

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC.
DBA APPLEONE EMPLOYMENT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 30th day of June, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC., a California corporation DBA APPLEONE EMPLOYMENT SERVICES ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide temporary staffing services, as more fully described herein; and

B. WHEREAS, Section 2-165 of the Costa Mesa Municipal Code permits the City to purchase services through competitively awarded agreements of other local, state, or federal government agencies, a process known as "piggybacking"; and

C. WHEREAS, the Superior Court of California, County of Orange competitively awarded Consultant Contract BC0002, effective November 1, 2015, for temporary staffing services, attached hereto as Exhibit "A" and incorporated herein by this reference ("Court Contract"); and

D. WHEREAS, Section 39, Public Agency Clause ("PIGGYBACKING") of the Court Contract authorizes any government agency located in the State of California to "piggyback" on the Court Contract; and

E. WHEREAS, the City desires to "piggyback" onto the Court Contract, and Consultant consents to the "piggybacking"; and

F. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to perform the services herein contemplated; and

G. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services and Order of Precedence. Consultant shall provide the temporary staffing services described in the exhibits attached hereto, which are incorporated herein by this reference. The order of precedence for any provision or general section (e.g., Insurance) in one document that conflicts with another provision or general section in another document is as follows (from top to bottom):

- This Agreement

- Any subsequent amendment to this Agreement after the Effective Date
- Exhibit C, Special Terms of Consultant
- Exhibit B, Pricing Schedule
- Exhibit D, City's Council Policy 100-5
- Exhibit A, Contract BC0002

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory (except that Consultant has no obligation under this Agreement to provide a credit for any services performed by temporary personnel assigned to City); and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement, except that this indemnity shall not apply to the acts or omissions of temporary personnel assigned to City.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. The duties set forth herein shall not be delegated or

assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City or destroyed by Consultant at City's request upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," Pricing Schedule, attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services unless the City or the Project Manager, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit weekly invoices to the City for approval on a progress basis. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through October 31, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant or Consultant's temporary personnel assigned to City in the performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers'

compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Howroyd-Wright Employment Agency, Inc.
dba AppleOne Employment Services
16371 Beach Blvd. Suite 240
Huntington Beach, CA 92647
Tel: (650) 574-8211
Attn: Rick H. Hagmann

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5359
Attn: Ruth Wang

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent caused by the negligence or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the active negligence or willful misconduct of the City.

6.10. Limitation of Liability. To the maximum extent permitted by applicable law, neither City nor Consultant shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages.

6.11. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers,

agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*).

Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or

interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Michael A. Hoyal
Signature
MICHAEL A. HOYAL
CFO

Date: 7/1/2020

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 8/3/20

ATTEST:

Brenda Green 8/4/2020
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 7/15/20

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 7/8/2020


APPROVED AS TO CONTENT:

Ruth Wang
Ruth Wang
Project Manager

Date: 7/8/2020

MICHAEL A. HOYAL
CFO

DEPARTMENTAL APPROVAL:



Kasama Lee
Acting Human Resources Manager

Date: 7/8/20

APPROVED AS TO PURCHASING:



Carol Molina
Acting Finance Director

Date: July 7, 2020

EXHIBIT A
CONTRACT BC0002



**Superior Court of California
County of Orange**

Contractor Name:	Howroyd Wright Employment Agency, Inc. DBA: AppleOne Employment
Services:	Temporary Staffing Services
Agreement Term:	November 1, 2015 (the “Effective Date”) through, October 31, 2020 (the “End Date”)
Contract Number:	BC0002
Contract Amount:	No guarantee is given as to any estimated usage amount. As set forth in this Agreement, Contractor agrees to provide the Work as specified, as needed by the Court, at prices listed upon this Agreement regardless of service usage.

1. This Agreement is between the **Howroyd Wright Employment Agency, Inc. DBA: AppleOne Employment**, hereafter (“Contractor”), and the **Superior Court of California, County of Orange**, hereafter (“Court”).
2. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement consists solely of this coversheet, the following exhibits and any documents attached or referenced therein, and any Amendment(s) made in accordance with the provisions of this Agreement.

Exhibit A-1, General Terms and Conditions;
 Exhibit A-2, Supplemental Terms and Conditions;
 Exhibit B; Payment Provisions;
 Exhibit C-1, Scope of Work;
 Exhibit C-2, Pricing Schedule;

Exhibit D-1, Work Order;
 Exhibit D-2, Temporary Employee Agreement;
 Exhibit E, Notice of Unacceptable Work Form;
 Exhibit F, Court Locations;

3. In the event of a conflict between the Contract Documents, the following descending order of precedence shall govern. Exhibits: A-1; A-2; B; D-2; D-1; C-2; C-1; E; F

Superior Court of California, County of Orange	Howroyd Wright Employment Agency, DBA: AppleOne Employment
Signature: E-SIGNED by Alan Carlson on 2015-11-24 00:56:52 GMT	Signature: E-SIGNED by Michael A. Hoyal on 2015-11-23 23:24:00 GMT
Printed Name: Alan Carlson	Printed Name: Michael A. Hoyal
Title: Chief Executive Officer	Title:
Date: November 24, 2015	Date: November 23, 2015

End of Contract Cover Sheet

TABLE OF CONTENTS

EXHIBIT A-1: GENERAL TERMS AND CONDITIONS	4
1. Definitions.....	4
2. Accounting.....	8
3. Assignment and Subcontracting; Successors.....	8
4. Audit and Records	8
5. Availability of Funds	9
6. Certifications and Representations.....	9
7. Changes in Work; Stop Work.....	11
8. Choice of Law and Jurisdiction.	12
9. Confidential Information.....	12
10. Consideration.	13
11. Contractor Status	13
12. Contractor’s Personnel	14
13. Counterparts	16
14. Default and Remedies.....	16
15. Delinquent Taxpayer Code.....	16
16. Dispute Resolution.....	16
17. Force Majeure.....	17
18. Indemnity	17
19. Infringement Protection	18
20. Insurance Requirements; Required Coverage.....	18
21. Limitation of Liability.....	20
22. Limitation on Non-Domestic Work.	20
23. Miscellaneous Provisions; Interpretation	20
24. Modification.....	21
25. Notices.....	21
26. Prohibited Bids for End Product of this Agreement.....	22
27. Public Contract Code.....	22
28. Scope of Work; Acceptance.....	22
29. Standard of Performance.....	22
30. Survival.....	23
31. Termination.....	23
32. Service and Delivery After Contract Expiration.....	24
33. Cancellation Rights.....	24
34. Time is of the Essence.....	24
35. Travel Guidelines	24
36. Waiver; Severability.....	24
37. Qualification in California.....	24
38. Iran Contracting Act.....	24
39. Public Agency Clause (“PIGGYBACKING”).....	24
40. Entire Agreement.....	25
EXHIBIT A-2: SUPPLEMENTAL TERMS AND CONDITIONS	26
1. Risk of Loss or Damage to Work.....	26
2. Verification of Work Performed	26
3. Liens.....	26
4. Bonds.....	26
5. Prevailing Wages.....	26
6. Visit to Work Site.....	26
7. Access to Court Facilities.....	26
8. Damage to Court Property.....	26
9. Guidelines for Contractor Conduct / Working in Court Facilities	27
EXHIBIT B: PAYMENT PROVISIONS	28
1. Contract Amount	28

2.	Compensation	28
3.	First Day Guarantee	29
4.	Compensation for Allowable Expenses	29
5.	Taxes.....	29
6.	Invoicing Requirements	29
7.	Payment	30
8.	Pricing / Bill Rate	30
9.	Release of Claims	30
EXHIBIT C-1: SCOPE OF WORK		31
1.	Description of Services to be Provided.	31
2.	General Classifications & Specifications.	33
3.	Finance/Accounting Classifications & Specifications.....	42
4.	Human Resources Analyst Series.	55
5.	Information Technology (“IT”) Classifications & Specifications.....	58
6.	Contractor Communication with the Court	74
7.	Customer Service.....	74
SUPPORT PROCESS.....		74
FOLLOW-UP PROCESS.....		74
Quality Assurance.....		74
EXHIBIT C-2: PRICING SCHEDULE.....		76
1.	General Classifications.....	76
2.	Finance/Accounting Classifications.....	76
3.	Human Resources Analyst Series.	76
4.	IT Classifications.	77
EXHIBIT D-1: WORK ORDER.....		78
EXHIBIT D-2: TEMPORARY EMPLOYEE AGREEMENT		79
EXHIBIT E: NOTICE OF UNACCEPTABLE WORK FORM		81
EXHIBIT F: COURT LOCATIONS.....		82

EXHIBIT A-1: GENERAL TERMS AND CONDITIONS

1. Definitions.

- 1.1 **Acceptance:** means the written acceptance issued to Contractor by the Court's Project Manager after Contractor has completed a Deliverable, in compliance with this Agreement, including without limitation, Exhibit C-1, Scope of Work.
- 1.2 **Agreement:** entire integrated agreement, including all Contract Documents, Exhibits, Attachments, and Amendments incorporated therein, signed by Court and Contractor, for performance of the Work.
- 1.3 **Amendment:** written Contract Document issued by Court, and signed by both Contractor and Court, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in Contract Amount; (3) change in schedule for delivery and performance of Work; or (4) any change to other terms and conditions.
- 1.4 **Applicable Law:** any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.
- 1.5 **Appropriation Year:** authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.
- 1.6 **Assignment:** refers to an individual request of the Court to Contractor to provide temporary personnel for an estimated time period.
- 1.7 **Assigned Personnel:** refers to the individual(s) that is named and listed as "Hire Name" on an authorized Work Order to perform the Work of the applicable Work Order.
- 1.8 **Bid:** A response to a competitive solicitation issued by the Court, regardless of the Solicitation Document used by the Court (e.g., Request for Quote "RFQ", Invitation for Bid "IFB", or Request for Proposal "RFP").
- 1.9 **Billing Rate:** refers to the hourly rate that Contractor will bill the Court and that the Court will pay to Contractor for the Work performed by the Assigned Personnel pursuant to the individual Work Order(s) issued under this Agreement. The Billing Rate includes the Salary Rate paid by Contractor to the Assigned Personnel for performing the Work set forth in the applicable Work Order and the Contractor Markup that is retained by Contractor as compensation for performing the Work set forth in this Agreement.
- 1.10 **Business Day:** means days of the week excluding Saturday and Sunday, as well as Court's pre-established and published holidays.
- 1.11 **Certificate of Insurance:** A document that provides evidence that an insurance policy has been underwritten and that includes a statement of the policy coverage.
- 1.12 **Claims:** claims, suites, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs), including those based on the injury to or death of any person or damage to property.
- 1.13 **Compensation:** all remuneration owed to Contractor in respect of Services, including Contractor's professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.
- 1.14 **Confidential Information:** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement, (ii) all information related to the business of the Court that may be obtained orally, in writing, or from any source, or on any Court mainframe, Court or judicial branch computer network or workstation, and all software, whether owned or licensed by Court and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the Court concerning the past, present, or future official business and/or the results of the provision of services to the Court, and (iv) information relating to Court personnel and Court users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without

reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

1.15 Consulting Services: refers to the services performed under “Consulting Services Agreements”, which are defined in Public Contract Code Section 10335.5, substantially, as contracts that:

1.15.1. Are of an advisory nature;

1.15.2. Provide a recommended course of action or personal expertise;

1.15.3. Have an end product that is basically a transmittal, either written or oral, that is related to the governmental functions of the state agency administration and management and program management or innovation; and

1.15.4. Are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

1.16 Contract Amount: total dollar amount of the Agreement.

1.17 Contractor: means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. Contractor is one (1) of the parties to this Agreement as defined on the Cover Sheet.

1.18 Contractor Key Personnel: the Contractor Project Manager and those staff members identified as “Assigned Personnel” as set forth in a Statement of Work.

1.19 Contractor Project Manager: Contractor’s representative who will operate as the main interface with the Court regarding the Work to be performed under this Agreement.

1.20 Conversion Fee: refers to a fee that Contractor charges if the Assigned Personnel is hired as an employee of the Court prior to the end of the Conversion Period.

1.21 Conversion Period: refers to a period of time, during which an Assigned Personnel must work prior to accepting employment directly from the Court without the Court incurring a Conversion Fee. There is no Conversion Period during the term of this Agreement. Assigned Personnel shall be immediately available to accept employment at the Court.

1.22 Court: Superior Court of California, as indicated on the Contract Cover Sheet. Court is a party to this Agreement.

1.23 Court Contractors: the agents, subcontractors and other representatives of the Court, other than Contractor and Subcontractors.

1.24 Court Project Manager: Court’s representative who will operate as the main interface with the Court regarding the Work to be performed under this Agreement.

1.25 Court Representative: shall mean those individuals and/or functions set forth in this Agreement or any notice associated with this Agreement or an individual Work Order. Court Representatives shall also include those individuals designated to perform technical and/or administrative functions pursuant to this Agreement. All communications with the Court shall be through such individuals.

1.26 Court Service Locations: any Court Facility, Justice Center, or Location at which Contractor performs Services.

1.27 Coversheet: refers to the first sheet of this Agreement.

1.28 Court Data: all data and information of the Court or Court Contractors disclosed to or accessed by Contractor or Subcontractors, including all such data and information relating to the Court and its respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies,

improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.

- 1.29 Day:** means calendar day
- 1.30 Defect:** any failure of any Deliverable to conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation.
- 1.31 Deliverable:** hardware, software, firmware, documentation, services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.
- 1.32 Deliverable Basis:** means that the Services provided under to the Court by Contractor under this Agreement shall result in the provision of a Deliverable or Deliverables.
- 1.33 Developed Works:** Works created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Court or Court Contractors, in the course of the performance of the Services under this Agreement, and all Intellectual Property Rights therein and thereto, including, without limitation, (i) all work-in-progress, data or information, (ii) all modifications, enhancements and derivative Works made to Contractor Works, and (iii) all Deliverables; provided, however, that Developed Works do not include Contractor Works.
- 1.34 DVBE:** is an acronym for Disabled Veterans Business Enterprise.
- 1.35 Effective Date:** has the meaning defined on the coversheet of this Agreement.
- 1.36 End Date:** refers to the date that the Court anticipates as the last day of an Assignment. The End Date will be set forth in an authorized Work Order.
- 1.37 Expenses:** means and includes both Travel and Living Expenses and Reimbursable Expenses.
- 1.38 Expiration Date:** is the last day of the Term, unless the Initial Term is extended by exercise of an option. In that event, the Expiration Date will instead refer to the date specified as the expiration date in the notice of exercise of the option.
- 1.39 Firm Fixed Price:** means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables.
- 1.40 Firm Fixed Price Basis:** means that the Contractor shall receive, as full and complete compensation for the provision of Deliverable(s), Firm Fixed Price(s), which shall constitute complete compensation for all costs, expenses, and efforts incurred by Contractor in provision of Deliverable(s).
- 1.41 Hourly Basis:** means that Contractor shall be paid at an hourly rate for each hour of authorized Work actually performed.
- 1.42 Intellectual Property Rights:** all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorships, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.
- 1.43 JBE:** is an acronym for “Judicial Branch Entity.”
- 1.44 Judicial Branch Entity:** Any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch”.
- 1.45 Judicial Branch Personnel:** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.
- 1.46 Loss:** as used in the indemnity provisions of this Agreement includes any actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys’ fees.
- 1.47 Material:** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.

- 1.48 Parties or Party:** means “us”, the Superior Court of California, County of Orange, and/or “you”, the Contractor, as the context requires.
- 1.49 Pay Period:** means the time period (e.g. weekly, every two (2) weeks, twice a month, monthly, etc.) for which the Assigned Personnel receives payment on a regular basis from Contractor for the Work performed pursuant to an authorized Work Order.
- 1.50 PCC:** is an acronym for “Public Contract Code”.
- 1.51 Proposal:** A response to a Request for Proposals that describes the offeror’s approach, Scope of Work, schedule and cost to provide goods or services, as well as the ability to meet other relevant criteria established by the Court.
- 1.52 Public Contract Code:** the set of California statutes that govern how state and local agencies contract for goods and services.
- 1.53 Reimbursable Costs:** Expenses previously approved by the Court to be reimbursed as indicated in Exhibit B, Payment Provisions.
- 1.54 Salary Rate:** refers to the hourly rate that Contractor pays to the Assigned Personnel for performing Work set forth in the applicable Work Order.
- 1.55 Start Date:** refers to the date set forth in each Work Order that identifies when the Assigned Personnel shall begin performing the Work described in the applicable Work Order.
- 1.56 Services:** collectively, the services provided under this Agreement, including those services and Deliverables set forth in Exhibit C-1, Scope of Work, and any incidental services or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement (or the Scope of Work), but which are required for the performance and delivery of these services.
- 1.57 Statement/Scope of Work (SOW):** A detailed description or reference to the object of a contract (e.g., goods, services, information technology)
- 1.58 Stop Work Order:** written notice to Contractor from Court, directing Contractor to stop performance of Work for a period of ninety (90) days following delivery of the order to Contractor, or for a longer period by mutual agreement of the parties.
- 1.59 Subcontractor:** a person or business entity that has a contract (as an "independent contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.
- 1.60 Task:** one or more functions, services, or actions, as specified in the Agreement, to be performed by Contractor for the Court
- 1.61 Term:** is the period commencing on the Effective Date and expiring on the Expiration Date set forth on the coversheet of this Agreement.
- 1.62 Termination Assistance Period:** the period commencing upon the Expiration Date or earlier termination of this Agreement and expiring six (6) months thereafter, as such period may be extended by the Parties.
- 1.63 Termination Date:** has the same meaning as “Expiration Date” unless this Agreement is validly terminated before the applicable Expiration Date, in which case Termination Date means the effective date this Agreement is validly terminated.
- 1.64 Third Party:** any individual or entity not a party to the Agreement.
- 1.65 Time Sheet:** refers to the form that the parties use to track the number of hours worked by the Assigned Personnel. The Time Sheet shall be completed for each pay period. The Time Sheet must be signed by the Court Representative responsible for the day-to-day supervision of the Assigned Personnel, or their assigned designee, and the Assigned Personnel. Terms and conditions referenced or listed on Time Sheets shall not be binding to the parties of this Agreement.
- 1.66 Work:** any or all labor, services, Deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor’s obligations in compliance with the requirements of the Agreement. Work may also include Work Orders, Tasks, Deliverables, and/or Submittals required by the Court.

- 1.67 Work Location:** refers to the physical location set forth in an individual Work Order that identifies where the Assigned Personnel shall report to perform the Work requested.
- 1.68 Work Order:** refers to a document, substantially in the form of Exhibit D-1, Work Order, which is used by the Court to order professional services to this Agreement. A Work Order is authorized after Contractor accepts the Court's completed Work Order. The Work Order, at a minimum, shall include: (i) reference to this Agreement; (ii) the Work Order Number; (iii) the name of the Assigned Personnel (listed as "Hire Name" on the Work Order); (iv) the name of the Court Representative responsible for day-to-day supervision of the Assigned Personnel (listed as "Report To" on the Work Order); (v) the Start Date and the End Date; (vi) Work Location and Work Schedule; (vii) a list of certifications that the Assigned Personnel may be required to obtain and maintain to perform the requested Work; (viii) any background checks that may be requested; (ix) the Billing Rate; (x) the Conversion Period; and (xi) a description of the Work to be performed by the Assigned Personnel.
- 1.69 Work Order Number:** refers to the unique number given to each authorized Work Order issued pursuant to this Agreement.
- 1.70 Work Schedule:** refers to the days of the week and hours during which the Assigned Personnel will report to perform the Work requested in a Work Order. The Work Schedule shall be set forth in each Work Order.

