



**County of Solano
Standard Performance Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Customer named below:

County of Solano Superior Court of California

CUSTOMER'S NAME

2. The Term of this Contract is:

July 1, 2017 to June 30, 2018

3. The maximum amount of this Contract is:

\$ 73,674.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

The parties have executed this Contract as of the 11 day of April, 2017.


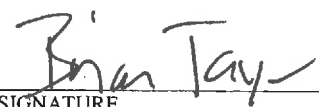
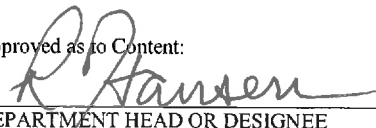

CUSTOMER	COUNTY OF SOLANO
County of Solano Superior Court of California CUSTOMER'S NAME	 AUTHORIZED SIGNATURE
 SIGNATURE	Birgitta E. Corsello, County Administrative Officer TITLE
Brian Taylor, Court Executive Officer PRINTED NAME AND TITLE	675 Texas Street ADDRESS
600 Union Avenue ADDRESS	Fairfield, CA 94533 CITY STATE ZIP CODE
Fairfield, CA 94533 CITY STATE ZIP CODE	Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE Approved as to Form:  COUNTY COUNSEL

EXHIBIT A
SCOPE OF WORK

The purpose of this Contract is to define the services that will be provided to the Court by County Department of Information Technology (“DoIT”) either by County DoIT employees or by County’s contracted provider, Conduent State & Local Solutions, Inc. (Conduent), formerly Xerox State & Local Solutions, Inc. The County will charge the Court for specified services at a fixed price as agreed to by the Court. Specified levels of service and details of unit charges not addressed in this contract will be as specified in the Statements of Work within the contract between County and Conduent for that portion of the term of the County/Conduent Contract that pertains to the services to be provided pursuant to this Contract.

1 County Department of Information Technology shall be responsible for the following:

A. Provide access to County information technology systems (IT) and infrastructure services including support services provided by County staff and County contracted information technology services. The County agrees to provide intended charge information to the Court at the same time and in the same manner as the County informs County departments. The Court agrees to pay the cost of services rendered by the County and those rendered by Conduent to the Court under the Conduent contract with Solano County. Services provided include:

- Application support services
- Data Center operations support and backup services
- Data Communications services
- Database Administration

B. Services are provided for the current hardware and software environment and do not include the cost of procuring new or replacement hardware or software. Current hardware in use by the Court, with maintenance contracts costs being paid by the Court, may be discontinued by the discretion of the Court. The Court will give the required notification to the maintenance contract vendors.

2. Court agrees that any IT service involving any installation of hardware or software that may have an impact upon County systems will be coordinated with the County’s Department of Information Technology. Court will ensure at all times the integrity of the IT systems provided by the County.

The parties agree that the costs set forth in Exhibit B are predicated on the contract between County and Conduent, which is incorporated into this Exhibit as if fully set forth herein. Should those contract costs be increased, the parties agree that the applicable costs will be passed on directly to the Court. If those costs are disputed by the Court, the Court shall have the option to either reduce the level of service provided in this Scope of Work or terminate this Contract in its entirety.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

Upon submission of an invoice by County, and upon approval of Court's representative, Court shall pay County monthly in accordance with Section 3 below.

2. TERMS

All payments are due within 30 days of the date of the invoice, and payments should be made to County of Solano and mailed and/or delivered to IT Finance and Administration Manager 675 Texas St, Suite 3700, Fairfield, CA 94533. The contract is a fixed price with 1/12th of the total price invoiced monthly. If the hours estimated below are exceeded within the term of the contract, then the additional hours will be billed at the appropriate rate for the associated service listed in section 3, for Applications, Data Network and Operating Costs

3. INFORMATION TECHNOLOGY SERVICES

IT COSTS FOR SUPERIOR COURT

<u>Services</u>	<u>Amount</u>	<u>Details</u>			
Applications	\$50,508	Costs and Rates for Applications	Hours	Rate	Fixed Cost
		Data Base Administrator	350	\$114.91	\$40,218
		Systems Programming		\$87.99	
		Applications Support	100	\$102.90	\$10,290
					\$ 50,508
		Costs and Rates	Estimated Hours	Rate	Fixed Cost
Data Center	\$13,000	Data Center			\$13,000
Data Network		Data Network		\$85.78	
Administrative Costs	\$10,166				
Total	\$73,674				
Billed Monthly 1/12 th	\$6,139.50				

Hardware Maintenance Contract

Hardware Maintenance Contract
Cost as Time and Materials will be
provided by Superior Court

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TIME

Time is of the essence in all terms and conditions of this Contract.

2. TERMINATION

This Contract may be terminated by County or Customer, at any time, with or without cause, upon 90 days written notice from one to the other.

3. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

4. WARRANTY

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

5. DEFAULT

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

6. INDEMNIFICATION

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

7. INSURANCE

The County and the Court shall each maintain their own liability insurance coverage, against any claim of civil liability arising out of performance of this Contract, and provide appropriate evidence of such coverage to the other party upon request.

8. INDEPENDENT CUSTOMER

A. The parties mutually understand that this Contract is by and between two independent Customers and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. As an independent contractor, County is not subject to the direction and control of Customer except as to the final result contracted for under this Contract. Customer may not require County to change County's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. County may provide services to others during the same period County provides service to Customer under this Contract.

9. COMPLIANCE WITH LAW

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

10. CONFLICT OF INTEREST

A. Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract.

11. INSPECTION AND AUDIT

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours. This Contract is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

12. NONDISCRIMINATION

A. In rendering services under this Contract, both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

13. UNFORESEEN CIRCUMSTANCES

County is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond County's reasonable control, provided County gives written notice to Customer of the cause of the delay within 10 days of the start of the delay.

14. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

15. CHANGES AND AMENDMENTS

A. County may request changes in Customer's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Customer's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

16. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

17. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

18. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

19. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

20. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Customer other than those contained.