COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: July 17, 2012
Submitting Department(s):
Department of Finance

BRIEF SUBJECT/ISSUE DESCRIPTION:
Request approval of encumbrance list for 2011-12 unfulfilled commitments.

Contact: Stanley T. Rozmaryn
Phone: 934-6476

AGENDA PLACEMENT
APPOINTMENT – Appearances by: (Specify Name & Title)

Required 5 Minutes

□ Business – No □ Consent
□ Correspondence □ Reports & Notices

AFFECTED DEPARTMENT(S)

□ Receive Concurrency

ATTACHMENTS
Board Report
□ Letter
□ Minute Order
□ Contract
Transfer
Grant App.
□ Resolution

LEGAL/PERSONNEL/FISCAL
□ County Counsel
Personnel
□ Finance
County Administrative Office

CLERK INSTRUCTIONS
□ Return Minute Order
□ Return Certified Copy Of:

□ Other:

PUBLIC HEARINGS & COMMITTEE VACANCIES

Public Hearings:
□ Published
□ Affidavit on File w/Clerk
□ Affected Parties Notified

Committees:
□ Vacancy Posted
□ Application Attached

□ State □ Federal

LEGISLATION
Bill#:
□ Latest Version of Bill
□ Draft Letter Attached
□ List of Supporters/Opposers
□ Statement of Relevance to County Interests
□ Description Attached

FUNDING SOURCE/IMPACT
□ General Fund Impact
□ Other: ______
□ Budgeted
□ Transfer Attached
□ 4/5ths Vote Required
□ Contingency Request

CONTRACTS, LEASES & AGREEMENTS
□ New □ Renewal
□ Amendment
□ Insurance Certificate
□ Contract Report
Date of Original Contract:
Contract No.:
Fiscal Year:

RECOMMENDED ACTION/MOTION:
Approve encumbrance request as presented.

Reviewed By (if applicable):

Department Head

Personnel Director

Department of Finance

cc:
Glenn County Board of Supervisors
Willows, CA 95988

RE: Report to the Board of Supervisors

EXECUTIVE SUMMARY
Encumbrance requests have been received from departments that have contracts that were not completed and payments have not been made for fiscal year 2011-12.

SPECIFIC RECOMMENDATION(S):
The Director of Finance requests approval to encumber appropriations for 2011-12 unfulfilled contract commitments as listed.

HISTORY AND BACKGROUND:
Government Code §29143 states that any unencumbered balance remaining to the credit of any appropriations shall lapse at the end of the fiscal year and shall revert to the available balance of the fund from which appropriated. Occasionally at the end of the fiscal year departments may have unfulfilled contract commitments which will carry forward in to the new fiscal year. Appropriations for those commitments, if not encumbered, would revert to fund balance at the end of the fiscal year and would not be budgeted to cover expenses in the new fiscal year.

FISCAL/PERSOENNEL IMPACT(S):
Appropriations from fiscal year 2011-12 will be transferred, reserved and carried forward to fiscal year 2012-13 to establish appropriations for payment of unfulfilled commitments.

Respectfully Submitted,

Stanley T. Rozmaryn
Director of Finance
## ENCUMBRANCE REQUESTS FOR FISCAL YEAR 2011-12

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>ORG KEY</th>
<th>OBJECT</th>
<th>OBJECT NAME</th>
<th>AMOUNT OF REQUEST</th>
<th>PURPOSE</th>
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<tbody>
<tr>
<td>ASSESSOR, CLERK-RECORDER, ELECTIONS</td>
<td>Recorder</td>
<td>01012220</td>
<td>03230</td>
<td>Professional Services</td>
<td>14,117.83 Unfulfilled purchase agreement - Microfilm inspection</td>
</tr>
<tr>
<td>DISTRICT ATTORNEY</td>
<td>DA Seizure</td>
<td>01054420</td>
<td>03286</td>
<td>IT Expenses</td>
<td>11,000.00 Unfulfilled contract - Karpel case management system</td>
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<tr>
<td></td>
<td>DA Insurance Fraud Trust</td>
<td>04680000</td>
<td>03286</td>
<td>IT Expenses</td>
<td>10,000.00 Unfulfilled contract - Karpel case management system</td>
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<tr>
<td>SHERIFF</td>
<td>Boat Patrol</td>
<td>01042360</td>
<td>03280</td>
<td>Special Dept Expense</td>
<td>5,566.00 Unfulfilled purchase order#12036 - waterproof radios</td>
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**TOTAL ENCUMBRANCE REQUESTS**