2. Accounting.

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

3. Assignment and Subcontracting; Successors.

3.1 Permitted Assignments and Subcontracts. Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:

3.1.1. The Court may assign the Court's rights and duties to any Judicial Branch Entity. The Court shall notify Contractor in writing within thirty (30) days following the assignment.

3.1.2. Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:

3.1.2.1. are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;

3.1.2.2. affirm the rights granted in this Agreement to the non-assigning party;

3.1.2.3. make the representations and warranties made by the assigning/subcontracting party in this Agreement; and

3.1.2.4. appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

3.1.3. No assignment or subcontract will release either party of its duties under this Agreement.

3.2 Successors. This Agreement binds the parties as well as their heirs, successors, and assignees.

4. Audit and Records.

4.1 Audit. Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.

Contractor shall provide to the Court and Court Contractors, on Contractor's premises (or, if the audit is being performed of a Subcontractor, Subcontractor's premises if necessary), space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and

duplicating services as the Court or such Court Contractors may reasonably require to perform the audits described in this Section. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

4.2 Copies. Contractor may retain copies of any original documents Contractor provides to the Court.

4.3 Ownership. The Court is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to any mutually agreed period of continuation of Services), or upon the Court's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the Court or to another party at the Court's discretion. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four (4) years after the later of:

4.3.1. Contractor's receipt of final payment under this Agreement; and

4.3.2. The Court's resolution with Contractor of findings of any final audit.

Any interest of Contractor in data, products, recordings, writings, or services of any kind prepared by Contractor for performance of services under this Agreement shall become the property of the Court. Upon Court's written request, Contractor shall provide Court with all such data, products, recordings, writings, etc., within thirty (30) days of the request.

4.4 Retention of Records. Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

5. Availability of Funds.

The Court's obligation to compensate Contractor is subject to the availability of funds. The Court shall notify Contractor if funds become unavailable or limited during the Term.

6. Certifications and Representations.

Contractor's signature on the cover page shall also serve as certification for the following paragraphs, in this Section 6.

6.1 Authority and Binding Effect. Contractor warrants it has the full power and authority to enter into and perform its obligations under this Agreement, to grant the rights and licenses herein, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and is in good standing in the State of California. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor.

6.2 Compliance with Permits, Laws, and Regulations. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.

During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.

Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

6.3 Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

6.4 Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

- 6.5 National Labor Relations Board (NLRB) Certification.** Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of Court by a federal Court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.
- 6.6 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 California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 6.7 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 6.8 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.
- 6.9 No Interference with Other Contracts.** This Agreement does not create a material conflict of interest, breach, or default under any of Contractor's other contracts.
- 6.10 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.
- 6.11 Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, Sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- 6.12 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286.1, and is eligible to contract with the Court.
- 6.13 Prohibition Against Hiring Court Employees.** Contractor certifies and will require all Subcontractors to certify to the following:
- "Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment."*
- 6.14 Sales and Use Tax Collection.** Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- 6.15 Special Provisions regarding Compliance with National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
- 6.16 Special Provisions regarding Compliance with the Child Support Compliance Act.**

6.16.1. Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

6.16.2. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

6.17 Special Provisions regarding Discharge Violations. If Contractor is a private entity, Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

6.18 Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination. Contractor is in compliance with Public Contract Code Section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

6.19 Special Provisions regarding Conflict Minerals. Contractor certifies either; (i) it is not a “scrutinized company” as defined in PCC 10490(b), or (ii) the goods or services the Contractor will provide to the Court are not related to products and services that are the reason the Contractor must comply with Section 13(p) of the Securities Exchange Act of 1934.

6.20 Work Eligibility. All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

6.21 Affordable Care Act. Contractor will extend, to all full-time temporary staff (including those provided to the Court pursuant to this Agreement), an offer of health coverage that meets or exceeds the minimum requirements provided for under the Affordable Care Act for organizations with greater than fifty (50) full-time employees. Any such offer shall be consistent with the Internal Revenue Service (IRS) definition of a “full-time” employee. Contractor will provide health coverage pursuant to this requirement if the full-time employee accepts the requisite offer of coverage. In this event, Contractor will invoice and the Court will compensate Contractor for the additional Premium as listed in the Pricing Schedule of this Agreement.

6.22 Healthy Workplaces, Healthy Families Act. Contractor will comply with all requirements of the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code section 245 et seq.), including providing paid sick leave to all staff provided to the Court pursuant to this Agreement in accordance with that Act. Contractor will comply with applicable requirements for providing notice to such employees of rights under that Act, including requirements specified by California Labor Code section 2810.5.

6.23 Covenant as to Representations and Warranties. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue.

7. Changes in Work; Stop Work.

7.1 Changes in Work.

7.1.1. Court reserves the right to require Contractor to make changes in the Work, as set forth in Exhibit C-1, Scope of 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 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 Court and Contractor agree on a change, 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 Court, and any continuing disagreement will follow the process set forth in the provisions entitled "**Dispute Resolution.**" Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

7.4 **Stop Work.**

7.4.1. 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 ninety 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 Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 31, Termination.

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. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, Exhibit C-1, Scope of 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 the Scope 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, Court may allow reasonable costs resulting from the Stop Work Order.

7.4.5. Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

8. **Choice of Law and Jurisdiction.**

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

9. **Confidential Information.**

9.1 The provisions of this section shall survive beyond the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. During the Term and at all times thereafter, Contractor will refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement. Contractor will not remove any Confidential Information from the Court's facilities or premises without the Court's express prior written consent. 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.

9.2 **Permissible Disclosures.** Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project, provided that they protect the Court's confidential information to the same extent as this section. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i)

comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement, provided advance notice has been delivered to the Court.

9.3 Publicity. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement without first obtaining the Court's prior written approval, which may be denied for any or no reason.

9.4 Requirements of Strict Confidence. While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, Court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

9.5 Specific Performance. Contractor understands a default under this section will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the Court will be entitled to seek.

10. Consideration.

10.1 The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit B, Payment Provisions.

10.2 Payment Does Not Imply Acceptance of Work. Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.

10.3 Disallowance. If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

11. Contractor Status.

11.1 Independent Contractor.

11.1.1. Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit C-1, Scope of Work, Contractor has no authority or responsibility to exercise any rights or power vested in Court.

11.1.2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.

11.1.3. If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

11.2 Contractor's Employees.

11.2.1. 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.

- 11.2.2. 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.
- 11.2.3. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) 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.
- 11.2.4. Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

11.3 Exclusive Control of Means and Method of Performance. 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 more particularly as set forth in Exhibit C-1, Scope of Work, 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.

11.4 Subcontracting.

- 11.4.1. Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court's written consent is a material breach of this Agreement.
- 11.4.2. Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.
- 11.4.3. The Court may withdraw its approval of a subcontractor if the Court determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Court rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Services. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The Court's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor:
 - 11.4.3.1. Are jointly and severally liable to the Court for performing the duties in this Agreement;
 - 11.4.3.2. Affirm the rights granted in this Agreement to the Court;
 - 11.4.3.3. Make the representations and warranties made by the Contractor in this Agreement;
 - 11.4.3.4. Appoint the Court an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and

12. Contractor's Personnel.

12.1 Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of Contractor's personnel, for any reason or no reason, Contractor shall immediately replace them with qualified personnel possessing equivalent or greater experience and skills. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the Court with regard to assignment of its employees. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the Court with regard to assignment of its employees.

- 12.2** Contractor shall provide sufficient staffing to adequately provide the Services.
- 12.3 Contractor Project Manager.** The Contractor Project Manager shall serve, from the Effective Date, as the Contractor project manager and primary Contractor representative under this Agreement. The Contractor Project Manager shall (i) have overall responsibility for managing and coordinating the performance of Contractor's obligations under this Agreement, including the performance of all Subcontractors; and (ii) be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement. The Contractor Project Manager shall respond promptly and fully to all inquiries from the Court Project Manager.
- 12.4** For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Background checks may be requested using "Application and Consent to Perform Background Check" attached hereto as Exhibit H and incorporated herein by this reference. Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall remove from the Assigned Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.
- 12.5** Granting or denying access will be at the sole discretion of the Court. The contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to the contractor.
- It is the responsibility of the Contractor to notify the Court of any additional staff or change in staff, to submit to the court a completed and signed Application and Consent for Background Check form for each person, and to receive authorization from the court before the individual begins to work in a court facility.
- 12.6** Contractor and any subcontractor(s) shall provide certain Key Personnel as may be particularly identified in this Agreement, the Scope of Work, etc. Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to this project. Any additional personnel are subject to approval by the Court.
- 12.6.1.** If any Key Personnel, through no cause or fault of Contractor, become unavailable to provide services under this Agreement, Contractor shall immediately notify the Court in writing and provide replacement Key Personnel possessing equivalent or greater experience and skills. Contractor shall provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the Court.
- 12.7** The Contractor Project Manager and the Court Project Manager shall work together to mitigate any impact on the schedule as set forth in a Statement of Work caused by any replacement of an Assigned Staff member. Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.
- 12.8** If this Agreement provides for the payment of \$5,000 or more for Consulting Services performed for the Court, Contractor has attached to this Agreement resumes of each Contractor participant who will exercise a major administrative role or major policy or consultative role.
- 12.9** While at the Court Service Locations, Contractor shall, and shall cause Subcontractors to:
- 12.9.1.** comply with the requests, standard rules and regulations and policies and procedures of the Court regarding safety and health, security, personal and professional conduct generally applicable to such Court Service Locations;
- 12.9.2.** otherwise conduct themselves in a businesslike manner.

12.10 Contractor further shall enter into an agreement with each of the members of the Assigned Staff which assigns, transfers and conveys to Contractor all of such Assigned Staff member's right, title and interest in and to any Developed Works, including all Intellectual Property Rights in and to Developed Works.

13. Counterparts.

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

14. Default and Remedies.

14.1 Default. A default exists under this Agreement if:

14.1.1. Contractor fails or is unable to meet for perform any of Contractor's duties under this Agreement, and this failure is not cured within 10 days following notice of default or is not capable of being cured within this cure period;

14.1.2. Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;

14.1.3. Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;

14.1.4. Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

14.2 Notices. Contractor shall notify the Court immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

14.3 Available Remedies. The Court may do any of the following:

14.3.1. Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights or setoff as may be provided in this Agreement or any other agreement between the Court and Contractor;

14.3.2. Require Contractor to enter into non-binding mediation;

14.3.3. Exercise, following notice, the Court's right of early termination of this Agreement as provided below; and

14.3.4. Seek any other remedy available at law or in equity.

14.4 Remedies Cumulative. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

15. Delinquent Taxpayer Code.

Pursuant to Public Contract Code (PCC) 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.

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 under any PO, Agreement and Amendment(s).

Any contract entered into in violation of PCC 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).

16. Dispute Resolution.

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

16.1 Escalation.

16.1.1. 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 days of the effective date of the Notice.

16.1.2. If the matter is not resolved as set forth in this Section 16, the aggrieved party will submit a second Notice which will:

16.1.2.1. provide detailed factual information;

16.1.2.2. identify the specific provisions in this Agreement on which any demand is based;

16.1.2.3. advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

16.1.2.4. 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.

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

16.2 Confidentiality During Dispute Resolution. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

16.3 Continued Performance of Work. 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 Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

17. Force Majeure.

17.1 Force Majeure events include, but are not limited to:

17.1.1. catastrophic acts of nature, or public enemy;

17.1.2. civil disorder;

17.1.3. fire or other casualty for which a party is not responsible; and

17.1.4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

17.2 Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

18. Indemnity.

18.1 General Indemnity. Contractor shall indemnify and defend (with counsel satisfactory to the Court Office of the General Counsel) Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, or (ii) any other breach by Contractor of this Agreement. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

- 18.2 Indemnity – Affordable Care Act.** Contractor shall indemnify, defend, hold harmless, and be financially responsible for any expenses and costs associated with Contractor's failure to fully comply with the requirements of Section 6.21 of this Agreement, including, but not limited to, any financial penalties, taxes, fees, or fines levied or charged by the Federal government or Internal Revenue Service (IRS). Contractor's failure to invoice or charge Court the applicable premium rate shall not release Contractor of its obligations or responsibilities hereunder.
- 18.3 Indemnity – Healthy Workplaces, Healthy Families Act of 2014.** Contractor shall indemnify, defend, hold harmless, and be financially responsible for any expenses and costs associated with Contractor's failure to fully comply with the requirements of Section 6.22 of this Agreement, including, but not limited to, any claims, damages, penalties, awards, or fines levied or charged by the Division of Labor Standards Enforcement or any court.

19. Infringement Protection.

Contractor shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted compositions, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Agreement.

20. Insurance Requirements; Required Coverage.

- 20.1** Contractor shall obtain, provide, and maintain at Contractor's expense the minimum insurance set forth in this Section with reputable insurer(s). All insurance companies must be rated as A-VII or higher by the A.M. Best key rating guide and are authorized to do business in the State of California.
- 20.2 Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions that exceed \$100,000 per occurrence must be declared to, and approved by, the Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to the Court and shall be the sole responsibility of Contractor.
- 20.3 Minimum Scope and Limits of Coverage:** Contractor shall maintain the following minimum insurance in full force during the Term of the Agreement:
- 20.3.1. Worker's Compensation and Employer's Liability.** The policy is required only if Contractor has employees. It must include worker's compensation to meet minimum requirements of the State of California, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
- 20.3.2. Commercial General Liability Insurance.** Commercial General Liability Insurance provided on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$2,000,000 annual aggregate. The policy must include coverage for liabilities arising out of premises and operation, independent contractors, products and completed operations, liability assumed under an insured contract, personal and advertising injury liability. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.
- 20.3.3. Professional Liability.** The policy must cover liability resulting from any act, errors or omissions committed or alleged to have been committed by the Contractor's or any person or organization for whom the Contractor is responsible that arises out of professional services provided in the performance of the Work under this Agreement, at minimum limits of \$1,000,000 per claims made or per occurrence, and a \$2,000,000 annual aggregate.
- 20.3.4. Automobile Liability.** If a vehicle is used in the performance of this Agreement, the policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of the Work under this Agreement whether owned, non-owned, leased, rented, or hired. The minimum liability limit must be \$1,000,000 per occurrence, combined single limit.
- 20.3.5. Claims Made Coverage.** If any required insurance is provided on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for one (1) year beyond the termination or expiration of this Agreement and the Court's acceptance of

all Work provided under this Agreement. The retroactive date or “prior acts inclusion date” of any “claims made” policy must be no later than the date the Work commences under this Agreement.

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

20.4 Endorsements: All Contractor policies will contain, or be endorsed to contain, the following provisions:

20.4.1. Additional Insureds. All policies, with the exception of Professional Liability and Worker’s Compensation, will be endorsed to name the State of California, the Judicial Council of California, the County of Orange, and the Superior Court of California, County of Orange and its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment shall be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor under the terms of the Agreement.

20.4.1.1. Alternative for Automobile Liability. The Additional Insured may be waived if the policy states that anyone held liable for the conduct of an insured is also considered and insured.

20.4.2. Insurance Primary. For any claims related to this Agreement, the insurance provided shall be primary and non-contributing insurance with respect to the State of California, the Judicial Council of California, the County of Orange, and the Superior Court of California, County of Orange and its elected and appointed officials, officers, agents and employees, and non-contributory with any insurance or self-insurance maintained by the Court. Any insurance and/or self-insurance maintained by the State of California, the Judicial Council of California, the County of Orange, and the Superior Court of California, County of Orange and its elected and appointed officials, officers, agents and employees will not contribute with the insurance, or benefit Contractor in any way.

20.4.3. Waiver of Subrogation. Contractor and its insurance carrier waive any and all rights of recovery or subrogation against the State of California, the Judicial Council of California, the County of Orange, and the Superior Court of California, County of Orange and its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment. This waiver will be reflected on the Certificate of Insurance provided by Contractor.

20.4.4. Separation of Insureds. The commercial general liability policy, or, if maintained in addition to that policy, the excess liability or umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer’s liability.

20.5 Certificates of Insurance. Prior to Contractor beginning any performance of the Work, Contractor shall provide the Court certificates of insurance satisfactory to the Court, attesting to the existence of coverage. If Contractor fails to provide Certificate(s) of Insurance within seven (7) days of notification by the Court, this Agreement may be terminated. Any replacement certificates of insurance are subject to the approval of the Court, and, without prejudice to the Court, Contractor shall not perform Work prior to Court’s approval of the certificates. Contractor must obtain and provide complete copies of each policy upon the Court’s request. If at any time, the foregoing policies become unsatisfactory to the Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the Court, Contractor shall, upon written notice from the Court, promptly obtain a new policy, and submit the same to the Court, with the appropriate certificates and endorsements, for Court approval.

20.5.1. Certificate(s) of insurance and the applicable endorsements shall be submitted to the Court’s insurance tracking service via one of the following methods:

20.5.1.1. Upload directly to: <https://www.idscerts.com/VendorValidation.asp> referencing the Agreement number.

20.5.1.2. Email to: occourts@Ebix.com

20.5.1.3. Fax to: (770)325-6892

20.6 Consequences of Laps; Failure to Maintain Insurance.

20.6.1. Notice of Non-Renewal or Reduction. Contractor shall provide Court with thirty (30) business day's written notice of any non-renewal or reduction in coverage with respect to these policies. Such notice will be provided in accordance with Notice requirements set forth in the Agreement and must reference the relevant project, and Agreement number.

20.6.2. Consequences of Laps. If required insurance lapses during the Term, 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.

20.6.3. Failure to Maintain Insurance. If Contractor fails to obtain the appropriate Waiver(s) of Recovery or Subrogation, Additional Insured status(es), or Certificates of Insurance from carrier, Contractor shall indemnify the State of California, the Judicial Council of California, the County of Orange, and the Superior Court of California, County of Orange and the Presiding Judge, its elected and appointed officials, officers, agents and employees from all costs and liability caused by Contractor's breach.

20.7 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

20.7.1. Separate. Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or

20.7.2. Joint. Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

20.8 Non-Limiting. The insurance requirements described in this Agreement are not intended to, and shall not in any way limit or quantify the liabilities and obligations Contractor assumes pursuant to this Agreement.

21. Limitation of Liability.

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 this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this 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 Court under this Agreement.

22. Limitation on Non-Domestic Work.

Contractor may not perform any portion(s) of the Services that would include Court data, information or materials; and and/all Court or Court-related materials, data, information, records, etc. outside the United States. Those portion(s) must remain in the United States at all times, regardless of whether such items are considered Confidential Information.

23. Miscellaneous Provisions; Interpretation.

23.1 Union Activities Restrictions. As required under Government Code Sections 16645-16649, Contractor shall not:

23.1.1. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;

23.1.2. Use the state's or Court's funds received under this Agreement to assist, promote, or deter union organizing; or

23.1.3. For any business conducted under this Agreement, use any property of the state or Court to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings.

If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the state's or Court's funds has been sought for these costs, and provide those records to the Attorney General upon request.

23.2 Special Provisions regarding Ownership of Results.

23.2.1. Special Provisions regarding Grant Funds. If this Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable and non-expendable personal property with a value of \$500 or more purchased with

Court funds shall vest, automatically and without further action of the parties, with the Court. If Contractor provides written certification to the Court that the property will continue to be used for grant-related purposes and the Court approves such certification in writing, the Court may permit title to all such property to remain with Contractor in accordance with the Court's written instructions. Contractor must await specific written instructions from the Project Manager regarding any transfer of title or disposition.

23.2.2. *Special Provisions regarding Ownership of Certain Equipment.* If Compensation under this Agreement is not through grant funding and this Agreement provides for the provision of equipment purchased or built with Court funds, title to any equipment purchased or built with Court funds shall vest in the Court immediately upon payment of the purchase price. Before delivery to the Court, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

23.3 Antitrust Claims. Contractor shall comply with the requirements of Government Code sections set out below.

23.3.1. 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 pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. (GC 4552)

23.3.2. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the 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. (GC 4553)

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

24. Modification.

No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit C-1, Scope of Work.

