

AGREEMENT NUMBER 06-7783
REGISTRATION NUMBER 08200101156293

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF JUSTICE
 CONTRACTOR'S NAME
El Dorado County Sheriff's Department
- The term of this Agreement is: **11/01/2006** through **06/30/2007**
- The maximum amount of this Agreement is: **\$ 20,000.00**
 (Twenty Thousand Dollars and Zero Cents)
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	1 Page
Exhibit B – Budget Detail and Payment Provision	1 Page
Exhibit C* – General Terms and Conditions	GTC-306 *
Exhibit D – Special Terms and Conditions	4 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ois.dgs.ca.gov/Standard Language](http://www.ois.dgs.ca.gov/StandardLanguage)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) El Dorado County Sheriff's Department		
BY (Authorized Signature) 	DATE SIGNED 12/18/06	
PRINTED NAME AND TITLE OF PERSON SIGNING JEFF NEWS, SHERIFF		
ADDRESS 300 Fair Lane Placerville, CA 95667 (530) 621-5678		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF JUSTICE		
BY (Authorized Signature) 	DATE SIGNED 12/21/06	
PRINTED NAME AND TITLE OF PERSON SIGNING JOAN E. KIRTLAN, Manager, Contracts & Purchasing		
ADDRESS 1300 I Street, 8 th Floor Sacramento, CA 95814		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Justice (DOJ) services as described herein.

The El Dorado County Sheriff's Department will modify their mug shot photo imaging system in order to interface with the DOJ Cal Photo System. This interface will allow all Cal Photo users in the State access to the mug shot photos resident in the El Dorado County Sheriff's Department photo database. Access to these mug shots is vital to law enforcement agencies because minutes are critical in identifying suspects and solving crimes. The County is in the best position to furnish, at their facilities, the materials and support services that could not feasibly be provided by the State in the location where the services are to be performed. The DOJ will reimburse the County for this project.

The project representatives during the term of this agreement will be:

State Agency: Department of Justice	Contractor: El Dorado County Sheriff's Department
Name: Cynthia Won-Nakata	Name: Jeff Neves
Address: 4949 Broadway	Address: 300 Fair Lane
City, State, Zip: Sacramento, CA 95820	City, State, Zip: Placerville, CA 95667
Phone: (916) 227-3858	Phone: (530) 621-5678
Fax: (916) 227-4589	Fax: (530) 626-9472

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment For full and satisfactory performance of the services provided pursuant to this Agreement, the Department of Justice shall pay the Contractor a **one-time payment of \$20,000.00 upon completion of the interface and acceptance by the DOJ.** The total amount which may be paid under this Agreement shall not exceed **\$20,000.00 (Twenty Thousand Dollars and Zero Cents)** with the actual amount being dependent upon the extent of the Contractor's services required by the Department of Justice.

The contractor shall secure prior written authorization from DOJ before purchasing articles, supplies, or services exceeding \$1,000.00. The Contractor in its request for authorization must include all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost, with three (3) competitive quotations or the absence of bidding adequately justified. The Contractor must maintain books, records, documents, and other evidence pertaining to the reimbursement expense and hold them available for examination, audit, excerpt, transcription, and inspection by the State of California for a reasonable number of years. The Contractor agrees that the State of California reserves title to any property purchased or financed from the proceeds of this Agreement if such property is not fully consumed in the performance of this Agreement. This provision shall be operational even though such property may have been purchased in whole or in part by Federal funds and absent a Federal requirement for transfer of title. The Contractor understands that no Federal or State income tax shall be withheld from the payments under this Agreement. However, the State of California is required to report all payments to the Internal Revenue Service and Franchise Tax Board for tax purposes.

Travel and per diem expenses necessarily incurred in performance of the services rendered shall be reimbursed in accordance with the current State of California, Department of Personnel Administration Regulations applicable to State of California employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Department of Justice.

The Contractor understands that no Federal or State income tax shall be withheld from the payments under this Agreement. However, the State of California is required to report all payments to the Internal Revenue Service and Franchise Tax Board for tax purposes.