<table>
<thead>
<tr>
<th>AMOUNT OF REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>40,683.83</td>
</tr>
<tr>
<td>ORG KEY AND OBJECT</td>
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<tr>
<td>--------------------</td>
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<tr>
<td>D1012282 B6018</td>
</tr>
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</table>

DATED: 9/13/2012
APPROVED: [Signature]

DEPARTMENT HEAD SIGNATURE: [Signature]
GLENN COUNTY PURCHASE AGREEMENT

PFA, Inc.
9980 Glenoaks Blvd., Ste F
Sun Valley, CA 91352-1024

PURCHASE AGREEMENT #2012-01R
ATTENTION

SUBJECT: Inspection and preserving of Original Film as needed.

DATE: June 7, 2012

TO: PFA, Inc.
9980 Glenoaks Blvd., Ste f 678130
Sun Valley, CA 91352-1024

FROM: Sheryl Thur, Glenn County Clerk-Recorder
Glenn County Clerk-Recorder’s Office
516 W. Sycamore Street, 2nd Floor, Willows, CA 95988

COST: (not to Exceed) $14,117.83

DESCRIPTION: Continued Inspection of Film/Rebox/Label and Splice repairs of Original Film as needed. Also for film that is damaged the books will have to be scanned and new film created for the fiscal year of 2012-2013.

I understand and accept the above description and cost. Approval is granted to supply Glenn County Clerk-Recorder’s Department with the above described, along with the “Not to Exceed” amount for the $14,117.83 Fiscal Year.

(See attached)

Name (print)  Signature  Date

For County Use Only

Sheryl Thur
Date
Glenn County Assessor/Clerk/Recorder

Huston T. Carlyle, Jr.
Date
Glenn County Counsel

6/12/2012
GLENN COUNTY PURCHASE AGREEMENT

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9980 Glenoaks Blvd., Ste F
Sun Valley, CA 91352-1024

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______________________________
Chrs  T. Carlyle, Jr.
Name (print)                      Signature                      Date

For County Use Only

______________________________
Sheryl Thur                      Date                            Huston T. Carlyle, Jr.                Date
Glenn County Assessor/Clerk/Recorder Glenn County Counsel
<table>
<thead>
<tr>
<th>ORG KEY</th>
<th>OBJECT CODE</th>
<th>AMOUNT BEFORE ENCUMBER</th>
<th>UNFULFILLED CONTRACT WITH KARPEL SOLUTION FOR CASE NMM/1 SYSTEM</th>
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<td>01054420</td>
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<td>11,000.00</td>
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<td>04690000</td>
<td>03286</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
</tbody>
</table>

Department Head Signature:  
8-May-12
Contract Report

As directed by the Board of Supervisors, the Clerk shall maintain the official file of all Contracts, unless the Department Head is authorized to execute. A Contract Report is to be completed and submitted with such Contracts to the Board of Supervisors' Division of the County Clerk's Office. Department Heads are responsible for administration of assigned Contracts and required insurance certificates.