25. Notices.

Notices under this Agreement must be in writing and signed by an authorized representative of either party to this Agreement, providing formal notification. Notices may be delivered in person, via a reputable express carrier, by registered or certified mail (postage pre-paid), or by email. Notices may include but are not limited to anything related to terms and conditions and pricing. Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to the individual(s) listed below. Either party may change its address for receipt of notice by giving notice at any time to the other party in the manner permitted by this paragraph.

Court	AppleOne Employment Services
Bebe Cordova, CPPB Procurement Specialist II 700 Civic Center Dr. West Santa Ana, CA 92701 Phone: (949) 399-2223 Email: bcordova@occourts.org	Linda Madigan V.P. Government Solutions 16371 Beach Blvd., Suite 240 Huntington Beach, CA 92647 Phone: (714) 596-7780 Email: lmadigan@appleone.com

26. Prohibited Bids for End Product of this Agreement.

No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

27. Public Contract Code.

Effective March 24, 2011, Part 2.5 of the California Public Contract Code (§ 19201 – 19210), cited as the California Judicial Branch Contract Law, requires the Judicial Branch (including the Court) to comply with Public Contract Code parts that apply to state agencies and departments re: procurement of goods/services. The California Judicial Branch Contract Law applies to all contracts initially entered into or amended by Judicial Branch entities (including the Court) on or after October 1, 2011.

28. Scope of Work; Acceptance.

28.1 Scope of Work. Contractor will perform and complete all Work described in Exhibit C-1, Scope of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

28.2 Delivery. Contractor shall deliver to the Court the Deliverables in accordance with this Agreement.

28.3 Acceptance.

28.3.1. All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court's Project Manager will apply the acceptance criteria set forth in Exhibit C-1, Scope of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.

28.3.2. Project Manager shall use the Notice of Unacceptable Work (Exhibit E) to notify the Contractor.

28.3.3. If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 28 until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.

28.3.4. If or when Contractor does not provide service(s) as specified, the Court may provide or contract with others to provide the service(s), and the amount payable under the Agreement shall be reduced by the cost to Court of labor, material, overhead, and administration for such corrective action. Such action does not constitute an acceptable alternative to performance of the Work by the Contractor.

28.3.5. If the Court rejects any Services or Work Product 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 this Agreement or otherwise, and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request.

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

28.5 Non-Exclusivity. This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

29. Standard of Performance.

Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

29.1 Non-Infringement. Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.

29.2 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

29.3 Unless otherwise specified, the warranties set forth in this Section commence after Work has been approved and accepted by Court.

30. Survival.

Terms that will survive termination or expiration of this Agreement include, but are not limited to those that address Assignment, Audit Rights, Retention of Records, Confidentiality, Indemnification, Limitation of Liability and Warranties.

31. Termination.

31.1 Termination for Cause. Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods or services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue the Services not terminated hereunder.

31.2 Termination for Convenience.

31.2.1. Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten (10) days' Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

31.2.2. If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

31.3 Termination due to Fund Appropriation and Availability.

31.3.1. Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. 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.

31.3.2. Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

31.4 Termination due to Death, Permanent Incapacity. This entire Agreement will terminate immediately without further action of the parties upon the death or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

31.5 Effect of Termination and/or Expiration.

31.5.1. Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will

immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and Work product, and any and all intellectual property rights.

31.5.1.1. Contractor shall return to the Court any equipment purchased or built with Court funds, with costs incurred by Contractor being reimbursed by the Court.

31.5.2. Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

31.5.3. Upon the Expiration/Termination Date:

31.5.3.1. The Court shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.

31.5.3.2. Without prejudice to the Court, Contractor shall be released from performing Services.

31.5.3.3. At Court's request, Contractor will provide a termination assistance period as defined in Section 1. "Definitions."

32. Service and Delivery After Contract Expiration.

Notwithstanding anything to the contrary in Section 31, all Work Orders must be issued prior to the Expiration Date of the Agreement; however, completion of the Services may be after such Expiration Date (unless otherwise specifically stated in the Work Order), but must be as provided for in this Agreement and as specified in the Work Order. No amendment(s) to add services to any authorized Work Order(s) will be allowed after expiration of this Agreement.

33. Cancellation Rights.

The Court may also cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor's Services, and, proportionately, Contractor's compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the Court, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the Court, if terminated for reason of cause as defined in Section 31.1, Termination for Cause.

34. Time is of the Essence.

Time of performance is of the essence in the performance of services by Contractor under this Agreement.

35. Travel Guidelines.

Contractor's travel expenses are not reimbursable by the Court, unless expressly authorized by the Court in writing in advance. Any such authorized expenses shall be reimbursed at the Court's standard reimbursement rates.

36. Waiver; Severability.

36.1 Waiver of Rights. Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

36.2 Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

37. Qualification in California.

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

38. 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 PCC 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 JBE to enter into this Agreement pursuant to PCC 2203(c).

39. Public Agency Clause ("PIGGYBACKING").

This Agreement is a result of an open, competitive procurement, specifically Court RFP # 1312-004 (“RFP”), conducted in July 2014 – September 2015. 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.

Other California courts or any government agency located in the State of California can “piggyback” on this Agreement to utilize Contractor for Temporary Staffing Services. The pricing in this Agreement is only applicable to Court. Government entities within and outside of the California Judicial Branch of government are permitted to “piggyback” off of the terms and conditions of this Agreement; however, pricing may vary based on the government/agency type and may vary based on usage, features, etc. Each government entity is responsible for negotiating its own pricing with Contractor.

The Court assumes absolutely no liability or responsibility of any type or any fashion related to any court’s, or any other government agency’s, use of this Agreement, or such court’s/agency’s business relationship with Contractor. Each court or government agency electing to piggyback off of the terms and conditions of this Agreement shall be responsible for obtaining any approvals, review, etc. required by their governing procurement policies.

40. Entire Agreement.

- 40.1** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.
- 40.2** This Agreement was negotiated between the parties, and neither party “prepared” this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.
- 40.3** This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

END OF EXHIBIT A-1

EXHIBIT A-2: SUPPLEMENTAL TERMS AND CONDITIONS

1. **Risk of Loss or Damage to Work.**
Until the work is completed and accepted by the Court, the risk of loss or damage to equipment or products provided by the Contractor shall remain with Contractor. No damages or extras will be allowed for unforeseen difficulties or obstructions.
2. **Verification of Work Performed.**
The Contractor must furnish the Court with a written record that includes: a) location where work was performed; b) description of specific work; and c) time and materials required. The work performed by Contractor shall be subject to written acknowledgement and acceptance by the Court. The Contractor will obtain written acceptance from the Court prior to submission of an invoice and request for payment.
3. **Liens.**
Contractor shall discharge at once, and hold the Court harmless from, liens or stop notices that may be filed in connection with the work. The Court may withhold payment of funds from Contractor in an amount sufficient to discharge delinquent accounts of Contractor or any of Contractor's subcontractors for which liens on the Court's or County's property have been or can be filed or for which stop notices have been or can be filed. Contractor must furnish unconditional lien releases to the Court.
4. **Bonds.**
The Court may require written evidence of Contractor's ability to obtain from a reputable bond company required bonds. If requested, the Contractor may be asked to supply a fidelity bond covering the dishonest acts of employees or a performance bond covering the completion of work. Bond limits and reimbursement of expenses shall be determined by the Court.
5. **Prevailing Wages.**
As may be applicable, the Contract shall comply with all requirements of the Davis Bacon Act and all Related Acts (40 USC 276a; 29 CFR 1,3,5,6 and 7) and all related State, County, City and local acts, rules and regulations mandated prevailing wage requirements (e.g. Labor Code Sections 1720 through 1861; California Code of Regulations, Title 8, Sections 16000-16403) These citations are provided as reference only and not to be interpreted as all-inclusive. Contractor is responsible for all applicable Federal, State and local prevailing wage requirements whether referenced or not.
 - 5.1 Contractors and subcontractors on prime contracts in excess of \$ 1,000,000 are also required, pursuant to the Contract Work Hours and Safety Standard Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek.
 - 5.2 Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.
6. **Visit to Work Site.**
As may be applicable, Contractor shall make arrangements with the Court to visit the work site and arrange for access. Contractor is responsible to inform itself fully and shall assume the risk as to the physical conditions at the worksite, including as applicable: (a) the availability, location, and extent of storage areas and other facilities, including but not limited to, electrical and communication utilities; (b) necessary safety precautions and safeguards; (c) work to be performed by Contractor or others; and (d) 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.
7. **Access to Court Facilities.**
Contractor staff, approved by the Court to perform the Work, shall be granted access to Court facilities by the Facilities Administration department at the Court facility where work to be performed. Access may be granted in the form of building keys, automated access card, an escort, or any other means determined appropriate by the Court.
8. **Damage to Court Property.**
Contractor shall repair or replace, at the option of the Court's Project Manager, all damage to building, equipment, or furniture caused by its operations within two (2) Court working days after the incident. **EXCEPTION:** *Urgent repairs, as determined by the Court's Project Manager, shall be completed immediately.*

9. Guidelines for Contractor Conduct / Working in Court Facilities.

These guidelines for Contractor conduct are subject to revision and may be modified at any time. Contractor will be notified of modifications.

- 9.1 As may be applicable, the Contractor shall maintain the work site and perform the work in a manner that meets all legal requirements for the provision of a safe workplace. The Contractor will ensure that all work is performed in a safe and satisfactory manner, and that all work conforms to all regulatory and industry standards.
- 9.2 Upon completion of the work, Contractor shall remove all equipment and unused materials provided for the work, put the buildings and premises in a neat and clean condition, and do all other cleaning and washing as applicable. The Contractor shall be liable for damages arising out of injury to the Court's employees or its contractors during performance of the work, provided that the injury or damage was caused by the fault or negligence of the Contractor, or by its equipment or tools.
- 9.3 Work areas are to be free of all tools, trash, material packaging, etc., and any other discarded items at the end of each shift. Contractor shall not use Court trash containers for disposal of trash, material packaging, etc. attributed to Contractor. Contractor shall take all discarded items and materials at the end of each shift and dispose of properly.
- 9.4 If desk items are moved, in order to perform the Work, they must be returned to the same location (including chairs moved to access under desk space).
- 9.5 Contractor shall use caution when removing and installing ceiling tiles. Any damage resulting in mishandled ceiling tiles will be the responsibility of the Contractor to replace.
- 9.6 Contractor shall not remove any furniture or chairs from any office area, unless required in order to perform the Work. Any necessary relocation of furniture must be identified to the Court by the Contractor prior to the start of the Work. No furniture is to be moved without prior notice to the Court's Project Manager. At the completion of each shift, all furniture, chairs, etc., shall be returned to the same location.
- 9.7 Contractor shall not use any Court radio, stereo, or television. (Contractor's crew may furnish its own radio; however, volume must be kept at a low level, as judicial and administrative staffs often work after hours. Radio shall not be used during normal business hours)
- 9.8 Smoking is prohibited in all Court facilities, including any/all restrooms.
- 9.9 Contractor shall not use any restrooms in judicial chambers. Contractor may only use common area restrooms.
- 9.10 For security purposes, Contractor shall not allow any person(s) into the work area, or into any other Court Facility area. Contractor shall not open doors to allow person(s) access into the work area, or any other Court Facility area. As Contractor passes through doors, Contractor shall be sure to securely pull doors closed behind them. Contractor shall not allow person(s) to pass through a door along with them.
- 9.11 These guidelines for contractor conduct are not intended to replace any of the Agreement's terms and conditions. In regards to precedence, in case of any conflict between these guidelines and any other portion of the Agreement, these guidelines are inferior.

END OF EXHIBIT A-2

EXHIBIT B: PAYMENT PROVISIONS

1. **Contract Amount.**

The total amount the Court may pay to Contractor under this Agreement for performing all Work, as well as all Travel and Living Expenses and/or Reimbursable Expenses specified therein, shall not in any event exceed the Total Contract Value to Date specified on the cover sheet of this Agreement, Section 3, Contract Amount, or exceed the amount authorized under each Work Order or Amendment.

2. **Compensation.**

2.1 The Court shall compensate Contractor at the Billing Rate(s) set forth in Exhibit C-2, Pricing Schedule for Service provided and Work performed under this Agreement. The Billing Rate(s) are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to Contractor for Service provided and Work performed under the Agreement.

2.2 Contractor shall not request nor shall the Court consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

2.3 The Court shall pay Contractor in the manner specified below:

2.3.1. Each Work Order shall set forth the Billing Rate for the Assigned Personnel named in the Work Order. Pursuant to the Agreement, the Billing Rate includes the Salary Rate paid by Contractor to the Assigned Personnel for performing the Work set forth in the applicable Work Order and the Contractor Markup that is retained by Contractor as compensation for performing the Service set forth in the Agreement.

2.3.2. The Billing Rate applies to a normal workday of eight (8) hours.

2.3.3. Overtime: Contractor will pay the Assigned Personnel at the overtime rate of 1.5 times the applicable Salary Rate (time and a-half) for Work performed beyond the normal workday hours, including authorized travel time and weekends, or twice the applicable Salary Rate if double time is required by the California Industrial Welfare Commission Orders. If the Assigned Personnel is paid at the overtime rate of 1.5 (time and a-half), as required above, Contractor shall bill the Court at the rate of 1.3 times the Billing Rate set forth in the Work Order (1.3 x Billing Rate). If the Assigned Personnel is paid double time, as required above, Contractor shall bill the Court at the overtime rate of 1.8 times the Billing Rate set forth in the Work Order (1.8 x Billing Rate).

2.3.4. A four (4) hour minimum charge per day will be incurred once the Assigned Personnel reports for Work per the agreed upon work schedule between Court and Contractor. Court shall not be held responsible for paying Contractor for any non-scheduled and/or non-authorized work days and hours.

2.3.5. All billing for hours worked is subject to and regulated by state and federal laws.

2.3.6. The Billing Rate will become effective upon authorization of the Work Order and will remain in effect for the duration of the Work Order, unless the Court, at its sole discretion, elects to increase the Salary Rate of the Assigned Personnel via an amended or new Work Order.

2.3.7. Conversion Period and Conversion Fees: If the Court elects, within its discretion, to hire the Assigned Personnel after the Conversion Period set forth below or set forth in the authorized Work Order (whichever period of time is less), Contractor will not charge a Conversion Fee. If the Court elects to hire the Assigned Personnel prior to the completion of the Conversion Period, the parties will agree, in writing, to a Conversion Fee. The Conversion Period for this Agreement is sixty (60) Days from the original Start Date. The conditions of this provision will apply if the Court hires the Assigned Personnel as an independent contractor or as an employee of the Court.

3. First Day Guarantee.

The parties agree that the Court must be completely satisfied with the performance of the Assigned Personnel. If the Court is for any reason not satisfied with the performance of the Assigned Personnel on the first day that the Assigned Personnel reports to perform the Work set forth in the applicable Work Order, the Court may contact Contractor via electronic mail, telephone or facsimile, following up with a written notice within five (5) Days, and Contractor will remove the Assigned Personnel from the Assignment and credit the Court all charges and fees for the first day or any portion thereof.

4. Compensation for Allowable Expenses.

The Court shall reimburse Contractor as follows:

4.1 Travel: If travel is required, as set forth in the authorized Work Order, the Court will reimburse Contractor for the Assigned Personnel's approved travel expenses. Such travel expenses will be reimbursed in accordance with the Court's reimbursement rates.

4.2 Background Checks: The Court shall reimburse Contractor for the actual cost of background checks that are requested by the Court. Contractor shall include a copy of the receipt or invoice with its billing to the Court. The original shall be available upon request.

5. Taxes.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any Subcontractor's employees' wages. The Court will pay for any applicable State of California or local sales or use taxes on the Deliverables provided or Services rendered pursuant to this Agreement.

6. Invoicing Requirements.

6.1 Invoice Procedures:

After the Court has accepted Services and Work Product, Contractor will send one (1) original correct, itemized invoice for the accepted Services and Work Product to "Accounts Payable," at the address shown below.

Invoices are to be submitted in arrears for the services provided and within thirty (30) days of the accepted Work. Billing shall cover services not previously invoiced. Invoices must be received within thirty (30) calendar days of completed, approved, and accepted Work or Work Product.

6.2 Invoice Submittals:

Invoices should be submitted electronically via e-mail, in accordance with the following instructions:

6.2.1. Electronic Submittal of Invoices

Contractors may submit Invoices electronically (PDF version) to the Court Accounting Services email address: AccountingServices@occourts.org.

On the Subject Line of the e-mail, please reference Contractor Name, Invoice Number(s), Agreement Number, and Purchase Order Number.

Example:

Vendor Name – Invoice # _____ – Agreement # BC0002 – PO # 4300005537

6.3 Invoice Instructions:

Contractor will submit invoices on Contractor's standard printed bill form. Contractor will include all back up documentation and receipts associated with each invoices. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. Each invoice will include, at a minimum, the following:

1. Name and address of contractor
2. Preferred remittance address, if different from the mailing address
3. Contractor's federal taxpayer's ID number.
4. Agreement Number #BC0002
5. Purchase Order #4300005537
6. Unique invoice number
7. Name of Contractor Assigned Personnel

8. Associated Labor Hours
9. Bill Rate
10. Total invoiced amount
11. Court Project Manager
12. All other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed and the Work Product delivered.

Upon Court's request, Contractor shall provide an itemized list, as either part of the invoice or as an attachment, project related information and associated hours worked for each day worked.

7. Payment.

- 7.1 The Court will endeavor to pay invoices within forty-five (45) days after receipt of a correct, itemized invoice. In no event shall the Court be liable for interest or late charges for any late payments.
- 7.2 Payment shall be made by the Court to the Contractor at the address specified on the invoice.
- 7.3 The Court may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

8. Pricing / Bill Rate.

Hours shall be charged on the basis of actual time spent on each job and shall be computed to the nearest one quarter (1/4) hour.

- 8.1 Contractor is responsible for all travel and living expenses including but not limited to lodging, transportation (rental car, taxi, train, etc.), and meals and shall not be billed to the Court. Contractor personnel may submit mileage reimbursement claims for mileage in accordance with the Court mileage reimbursement policy.
- 8.2 Court will not pay relocation expenses.

9. Release of Claims.

The acceptance by the Contractor of its final payment due under this Agreement shall be and shall operate as a release to the State Entities, County of Orange, and the Court of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement (including every act and neglect of the Court), with the exception of any claims that are expressly identified by the Contractor as outstanding as of the date of Contractor's submission of Contractor's final application for payment. Contractor's failure to identify any such claims shall operate as a release of all claims.

END OF EXHIBIT B

EXHIBIT C-1: SCOPE OF WORK

1. Description of Services to be Provided.

1.1 General Requirements.

- 1.1.1. Contractor Personnel shall perform all Work in accordance with all contract terms and conditions. A Temporary Services Employee Agreement (Exhibit D-2) must be executed prior to the start date.
- 1.1.2. Unless otherwise agreed to by Court, Contractor Personnel shall perform all Work on Court premises.
- 1.1.3. Unless otherwise specified by Court, Contractor Personnel shall be available to work for a minimum of forty (40) hours/week (Sunday – Saturday).
- 1.1.4. Unless otherwise agreed to or specified by Court, work hours shall be from 8:00 a.m. to 5:00 p.m. each Court business day. Contractor Personnel shall take a one (1) hour lunch period and two (2) fifteen minute breaks.
- 1.1.5. Unless otherwise requested by Court, Contractor Personnel shall not work any Court holiday.
- 1.1.6. Contractor Personnel shall abide by all verbal and/or written Court policies, procedures, and expected conduct.