Invoicing The Contractor shall submit invoices **in arrears and in triplicate**, stating the Agreement Number, dates of service, description of service(s) provided on those dates, charges for those services, any expense(s) incurred, and a total amount payable for each invoice. For all expenses incurred, each invoice must include necessary supporting documents and/or substantiation of travel and per diem costs, except mileage. The invoice shall be submitted to:

OFFICE OF THE ATTORNEY GENERAL
Attn: Cynthia Won-Nakata
4949 Broadway
Sacramento, CA 95820

Budget Contingency Clause It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause Payment will be made **in arrears**, in accordance with the provisions of the California Prompt Payment Act, Government Code section 927, et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services; (b) receipt of an undisputed invoice - whichever is later.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the agreement by reference to Internet site: www.ols.dgs.ca.gov and click on Standard Language. Please read the terms and conditions that are applicable to this Agreement by accessing the above-referenced website. (Please note that there may be several different versions of the Terms and Conditions on the website. Refer to page one of this Agreement to find the date and number of the Terms and Conditions that are applicable to this Agreement). By signing this Agreement you are agreeing to be bound by these Terms and Conditions.

If you do not have access to the Internet, please contact the Department of Justice contact person listed in Exhibit A to this Agreement and a copy of the General Terms and Conditions will be sent to you.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Control and Direction The Department of Justice shall at all times maintain control and direction over the scope of work being performed under this Agreement. The Department of Justice reserves the right to change the tasks as defined within the general scope of the work to be performed by the Contractor. These changes shall be accomplished by written amendment to this Agreement.

Termination The Department of Justice may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Department of Justice may proceed with the work in any manner deemed proper by the Department. All costs to the Department of Justice shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

Additionally, the Department of Justice reserves the right to terminate this Agreement when such termination is in the best interest of the Department. Such termination is subject to 30 days written notice to the Contractor.

Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying whether termination is for default of the Contractor or for the convenience of the Department of Justice, the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination and except as otherwise directed by the Department of Justice, the Contractor shall:

- o Stop work under this Agreement on the date and to the extent specified in the notice of termination;
- o Transfer title to the Department of Justice (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Department of Justice the work in process, completed work and other material produced as a part of, or acquired in respect of the performance, the work terminated.

Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

Confidentiality of Data All financial, statistical, personal, technical, and other data and information relating to the Department of Justice's operations which are designated confidential by the Department of Justice and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the Department of Justice to be adequate for the protection of the Department of Justice's confidential information, such methods and procedures may be used, with the written consent of the Department of Justice, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

Copyrights and Rights in Data The Department of Justice reserves the right to use, to authorize others to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever, the activities supported by this Agreement that produce original computer programs, writings, sound recordings, pictorial reproductions, drawings, or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form). The Department of Justice reserves its right to any original materials produced pursuant to this Agreement.

Contractor Evaluation Within sixty (60) days after completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within fifteen (15) working days of the completion of the evaluation. (PCC 10369) This evaluation shall not be a public record.

EXHIBIT D

Publications Before publishing any materials produced by activities supported by this Agreement, the Contractor shall notify the Department of Justice ninety (90) days in advance of any such intended publication and shall submit twenty (20) copies of the materials to be published. Within sixty (60) days after any such materials have been received by the Department of Justice, the Department of Justice shall submit to the Contractor its comments with respect to the materials intended to be published. The Contractor shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of the Department of Justice and shall advise the Department of Justice of its determination within fifteen (15) days after such comments have been received by the Contractor. If the Contractor determines not to incorporate any of the comments of the Department of Justice into the text of the materials, it may publish the materials provided that the initial preface of introduction to these materials as published contain the following:

- o A disclaimer statement reading as follows: "The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the Department of Justice. The Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use and to authorize others to use these materials."
- o The comments of the Department of Justice are full, unabridged, and unedited.

If the Contractor wishes to incorporate some or any of the comments of the Department of Justice in the text of the materials, it shall revise the materials to be published and resubmit them to the Department of Justice which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, the Contractor shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to the Department of Justice and shall advise the Department of Justice of this determination within fifteen (15) days after receipt of the comments of the Department of Justice. Thereafter, the materials may be published or revised in accordance with the procedures set forth above for the publication of materials on which the Department of Justice has submitted the comments to the Contractor.