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1866

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Delineator</th>
<th>Trait</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Delineator = .a, .b, etc = Subcontracts
.1, .2, etc = Contract Amendments

Fiscal Year = (optional to be used for new FY Contracts in same # continuing Contract)

Traits = P/Pending - Original Contract Not on File/to be submitted
GP/Grant Pending - Original Contract to be submitted if grant is awarded
E/Exempt - Original Contract Exempt from Filing with Clerk
A/Acknowledgment - Contract Acknowledgment Pending

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Contract Category: Service

(Construction, Franchise, Interagency, JPA, Maintenance, Miscellaneous, Property Lease, Service, State, Grant)

Administering Department: District Attorney

Contract Executed By: Board of Supervisors

Authority for Execution: Minute Order 8 of April 3, 2012

Contractor: Karpel Solutions

Description of Contract: Data Processing Contract

*Contractor's Tax ID#/Social Security #

n/a

Beginning Term Date: 7/1/2012

Ending Term Date: 6/30/2015

Recommended Review Date:

If no termination date is specified within the Contract, indicate recommended review date not to exceed one year increments

Contract Amount Paid BY County:

Contract Amount Paid TO County:

Not to Exceed: $34,780.00

Other Terms:

(Other Terms: Rate per month/hour/quarter, etc.)

Insurance Required by County?: Yes

Insurance End Term: 11/4/2012

Insurance Requirement Waived by County Counsel

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Contract Notes:

Please indicate other changes to be made to database and whether contract is open, closed, renewal being processed, etc.

* Social Security Number REQUIRED for Independent Contractors

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Clerks Notes:

Monitored by:

Audited By:

Prepared by:

Status:

Report Completed | 5/2/2012

New File

Existing File

Contract Status: Open

To Dept for filing with Contract
DATA PROCESSING CONTRACT

The COUNTY OF GLENN ("COUNTY") and KARPEL SOLUTIONS ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**
   
   This contract shall commence on July 1, 2012, and end on June 30, 2015, unless sooner terminated as specified herein.

2. **Scope of Services.**
   
   CONTRACTOR, for COUNTY’S benefit, shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**
   
   In consideration for CONTRACTOR’S performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**
   
   The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**
   
   CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

   (a) Comprehensive general liability insurance: $1,000,000

   (b) Professional liability insurance: $1,000,000

   (c) Comprehensive motor vehicle liability insurance: $300,000

6. **Termination.**

   [ ] There are no additional provisions to this contract.

   [X] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

   [ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.
8. **Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

**Contract Administrator for COUNTY**

Name: Robert J. Maloney  
Title: District Attorney  
Address: 540 W. Sycamore Street  
Willows, California 95988  
Telephone No.: 530-934-6525  
Fax No.: 530-934-6529

**Contract Administrator for CONTRACTOR**

Name: Jane Quick  
Title: Account Executive  
Address: 5714 S. Lindbergh Blvd., Suite 200  
St. Louis, Missouri 63123  
Telephone No.: 314-892-6300  
Fax No.: 314-892-8035

**SIGNATURES**

**APPROVED BY COUNTY:**

Name: Steve Soeth  
Chair, Glenn County Board of Supervisors  
Date: April 3, 2012

**APPROVED BY CONTRACTOR:**

Name: Jane Quick  
Title: Account Executive  
Date: 4/12/2012

**APPROVED AS TO LEGAL FORM:**

Glenn County Counsel  
Date: March 6, 2012
ATTACHMENT A

SCOPE OF SERVICES

CONTRACTOR agrees to provide the following services:

1. 8 User Licenses for Prosecutor by Karpel for COUNTY.
2. Conduct Online Pre-Implementation Meetings.
3. Provide hosted database installation/configuration on CONTRACTOR'S virtual environment (Cloud implementation).
4. Install Client Support Tool for 8 user licenses, and conduct system compatibility check.
5. Install External Agency View which allows authorized law enforcement agencies view access.
6. Provide document conversion for all documents currently used in District Attorney's Office.
7. Provide 4 days of on-site training.
8. Setup 8 workstations in COUNTY'S District Attorney's Office for access to CONTRACTOR'S server.
9. Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by COUNTY prior to start of such work. No additional charges will be incurred without prior written approval from COUNTY.
10. CONTRACTOR will provide COUNTY with a Nonexclusive License agreement as part of the Contract.