1.2 Recruitment and Retention.

- 1.2.1. Within five (5) business days of Court request, or as otherwise agreed to by Court, Contractor shall present for Court consideration a Court specified number of qualified Contractor Personnel candidates. Should Court request more than three (3) candidates for a specific temporary help position, Contractor may request a reasonable number of additional business days to present the Court specified number of candidates; agreement by Court shall not be unreasonably withheld. Court reserves the right to reject any and all candidates. As such, Court may subsequently request Contractor to provide additional candidates for consideration until the needs of the Court are met.
- 1.2.2. Contractor shall prescreen candidates to ensure all Contractor Personnel presented to Court satisfy the minimum classification qualifications associated with the Court specified classification. This shall include the ability to speak, read and write English at proficient levels and as related to their job duties.
- 1.2.3. All Contractor Personnel must pass a Court background check before performing work under this SOW; this may include a fingerprint check.
- 1.2.4. Court does not preclude any person, including Contractor Personnel, from applying for an employment opportunity with the Court. At Court's discretion, Court may hire any Contractor Personnel.
- 1.2.5. Contractor will inform all perspective candidates of Contractor's requirements and the perspective candidate's obligations if the candidate is selected to provide temporary services to the Court.

1.3 Court Responsibilities.

- 1.3.1. Court shall provide workspace at one of its Justice Centers for each Contractor Personnel retained.
- 1.3.2. Court shall provide a personal computer to be used to perform Court-related duties. Contractor Personnel must abide by all Court policies governing the use of computers.
- 1.3.3. Court shall provide all relevant policies, procedures and expected conduct in either verbal and/or written format.

1.4 Administrative Requirements.

- 1.4.1. Contractor shall require all Assigned Personnel to sign the Temporary Services Employee Agreement prior to accepting an Assignment to perform Work for the Court. Contractor shall provide one (1) original to the Court prior to the Assigned Personnel's Start Date.
- 1.4.2. Contractor shall inform all Assigned Personnel that: (1) said Assigned Personnel is not entitled to the provision of any State of California or Court employee benefit and (2) said Assigned Personnel is bound by the terms and conditions of this Agreement, and the Temporary Services Employee Agreement.

1.5 Termination of Assignment.

- 1.5.1. Contractor is responsible for informing the Assigned Personnel when an Assignment is terminated, whether for unsatisfactory performance or the end of the Assignment.
- 1.5.2. If the Assignment is terminated for unsatisfactory performance, Contractor shall: (i) contact the Assigned Personnel as directed by the Court and inform the Assigned Personnel that the Assignment has been terminated; (ii) arrange for next-day pick up of any badge, security card, material or data that the Assigned Personnel may have in their possession and its return to the Court; and (iii) arrange for pickup of any personal items left at the Court's premises on the following business day and return of such items to the Assigned Personnel.
- 1.5.3. When an Assignment is ended for other than unsatisfactory performance, the Court will, if it is reasonably able to do so, provide Contractor written notice five (5) Days prior to the date of termination. Upon such notice, Contractor shall: (i) inform the Assigned Personnel of the date that the Assignment will terminate; (ii) instruct the Assigned Personnel that any badge, security card, material or data that the Assigned Personnel may have in their possession must be returned to the Court on the last day of the Assignment; and (iii) request that the Assigned Personnel remove any personal items left at the Court's premises on the last day of the Assignment.

1.6 Replacement Personnel.

- 1.6.1. If the Court requests that Contractor remove Assigned Personnel, the Court may, at its sole option, request that Contractor provide a replacement candidate. If the Court makes such a request, Contractor shall submit a response to the Court's request as soon as practicable. Contractor's response will include resumes of the qualified candidates. In no event will Contractor require more than ten (10) business days to submit such a response, unless the parties have agreed to an extended time period.
- 1.6.2. If Contractor identifies a replacement candidate that meets the Court's requirements and the Court agrees, the Court may, at its sole option, either amend the original Work Order to reflect the change in Assigned Personnel or issue a new Work Order.
- 1.6.3. If the Court does not agree to a replacement candidate, the original Work Order will be terminated without liability to either party.

1.7 Reports.

Upon request, Contractor will provide, at no charge, a detailed staffing report that will include, at a minimum, the assigned Work Order number, the name of the Assigned Personnel, the unit or division in which the individual works or worked, the hiring manager and/or "Report To" person named on the Work Order, the original Start Date, the current End Date, and the applicable Billing Rate.

1.8 Assignment Request and Work Order Authorization.

- 1.8.1. The Project Manager, or a designated Court Representative, may request Contractor provide temporary personnel for an Assignment. The Court's request will include, but is not limited to: (i) a description of the type of service or work requested; (ii) the Start Date and End Date for the Assignment; (iii) the Work Location; (iv) the Work Schedule; (v) any certifications that may be required; (vi) any background checks that may be requested; (vii) the level of expertise and/or education required; (viii) any special conditions that may apply to the Assignment; and (ix) the name and telephone number of the party making the request.

- 1.8.2. If the Start Date is the same date as the Court's request or within three (3) Days of the Court's request, Contractor will immediately contact the party making the request and discuss potential candidates. If Contractor identifies a potential candidate that meets the Court's requirements and the contact named in the request agrees, a Work Order will be completed and authorized, pursuant to the terms of this Agreement, and the Assigned Personnel will begin to provide temporary services pursuant to the requirements of the Work Order and this Agreement.
- 1.8.3. If the Start Date is more than three (3) Days from the date of the Court's request, Contractor will submit a response to the Court's request as soon as practicable. In no event will Contractor submit a response after ten (10) business days, unless the parties have agreed to an extended time period. Contractor's response will include, at a minimum, (i) resumes for each candidate; (ii) the Billing Rate or the Billing, if applicable, and (iii) the if applicable, a Conversion Period. If Contractor identifies a potential candidate that meets the Court's requirements and the contact named in the request agrees, a Work Order will be authorized pursuant to the terms of this Agreement and the Assigned Personnel will begin to provide temporary services pursuant to the requirements of the Work Order and this Agreement. In no event will an Assigned Personnel begin to perform Work prior to an authorized Work Order.
- 1.8.4. The Court may occasionally refer a potential candidate for an Assignment. Contractor will interview the candidate and, at Contractor's sole discretion, Contractor may elect to submit a response to the Court's request that includes such candidate for consideration of the Assignment.
- 1.8.5. Upon completion of the selection process the Court Representative will either email or send a facsimile of the completed Work Order to Contractor. Contractor will indicate acceptance of the Work Order by either: (1) returning an email response to the Court indicating acceptance; or (2) sending a facsimile of the completed Work Order to the Court with a signature indicating Contractor's acceptance. Upon receipt of Contractor's acceptance, by the Court's Representative the Work Order is considered authorized.
- 1.8.6. Upon authorization of a Work Order, Contractor certifies that the Assigned Personnel has, prior to the Start Date: (1) executed a Temporary Employee Agreement, as required herein; (2) been informed that said Assigned Personnel is not entitled to the provision of any State of California or Court employee benefit and has been informed that said Assigned Personnel is bound by the terms and conditions of this Agreement.

2. General Classifications & Specifications.

- 2.1 **Administrative Analyst;**
- 2.2 **Administrative Assistant;**
- 2.3 **Data Entry Technician;**
- 2.4 **Office Assistant;**
- 2.5 **Office Specialist;**
- 2.6 **Store Clerk**

2.1 ADMINISTRATIVE ANALYST

Essential Functions:

Under general direction of a higher level administrative or executive manager, performs substantive and/or complex work in one or more functional areas that typically require specialized education and/or training.

Duties:

- Provides judicial leaders and executive management with accurate information, alternatives and recommendations by assembling and analyzing both current and historical operational data; identifying trends; providing forecasts; explaining processes and techniques; monitoring information and evaluating possible courses of actions and outcomes and developing plans to affect workflow and productivity.
- Guides planning and project management efforts by ensuring fiscal, strategic, operational and other applicable policies, procedures or laws are followed.
- Establishes, administers, and coordinates project controls by establishing and monitoring compliance with schedules; consolidating data from diverse resources for analysis and reporting of variances to ensure quality and cost controls.
- Researches and makes policy recommendations on special projects or highly visible issues by analyzing current practices; interpreting statistical data and routine progress reports; reviewing legislative changes; performing studies and comparative analyses.
- Prepares special management reports by compiling, evaluating, interpreting, and reporting on current and projected results of operational/financial/administrative activities.
- Knows and complies with federal, state, and Administrative Office of the Courts requirements by studying existing and new requirements; enforcing adherence to requirements; filing required reports; advising administration on necessary actions.
- Completes operational requirements by scheduling work; coordinating team efforts; following up on work results.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; monitoring legislation; establishing personal networks; participating in professional societies.
- Contributes to team effort by performing highly detailed work on multiple concurrent tasks under strict deadlines.
- Effectively represents the Presiding Judge or Chief Executive Officer in meetings with judges, staff and with other entities as delegated.

Knowledge and Abilities:

- Knowledge of:
 - Principles and standards required to provide professional-level analytical work in area of assignment such as: financial/fiscal analysis and reporting; development of administrative policies and procedures; analysis of existing and proposed legislation, legal standards and regulatory mandates; development and administration of contractual agreements; public financing; capital projects, court case management systems; and/or grant monitoring and administration.
- Ability to:
 - Research and gather relevant information from a variety of sources; comprehend complex written materials; analyze data, procedures, interrelated processes and other information; formulate conclusions, recommendations and/or alternatives.
 - Use work-related computer applications such as e-mail, word processing, spreadsheets and/or the Internet; synthesize ideas and information into well-organized and accurate documents such as reports and correspondence.
 - Communicate clearly and concisely to convey ideas and information to a variety of individuals and groups; effectively listen and elicit information; establish and maintain successful working relationships with judicial officers, staff, officials and the general public; sustain sufficient mental stamina to analyze

complex matters, formulate recommendations and alternatives, anticipate problems, and present ideas in a logical and convincing manner, often while under pressure.

Education and/or Experience:

This position requires at least two (2) years of experience directly related to the responsibilities listed above.

2.2 ADMINISTRATIVE ASSISTANT

Essential Functions:

Under general direction, provides secretarial and office services for one or more court officials, judicial officers or court managers; performs administrative tasks as requested; performs a range of work from basic clerical support to complex and highly responsible administrative work; and does other work as assigned.

Duties:

- Relieve judges and administrators of routine administrative duties which include maintaining calendars, scheduling meetings and conferences, and making travel arrangements.
- Prepares, types, and proofreads documents (e.g., correspondence, memoranda, reports, forms, spreadsheets, charts, or other graphic representations of information) from instruction, drafts, dictation, or transcripts; performs clerical duties such as: filing, copying, assembling reports/documents, and processing mail; operates a computer and a variety of other office equipment; develops and maintains office filing systems, records, and forms.
- Answers incoming calls, directs callers and visitors, takes messages, and personally assisting the caller where possible; collects, compiles, verifies, and presents data for statistical studies and reports; prepares agendas and minutes for various committees and meetings; trains new administrative assistants and other support staff as needed.

At higher levels, positions are delegated broader administrative duties such as:

- Reviews mail, prioritizes items, and refers items to appropriate staff for disposition; composes basic correspondence for signature based on general guidelines; has special project responsibility requiring independent judgment, analysis or organizational awareness.
- Attends staff and/or committee meetings; takes minutes; identifies action items; follows up with appropriate staff; reviews meeting minutes, memos and correspondence and highlights action items and those of particular pertinence to supported court/division; reviews journals or periodicals and highlights items of particular pertinence to supported court/division; is entrusted with handling sensitive confidential information appropriately.
- Demonstrated proficiency (intermediate to advanced level) in the following applications as required by assignment: Outlook, Excel, MS Word, Power Point, Windows 7

Knowledge and Abilities:

- Knowledge of:
 - Modern office practices and procedures, including filing methods and systems, and the operation of electronic office equipment, including a personal computer.
 - Principles of writing and grammar for business correspondence, including correct spelling and proper word usage, punctuation, and sentence structure.
 - Basic business mathematics, public contact techniques; office protocol and business etiquette.
- Ability to:
 - Learn, interpret, and apply administrative and departmental policies, laws, and rules with particular reference to the activities of the Superior Court.
 - Meet the public in person and on the phone in situations requiring tact, diplomacy, and poise. Take responsibility and use good judgment in recognizing scope of authority.
 - Understand and follow general directions, both oral and written. Use excellent judgment, logic, and analytical skills in the performance of duties.
 - Use hands and wrists repetitively to keyboard and take notes. Use personal computer including applications such as word processing, electronic mail, internet, legal research, spreadsheets, graphic presentations, court case management system, etc.
 - Hear well enough to understand others on the telephone and in person, often with competing background noise such as in meetings while taking minutes.

- Establish and maintain effective working relationships with judicial officers, public officials, managers, co-workers, and others. Work cooperatively under time constraints and exacting professional and legal standards.

Education and/or Experience:

This position requires a minimum of two (2) years of secretarial or three (3) years of general office experience.

2.3 DATA ENTRY TECHNICIAN

Essential Functions:

Under supervision, to input data from a variety of source documents; to verify accuracy of input; and to do other work as required.

Duties:

- As a continuing primary responsibility, uses a keyboard or data entry terminal to enter alpha and numeric data.
- Reviews documents for completeness, accuracy and consistency with procedures prior to entry; returns incomplete or inaccurate documents to originator or supervisor for correction.
- Extracts data from documents and codes for entry; identifies, clears, matches and retrieves data; batches and routes documents; maintains workload statistics; generates reports, charts and graphs; operates peripheral equipment such as scanners, printers, modems and disk drives.
- May act as lead worker for employees in same or lower level classes; may assist in training new workers.

Knowledge and Abilities:

- Knowledge of:
 - Data entry terminology and equipment.
- Ability to:
 - Key data at a rate acceptable for position requirements. Enter, query and generate a wide range of information from a variety of data sources. Review and verify documents. Memorize and use information codes.
 - Review and verify documents for completeness, accuracy and consistency with procedures. Understand and follow oral and written directions.
 - Understand the procedures and regulations governing the area of assignment, and the terminology and documents used; and apply that knowledge to the specific operations of the office.
 - Operate and maintain automated data entry equipment, tapes, disks.

Education and/or Experience:

This position requires one (1) year of experience in the use of automated data processing equipment.

2.4 OFFICE ASSISTANT

Essential Functions:

Under supervision, to perform a variety of moderately difficult office tasks; and to do other work as required.

Duties:

- Process documents or materials including sorting, collating, batching, labeling, reproducing, routing, and stocking supplies; maintain records, logs, files and other forms of information.
- Locate, extract, summarize, record and update information; may compose simple correspondence such as electronic mail notices, letters or memos.
- Review documents to verify accuracy and completeness; gather and organize information from a variety of sources; proofread or review documents to verify accuracy and completeness.
- Answer phones and/or assist the public or others including taking messages, responding to questions or requests for assistance, screening and referring to sources of information, providing forms and explaining procedures for completion, and providing factual information.
- Prepare bills, orders, notes, receipts, permits, licenses; perform basic arithmetic operations; receive fees when the amount is readily obtainable by simple computations, or from fixed schedules; post data, keep records, and prepare statistical or other types of reports in accordance with predetermined forms and procedures.
- Use a keyboard to perform simple typing of memos, cards, form letters and other standardized documents, access and retrieve information from automated systems; operate other standard office machines and equipment.
- Provide support services to one or more employees, including such tasks as scheduling appointments and meetings, maintaining calendars and screening mail.

Knowledge and Abilities:

- Knowledge of:
 - Modern office practices and procedures, including filing and operating office equipment including computers, fundamental principles of writing and grammar.
- Ability to:
 - Perform a broad range of tasks such as those described in the examples of duties.
 - Learn the procedures and regulations governing the area of assignment, and the terminology and documents used; and apply that knowledge to the specific operations of the office.
 - Understand and follow oral and written directions; effectively communicate orally, accurately receiving and transmitting information; establish and maintain cooperative relations with the public and others.
 - Spell and punctuate correctly, compose simple documents, proofread for accuracy to identify omissions and errors.
 - Perform basic arithmetic computations, compile and calculate statistics within specific guidelines.
 - Learn to operate and use a variety of office equipment including computer applications used in assigned area.
 - Keyboarding skill may be required at the time of hire for certain assignments.
 - Speak, understand, read and/or write a second language in addition to English may be required for some assignments.

Education and/or Experience:

One (1) year of office experience is required.

2.5 OFFICE SPECIALIST

Essential Functions:

Under general supervision, to perform difficult and responsible office work in a specialized assignment; and to do other work as required.

Duties:

- As a continuing primary responsibility, perform complex office work involving the analysis of a variety of source materials and a thorough understanding of policies, procedures, terminology and various applicable regulations in order to obtain necessary data.
- Answer questions that involve searching for and abstracting technical data and detailed explanations of regulations, policies or procedures and refer to immediate supervisor only matters requiring policy decisions.
- May compile a variety of narrative and statistical reports by locating sources of information, devising forms to secure data and determining proper format for finished report.
- May interact with the public or others in difficult situations which require obtaining necessary information in order to gain cooperation.
- In addition to the primary responsibilities, may perform a variety of keyboarding duties including typing, entry, manipulation, retrieval of information, and other general office duties.
- May act as lead worker for employees in the same or lower level classes: assist in training new employees; act for supervisor in his or her absence.

Knowledge and Abilities:

- Knowledge of:
 - Modern office practices and procedures, including filing methods and systems and the operation of office equipment.
 - Principles of writing and grammar, including correct spelling and proper word usage, punctuation and sentence structure.
 - Methods and procedures of a particular office may be required for some assignments.
- Ability to:
 - Perform difficult office work requiring independent judgment, accuracy and speed.
 - Understand, interpret and apply complex procedures, regulations and directions in order to process or to verify the accuracy of information or documents.
 - Identify and extract information from a variety of sources; use a high degree of discretion in determining the appropriate method and specific steps for processing work.
 - Clearly and effectively communicate with the public or others in situations requiring the use of persuasion, interviewing techniques and other advanced interpersonal skills.
 - Prepare clear and comprehensive reports and keep difficult records.
 - Learn to operate and use a variety of electronic and automated office machines and equipment.
 - Speak, understand, read and/or write a second language in addition to English may be required for some assignments.

Education and/or Experience:

Three years of experience which would have developed the knowledge and abilities listed above is required.

2.6 STORE CLERK

Essential Functions:

Under general supervision this position receives, stores, and issues a variety of office supplies, forms, and equipment; maintains records of items received and issued; and does other work as required.

Duties:

- Operates a small departmental storeroom including ordering items to maintain stock levels or as requested by authorized persons.
- Receives supplies, forms and equipment, checking for damage and quantity against invoices, purchase orders or freight bills: accepts delivery; stores supplies; keeps storeroom in clean and orderly condition.
- Fills supply requisitions from stock; notes and orders items that are low in stock; maintains records of items received and issued including posting of perpetual inventory; participates in taking periodic physical inventory: calculates charges against department accounts.
- May type supply requisitions and inventory cards; may operate a calculator; may order supplies directly from vendors and prepare purchase orders.
- May exercise lead supervision over the work of other employees.

Knowledge and Abilities:

- Knowledge of:
 - The receiving, storing, and issuing of a variety of supplies and materials.
 - Storekeeping office services procedures such as filing, maintaining records or invoices of items received and issued, and perpetual inventory.
 - Principles of writing and grammar for business correspondence, including correct spelling and proper word usage, punctuation and sentence structure.
 - Basic business mathematics.
 - Basic skill in typing may be required for some positions.
- Ability to:
 - Maintain accurate storekeeping records, files, indexes and inventories.
 - Maintain and organize efficient storage layout of a storeroom.
 - Follow established office services procedures and learn the specific operations of the department and County supply system.
 - Perform simple arithmetic computations, add, subtract, multiply and divide several units of measure.
 - Communicate clearly, orally and in writing, to order supplies and resolve discrepancies.
 - Remember and apply rules, procedures, codes and other detailed information.
 - Accurately process detailed alphabetical and numerical information.
 - See well enough to read legal documents, written correspondence and computer screens.
 - Hear well enough to understand and respond to directions and inquiries in person and on the telephone often with competing background noises.
 - Use hands and arms repetitively for prolonged periods in order to perform writing, filing, and lifting.
 - Safely lift and move objects over 50 pounds with frequent lifting and carrying of objects weighing over 25 pounds.
 - Ascend and descend ladders, scaffolding, poles, and the like using feet and legs, hands and arms.
 - Often move quickly and easily including the ability to crawl, stoop, or bend.