If the Department of Justice has not submitted its comments on any materials submitted to it within ninety (90) days after the Department of Justice has received any such materials, the Contractor may proceed to publish the materials in the form in which they have been submitted to the Department of Justice but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

Patents If any discovery or invention arises or is developed in the course of or as a result of work performed under this Agreement, the Contractor shall refer the discovery or invention to the Department of Justice. The Contractor hereby agrees that determinations of rights to inventions or discoveries made under this Agreement shall be made by the Department of Justice, or its duly authorized representative, who shall have the sole and exclusive powers to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Department of Justice, or its duly authorized representative, shall be accepted as final. The Contractor agrees and otherwise recognizes that the Department of Justice shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes and invention made in the course of or under this Agreement.

Assignment or Subcontracting It is the policy of the Department of Justice to withhold consent from proposed assignments, subcontractors, or novations when such transfer of responsibility would operate to decrease the Department of Justice's likelihood of receiving performance on this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the Department of Justice and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the Department of Justice shall be void and shall constitute a breach of this Agreement.

Whenever the Contractor is authorized to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

EXHIBIT D

Covenant Against Contingent Fees The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department of Justice shall have the right to terminate this Agreement in accordance with the termination clause and, in its sole discretion, to deduct from this Agreement's price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Disputes Except as otherwise provided in the Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Department of Justice who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor has fifteen (15) calendar days after receipt of such decision to submit a written protest to the Department of Justice specifying in detail in what particulars the Contractor disagrees with the Department's decision. Failure to submit such protest within the period specified shall constitute a waiver of any and all rights to adjustment of the Department's decision and the Department of Justice's decision shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.

Consultant Services (Applies Only to Consultant Services Contracts) The Contractor is advised that the provisions of Public Code sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement.

Outside Legal Counsel (Applies Only to Outside Legal Counsel Contracts) The Contractor shall agree to adhere to legal costs, billing guidelines, litigation plans, and case phasing of activities designated by the Department of Justice. The Contractor shall also submit and adhere to legal budgets as designated by the Department and shall maintain legal malpractice insurance in an amount not less than **\$100,000.00**. The Contractor shall also submit to legal bill audits and law firm audits if requested by the Department. The audits may be conducted by employees or designees of the Department of Justice or by legal cost control providers retained by the Department for that purpose. A contractor may be required to submit to a legal cost and utilization review, as determined by the Department.

Conflict with Existing Law The Contractor and the Department of Justice agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Validity The invalidity in whole or in part of any provision of this Agreement shall not void or effect the validity of any other provision of this Agreement.

Prevailing Wage (Applies Only to Moving, Courier, Security, Video services)

No Contractor or subcontractor performing hereunder shall pay any employee actually engaged in the moving and handling of goods being relocated under such contract less than the prevailing wage rate, as prescribed by California Government Code Section 14920.

It is hereby mutually agreed that the Contractor shall forfeit to the Department a penalty of twenty-five dollars for each calendar day, or portion hereof, for each worker paid by him, or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. Upon the request of the Department of Industrial Relations, these penalties shall be withheld from progress payment due.

EXHIBIT D

Employee Benefits (Applies ONLY to Janitorial and Security Guard services) The Contractor shall comply with Government Code (GC) section 19134, which requires contractors to provide employee benefits that are valued at least 85% of the state employer cost of benefits provided to state employees for performing similar duties. Employee benefits include health, dental and vision. the benefit rate is published by the Department of Personnel Administration (DPA) February 1st of each year and is effective until January 31st of the following year. Contractor may either provide benefits as described above or cash-in-lieu payments for each hour of service employees perform on the covered state contract (excluding overtime). Failure to comply with the provisions of GC § 19134 will be deemed a material breach of this contract, which may result in contract termination at the state's sole discretion. Contractor may access rates and information at www.dpa.ca.gov.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED. CONTRACTOR MAY NOT COMMENCE PERFORMANCE UNTIL SUCH APPROVAL HAS BEEN OBTAINED AND ANY COMMENCEMENT OF PERFORMANCE PRIOR TO AGREEMENT APPROVAL SHALL BE DONE AT THE CONTRACTOR'S OWN RISK.