COUNTY agrees to provide the following services:

1. COUNTY will provide all hardware for operations including workstations, printers, cameras, signature pads, scanners or other devices.
2. COUNTY will provide internet access from the District Attorney's workstations in order to operate the application software via the internet.
3. All COUNTY workstations must have in operation Internet Explorer 9.0 or better and Microsoft Word 2010 or better.
4. All information necessary for the proper design of the application shall be provided and explained by COUNTY to CONTRACTOR.
5. Access to client facilities as necessary.
6. Access to systems and equipment as required by Karpel Solutions.
7. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.
ATTACHMENT B
PAYMENT SCHEDULE

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be on the following basis: (check one)

[ ] One month in arrears.
[ ] Upon the complete performance of the services specified in Attachment A.
[X] The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract. Payment schedule to be 50% of Software User Licenses ($9,000.00) due upon signed contract agreement and the remaining cost due upon completion of implementation and training ($25,780 plus actual travel expenses to include airfare, lodging, and ground transportation), net thirty (30) days from the submitted invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

[ ] a total lump sum payment of $ __________________________, or
[X] a total sum not to exceed $34,780.00 plus actual travel expenses to include airfare, lodging, and ground transportation.

For services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

[ ] There are no additional terms of compensation.
[X] The following specific terms of compensation shall apply: (Specify)

COUNTY shall pay CONTRACTOR a one-time user license fee for 8 users of $18,000.00; an implementation fee of $7,900.00 for the installation/configuration setup of the hosted database on CONTRACTOR’S virtual environment (Cloud implementation); and onsite training for 8 users for $4,800.00 plus actual travel expenses to include airfare, lodging, and ground transportation as set forth in Attachment D.

COUNTY shall pay CONTRACTOR an annual technical support fee of $3,600.00 in order to receive software updates and technical support and such other support services as set forth in Attachment D.

COUNTY shall pay CONTRACTOR an annual fee for hosted services for 8 users of $480.00 as set forth in Attachment D.
ATTACHMENT C

GENERAL TERMS AND CONDITIONS

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

a) Each policy shall be issued by a company authorized by law to transact business in the State of California.

b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.

c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of Glenn and its officers, agents and employees as additional insureds.

d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of the CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.

d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.
C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontract or CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyrights claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

Revised 11/11
C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties’ contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

a) The day the notice is personally delivered to the contract administrator or the office of the party’s contract administrator; or
b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.
ATTACHMENT D TO DATA PROCESSING SERVICE AGREEMENT

Glenn County California
District Attorney

Contract for

PROSECUTOR by KARPEL

PROSECUTORbyKarpel®

A Hosted Solution
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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Glenn County, a political subdivision of the State of California (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into this contract wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (PbK)®.

1. Confidentiality Statement

This document is the intellectual property of Karpel Solutions. Client agrees that the information contained within this proposal is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of Glenn County or for any other purposes other than to evaluate this contract. If the Client is required by statute or case law to disclose any information in this agreement then Client shall notify Karpel Solutions three (3) business days prior to the release. This agreement does not limit Client the right to use information contained within this contract if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.
2. **Scope of Work**