Education and/or Experience:

Six months office experience which demonstrates the application of those knowledge and abilities listed above is required.

3. Finance/Accounting Classifications & Specifications.

- 3.1 Accountant;**
- 3.2 Accounting Specialist;**
- 3.3 Collection Specialist;**
- 3.4 Financial Services Manager;**
- 3.5 Procurement Specialist;**
- 3.6 Senior Accountant;**
- 3.7 Senior Accounting Assistant**

3.1 ACCOUNTANT

Essential Functions:

Accountant positions gain practical experience applying the laws, rules, regulations, procedures and techniques relating to accounting and learn the special regulations and procedures applying to governmental accounting in California; prepares journal entries and assists in the preparation of a variety of analytical accounting, statistical and narrative reports; may supervise the work of clerical staff.

Duties:

- Conducts audits and accounting studies of departments, observing inventory procedures, taking test counts and seeing that inventory procedures are followed; reviews prior audits, operating policies, procedures and applicable legal requirements; examines and analyzes accounting records and systems; prepares reports on findings and analyses of recommendations; performs the less difficult audits of departments; assists with larger or more difficult audits; verifies the accuracy and effectiveness of accounting records and transactions; determines if expenditures have been made according to contractual requirements and authorized procedures.
- Performs month-end and year-end responsibilities as required to ensure accuracy of financial data.
- Performs reconciliation of Courts Balance Sheet, Revenue and Expenditure Accounts for all Trial Court Funds; reviews, analyzes and researches discrepancies arose from the reconciliation.
- Assists in the preparation of quarterly and annually financial statements and reports.
- Assists in the preparation of budgets, including assembling, reviewing and evaluation of supporting accounting and statistical data.
- Assists departments in preparing grant claims, in identifying and documenting State mandated costs for various program and revenue losses where the Court is able to obtain reimbursement.
- Assists in the development of information used to recover costs for services provided by departments; assists in the operation of the central cost accounting system of the Courts.

Knowledge and Abilities:

- Knowledge of:
 - Accounting and business law terminology, cost accounting methodology, the significance of the accounting cycle and the interrelationship of data contained in various accounts, the principles and functions of management as they apply to financial operations, and the principles and methods involved in implementing and maintaining financial internal controls.
 - Accounting procedures and transactions used in controlling subsidiary accounts, accruals, deferrals and estimated items, sales, receivables and payables, closing the books and the principles and procedures used in the preparation of financial statements and bank reconciliations.
 - The methods and procedures involved in conducting audits of accounts and financial records of large organizations, including the uses of audit work paper techniques.
 - Mathematical techniques and concepts involved in collecting, organizing, interpreting, summarizing, analyzing and graphically presenting numerical data including statistical sampling techniques and flow charting methods.
 - Electronic data processing techniques related to accounting and auditing procedures and practices.
- Ability to:
 - Analyze data, define problem areas, draw logical conclusions, and analyze situations accurately and adopt an effective course of action.
 - Communicate effectively both orally and in writing including preparing comprehensive, clear and concise accounting and auditing reports and financial statements.
 - Apply knowledge of mathematics in computing percentages, discounts, interest, profit and loss and other calculations performed in a financial operation.
 - Understand and apply the principles, laws and procedures involved in the Court's auditing and accounting functions, and interpret and apply legal and administrative concepts to agency/departmental and general accounting systems and budget administration.

- Coordinate and functionally supervise clerical staff engaged in fiscal record keeping, plan, organize and direct a small audit program, and establish effective working relationships within the employing agency/department and with other agencies/departments.

Education and/or Experience:

Graduation from college with a BA or BS degree in accounting, business or public administration, economics or a related specialized field OR one (1) year of professional accounting and/or auditing experience is required.

3.2 ACCOUNTING SPECIALIST

Essential Functions:

Under limited supervision, incumbents perform a variety of specialized and responsible duties related to the maintenance and review of fiscal, financial and statistical records; and to do other work as required.

Duties:

- Maintains ledgers, journals, logs, files and other accounting records; extracts, posts, adjusts and reconciles entries from supporting documents and records; classifies and codes accounting documents for proper distribution of expenditures into accounts, responsibility centers projects or other categories.
- Performs a variety of mathematical calculations; compute charges, interest, penalties, refunds and other financial data, verifies totals and extensions; calculates totals and balances accounting documents to ledgers, control totals and other documents; recommends and/or processes penalty cancellations and refunds.
- Monitors revenues, expenditures and appropriations to ensure compliance with established requirements, verifies accurate distribution of revenue and costs or for other control.
- Reviews and compares accounting documents such as invoices, requisitions, purchase orders, bills, warrants, claims and other documents for consistency, accuracy and adherence to standard procedural requirements; verifies totals and availability of funds before processing; contacts others to resolve discrepancies and/or obtain clarifying data.
- Interpret regulations, procedures and contractual or other legal requirements for the purpose of determining the appropriate procedure/regulation or formula to apply; resolves routine problems without assistance; performs research to resolve errors or identify payments; refers the more difficult problems to the higher level.
- Prepares a variety of accounting documents including statements, delinquency notices, purchase orders, requisitions and requests for warrant; prepares periodic and special statistical and financial reports; assembles, sorts and tabulates data for inclusion in reports.
- Interfaces with the public, vendors and/or other agencies/departments to provide and/or exchange information or explain procedures; may advise others on the accounting records maintained.
- Prepares payroll documents and related personnel documents; checks and adjusts attendance records and time sheets; calculates or checks gross pay, overtime and other supplemental pay and pay adjustments.
- Maintains fixed asset records, including recording, monitoring, designating items appropriate for fixed asset status or surplus and monitoring status/location of equipment; maintains equipment service records including monitoring of service contracts.
- Sorts and lists warrants; balances to disbursement figure; cancels warrants; checks warrants for fraudulent or improper endorsement or other discrepancies.
- Acts as control for petty cash or revolving funds; reconciles petty cash or revolving fund accounts; issues funds, food stamps or other items with monetary value; receives fees and issues receipts; adjusts amounts of checks within established limits; balances collections and disbursements; prepares and balances bank deposits and/or transports money for deposit.
- May key a variety of accounting documents, memos, letters, statistical reports or other reports incidental to the performance of the general accounting duties, may have responsibility for inventory, ordering, receipt and distribution of office supplies.
- Receive cash or checks for various types of Court forms, documents and services; operates cash register. Will operate adding machines, calculators and other office equipment. May operate automated accounting systems to perform general accounting duties including entering and accessing data, changing data and basic manipulation of data; may review and correct computer error reports.
- Performs incidental office support work in connection with the accounting duties assigned.
- May perform in a lead role over lower level or peer positions; may provide training to other staff; may act in the supervisor's absence.

Knowledge and Abilities:

- Knowledge of:
 - Modern practices, procedures, techniques and terminology related to the processing and recording of accounting transactions or statistical information.
 - Basic principles of business mathematics, basic recordkeeping methods. Methods of handling, recording and controlling monies received and disbursed may be required for some assignments.
 - Payroll practices and procedures, including FLSA requirements may be required for some assignments. Basic electronic data processing applications may be required for some assignments.
- Ability to:
 - Understand transactions in terms of accounting codes and classifications; determine proper accounting codes and classifications for transactions.
 - Reconcile differences within the recordkeeping system using mathematical skills and understanding of the recordkeeping system and related transactions; recognize and correct computational errors; accurately compare, post and transfer numbers.
 - Understand the relationships among accounting or statistical records and documents. Make arithmetical computations rapidly and accurately using the four basic mathematical functions.
 - Read, understand and follow written and oral instructions. Use computer printouts and prepare data in proper format for data entry may be required for some assignments.
 - Understand and maintain financial/accounting files or other record systems; prepare routine and special financial reports.
 - Communicate effectively by phone or in person with the public and staff in other agencies/departments; establish and maintain effective working relationships with others.
 - Operate typewriters, cash register and automated equipment may be required for some assignments, and learn Court and County accounting systems.
 - Interpret and apply a variety of regulations, procedures and legal requirements; perform research to resolve problems and correct errors.

3.3 COLLECTION SPECIALIST

Essential Functions:

Under general supervision, prepares payment plans and collects monies owed the Court and other agencies for fines and fees levied by the Court; and performs related duties as required.

Duties:

- Interviews debtors to the court to determine ability to pay court fines and fees; collects information from debtors on assets, income and monthly expenses; prepares payment schedules.
- Counsels debtors on the importance of making payments on time and consequences of failure to pay.
- Accesses data bases to verify identity of debtors and addresses prior to referring failure to pay cases for collection; refers failure to pay cases to Franchise Tax Board for further enforcement action.
- Manages a caseload of collection accounts; establishes debtor account records to determine delinquent balances, evaluates payment history and verifies information pertinent to the collection of fees, fines (e.g., address, employment, earnings/assets, and bank records); examines changes in financial status; establishes and implements course of action to collect monies owed.
- Contacts debtors to modify payment schedule, update case records or explain legal obligations, penalties for and consequences of non-payment and procedures related to payment of account.
- Analyzes accounts to provide payment and fee/penalty information and to determine the need for payment plan modification; updates manual and/or automated case files; prepares routine correspondence and reports.
- May collect and receive money as payment on account.
- May serve as lead-worker and/or assist in training new collections staff.

Knowledge and Abilities:

- Knowledge of:
 - Accounting and auditing principles and terminology as they apply to the accounting cycle, accounting records, classification of accounts, cost accounting, fund accounting, budget process, appropriation and encumbrance control, accounting for inventory, preparation of financial statements and bank reconciliations.
 - Accounting and auditing techniques including application to controlling and subsidiary accounts, reconciliation of accounts, financial internal controls, accruals, deferrals and estimated items, sales and collection transactions, the closing process, receivables, payables and correction of errors.
 - Financial auditing standards and procedures, including audit work paper techniques may be required for some assignments.
 - Electronic Data Processing and auditing techniques related to accounting procedures and practices may be required for some assignments.
 - The principles and practices of management relating to planning and organizing work and training, evaluating and supervising subordinates; the techniques used in statistical sampling and flow charting.
 - Microcomputer software and applications related to accounting and financial reporting, business law, and Federal, State and County laws and regulations relating to governmental accounting.
- Ability to:
 - Remember and apply laws, rules, procedures, and other detailed information.
 - Demonstrate good judgment and discretion in making decisions relating to court collections matters such as fines, fees, bail, arrest warrants, payment schedules, and other court orders.
 - Learn court methods, procedures, rules, legal terminology, and court case management systems.
 - Read and understand correspondence and forms and learn to interpret legal procedures, documents and court requirements for attorneys, law enforcement personnel, and the public.
 - Communicate clearly and work cooperatively with the public (including debtors), co-workers, supervisors, law enforcement personnel, judicial officers, and others while under pressure and/or in situations requiring persuasion, tact, and interpersonal skills.

- Conduct interviews under sometimes difficult conditions.
- Interpret and apply financial assessment data and court procedures involved in the collection of accounts.
- Establish and maintain accurate records and accounts.
- Demonstrate proficiency in a language other than English may be required for some assignments.
- See well enough to read legal documents, written correspondence and computer screens; hear well enough to understand and respond to directions and inquiries in person and on the telephone often with competing background noises.
- Use computer work stations to quickly locate information and accurately input, update, and maintain automated court records.

Education and/or Experience:

This position requires two (2) years of experience in credit and collections work; interviewing and evaluating financial information; processing legal documents in a court; or office support.

3.4 FINANCIAL SERVICES MANAGER

Essential Functions:

Under general direction, positions in this series direct and manage substantive and/or complex administrative, financial or other business management activities typically requiring specialized education and/or training. Incumbents are responsible for managing a major administrative or business related program supporting court-wide operations. Emphasis and breadth of the position will depend upon the incumbent's area(s) of specialization.

Duties:

- Provides judicial leaders and executive management with accurate financial information and recommendations by continuously monitoring and evaluating the efficiency and effectiveness financial and business related services; identifying cost-effective approaches; establishing and assuring the use of internal financial system controls; and ensuring compliance with state, federal laws, rules and regulations.
- Accomplishes the Court's financial mission by effectively acquiring and administering human, financial, material and information resources; selecting, training, motivating and evaluating subordinate personnel; ensuring efficient and cost-effective development and utilization of management information systems and other technological resources to meet the Court's needs.
- Leads confidently by taking personal responsibility for decisions and actions and by designing and implementing strategies that maximize employee potential and fostering high ethical standards to meet the Court's vision, mission and goals.
- Leads change by displaying a high level of initiative, effort and commitment to achieving Court goals and objectives; being proactive and achievement-oriented; being self-motivated; pursuing self-development and development in others; seeking feedback from others and opportunities to master new knowledge.
- Reengineers business process and improves program effectiveness by proposing and implementing change initiatives to improve efficiency, streamline operations and meet current and future business needs.
- Promotes sound accounting and financial practices and principles of contemporary leadership by integrating new ideas and contemporary approaches to problem solving.

Knowledge and Abilities:

- Knowledge of:
 - Operational characteristics, services and activities of the assigned program; organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
 - Accounting and auditing theory, principles and practices and their application to a wide variety of financial transactions and problems with particular emphasis on governmental accounting practices; manual and automated financial management systems; advanced principles and practices of governmental budget preparation and administration, purchasing and government contract administration.
 - Principles of supervision, training and performance management; and pertinent federal, state and local laws, codes and regulations.
- Ability to:
 - Plan, organize, direct and coordinate the work of management, supervisory, professional and technical personnel; delegate authority and responsibility; select, supervise, train and evaluate staff; provide administrative and professional leadership and direction.
 - Analyze problems, identify solutions and formulate effective conclusions, recommendations and/or alternatives.
 - Prepare and administer large and complex budgets; research, analyze and evaluate new service delivery methods, procedures and techniques; interpret and apply federal, state and local policies, procedures, laws and regulations.
 - Synthesize ideas and information into well-organized and accurate documents such as reports and correspondence; communicate clearly and concisely to convey ideas and information to a variety of

individuals and groups; effectively listen and elicit information; establish and maintain successful working relationships with judicial officers, staff, officials and the general public.

- Sustain sufficient mental stamina to analyze complex matters, formulate recommendations and alternatives, anticipate problems, and present ideas in a logical and convincing manner, often while under pressure.
- Effectively use work-related computer applications; use a Court-approved means of transportation to travel to and from meetings may be required for some positions.

Education and/or Experience:

This position requires at least three (3) years of progressively responsible experience directly related to the area of assignment.

3.5 PROCUREMENT SPECIALIST

Essential Functions:

Under supervision, purchases a variety of materials, supplies, equipment from established contracts, solicits bids and negotiates prices, prepares contracts for less complex purchases, and does other work as required.

Duties:

- Administers contracts for goods, equipment and services; processes contract amendments, extensions, termination and renegotiation; insures contract terms are met; assists staff resolve disputes with vendors; negotiates price as appropriate.
- Receives purchase requests for supplies, equipment and services; researches and negotiates price among multiple vendors; utilizes existing contract to process purchase; issues purchase order.
- Writes solicitations for bid (Request for Proposal, Request for Quotation, Invitations for Bid) depending upon service/item procured for less complex purchases; reviews bidder evaluation criteria; coordinates bid conference, selection committee and analysis of bids.
- Reviews bids for correctness, price and acceptability of items with respect to specifications; makes determination of awards; tabulates bidder ratings; insures proper rating procedures are followed; notifies bidders of results; prepares justification documents in response to bid appeals.
- Prepares contract documents using standard contract provisions; modifies standard language and terms consistent with establishes policies; refers issues that are exceptions to policy to higher level staff or manager; writes final contract; obtains any necessary reviews by Contracts Officer, Counsel, Chief Executive Officer and Chief Financial Officer; executes contract. Coordinates between vendor and Court staff to answer questions; determine size, quantity, product features and other information necessary to process purchases; establishes good working relationships with both vendors and Court staff.
- Maintains and processes insurance certificates; license renewals and other information necessary to comply with contracts.

Knowledge and Abilities:

- Knowledge of:
 - General office practices.
 - English grammar, spelling and punctuation used in business written and oral communication.
 - Modern office equipment use including personal computer and word processing software.
 - Public sector purchasing process.
 - Accounting and budgetary controls, statistical analysis and market research techniques.
 - Use of electronic data processing systems, equipment and procedures.
- Ability to:
 - Plan, coordinate, and initiate actions necessary to assist the Court process, negotiate, and administer contracts.
 - Establish effective working relationships with outside agencies and outside contractors; mediate and resolve problems to expedite contract implementation.
 - Communicate effectively in writing using Standard English.
 - Communicate and interact with the public, vendors and personnel at all organizational levels; function in stressful situations requiring negotiations and/or persuasion.
 - Collect, interpret and evaluate data, validate conclusions, define and select alternatives, plan, coordinate and initiate action necessary to implement recommendations or decisions.
 - Initiate, plan and complete work assignments with a minimum amount of direction and control.

Education and/or Experience:

This position requires three (3) years of experience performing office duties such as purchasing, accounts payable, ordering supplies, processing invoices and customer services.

SENIOR ACCOUNTANT

Essential Functions:

Under direction, and depending on assignment, to supervise and perform complex accounting work; to prepare a variety of accounting, statistical and narrative reports; to supervise accounting operations or evaluate accounting and/or operating systems and procedures and management policies; to supervise financial and/or operational audits of Court departments, districts and outside contractors and lessees; to prepare audit reports with constructive recommendations based upon findings; and to do other work as required.

Duties:

- Supervises and prepares a variety of detailed analytical accounting, statistical and narrative reports such as adjusting and closing entries, financial statements and opinions and recommendations based on data.
- Supervises examination of records and systems; recommends operating policies and procedures to verify accuracy and effectiveness of accounting records and operating policies and procedures of departments under study.
- May supervise subordinate professional and clerical personnel; organizes, assigns and reviews work; assists in training new employees and evaluates performance.
- Reviews, analyzes and recommends improvements on fiscal operations of a department or unit of the Auditor, including accounting systems, records and procedures; recommends and implements changes to meet departmental and legal requirements; analyzes accounting records in preparing the budget; assists in the preparation of the annual budget.
- Performs analysis of complex accounting, fiscal, and/or budgetary problems such as interpretation and application of generally accepted accounting principles, implementation of claiming or cost accounting guidelines, and reconciliation of data; and recommends solutions to these problems.
- Supervises and conducts operational and financial audits and accounting studies of Court departments and districts and audits records of outside contractors and lessees of Court property; determines the scope and approach to audits; plans audit procedures and assigns segments of audits to subordinates; prepares audit and special reports with recommendations and findings.
- May participate in management and professional training to enhance planning, supervisory and management skills as applied to complex accounting and auditing work.
- May attend training in various microcomputer software packages for the purpose of valuating utility, developing specific microcomputer applications to be used by others, or personally performing work assignments.

Knowledge and Abilities:

- Knowledge of:
 - Accounting and auditing principles and terminology as they apply to the accounting cycle, accounting records, classification of accounts, cost accounting, fund accounting, budget process, appropriation and encumbrance control, accounting for inventory, preparation of financial statements and bank reconciliations.
 - Accounting and auditing techniques including application to controlling and subsidiary accounts, reconciliation of accounts, financial internal controls, accruals, deferrals and estimated items, sales and collection transactions, the closing process, receivables, payables and correction of errors.
 - Financial auditing standards and procedures, including audit work paper techniques may be required for some assignments.
 - Electronic Data Processing and auditing techniques related to accounting procedures and practices may be required for some assignments.
 - The principles and practices of management relating to planning and organizing work and training, evaluating and supervising subordinates; the techniques used in statistical sampling and flow charting.
 - Microcomputer software and applications related to accounting and financial reporting, business law, and Federal, State and County laws and regulations relating to governmental accounting.

