Odyssey platform and negative impact to optimum efficiency of court processes and workflows during the implementation period, the implementation of a new case management system requires a significant commitment of court personnel and related resources which must be balanced with normal provision of ongoing service levels to the public. Should the completion of the project be jeopardized or unnecessarily delayed due to access to funding, it would exacerbate the difficulties presented to the court in maintaining open access to justice with the resources currently available.

F. What alternatives has the court identified if the request is not approved, and why is holding funding in the TCTF the preferred alternative?

The necessity of this request directly correlates to the restriction placed on trial courts regarding the 1% cap on fund balance, which as illustrated by the circumstances of the encumbrance for this project, is clearly detrimental to the court's ability to utilize fund balance for its specific and appropriate functions. Unless a revision to the 1% limit were to become effective for fiscal year 2016/17, which is highly unlikely, the court would likely have no option but to utilize funding intended for its normal and ongoing operation from its FY 2016/17 annual allocation. Considering the current trend of continued decline of revenues from collection of fines and fees and significant increases to personnel benefit and other costs beyond the courts control is expected to continue, the court seeks to avoid further negative impact to available resources for annual operations by ensuring its project will be funded appropriately from sources originally available to the court when this project was initiated in FY 13/14.

Please provide the following (*table template provided for each*):

A. Three-year history of year-end fund balances, revenues, and expenditures

N/A

B. Current detailed budget projections for the fiscal years the trial court would either be contributing to or receiving distributions from the TCTF fund balance held on the court's behalf

N/A

C. Identification of all costs, by category and amount, needed to fully implement the project

N/A

D. A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year

N/A

Judicial Council–Approved Process, Criteria, and Required Information for Trial Court Trust Fund Fund Balance Held on Behalf of the Courts

Process for Trial Court Trust Fund Fund Balance Held on Behalf of the Courts

1. Trial Court Trust Fund fund balance will be held on behalf of trial courts only for expenditures or projects that cannot be funded by a court’s annual budget or three-year encumbrance term and that require multiyear savings to implement.
 - a. Categories or activities include, but are not limited to:
 - i) Projects that extend beyond the original planned three-year term process such as expenses related to the delayed opening of new facilities or delayed deployment of new information systems;
 - ii) Technology improvements or infrastructure such as installing a local data center, data center equipment replacement, case management system deployment, converting to a VoIP telephone system, desktop computer replacement, and replacement of backup emergency power systems;
 - iii) Facilities maintenance and repair allowed under rule 10.810 of the California Rules of Court such as flooring replacement and renovation as well as professional facilities maintenance equipment;
 - iv) Court efficiencies projects such as online and smart forms for court users and RFID systems for tracking case files; and
 - v) Other court infrastructure projects such as vehicle replacement and copy machine replacement.
2. The submission, review, and approval process is as follows:
 - a. All requests will be submitted to the Judicial Council for consideration.
 - b. Requests will be submitted to the Administrative Director by the court’s presiding judge or court executive officer.
 - c. The Administrative Director will forward the request to the Judicial Council director of Finance.
 - d. Finance budget staff will review the request, ask the court to provide any missing or incomplete information, draft a preliminary report, share the preliminary report with the court for its comments, revise as necessary, and issue the report to a formal review body consisting of members from the Trial Court Budget Advisory Committee (TCBAC); the TCBAC subgroup will meet to review the request, hear any presentation of the court representative, and ask questions of the representative if one participates on behalf of the court; and Finance office budget staff will issue a final report on behalf of the TCBAC subgroup for the council.
 - e. The final report to the TCBAC review subgroup and the Judicial Council will be provided to the requesting court before the report is made publicly available on the California Courts website.
 - f. The court may send a representative to the TCBAC review subgroup and Judicial Council meetings to present its request and respond to questions.

3. To be considered at a scheduled Judicial Council business meeting, requests must be submitted to the Administrative Director at least 40 business days (approximately eight weeks) before that business meeting.
4. The Judicial Council may consider including appropriate terms and conditions that courts must accept for the council to approve designating TCTF fund balance on the court's behalf.
 - a. Failure to comply with the terms and conditions would result in the immediate change in the designation of the related TCTF fund balance from restricted to unrestricted and no longer held on behalf of the court unless the council specifies an alternative action.
5. Approved requests that courts subsequently determine need to be revised to reflect a change (1) in the amounts by year to be distributed to the court for the planned annual expenditures and/or encumbrances, (2) in the total amount of the planned expenditures, or (3) of more than 10 percent of the total request among the categories of expense will need to be amended and resubmitted following the submission, review, and approval process discussed in 1–3 above.
 - a. Denied revised requests will result in the immediate change in the designation of the related TCTF fund balance from restricted to unrestricted and no longer held on behalf of the court unless the council specifies an alternative action.
6. Approved requests that courts subsequently determine have a change in purpose will need to be amended and resubmitted following the submission, review, and approval process discussed in 1–3 above, along with a request that the TCTF funds held on behalf of the court for the previously approved request continue to be held on behalf of the court for this new purpose.
 - a. Denied new requests tied to previously approved requests will result in the immediate change in the designation of the related TCTF fund balance from restricted to unrestricted and no longer held on behalf of the court unless the council specifies an alternative action.
7. On completion of the project or planned expenditure, courts are required to report to the Trial Court Budget Advisory Committee within 90 days on the project or planned expenditure and how the funds were expended.
8. As part of the courts' audits in the scope of the normal audit cycle, a review of any funds that were held on behalf of the courts will be made to confirm that they were used for their stated approved purpose.

Criteria for Eligibility for TCTF Fund Balance Held on Behalf of the Courts

TCTF fund balance will be held on behalf of the trial courts only for expenditures or projects that cannot be funded by the court's annual budget or three-year encumbrance term and that require multiyear savings to implement.

Information Required to Be Provided by Trial Courts for TCTF Fund Balance Held on Behalf of the Courts

Below is the information required to be provided by trial courts on the *Application for TCTF Funds Held on Behalf of the Court*:

SECTION I

General Information

- Superior court
- Date of submission
- Person authorizing the request
- Contact person and contact information
- Time period covered by the request (includes contribution and expenditure)
- Requested amount
- A description providing a brief summary of the request

SECTION II

Amended Request Changes

- Sections and answers amended
- A summary of changes to request

SECTION III

Trial Court Operations and Access to Justice

- An explanation as to why the request does not fit within the court's annual operational budget process and the three-year encumbrance term
- A description of how the request will enhance the efficiency and/or effectiveness of court operations, and/or increase the availability of court services and programs
- If a cost efficiency, cost comparison (*table template provided*)
- A description of the consequences to the court's operations if the court request is not approved
- A description of the consequences to the public and access to justice if the court request is not approved
- The alternatives that the court has identified if the request is not approved, and the reason why holding funding in the TCTF is the preferred alternative

SECTION IV

Financial Information

- Three-year history of year-end fund balances, revenues, and expenditures (*table template provided*)
- Current detailed budget projections for the fiscal years during which the trial court would either be contributing to the TCTF fund balance held on the court's behalf or receiving distributions from the TCTF fund balance held on the court's behalf (*table template provided*)

- Identification of all costs, by category and amount, needed to fully implement the project (*table template provided*)
- A specific funding and expenditure schedule identifying the amounts to be contributed and expended, by fiscal year (*table template provided*)