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

<table>
<thead>
<tr>
<th>Deadline</th>
<th>Task Description</th>
<th>Days out</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 24, 2012</td>
<td>Final Contracts, Implementation Agreement signed. Review this schedule. Minimum Server and Workstation requirements are explained. Legacy Application Analysis and Legacy Database is given to Karpel to begin the data conversion.</td>
<td>90</td>
</tr>
<tr>
<td>May 24, 2012</td>
<td>Server &amp; PC assessment completed and any necessary hardware or software ordered to meet PBK Installation Prerequisites.</td>
<td>60</td>
</tr>
<tr>
<td>June 23, 2012</td>
<td><strong>1st 4-hour Data Conversion Webinar and PBK Overview</strong>. Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). PBK Pre-load configuration is explained and initial Document Templates are received. Initial workflow pre-configuration is conducted. Installation of SQL and PBK on the server by Karpel. Karpel Support installation and application testing on each workstation should begin at this time.</td>
<td>30</td>
</tr>
<tr>
<td>July 2, 2012</td>
<td>Additional Legacy Documents and a fully complete PBK Pre-Load Spreadsheet is received by Karpel.</td>
<td>21</td>
</tr>
<tr>
<td>July 9, 2012</td>
<td>Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.</td>
<td>14</td>
</tr>
<tr>
<td>July 9, 2012</td>
<td><strong>2nd 4-hour Data Conversion Review Webinar</strong> - Karpel will install the preliminary data on the production site for this Webinar including completed Document templates and Event Entry Configuration. Customer must validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials over the next two weeks.</td>
<td>14</td>
</tr>
<tr>
<td>July 18, 2012</td>
<td>Complete support tool installation and testing of all workstations.</td>
<td>5</td>
</tr>
<tr>
<td>July 23, 2012</td>
<td>Final Configuration of PBK is performed with all System Administrators present. User Training begins. Customer begins using PBK in a live state.</td>
<td><strong>Go Live</strong></td>
</tr>
</tbody>
</table>

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.
3. **Other Information**

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

3.1 **General Client Responsibilities**

In order for the project to be completed on time and on budget, Client shall provide:

1. Access to client facilities as necessary.
2. Access to systems and equipment as required by Karpel Solutions.
3. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.
4. Investment Summary

Karpe Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below,

PROSECUTOR by KARPEL

HOSTED Solution

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software User Licenses</td>
<td>8</td>
<td>$2,250</td>
<td>$18,000</td>
</tr>
<tr>
<td>Online Pre-Implementation Meetings (hourly)</td>
<td>6</td>
<td>$150</td>
<td>$900</td>
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<tr>
<td>Hosted database install/configuration</td>
<td>1</td>
<td>$600</td>
<td>$600</td>
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<tr>
<td>Client Support Tool installation and system compatibility check</td>
<td>8</td>
<td>$50</td>
<td>$400</td>
</tr>
<tr>
<td>Data Conversion</td>
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</tr>
<tr>
<td>External Agency View</td>
<td>1</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Document Conversion (all documents)</td>
<td>1</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Training Days - onsite support</td>
<td>4</td>
<td>$1,200</td>
<td>$4,800</td>
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<tr>
<td>Annual Support</td>
<td>8</td>
<td>$450</td>
<td>$3,600</td>
</tr>
<tr>
<td>Hosted Services (per user/per month)</td>
<td>8</td>
<td>$40</td>
<td>$480</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td></td>
<td></td>
<td>$34,780</td>
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<tr>
<td>3rd Party Software (Adobe Pro)</td>
<td>1</td>
<td>$200</td>
<td>$200</td>
</tr>
<tr>
<td>LE Interface setup and testing (per agency)</td>
<td>1</td>
<td>$2,400</td>
<td>$2,400</td>
</tr>
<tr>
<td>Additional training $150/hr</td>
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<td></td>
</tr>
<tr>
<td>Additional programming $150/hr for customization</td>
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</tbody>
</table>

* Adobe Acrobat Pro is required for our integrated document redation/bates numbering and is not provided by Karpe Solutions.
It is recommended that users who work with and provide discovery have this software.
** Hosted services is invoiced annually.

This fee does not include additional hardware, Microsoft licenses or networking services that may be necessary to properly and legally operate the application. Said expenses are the Client's sole responsibility.

Server installation includes application SQL database and configuration of SQL Server for PROSECUTORbyKarpe® and shall be performed by Karpe Solutions due to the complexity of the configuration.
Travel expenses include airfare, lodging and ground transportation.

As with any project, all prices are subject to change as new information arises, or as workload increases. Karpel Solutions will seek approval from Client if more work will be necessary to make the changes along the way, as described above.

Payment Terms
Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining cost due upon completion of implementation and training.
5. Annual Support

5.1.1 Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The initial support period shall begin from the date of software installation as part of the initial licensing purchase. The Client may elect to purchase subsequent annual support, on a yearly basis at fixed cost, billed annually as referenced in Section 4 above. The option to purchase annual support is solely at the Client’s discretion. The Client’s license to use PROSECUTORbyKarpel® is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided the Client is current with annual support payments, Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract.