- Ability to:
 - Analyze data; define problem areas; perform and supervise the collection, analysis, interpretation and evaluation of relevant problem solving data and recommend effective courses of action.
 - Maintain fiscal records; prepare, review and edit comprehensive, clear, concise and complex accounting and auditing statistical reports and financial statements.
 - Communicate effectively, both orally and in writing; establish and maintain cooperative relationships.
 - Train, supervise and evaluate the work of professional, technical and clerical subordinates.
 - Apply laws and administrative policies to departmental and general Court accounting systems and budget administration.
 - Independently plan, organize and direct an audit program under minimal supervision may be required for some assignments.
 - Accurately analyze situations or data and recommend an effective course of action.

Education and/or Experience:

This position requires graduation from a college with a BA degree in accounting or closely related field and two (2) years of professional accounting and/or auditing experience, which demonstrates possession of the knowledge and abilities listed.

3.6 SENIOR ACCOUNTING ASSISTANT

Essential Functions:

Under supervision, to perform a variety of accounting duties related to the maintenance and review of fiscal, financial and statistical records; and to do other work as required.

Duties:

- Works under minimal supervision to perform a wide variety of technical/complex financial/accounting duties requiring the application of very broad and complex specialized knowledge.
- Prepares, processes and reviews complex fiscal and financial records, statements and transactions involving a broad range of accounting documents and details; summarizes and consolidates records and assimilates into reports or permanent records; may prepare claims for reimbursement from other agencies.
- Researches and resolves a variety of difficult problems independently through review of a variety of records; exercises initiative in anticipating or identifying problems or errors and following up to resolve; forecasts impact of potential actions/decisions.
- Interprets a wide variety of complex policies, procedures, regulations, contracts and agreements to determine their provisions and regularly applies them to widely varied and/or difficult circumstances.
- Makes decisions in a variety of areas within established limits; acts as control and designated signature authority for accounting documents and records.
- Reviews, checks and computes work done by others; serves as a resource to staff and acts as an expert on the accounting system(s) used; performs final review of purchase orders, claims, payroll and other accounting documents, including review of documents prepared in other departments.
- Interfaces with others in an advisory role in areas within their area of expertise; provides complex information or explanation of complex accounting systems or procedures.
- Maintains appropriation and revenue records; encumbers funds by department and budget classification; liquidates encumbrances; prepares journal vouchers and budget transfers.
- Maintains and monitors control totals for an accounting records system; reviews account balances and release items for payment; contacts departments or divisions when appropriations are insufficient; holds items until budget transfer is completed.
- Audits claims against the County for compliance to requirements, contracts and agreements; reviews agreements, contracts and other documents to determine and apply provisions.

Knowledge and Abilities:

- Knowledge of:
 - Accounting systems, procedures, regulations and source documents, including expenditure, revenue, general ledger and related accounting procedures and the interrelationship of internal and external recordkeeping systems.
 - Accounting and auditing methodology, terminology and standards.
 - Laws, rules, regulations and practices/procedures related to payroll, including specialized FLSA requirements for safety positions and operation of automated payroll; systems may be required for some assignments.
 - Legal requirements of Court contracts, agreements, minute orders and resolutions.
 - Government accounting methods.
- Ability to:
 - Perform a wide variety of difficult and responsible financial/accounting duties including a broad range of highly technical/complex and/or specialized transactions.
 - Review and consolidate records from several sources and summarize/assimilate into reports and other accounting documents.

Education and/or Experience:

Two (2) years' experience in the maintenance and review of fiscal, financial or statistical records.

4. **Human Resources Analyst Series.**

This description is for the following classifications: Associate Human Resources Analyst; Human Resources Analyst; Senior Human Resources Analyst; and, Principal Human Resources Analyst.

Essential Functions:

Under general direction, provide professional level expertise to the Superior Court in areas such as employee and labor relations; recruitment and assessment; classification and compensation; benefits and disability program management; organizational and employee development; policy development; and/or human resources information and records management.

Positions in this series are designated as Confidential Employees as defined in Section 71637.1 of the Government Code and local Labor Relations Rules.

Class Characteristics:

Incumbents in this series provide professional consultation on programs and services in at least one area of Human Resources (HR). They are required to exercise excellent judgment, influence and expertise in making decisions and recommendations. Work at all levels requires professional HR knowledge, excellent oral and written communication skills, the application of initiative and creativity, and sound professional judgment and problem-solving competencies.

At higher levels in the series, they may also act as supervisor or program lead. Positions in this series are distinguished from the Human Resources Specialist series in that assignments are more complex, sensitive, abstract and consultative including giving advice and guidance to judges, executives and senior management staff on issues that often have court-wide or precedential impact and/or legal liability. Positions in the HR Specialist series perform tasks that typically have prescribed procedures.

- 4.1 **Associate Human Resources Analyst** is the entry-level class in the series. Under general supervision, incumbents perform professional assignments in one or more program areas while learning Court policies and practices, and specific techniques and legal requirements.
- 4.2 **Human Resources Analyst** is the journey level class. Incumbents perform complex professional level work in a variety of assignments related to human resources that typically have court wide impact. It is distinguished from the Associate Human Resources Analyst in that incumbents perform duties with a significant degree of independence.
- 4.3 **Senior Human Resources Analyst** is the advanced journey level. It is distinguished from the Human Resources Analyst in that incumbents at the Senior level perform a range of highly specialized, complex, sensitive work having court-wide impact or judiciary involvement requiring considerable judgment and expertise. Positions in this class may manage the operation of a specialized HR program.
- 4.4 **Principal Human Resources Analyst** typically manages and participates in the delivery of an HR program such as Employee and Labor Relations. Incumbents at this level provide advice and consultation to judicial officers, management, supervisors, and carry out the more complex responsibilities requiring a high degree of professional, organizational and interpersonal knowledge, skill and sensitivity. Incumbents may also possess specialized licenses, certifications, and/or expertise, e.g., an attorney.

Duties:

These are illustrative of types of duties, not an exhaustive list of all duties for which positions in this series may be responsible.

- Applies specialized professional knowledge and competencies to perform research, analysis, investigations, report writing and oral presentations.
- Performs a wide range of professional duties ranging in difficulty from routine to highly complex, depending on class level; determines appropriate analytical techniques and conducts difficult research which may require gathering information from multiple sources and interpretation of often conflicting and ambiguous data to reach sound conclusions; makes recommendations or takes appropriate courses of action.
- Recommends, develops, interprets and applies personnel policies, rules, regulations and provisions of labor agreements and assists the Court in ensuring compliance with relevant laws, policies and labor agreements.
- Advises Court managers and supervisors on issues involving employee performance; assists in conducting internal investigations to determine appropriate corrective action; conducts grievance meetings; facilitates

dispute resolution; ensures administration of leaves and certain other employment rights and benefits are compliant with Court policy and legal requirements.

- Conducts internal investigations related to discrimination and harassment in the workplace. Investigates and resolves, as appropriate, complaints filed through enforcement agencies, e.g., Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission.
- Chairs, leads or participates in contract negotiations and other collective bargaining activities.
- Performs job analyses, classification studies and salary surveys; makes recommendations, identifies problems and develops proposed solutions. Designs, conducts and/or oversees recruitment and selection activities; ensures job-related and effective techniques are used and in conformance with federal and state laws and regulations.
- Conducts special studies, may use statistical analyses, and prepares comprehensive reports of findings.
- Assists in development and administration of various benefit programs including medical, dental, disability and life insurance, retirement, deferred compensation, etc.; provides assistance and information to judges and employees concerning benefits and retirement programs.
- Develops training programs or reviews and enhances existing training programs to meet the Court's needs.
- Assists the Court and individual divisions/work units with organizational development efforts; proposes options and strategies to support organizational effectiveness.
- Manages, leads and/or participates in projects with court-wide impact; chairs or acts as liaison on a variety of committees, commissions and working groups impacting HR policy, programs and the Court.
- Reviews, analyzes, researches and monitors existing and proposed legislation with an impact on HR issues.
- Maintains knowledge by attending educational workshops, reviewing industry publications and participating in professional organizations.
- Continuously evaluates the effectiveness and efficiencies of HR programs and practices; recommends solutions and methods to improve services.

Knowledge and Abilities:

- Knowledge of (varies depending on level and assignment):
 - Theory, principles and practices of human resources management including recruitment, assessment and selection, classification and job analysis, compensation, performance planning and appraisal, employee relations, and employee and organizational development.
 - Labor relations principles and practices, including negotiations, contract administration, case law and grievance processes.
 - Methods and techniques of organizational development and internal consulting.
 - Considerable knowledge of policies, procedures, and federal and state laws governing human resources activities, conditions of employment and/or employee benefits.
 - Research and statistical methods.
 - Principles of management, supervision and office organization.
 - Impact of labor market conditions and socio-economic issues on recruitment and employment.
 - Current technology, software, information systems and computer applications used in human resource administration and management.
- Ability to:
 - Gather relevant data, analyze complex problems, evaluate alternatives and make sound recommendations on complex human resources management issues.
 - Apply critical thinking skills and mental stamina to analyze detailed and complex data to identify issues, develop sound recommendations and courses of action to achieve results, and resolve problems.
 - Use excellent judgment while dealing with confidential, sensitive information; maintain the highest standards of confidentiality.

- Think creatively using expertise in various HR disciplines to problem solve collaboratively and effectively.
- Accurately apply federal and state laws and appropriate HR principles and methodologies to court programs.
- Negotiate, administer and interpret various memoranda of understanding, court rules and/or policies.
- Work effectively with various parties often with competing interests and priorities including but not limited to judicial officers, management, labor organizations, consultants, attorneys and employees from various levels within the Court.
- Manage, coordinate, evaluate and plan the work of other staff.
- Communicate clearly and concisely, orally and in writing; compose reports and letters conveying complex ideas or issues in a professional and persuasive manner.
- Manage, conduct or coordinate complex, multi-phased projects and programs.
- Facilitate mediation between conflicting parties.
- Anticipate problems, and present ideas in a logical and convincing manner often while under pressure.
- Use a Court-approved means of transportation to travel to and from meetings. (May be required for some positions.)

Minimum Qualifications:

- Education Requirements (all levels): Successful completion of 24 upper division semester (36 quarter) units from an accredited college or university in human resources management, public or business administration, psychology, law or a closely related field. A Bachelor's degree is preferred.
- Experience Requirements:
 - **Associate Human Resources Analyst:** None required. Experience as a Human Resources Specialist or equivalent is highly desirable.
 - **Human Resources Analyst:** Two years of professional experience performing progressively responsible human resource management consulting and analytical work, preferably in a public agency.
 - **Senior Human Resources Analyst:** Four years of professional experience performing progressively responsible human resource management consulting and analytical work, preferably in a public agency. Experience in two or more functional HR disciplines is highly desirable.
 - **Principal Human Resources Analyst:** Six years of professional experience performing progressively responsible human resource management consulting, labor negotiations, arbitration defense and/or supervising the work of other HR analysts, preferably in a public agency.
- Education Substitutions:
 - For **Associate Human Resources Analyst** level only: A professional certificate in human resources management from an accredited college/university or professional human resources organization –**OR**– an Associate's degree in an area stated in the education requirements above –**AND**– Two years of experience as an OCSC HR Specialist (or equivalent) –**OR**– two years of progressively responsible experience in HR, which included some or all of the following types of duties: interpreting and applying personnel rules and regulations, composing disciplinary documents, hearing grievances, conducting investigations, performing classification studies, making recommendations to management on HR matters, serving as a spokesperson in collective bargaining.
 - For all levels above Associate Human Resources Analyst: One year of experience as an OCSC Associate HR Analyst (or higher level) or equivalent may be substituted for the education requirements.
- Experience Substitution:
 - Possession of a Master's degree in one of the areas indicated in the education requirements above or a Juris Doctor may substitute for one year of experience.

5. Information Technology (“IT”) Classifications & Specifications.

- 6.1 Data Analyst;**
- 6.2 Java Developer;**
- 6.3 NET Developer;**
- 6.4 Database Administrator;**
- 6.5 PowerBuilder Developer;**
- 6.6 PL/SQL Developer;**
- 6.7 Project Manager;**
- 6.8 Quality Assurance Analyst;**
- 6.9 Technical Writer;**
- 6.10 Network Administrator;**
- 6.11 Help Desk Technician;**
- 6.12 Telecommunications Systems Coordinator;**
- 6.13 Telecommunications Systems Specialist;**
- 6.14 Unix Systems Administrator;**
- 6.15 Senior Developer**

5.1 DATA ANALYST

Essential Job Functions:

- **Data Analysis:** Evaluates requests from Court users or current code repositories to support the most efficient solutions and responses to analytical or statistical needs
- **Issue Analysis:** Determines cause and effect of data anomalies accompanied by recommendations for procedural or programmatic resolutions
- **Testing:** Evaluates data and results to validate test cases; provide input to test plans and procedures; create and run data queries using SQL as required
- **User Support Analysis:** Works with Court users to determine data needs and to formulate requests
- **Documentation:** Creates documentation related to project deliverables, procedures or metrics tracking as needed
- **Participation:** Works within a team environment to learn case processing and collaborate on user requirements and requests

Minimum Qualifications

- A minimum of five (5) years of programming experience with large Oracle databases and/or SQL Server databases using SQL
- A minimum of five (5) years performing analysis of back-end procedures, performance, or issues and resolutions for medium to large-scale Oracle applications.
- Ability to analyze complex data structures identifying uses, relationships and dependencies
- Ability to effectively and efficiently transfer knowledge to other staff including the ability to communicate system information in non-technical terms
- High level of written and communication knowledge, using the English language
- Ability to learn and understand the general business functions court case processing
- Knowledge and experience with Microsoft Word, Microsoft Excel
- Detail-oriented with ability to work independently

5.2 JAVA DEVELOPER

Essential Job Functions

- **Programming:** Creates Java-based applications and reports of a complex nature using industry standard best practices; uses Struts, JSF frameworks and NetBeans, Eclipse IDEs to develop, enhance, and maintain Java user interfaces; creates custom Java reports using frameworks such as Jasper or iReports; creates and maintains complex backend processes/procedures accessing Oracle databases including creation and maintenance of schemas, procedures, database triggers, foreign keys, and verifying referential integrity
- **Testing:** Performs program unit testing, creates test plans, and provides testing support for Systems and User testing
- **Coaching:** Provides support and guidance to lower-level programmers in Java programming tasks or in SQL or PL/SQL
- **User Support:** Works with Court users to determine application and data needs and to formulate and refine requests
- **Documentation:** Creates program specifications, project plans, and other documentation related to development, procedures or project tracking as needed
- **Analysis:** Evaluates requests from Court users or current code repositories to support the most efficient solutions and responses to analytical or statistical needs
- **Participation:** Works within a team environment to learn case processing and collaborate on user requirements and requests

Minimum Qualifications

- A minimum of five (5) years extensive programming experience with large Oracle databases and large, complex applications using Java
- High ability to create and use SQL and PL/SQL
- Ability to mentor and advise other programmers with lower level skills
- Ability to effectively and efficiently transfer knowledge to other staff including the ability to communicate system information in non-technical terms
- High level of written and communication knowledge, using the English language
- Ability to learn and understand general court business functions and practices
- Knowledge and experience with Microsoft Word, Microsoft Excel, Microsoft Visio
- Detail-oriented with ability to work independently

5.3 NET DEVELOPER

Essential Job Functions

- **Programming:** Creates .NET based applications and reports of a complex nature using industry standard best practices; uses ASP.NET MVC Razor, Entity Framework, and C# Language. Proficient in Visual Studio 12+ IDE and Team Foundation Server to develop, enhance, and maintain .NET user interfaces; creates custom reports using SQL Server Reporting Services; creates and maintains complex backend processes/procedures accessing SQL Server databases including creation and maintenance of schemas, procedures, database triggers, foreign keys, and verifying referential integrity
- **Testing:** Performs program unit testing, creates test plans, and provides testing support for Systems and User testing
- **Coaching:** Provides support and guidance to lower-level programmers in .NET programming tasks or in SQL
- **User Support:** Works with Court users to determine application and data needs and to formulate and refine requests
- **Documentation:** Creates program specifications, project plans, and other documentation related to development, procedures or project tracking as needed
- **Analysis:** Evaluates requests from Court users or current code repositories to support the most efficient solutions and responses to analytical or statistical needs
- **Participation:** Works within a team environment to learn case processing and collaborate on user requirements and requests

Minimum Qualifications

- A minimum of five (5) years extensive programming experience with large SQL Server databases and large, complex applications using .NET
- High ability to create and use SQL
- Ability to mentor and advise other programmers with lower level skills
- Ability to effectively and efficiently transfer knowledge to other staff including the ability to communicate system information in non-technical terms
- High level of written and communication knowledge, using the English language
- Ability to learn and understand general court business functions and practices
- Knowledge and experience with Microsoft Word, Microsoft Excel, Microsoft Visio
- Detail-oriented with ability to work independently

5.4 DATABASE ADMINISTRATOR

Essential Job Functions

- Plan, install, test and maintains database software and utilities
- Creates, maintains, upgrades, backups and performs database restores
- Maintains database security
- Ensures high availability of critical production databases
- Monitors and optimizes database performance
- Performs diagnostics, debugging and provides guidance to development teams
- Works closely with development teams to design and implement projects
- Interfaces with technical support
- Implements policies and standards to ensure data integrity and security
- Creates and maintains appropriate documentation

Minimum Qualifications

- A minimum of ten (10) years of experience in software industry with at least five (5) years as an database administrator
- Ability to manage multiple enterprise-level databases
- Oracle Certification (OCP) or Microsoft Certified Database Administrator (MCDBA) desirable
- Working knowledge of Linux/Unix/Windows operating systems and shell scripts
- Ability to plan and execute projects individually and as part of a team
- Excellent problem solving skills and analytical skills with strong attention to detail
- Effective oral and written communication skills
- Detail-oriented with ability to work independently

5.5 POWERBUILDER DEVELOPER

Essential Job Functions

- **Programming:** Uses Sybase's PowerBuilder 8.x or higher to develop, enhance, and maintain application windows and reports; create or modify Oracle procedures using PL/SQL and database triggers
- **Testing:** Performs program unit testing, creates test plans, and provides testing support for Systems and User testing
- **Coaching:** Provides support and guidance to junior-level programmers in PowerBuilder programming or in SQL or PL/SQL
- **User Support Analysis:** Works with Court users to determine data needs and to formulate and refine requests
- **Documentation:** Creates program specifications and other documentation related to development, procedures or metrics tracking as needed
- **Analysis:** Evaluates requests from Court users or current code repositories to support the most efficient solutions and responses to analytical or statistical needs
- **Participation:** Works within a team environment to learn case processing and collaborate on user requirements and requests; works as technical lead on small to moderately-sized development projects

Minimum Qualifications

- A minimum of five (5) years of extensive programming experience with large Oracle databases and large, complex applications using PowerBuilder
- Ability to create and use SQL and PL/SQL
- Ability to mentor and advise other programmers with lower level skills
- Ability to effectively and efficiently transfer knowledge to other staff including the ability to communicate system information in non-technical terms.
- High level of written and communication knowledge, using the English language.
- Ability to learn and understand the general business functions court case processing.
- Knowledge and experience with Microsoft Word, Microsoft Excel
- Detail-oriented with ability to work independently