5.1.2 Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

5.1.3 Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day, excluding Federal holidays. Technical support services shall be available between the hours of 7:00 a.m. through 7:00 p.m. Central time, via a toll free telephone number provided.

5.1.4 Support services include the detection and correction of software errors and the implementation of all PROSECUTORbyKarpel® program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users.

5.1.5 Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquiries through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:
The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:

Severity Level 1 shall be defined as urgent situations, when the customer’s production system is down and the customer is unable to use the Licensed Program, Karpel Solutions’ technical support staff shall accept the customer’s call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the customer’s call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the customer.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer’s environment. The Licensed Program may operate but is severely restricted. Karpel Solutions’ technical support staff shall accept the customer’s call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the customer’s call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with the Licensed Program but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions’ technical support staff shall accept the customer’s call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the customer’s call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the customer.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions’ technical support staff shall accept the customer’s call for assistance at the time the customer places the initial call; however if such staff is not immediately available, Karpel Solutions shall return the agency’s call on average no later than the next business day.
6. **License Terms and Use**

This software is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished herewith (together referred to herein as, PROSECUTORbyKarpel®, subject to the provisions hereof. Client cannot distribute, rent, sublicense or lease the software. A license may not be shared by more than one full-time employee (40 hours per week), nor more than two (2) part-time employees, working no more than 40 hours per week together. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.

2. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.

3. PROSECUTORbyKarpel® and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PROSECUTORbyKarpel® is licensed for a single installation of one full-time employee. A separate license is required for each installation of PROSECUTORbyKarpel®. Client shall not provide of disclose or otherwise make available PROSECUTORbyKarpel® or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.

4. If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.

5. PROSECUTORbyKarpel® was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PROSECUTORbyKarpel® is "commercial computer software" subject to limited utilization "Restricted Rights." PROSECUTORbyKarpel®, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary; Karpel Solutions will draft and present a “Change Order” to Client for its review and approval. This offer is entire agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Karpel Solutions reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.

Glenn County

____________________________
Name

____________________________
Title

____________________________
Date

Karpel Solutions

____________________________
Name

____________________________
Title

____________________________
Date
7.

KARPEL COMPUTER SYSTEMS, INC. (dba “Karpel Solutions”),
MASTER TERMS AND CONDITIONS

General Terms

1. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void. This offer and/or agreement does not create an employer/employee or agency relationship between the parties or their respective employees.

2. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a “best effort” basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions’ services at the rate stated in the proposal whether or not a successful solution is achieved.

3. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results.

4. Client will pay Karpel Solutions for materials purchased for the client’s use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.

5. A statement for services rendered will be submitted by Karpel Solutions at the completion of the service. The invoice is payable upon receipt. Terms are Net thirty (30) days. Interest shall be applied at the rate of one and one half percent (1.5%) per month on any amounts not received by Karpel Solutions within the due date. Karpel Solutions reserves the right to discontinue performing services for client in the event of nonpayment for services by client, and client agrees to reimburse Karpel Solutions for reasonable collection expenses on delinquent accounts, including attorney’s fees and costs.

6. Client may terminate the Maintenance Agreement thirty (30) business days after it is has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, this Maintenance Agreement and of the Client’s intent to terminate the Maintenance Agreement. Such written notice is to be sent Certified US Mail to Karpel Solutions at 5714 South Lindbergh Blvd., Suite 200, St. Louis, MO 63123. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate the Maintenance Agreement. Karpel Solutions may terminate the Maintenance Agreement on thirty (30) days written notice.

7. Karpel Solutions reserves the right to seek damages if Client is responsible for a subsequent violation of Karpel Solutions’ copyright, and Client assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Karpel Solutions’ copyright.
Limited Warranties, Limitation of Liability, Indemnification

1. **Limited Warranties for all Services provided by Karpel Solutions.** Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations.

2. Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions’ ability to support such software on an on-going basis.

3. Due to the limited nature of Karpel Solutions’ engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, software, systems and/or external data flows already in place at client’s facilities or as may be added by the client.

**Karpel Solutions Employees**

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpe Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpe Solutions employees’ performance, and has the potential to hire Karpe Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpe Solutions’ business and ability to provide its services for others, and as such Karpe Solutions cannot agree to such a hiring. The Client acknowledges that Karpe Solutions employees work for Karpe Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpe Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.
Confidentiality

1. Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.

2. Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to client.

3. Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

Miscellaneous

1. To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

2. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect.

3. This Agreement constitutes the sole agreement between client and Karpel Solutions with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of client and KCS.

4. The parties agree that California law applies to all matters of interpretation of this agreement. The parties further agree that the prevailing party shall be entitled to a judgment for its reasonable attorneys' fees and costs.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER

RAY NOBLE INSURANCE AGENCY
KOURY INSURANCE AGENCY
11039 MANCHESTER RD.
ST. LOUIS MO 63122

KARPEL ENTERPRISES, INC. AND KARPEL COMPUTER SYSTEMS
DBA KARPEL SOLUTIONS
5714 S. LINDBERGH
ST. LOUIS MO 63129

INSURER(S) AFFORING COVERAGE

HARTFORD INSURANCE COMPANY

COVERAGES

CERTIFICATE NUMBER: 42887

REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>NR</th>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADJL. SUBJ. INSR.</th>
<th>POLICY NUMBER</th>
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<tbody>
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<td>A</td>
<td>G</td>
<td>GENERAL LIABILITY</td>
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<td>84SBAVM4817</td>
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<td>COMMERCIAL GENERAL LIABILITY (X) CLAIMS-MADE OCCUR</td>
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<td>ANY AUTO</td>
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<td>UMBRELLA LIABILITY OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION S</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NA)</td>
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<td>DESCRIPTION OF OPERATIONS below</td>
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<td>11/04/12</td>
<td>$5,000 RETENTION</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

GLENNCOUNTY DISTRICT ATTORNEY'S OFFICE
PO BOX 430
WILLOWS CA 95688

Attention: 530-934-5525

CANCELLATION

RECEIVED
MAR 20 2012
DISTRICT ATTORNEY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RAY NOBLE INSURANCE AGENCY

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ACORD 25 (2008/09)
The following Minute Order of the Board of Supervisors is being sent to you for information or possible action. If you have any questions concerning this matter, please call the Board’s office.

Minute Order of the Board of Supervisors
April 3, 2012 Regular Meeting
County of Glenn, State of California

8. District Attorney – Contract for Case Management System
Also Present: Robert Maloney, District Attorney
Matter: Recommendation of Mr. Maloney to:
a. Approve request to enter into a contract with Karpel Solution to provide Case Management Services to automate the functions of the District Attorney’s Office, and authorize the Chairman of the Board of Supervisors to execute Contract; and
b. Approve Transfer of Funds No. 5125 in the amount of $34,780.00 for payment of the aforesaid Contract. (4/5th vote required)

Proceedings: Mr. Maloney reviewed the aforesaid matter
Motion/Second: Supervisor Murray/Supervisor Viegas
Order: Approve the aforesaid matter
Vote: Unanimous.
COUNTY OF GLENN
REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: District Attorney

Narrative: To appropriate from reserves the required amount necessary for payment of contract with Karpel Solutions for a case management system, total implementation cost $34,780.00.