5.6 PL/SQL DEVELOPER

Essential Job Functions

- **Programming:** Creates or modifies Oracle procedures using PL/SQL and database triggers
- **Data Queries:** Develops SQL or PL/SQL to produce reports or ad hoc data extracts
- **User Support Analysis:** Works with Court users to determine data needs and to formulate requests
- **Documentation:** Creates program specifications and other documentation related to development, procedures or metrics tracking as needed
- **Analysis:** Evaluates requests from Court users or current code repositories to support the most efficient solutions and responses to analytical or statistical needs
- **Participation:** Works within a team environment on application development projects to learn case processing and collaborate on user requirements and requests

Minimum Qualifications

- A minimum of five (5) years of extensive programming experience with large Oracle databases using PL/SQL, Oracle Reports, and SQL
- Ability to effectively and efficiently transfer knowledge to other staff including the ability to communicate system information in non-technical terms.
- High level of written and communication knowledge, using the English language.
- Ability to learn and understand the general business functions court case processing.
- Knowledge and experience with Microsoft Word, Microsoft Excel
- Detail-oriented with ability to work independently

5.7 PROJECT MANAGER

Essential Job Functions

- Executes project management principles, processes, and skill sets including: creating a project mission statement, request for proposal, scope of work, work breakdown structure, project communication plan, procurement plan, implementation plan; identifying project stakeholders; performing project scheduling, risk assessment, issue resolution; monitoring the project, and enforcing quality
- Communicates effectively with project teams members to readily identify issues and then respond accordingly
- Identifies and enforces project scope
- Identifies project objectives and plans for required resources, project personnel, and risk factors
- Uses resources in a timely, efficient manner during project evolution in order to meet assigned objectives
- Works well with other court staff and project team members to obtain desired results
- Oversees creation and execution of test plans and user documentation
- Proofreads technical documentation for accuracy and completeness
- Works with users to validate successful User Acceptance Testing has occurred
- Reviews implementation plans and will oversee deployment

Minimum Qualifications

- A minimum of ten (10) years successful experience working in the management of IT-specific projects using project management principles
- Ability to manage projects in a successful and comprehensive manner
- Ability to oversee testing, implementation and peer code reviews leading to successful product implementation
- Ability to brainstorm with User Manager and Project Leads to determine appropriate business rules, requirements and process design
- Ability to work with developers to review and approve prototypes
- Ability to work well with project team members
- Ability to assess Proposer software and updates for relevance and accuracy
- Ability to conduct meetings with users, developers and/or vendors to ensure project scope compliance
- Ability to recommend hardware and software solution configurations for an identified user requirement
- Ability to review and amend specification requirements, design features, and documentation content through project team discussions
- Ability to effectively and efficiently transfer knowledge to other staff including the ability to communicate system information in non-technical terms
- Excellent level of written and communication knowledge, using the English language
- Ability to learn and understand general court business functions and practices
- Knowledge and solid experience working with Microsoft Project, Microsoft Word, Microsoft Excel, Microsoft Visio
- Detail-oriented with ability to work independently

5.8 QUALITY ASSURANCE ANALYST

Essential Job Functions

- Analyzes and evaluates existing Quality Process, Standards and Procedures within the Court Technology Services department and recommend improvements
- Develops long-term QA strategy for the department including design of systems to assist in quality tracking and management
- Partners with the development teams to ensure that quality is built into the requirements, design and development processes
- Facilitates peer reviews as appropriate
- Assists in the creation and execution of system test plans for application development efforts
- Assists in design, development and execution of regression tests
- Plans and coordinates stress testing as required
- Records and tracks test results to project closure
- Develops, tracks, analyzes and reports metrics for assessing the quality of products, processes and services
- Researches, recommends and implements new QA tools and techniques to improve quality
- Reviews project deliverables for compliance and adherence to standards
- Performs post-implementation evaluation of key projects
- Assesses organizational maturity and process effectiveness and recommend steps to improve it

Minimum Qualifications

- A minimum of five (5) years of experience in software industry with at least four years specialization in Software Quality Assurance (“QA”)
- Experience with implementing QA methods and techniques as related to software industry
- Skilled in planning, conducting and evaluating system tests, user acceptance tests, stress tests, peer reviews and regression tests
- Knowledge and experience with manual and automated software testing tools
- Stays up-to-date on tools and methodology advancements within the industry
- Applies knowledge of industry project management techniques, tools and software process improvement frameworks (SEI, CMM, etc.) to QA tasks
- Detail-oriented with ability to work independently

5.9 TECHNICAL WRITER

Essential Job Functions

- Analyzes and evaluates existing technical writing practices, standards, and procedures within the Court Technology Services department and recommends improvements
- Develops long-term technical writing strategies for the department including design of templates to assist with quality documentation development and standardization. This includes procedure documentation, specification requirements documentation, QA documentation, user documentation, project plan documentation, peer code review documentation checklists, code formatting and commenting guideline documentation checklists, and other technical documentation as may be assigned
- Oversees and ensures document standardization is implemented
- Interviews application developers and users to understand the business and system functionality
- Attends specifications meetings and works with development staff to review and finalize requirements documentation; ensures discussion points and functionality to be documented is captured at an equivalent level to the understanding and perspective of both the Developer and User – or product recipient
- Works with Developer, QA and application environment to accurately develop User documentation
- Partners with development teams to ensure document quality and formatting standards are applied to all related project document end products.

Minimum Qualifications

- A minimum of ten (10) years of experience in software industry with at least five (5) years of recent progressive experience specializing in Technical Writing
- Experience with all software development lifecycle components and related document end products embracing industry standard solution techniques
- Skilled in interacting and communicating effectively with other technical staff and project related personnel in completing task assignments
- Skilled in preparing quality documentation
- Expert written and communication knowledge and usage of the English language.
- Expert knowledge and experience using Microsoft Word, Microsoft Visio, Adobe Robo Help
- Ability to maintain proficiency on necessary tool set(s) and methodology advancements within the industry as related to job task assignments
- Ability to apply knowledge of industry standard technical writing practices to Technical Writing tasks
- Ability to understand the general business functions of assigned applications
- Ability to effectively and efficiently transfer knowledge to other staff including the ability to communicate system information in non-technical terms
- Detail-oriented with ability to work independently

5.10 NETWORK ADMINISTRATOR

Essential Job Functions

Analyzes, troubleshoots, installs, modifies, enhances, and maintains computer network systems. Duties include troubleshooting PC problems, application issues and server problems, as well as installing updates and administrator of servers, including additions, updates, and changes to user accounts. Performs technical coordination, and planning activities to support the technology requirements. Assists in the development of programs to train user personnel in utilization of the systems; coordinates the successful offering of such training programs.

Duties:

- Assists in evaluating new hardware and software
- Provides network performance monitoring, reporting, and identification and resolution of network issues.
- Participates in the development of network standards and operational procedures.
- Applies techniques to protect data through physical security, anti-virus methods, and data backup and recovery.
- Diagnoses and repairs or oversees the repair of hardware failures
- Responds to user requests for service; troubleshoots computer problems and develops solutions; makes minor repairs to equipment and arranges for other servicing needs.
- Troubleshoots computer network problems.

Education and Experience:

- Associates degree in a related field; and two years directly related work experience; **-OR-**
- Technical training through technical vocational schools or organized computer training programs with emphasis on computer network; and four years directly related work experience; **-OR-**
- A minimum of five (5) years' experience in the administration and support of computer networks; maintenance of Active Directory networks; certification in Microsoft products;

Necessary Knowledge, Skills, and Abilities:

- Thorough knowledge of:
 - Personal computer hardware and software, local and wide area networks systems.
 - Principles of file and data management systems
 - Software operating and compatibility issues
- Considerable knowledge of:
 - Microsoft Server administration
- Ability to:
 - Set priorities and follow projects through to completion.
 - Identify and diagnose problems related to computer hardware and software, and to find effective solutions.
 - Research, read, and interpret a wide variety of technical network data.

Supervision Received:

Works under the general supervision of the Network Admin Supervisor

5.11 HELP DESK TECHNICIAN

Essential Job Functions

Under general supervision, provide technical software, hardware and network problem resolution to all computer users by performing question/problem diagnosis and guiding users through step-by step solutions, clearly communicate technical solutions in a user-friendly, professional manner; troubleshoot printer problems. Field Help Desk calls from users as required level Two requests on to a Network technician; and contacts third-party vendors for warranty service repair.

Duties:

Identifies, diagnoses, and resolves Level One problems for user's personal computer software and hardware, communicates solutions to end-users. Delivers, sets up, and assists in the configuration of end-user PC desktop hardware, software and peripherals. Diagnoses and resolves end-user network or local printer problems, PC hardware problems and e-mail, Internet, dial-in and local-area network access problems. Performs minor desktop hardware repair for PC computer equipment and peripherals

Education and Experience:

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

- **Education:** One year college level course work and MCP (Microsoft Certified Professional) or equivalent.
- **Experience:** One year providing end-user support for current PC desktop/printer and application software –OR- one year installing, upgrading, troubleshooting and repairing personal computers in a network environment.

Necessary Knowledge, Skills, and Abilities:

Possesses a Microsoft Certified Professional A+ certification or equivalent desired

Supervision Received:

Works under the general supervision of the Help Desk Supervisor

5.12 TELECOMMUNICATIONS SYSTEMS COORDINATOR

Essential Job Functions

Provides technical support to corporate users of voice and wireless communications systems. Supports voice systems operations. Meets communications needs by providing cost effective, state-of-the-art technology.

Duties:

- Evaluates and coordinates voice and wireless communications systems; Administers voice and wireless telecommunications hardware and software applications such as voicemail, directory services, pagers, and remote messaging devices; PROVIDES technical support to voice systems related project activities;
- Performs basic telecommunications moves, adds, changes, and deletes (MACDs); Evaluates service requests and coordinates installation and rearrangement; Supports voice and communications systems upgrades;
- Coordinates installation and modification of telephone systems and video transmission lines for corporate locations; Monitors efficiency and cost effectiveness of these services;
- Assists users with technical voice and wireless communications issues; Conducts basic troubleshooting and problem resolution;
- Oversees voice and wireless telecommunications equipment loan pool; Monitors equipment usage and processes equipment requests;
- Provides technical training to customers;
- Interacts with users, vendors, technicians, and administrators, to provide efficient service.

Education and Experience:

Typically requires a Bachelor's Degree. Performing work in this job's occupational field typically requires application of general professional disciplines requiring a minimum of a four year degree or equivalent combination of education and experience and the application of concepts, practices and methods from business administration, the humanities or social sciences. A minimum range of three (3) to five (5) years of progressively more responsible experience working in field or a related field.

Supervision Received:

Works under the general supervision of the Infrastructure Supervisor

5.13 TELECOMMUNICATIONS SYSTEMS SPECIALIST

Essential Job Functions

Provides technical expertise to corporate users of data, voice and wireless communications systems. Plans, designs and reviews communications systems architecture. Analyzes and corrects complex problems and relationships in data, voice and wireless communications systems.

Duties:

- Plans, designs and reviews communications systems architecture; evaluates and tests new and updated communications systems and integrates additions and modifications into existing system architecture;
- Researches and evaluates new communications products and services; assesses feasibility of new technology; recommends changes and additions to management; manages new system implementation;
- Participates in request for proposal (RFP) activities and Proposer selection in order to meet corporate needs; develops Statement of Work (SOW) and Proposer response scoring matrices;
- Interacts with users and managers to clarify needs, develop capabilities, identify and resolve problems; provides technical consulting related to communications systems;
- Provides technical standards, oversight, and technical advice to customers and junior support personnel;
- Leads large-scale implementations and projects and technical teams; develops plans of action and milestones for technical actions; monitors technical progress for complex projects;
- Interacts with all levels of customers, vendors, technicians, and administrators.

Education and Experience:

Typically requires a Bachelor's Degree. Performing work in this job's occupational field typically requires application of general professional disciplines requiring a minimum of a four year degree or equivalent combination of education and experience and the application of concepts, practices and methods from business administration, the humanities or social sciences. A minimum of five (5) or more years of progressively responsible experience working in field or a related field.

Supervision Received:

Works under the general supervision of the Infrastructure Supervisor

5.14 UNIX SYSTEMS ADMINISTRATOR

Essential Job Functions

Under general direction, serves as systems administrator for a major platform; participates in the most complex systems infrastructure upgrades, enhancements, conversions and troubleshooting; serves as a technical lead for major platforms and operating systems; leads and manages completion of projects to meet specified time, budget and quality requirements. Serves as systems administrator for assigned enterprise server platforms running a variety of operating system software in both physical and virtual environments; installs, configures, tests, integrates and administers SANS, AIX/Solaris and other major servers, including system monitoring and management software tools; using applicable tools and utilities, monitors system performance, including server utilization and availability; performs performance tuning to achieve optimal system speed, reliability and performance; ensures systems security, disaster response and recovery processes are followed; monitors computer room environment for appropriate cooling and power consumption.

Duties:

- Perform complex systems administration in a multi-platform and operating systems environment independently and with a high degree of understanding of interoperating and integration issues;
- Establish and maintain project schedules and balance responsibilities for multiple activities to ensure timely, high-quality results;
- Perform advanced systems troubleshooting and tuning to resolve complex systems management, communication and interoperating problems;
- Communicate clearly and effectively, both orally and in writing; prepare clear, concise and accurate proposals, reports, documentation and other written materials
- Exercise sound independent judgment within general policy guidelines;
- Keep technical skills current to meet continuing systems administration responsibilities;
- Use tact and diplomacy when dealing with sensitive, complex and/or confidential issues and situations.

Education and Experience:

A minimum of four (4) years of progressively responsible systems administration experience, including configuring, coordinating and implementing releases, upgrades or changes to complex operating systems, servers and related software on midrange servers in a high-availability environment. Graduation from an accredited college or university. Certification as a Certified Systems Administrator on an applicable platform is highly desirable.

Necessary Knowledge, Skills, and Abilities:

- Operating system architectures, characteristics, components and commands applicable to enterprise information systems and multiple platform operating systems;
- Data storage technology principles, practices, hardware, components and software including SAN and AIX/Solaris environments;
- Network architectures and theory and principles of network design and integration, including topologies and protocols;
- Principles, practices and methods of systems/network administration and maintenance, including configuration, performance tuning and diagnostic tools;
- Principles and practices of disaster recovery; database management systems and software, including architectures, diagnostic tools, commands and utilities;
- Tools and utilities used in monitoring and tuning systems, database and application performance;
- Systems integration design concepts and practices;
- Systems security and capacity planning principles, methods and practices;
- Principles and practices of sound business communication.

Supervision Received:

Works under the general supervision of the Systems Administration Supervisor

5.15 SENIOR DEVELOPER

Essential Job Functions

Contractor shall perform duties as directed by Court and include, but are not limited to, the following:

- **Programming:** Use PowerBuilder, Oracle, Java, .Net and/or other software development toolset specified at the time recruitment, to enhance and maintain the Court's case management systems, department applications, public facing applications and/or interfaces. May be expected to create or modify Oracle database triggers; create complex SQL scripts and PL/SQL procedures to extract and manipulate data
- **Database:** Perform analysis of database issues; collaborate with database administrator to plan enhancements and performance tuning activity
- **Monitor:** Assist DBA to monitor growth of multiple databases, proactively investigating possible anomalies and issues to ensure ultimate data integrity; monitor back-end processes and interfaces for performance and completions
- **Testing:** Unit testing, creation of test plans and provide testing support for Systems and User testing
- **Data Fixing:** Create mass data fixing scripts based on input from technical staff input and testing
- **Build Control:** Coordinate technical input from other programmers to compile and apply periodic Vision application builds; apply front-end builds in multiple environments
- **Coaching:** Provide support and guidance to junior-level programmers in PowerBuilder, Oracle, Java, .Net and/or other software programming tools specified at the time recruitment and/or in SQL or PL/SQL
- **User Support Analysis:** Work with Court users to determine data needs and to formulate and refine requests
- **Documentation:** Create program specifications and other documentation related to development as needed
- **Analysis:** Evaluate requests from Court users or current code repositories to support the most efficient solutions and responses to analytical or statistical needs
- **Participation:** Work within a team environment to learn case processing and collaborate on user requirements and requests

Minimum Qualifications

- A minimum of eight (8) years of extensive and recent application development experience with large Oracle databases, SQL Server databases and large, complex applications using PowerBuilder, Java, .NET and/or other toolset as may be specified by the Court at the time of recruitment
- Ability to create and use SQL and PL/SQL
- Experience with data base administration for large databases – Oracle and/or SQL Server
- Ability to mentor and advise other programmers with lower level skills
- Ability to effectively and efficiently transfer knowledge to other staff including the ability to communicate system information in non-technical terms.
- High level of written and communication knowledge, using the English language
- Ability to learn and understand the general business functions court case processing
- Knowledge and experience with MS-Word, MS-Excel and MS Project
- Detail oriented with ability to work independently

6. Contractor Communication with the Court.

To accurately measure the level of satisfaction with individual placements, Contractor shall be in regular contact with the Court's hiring manager throughout assignment.

Contractor shall contact the Court to:

- 6.1 Determine level of ongoing satisfaction;
- 6.2 Determine extension possibilities;
- 6.3 Solicit feedback via surveys at the end of every quarter and upon completion of an assignment;
- 6.4 Conduct performance reviews; and,
- 6.5 Conduct exit interview(s).

7. Customer Service.

Contractor's single point of contact shall have overall responsibility for ensuring the Court's needs are met.

COMMITMENT TO HIGH QUALITY CUSTOMER SERVICE

Our approach to customer service is client-centric. AppleOne account team members monitor daily administrative and personnel matters, expeditiously resolving issues as they arise to ensure the client's satisfaction. Our various processes are summarized below.

CUSTOMER SERVICE ORGANIZATIONAL STRUCTURE

AppleOne Customer Service begins with the account management team. For the Court, the primary point of contact is Senior Account Manager Liliana Smiggs. If required, customer issues are escalated up the AppleOne management structure, up to and including the President and/or other company officers if necessary. The Court can be assured of our prompt and responsive support.

SUPPORT PROCESS

For the Court, AppleOne's client support begins with the account team. Should the Court have a special need, experience a problem, or encounter any other situation which requires support, an authorized Court representative can contact Senior Account Manager Liliana Smiggs, who is the designated primary point of contact, or other project team members 24 hours per day via cell phone/paging prompt. In the event that the Court needs immediate assistance outside of the normal hours of operation, a phone call to the Central Orange County office at (714) 848-2610 will provide a cell phone/paging prompt that immediately contacts Ms. Smiggs and/or additional account team members.

FOLLOW-UP PROCESS

When AppleOne is contacted by the Court regarding a service issue, the first step will be to immediately document the situation and obtain whatever information is needed to provide quick resolution to the issue. Once the problem is clearly understood, the Court's AppleOne Primary Point of Contact, Liliana Smiggs, or other account management team member if appropriate, will provide immediate follow-up and a specific time frame in which the Court can expect action, as well as provide periodic status reports while working on the issue. If a correction requires immediate replacement of a temporary employee, then the response time will be two (2) hours to provide the Court with a qualified replacement candidate.

Quality Assurance

AppleOne uses our unique "Triple Check" system to ensure that temporary employees meet attendance, punctuality, performance and other requirements of the Court. The Triple Check System consists of the following:

- 1. The AppleOne Account Manager or other authorized team member will make an arrival time telephone call to the Court representative who placed the request to the contract within thirty (30) minutes of the scheduled arrival time of the employee. (S)he also will make a quality control call to the Court representative who placed the request on the first day of each new assignment to confirm AppleOne's employee(s) is performing up to your expectations.

2. The Account Manager or other authorized team member will continue to check weekly (or more frequently, if necessary) with the Court to ascertain the quality of the employee's performance.
3. After the assignment is complete, we will evaluate the overall quality of the associate's performance and productivity, including the distribution of a performance evaluation form to appropriate Court personnel. AppleOne retains only those associates who meet or exceed our high performance standards.

Poor workplace performance is handled through a process of progressive discipline. Employees are coached and counseled on their performance on a continual basis. Additional training or instruction is provided when appropriate. Failure to meet or exceed AppleOne's standards results in the employee's termination for non-performance. This information is noted in AppleOne's internal tracking system, which has a "no recall" function that is activated when necessary. AppleOne team members are empowered to make judgment calls regarding employee performance, enabling us to replace an unsatisfactory employee immediately.

AppleOne's policies regarding absences and punctuality are addressed both in AppleOne's "Best Foot Forward" handout, which each candidate signs before being placed out on assignment, and in any orientation brochures that AppleOne creates for its clients. As such, we ask that temporary employees give as much notice as possible with regard to possible lateness or absences. This provides AppleOne ample time to replace said employee, causing no lapse in work on that assignment. When an employee who is ill or unable to report to work notifies us, AppleOne will call the appropriate Court representatives, advise them of the absence and coordinate providing a replacement employee upon request within time frames as required by the Cou

END OF EXHIBIT C-1

EXHIBIT C-2: PRICING SCHEDULE

Billing Rates shall equal the Employee Rate plus mark-up rate. Classifications requested that are not specifically listed in this Exhibit shall be quoted, in writing, on a case by case basis. Pursuant to the requirements of the Affordable Care Act (“ACA”) and beginning on January 1, 2015, a Health Coverage Premium (“HCP”) will be added to the hourly rate of any employee that is offered and subsequently accepts health coverage from the Temporary Staffing Agency. Based on regional pricing fluctuations and the Court’s cost to provide coverage to full-time employees, the HCP for all Temporary Employees (regardless of agency) shall be \$2.78. This rate shall increase on January 1st of each subsequent year by 6%.

The Total Hourly Compensation for a Temporary Employee shall be equal to the following:

$$(Straight\ Time\ Rate + Mark-Up\ Percentage) + (Applicable\ HCP)$$

1. General Classifications.

Classification	Straight Time Range Employee Rate		Mark-Up Rate %
Administrative Analyst	\$26.29	to	\$32.09
Administrative Assistant	\$27.29	to	\$29.99
Data Entry Technician	\$23.79	to	\$24.79
Office Assistant	\$21.79	to	\$23.09
Office Specialist	\$26.49	to	\$28.09
Store Clerk	\$22.59	to	\$24.59
Other Positions	TBD	to	TBD

2. Finance/Accounting Classifications.

Classification	Straight Time Range Employee Rate		Mark-Up Rate %
Accountant	\$28.59	to	\$34.09
Accounting Specialist	\$33.59	to	\$35.59
Collection Specialist	\$21.79	to	\$24.79
Financial Services Manager	\$24.29	to	\$26.29
Procurement Specialist	\$24.79	To	\$28.79
Senior Accountant	\$25.79	to	\$31.79
Senior Accounting Assistant	\$24.78	to	\$27.49

3. Human Resources Analyst Series.

Classification	Straight Time Range Employee Rate		Mark-Up Rate %
Associate Human Resources Analyst	\$30.79	to	\$37.79
Human Resources Analyst	\$37.79	to	\$40.79
Senior Human Resources Analyst	\$42.79	to	\$55.79
Principal Human Resources Analyst	\$42.79	to	\$57.78

4. IT Classifications.

Classification	Straight Time Range Employee Rate		Mark-Up Rate %
Data Analyst	\$32.79	to \$40.78	
Java Developer	\$52.79	to \$57.78	
.NET Developer	\$47.78	to \$52.78	
Database Administrator	\$46.79	to \$50.79	
PowerBuilder Developer	\$44.79	to \$47.79	
PL/SQL Developer	\$44.79	to \$47.79	
Project Manager	\$56.79	to \$61.79	
Quality Assurance Analyst	\$42.79	to \$47.79	
Technical Writer	\$28.79	to \$33.09	
Network Administrator	\$40.79	to \$44.79	
Help Desk Technician	\$30.79	to \$33.79	
Telecom System Coordinator	\$27.79	to \$32.79	
Telecom System Specialist	\$37.79	to \$44.79	
Unix System Administrator	\$37.79	to \$42.79	
Senior Developer	\$42.79	to \$47.78	

END OF EXHIBIT C-2

EXHIBIT D-1: WORK ORDER
 Superior Court of California, County of Orange

A. Tracking Information			
Date Submitted:	Click here to enter text.	HR USE ONLY	
Start Date:	Click here to enter text.	Work Order No.	Click here to enter text.
End Date:	Click here to enter text.	Billing Rate:	Click here to enter text.
Division / Unit:	Click here to enter text.	Date Received:	Click here to enter text.
Hiring Manager:	Click here to enter text.	Hire Name:	Click here to enter text.
Reports To:	Click here to enter text.	Access Card No.	Click here to enter text.
		Start Date:	Click here to enter text.
		Access Level:	Click here to enter text.
		Contract No.	Click here to enter text.
		Conversion Period: Click here to enter text.	
		Extension or Replacement of Work Order No. Click here to enter text.	
B. Position Information			
Classification Requested/Title: Click here to enter text.		Location: Click here to enter text.	
Duties and Responsibilities (Please provide a detailed job description): Click here to enter text.			
Required Skills, Licenses, and/or Certifications (Include specific software applications and level of experience): Click here to enter text.			
Preferred Skills (Optional): Click here to enter text.			
Work Schedule: <input type="checkbox"/> Full Time (M-F 8am-5pm) <input type="checkbox"/> Other (please indicate) Click here to enter text.			
Travel Required: <input type="checkbox"/> Yes <input type="checkbox"/> No Background Check: Click here to enter text.			
C. Temporary Agency Confirmation Signature			
_____		_____	
Contractor Confirming Signature		Date	

END OF EXHIBIT D-1

EXHIBIT D-2: TEMPORARY EMPLOYEE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being assigned by **Howroyd Wright Employment Agency, Inc. DBA: AppleOne Employment (“Agency”)** and providing temporary services to the **Superior Court of California, County of Orange (“Court”)**, I hereby agree and acknowledge:

1. That during the course of my assignment at the Court there may be disclosed to me certain information that may include trade secrets, financial, statistical, personnel, technical, business and other data and information relating to the Court’s business or the business of its constituents (“Confidential Information”).
2. Confidential Information includes, but is not limited, to trade secrets, financial, statistical, personnel, technical, business and other data and information provided by or relating to the Court’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of the obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; (iv) information that the receiving party rightfully obtains from a third party, free of the obligation of confidentiality to the disclosing party; or (v) information that the receiving party obtains from the other party that the receiving party believes is free of the obligation of confidentiality to the disclosing party.
3. During the course of my assignment at the Court and any time thereafter:
 - a) I shall not use for myself or others, or disclose or divulge to others, including future employers, any Confidential Information received as a result of my assignment to the Court.
 - b) I shall not acquire any right or title to the Confidential Information.
4. I agree that upon termination of my assignment with the Court, I shall return to the Court all Confidential Information, documents and property of the Court, including but not necessarily limited to: building pass, security badge, pass codes, drawings, blueprints, reports, manuals, correspondence, computer programs, and all other materials and copies thereof relating in any way to the Court’s business, or in any way obtained by me during the course of my assignment at the Court. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
5. Notwithstanding the foregoing, it is agreed that, upon written notice to the Court, the Confidential Information may be disclosed (i) to the extent necessary to comply with any law, rule, regulation or ruling, or (ii) as appropriate to respond to any summons or subpoena.
6. Furthermore, all documents, deliverables, software, systems designs, disks, tapes CDs and any other data or materials that I may create in whole or in part during the course of or related to my assignment at the Court shall be treated as if it were “work for hire” for the Court and I will immediately disclose to the Court all discoveries, inventions, enhancements, improvements, and similar creations (collectively, “Creations”) made, in whole or in part, in the course of or related to services that I may provide to the Court.
7. All ownership and control of the above data, materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the Court, and I hereby assign all right, title, and interest that I may have in such data, materials, and Creations to the Court, without any additional compensation and free of all liens and encumbrances of any type. Upon the Agency’s or the Court’s written request, I shall immediately provide the Court with all such data, materials, and Creations and execute any assignment requested by the Court.
8. Additionally, I agree not to publish or submit for publication any article, press release, or other writing relating to the services I provide for the Court without prior written permission from the Court’s Project Manager.
9. During the course of my assignment at the Court I will not knowingly engage in any illegal actions or perform any work involving any dangerous condition or unusual risk of bodily injury.
10. I will perform all services for the Court in a professional manner and I will not disclose any private information of the Court that is obtained in the performance of providing such services that if disclosed to third parties may be damaging to the Court.

11. The Agency may notify any future or prospective employer or third party of the existence of this agreement and, in addition to any other remedy, shall be entitled to full injunctive relief for any breach.
12. The laws of the Court of California shall govern this Agreement and its validity, construction and effect without regard to conflict of law principles.
13. This Agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Agency, its successors and assigns.

Signed this 1st day of July 2020

MICHAEL A. HOYAL
CFO

(Print Full Name)



(Signature)

END OF EXHIBIT D-2

MICHAEL A. HOYAL
CFO

EXHIBIT E: NOTICE OF UNACCEPTABLE WORK FORM

Description of unacceptable Service provided by Contractor:

Click here to enter text.

Date submitted: Click here to enter text.

Unacceptable Service is:

1. Timeliness: If requests for temporary personnel are not filled in a timely manner, indicate below the length of the delay and the applicable details.

Click here to enter text.

2. Completeness and Accuracy: If Contractor’s business practices do not include proper screening and interviewing of potential temporary personnel and/or general administration of the Agreement is not satisfactory, indicate below the incomplete aspects of the Service and the corrective actions that Contractor must take to make the Service acceptable.

Click here to enter text.

Work is unacceptable as noted above.

Signature: _____

Name: _____

Title: _____

Date: _____

END OF EXHIBIT E

11. The Agency may notify any future or prospective employer or third party of the existence of this agreement and, in addition to any other remedy, shall be entitled to full injunctive relief for any breach.
12. The laws of the Court of California shall govern this Agreement and its validity, construction and effect without regard to conflict of law principles.
13. This Agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Agency, its successors and assigns.

Signed this ____ day of _____ 20 ____

(Print Full Name)

(Signature)

END OF EXHIBIT D-2

EXHIBIT F: COURT LOCATIONS

Assignments may be required at any of the following Court Locations; however, assignments may be required at any location designated by the Court, and not specifically listed below, during the Term of this Agreement.

Central Justice Center 700 Civic Center Dr. West Santa Ana, CA 92701 <i>Coordinator TBD</i>	Lamoreaux Justice Center 341 The City Drive South Orange, CA 92868 <i>Coordinator TBD</i>	Harbor Justice Center 4601 Jamboree Road Newport Beach, CA 92660 <i>Coordinator TBD</i>
Central Complex Center 751 West Santa Ana Blvd. Santa Ana, CA 92701 <i>Coordinator TBD</i>	North Justice Center 1275 N. Berkeley Ave. Fullerton, CA 92832 <i>Coordinator TBD</i>	Irvine Facility 17112 Armstrong Ave. Irvine, CA 92614 <i>Coordinator TBD</i>
Community Court 909 N. Main St. Santa Ana, CA 92701 <i>Coordinator TBD</i>	West Justice Center 8141 13 th Street Westminster, CA 92683 <i>Coordinator TBD</i>	Superior Court Service Center 27573 Puerta Real Mission Viejo, CA 92691 <i>Coordinator TBD</i>

END OF EXHIBIT F

END OF AGREEMENT

EXHIBIT B
PRICING SCHEDULE

EXHIBIT B : PRICING SCHEDULE

Billing Rates shall equal the Employee Rate plus mark-up rate. Classifications requested that are not specifically listed in this Exhibit shall be quoted, in writing, on a case by case basis. Pursuant to the requirements of the Affordable Care Act (“ACA”) and beginning on January 1, 2015, a Health Coverage Premium (“HCP”) will be added to the hourly rate of any employee that is offered and subsequently accepts health coverage from the Temporary Staffing Agency. Based on regional pricing fluctuations and the Court’s cost to provide coverage to full-time employees, the HCP for all Temporary Employees (regardless of agency) shall be \$2.78. This rate shall increase on January 1st of each subsequent year by 6%.

The Total Hourly Compensation for a Temporary Employee shall be equal to the following:

$$(Straight\ Time\ Rate + Mark-Up\ Percentage) + (Applicable\ HCP)$$

1. General Classifications.

Classification	Straight Time Range Employee Rate			Mark-Up Rate %
		to		
Administrative Analyst	\$26.29	to	\$32.09	55.00%
Administrative Assistant	\$27.29	to	\$29.99	55.00%
Data Entry Technician	\$23.79	to	\$24.79	55.00%
Office Assistant	\$21.79	to	\$23.09	55.00%
Office Specialist	\$26.49	to	\$28.09	55.00%
Store Clerk	\$22.59	to	\$24.59	55.00%
Other Positions	TBD	to	TBD	55.00%

2. Finance/Accounting Classifications.

Classification	Straight Time Range Employee Rate			Mark-Up Rate %
		to		
Accountant	\$28.59	to	\$34.09	55.00%
Accounting Specialist	\$33.59	to	\$35.59	55.00%
Collection Specialist	\$21.79	to	\$24.79	55.00%
Financial Services Manager	\$24.29	to	\$26.29	55.00%
Procurement Specialist	\$24.79	To	\$28.79	55.00%
Senior Accountant	\$25.79	to	\$31.79	55.00%
Senior Accounting Assistant	\$24.78	to	\$27.49	55.00%

3. Human Resources Analyst Series.

Classification	Straight Time Range Employee Rate			Mark-Up Rate %
		to		
Associate Human Resources Analyst	\$30.79	to	\$37.79	55.00%
Human Resources Analyst	\$37.79	to	\$40.79	55.00%
Senior Human Resources Analyst	\$42.79	to	\$55.79	55.00%
Principal Human Resources Analyst	\$42.79	to	\$57.78	55.00%

4. IT Classifications.

Classification	Straight Time Range			Mark-Up Rate %
	Employee Rate			
Data Analyst	\$32.79	to	\$40.78	55.00%
Java Developer	\$52.79	to	\$57.78	55.00%
.NET Developer	\$47.78	to	\$52.78	55.00%
Database Administrator	\$46.79	to	\$50.79	55.00%
PowerBuilder Developer	\$44.79	to	\$47.79	55.00%
PL/SQL Developer	\$44.79	to	\$47.79	55.00%
Project Manager	\$56.79	to	\$61.79	55.00%
Quality Assurance Analyst	\$42.79	to	\$47.79	55.00%
Technical Writer	\$28.79	to	\$33.09	55.00%
Network Administrator	\$40.79	to	\$44.79	55.00%
Help Desk Technician	\$30.79	to	\$33.79	55.00%
Telecom System Coordinator	\$27.79	to	\$32.79	55.00%
Telecom System Specialist	\$37.79	to	\$44.79	55.00%
Unix System Administrator	\$37.79	to	\$42.79	55.00%
Senior Developer	\$42.79	to	\$47.78	55.00%

END OF EXHIBIT B

EXHIBIT C

SPECIAL TERMS OF CONSULTANT

SPECIAL TERMS OF CONSULTANT

City agrees to the following Special Terms of Consultant:

TEMPORARY AND TEMPORARY-TO-HIRE SERVICES

1. Employees or associates of Consultant and any of its subcontractors temporarily assigned to City shall be referred to in the singular as "**Temporary Employee**" and in the plural as "**Temporary Employees**." Temporary Employees are subject at all times to City's direct and indirect supervision; Consultant does not supervise such employees on their assignments. City further agrees that while on assignment with City, Temporary Employees shall not be permitted, without express advance written approval by an officer of Consultant, to i) engage in travel or otherwise operate a motor vehicle or any non-office machinery or equipment on behalf of City, ii) handle cash or valuables or negotiable instruments (City shall also not pay Temporary Employees directly or advance any funds to them.), iii) be permitted unsupervised or uncontrolled access to confidential or proprietary information, including confidential access codes, iv) be permitted unsupervised access to or control of City's business premises, v) remove any property of City from City's business premises, vi) purchase, consume or distribute any alcohol, or vii) consume drugs, unless advance written authorization is provided by a physician. Should any Temporary Employee be permitted to engage in any of the activities described in i) - vii) above, Consultant shall have no responsibility arising therefrom, and City agrees to indemnify, defend and hold harmless Consultant for any and all liabilities, losses, claims, injuries, suits, judgments, expenses, charges, fines, interest or penalties (collectively, "**Losses**") resulting from the employee's conduct.

2. Background check services are available for an additional fee to City and must be agreed to in a writing between Consultant and City. Background check services may be conducted by one or more of Consultant's preferred, independent third-party vendors (e.g., A-Check Global). City shall indemnify, defend and hold harmless Consultant for any and all Losses arising from or related to the background checks and the performance thereof.

3. City agrees to indemnify, defend and hold harmless Consultant and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "**Consultant Parties**") for Losses arising out of any violation of laws by City. In addition, City agrees to comply with all laws, regulations and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace. City agrees to indemnify, defend and hold harmless Consultant Parties for Losses arising out of City's violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to workplaces owned, leased or supervised by City, and/or to which Temporary Employees are assigned. For any serious injury, illness or death of a Temporary Employee occurring in a place of employment or in connection with an Consultant employee's assignment with City, City shall notify Consultant immediately (Notification to Consultant is also required in the event of any accident or medical treatment.) and is required to report immediately, by telephone or fax, to the nearest Occupational Safety and Health Administration ("**OSHA**") office. City is authorized and required by Consultant to make the report on behalf of both Consultant and City. City shall provide to OSHA all information required by applicable law, as well as Consultant's name, address, phone number and contact person, and the Temporary Employee's name. City shall notify Consultant immediately after the report has been made.

4. City shall reimburse Consultant for any expenses that are incurred by Consultant or Temporary Employees, which are reasonably related to, and arise out of, the services provided by Consultant under the terms of this Agreement ("**Reimbursable Expenses**"). Expenses for travel shall not be invoiced or reimbursed unless such travel expenses have been previously authorized by City.

5. Federal, state or local laws, either currently existing or enacted in the future, may require Consultant to provide covered employees (i.e. Temporary Employees) with certain paid sick leave (Each such law is a "**Paid Sick Leave Law**"). Consultant and City agree to comply with all provisions of each Paid Sick Leave Law with respect to such covered employees as such laws become effective. To address the costs for compliance with a Paid Sick Leave Law, the parties agree that Consultant will invoice City for the paid sick

leave of a covered employee according to the markup percentage or bill rate that Consultant charges for such employee provided that the specific criteria required for the payment of such sick leave to such employee under the applicable Paid Sick Leave Law has been met.

6. Unless otherwise agreed to by the parties elsewhere in the Agreement and/or in any of the Agreement's mutually agreed upon ancillary exhibit(s) or document(s), to the extent that Consultant may be required to pay the Temporary Employee overtime under any federal, state or local law, Consultant, as applicable, will bill City i) based upon the Temporary Employee's legally applicable hourly pay rate for overtime work plus the markup percentage for the Temporary Employee, or ii) an overtime bill rate, which will be calculated by applying a multiplier of 1.5 or 2.0 (for double time, where applicable) to the Temporary Employee's hourly bill rate.

7. Despite anything to the contrary in the Agreement, City shall defend, indemnify and hold harmless Consultant Parties from and against any and all Losses to the extent caused by City's failure to inform Consultant, in writing, that City or any job orders or services hereunder, are subject to Federal Acquisition Regulation and/or Defense Federal Acquisition Regulation Supplement, Service Contract Labor Standards, formerly known as the McNamara-O'Hara Service Contract Act of 1965 ("**SCLS/SCA**"), Davis-Bacon Act of 1931, Federal Paid Sick Leave (EO 13706), or any other federal law where a security clearance or any kind of government-issued credential or designation is required.

EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