<table>
<thead>
<tr>
<th>Org. Key</th>
<th>Object</th>
<th>Account Description</th>
<th>Beginning Budget</th>
<th>Change Increase (Decrease)</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>01052952</td>
<td>00910</td>
<td>D.A. SLESE</td>
<td>13,853.46</td>
<td>(13,780.00)</td>
<td>73.46</td>
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<tr>
<td>01052952</td>
<td>03286</td>
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<td>13,780.00</td>
<td>13,780.00</td>
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<td>01054420</td>
<td>00910</td>
<td>D.A. SEIZURE</td>
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<td>(11,000.00)</td>
<td>8,004.81</td>
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<td>01054420</td>
<td>03286</td>
<td>IT EXPENSES</td>
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<td>11,000.00</td>
<td>24,780.00</td>
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<tr>
<td>04690000</td>
<td>00910</td>
<td>D.A. INSURANCE FRAUD TRUST</td>
<td>11,464.42</td>
<td>(10,000.00)</td>
<td>1,464.42</td>
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<td>10,000.00</td>
<td>34,780.00</td>
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</table>

Signature of requesting official: ___________________________ Date: 9/6/12

To Board of Supervisors:
There are sufficient balances available to meet this transfer request in the amount of: $34,780.00

Action of Board of Supervisors: ___________________________

Date of Approval: ___________________________

Attest: Clerk of the Board by: ___________________________
<table>
<thead>
<tr>
<th>ORG KEY</th>
<th>OBJECT</th>
<th>REMAINING APPROPRIATION BEFORE ENCUMBRANCE</th>
<th>AMOUNT TO ENCUMBER</th>
<th>REASON AND DESCRIPTION</th>
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<tbody>
<tr>
<td>01042110</td>
<td>03280</td>
<td>7,700.00</td>
<td>4,125.00</td>
<td>OPEN CONTRACT, UNFULFILLED PO#12030 30/TASER REPLACEMENT(S)</td>
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<tr>
<td>01042360</td>
<td>03280</td>
<td>6,200.00</td>
<td>5,566.00</td>
<td>OPEN CONTRACT, UNFULFILLED PO#12036 BW/WATERPROOF PORTABLE RADIOS</td>
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</tbody>
</table>

DATED: 25 JUN 2012

APPROVED: [Signature]
**GLEN COUNTY SHERIFF'S OFFICE**

Sheriff, Coroner, Civil Process, Office of Emergency Services, Animal Control

"Commitment to Service Dedication to Community"

---

**P.O. NUMBER:** 12-036 BW  
**DATE:** June 18, 2012  
**PAYMENT TERMS:** 30 Days Net

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**BILL TO ADDRESS:**  
Glenn County Sheriff's Office  
Contact: Mary Beth Stanbery (530) 934-6441  
543 W. Oak Street  
Willows, CA  95988

**SHIP TO ADDRESS:**  
Day Wireless  
Contact: Jerry Moskal (530) 342-0890  
121 W. 16th Street  
Chico, CA  95928

---

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>NOMENCLATURE</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
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<td>APX6000 MODEL 2.5 PORTABLE RADIO</td>
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<td>2</td>
<td>G241BC</td>
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<td>2</td>
<td>H35BU</td>
<td>Add conventional operation</td>
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<td>2</td>
<td>QA01749AB</td>
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<tr>
<td>2</td>
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<td>ENH; SUBMERSIBLE (Delta T)</td>
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<td>400.00</td>
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<td>2</td>
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<td>Impress CG SU APX7000US/NACALA</td>
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<td>2</td>
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<td>Impress RSM, IP57</td>
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<td>114.40</td>
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<td>1</td>
<td>EACH</td>
<td>SALES TAX</td>
<td>376.25</td>
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**Total:**  
5,665.85

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**PRINTED NAME & TITLE OF AUTHORIZING SIGNATURE:**  
Larry Jones  
Sheriff-Coroner

---

**OTHER INSTRUCTIONS:**  
Payment 30 days net from receipt of goods and invoice  
Payable to Day Wireless  
121 W. 16th Street  
Chico, CA 95928

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**AUTHORIZING SIGNATURE:**  
 Larry Jones

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**Date:**  
21 June 2012

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**543 W. Oak Street • Willows, CA 95988**  
Administration (530) 934-6441 • Fax (530) 934-6473  
24 hour (530) 934-6431 • (530) 865-1122 • Fax (530) 934-6429  
Jail (530) 934-6428 • Fax (530) 934-6427