



Judicial Council of California

455 Golden Gate Avenue · San Francisco, California 94102-3688

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REPORT TO THE JUDICIAL COUNCIL

For business meeting on October 27, 2015

Title	Agenda Item Type
Trial Court Trust Fund Allocations: 2 Percent State-Level Reserve	Action Required
Rules, Forms, Standards, or Statutes Affected	Effective Date
None	October 27, 2015
Recommended by	Date of Report
Trial Court Budget Advisory Committee	October 20, 2015
2 Percent Funding Request Review Subcommittee	Contact
Hon. Brian McCabe, Cochair	Patrick Ballard, Supervisor
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Executive Summary

The Trial Court Budget Advisory Committee's 2 Percent Funding Request Review Subcommittee presents recommendations on two courts' applications for supplemental funding. There is \$37.7 million set-aside in the Trial Court Trust Fund for fiscal year 2015–2016, of which by statute up to 75 percent or \$28.3 million may be allocated by the Judicial Council by October 31. Under the policy adopted by the Judicial Council, courts submitting on or before October 1 can only receive up to the amount the court contributed to the 2 percent state-level reserve fund. If the requested amount is beyond the court's contribution to the 2 percent state-level reserve fund, the Judicial Council may distribute more funding to the court, after October 31 and prior to March 15 of the fiscal year. The total amount requested by the two courts is \$561,000.

Recommendation

Based on actions taken at its October 9, 2015 meeting the Trial Court Budget Advisory Committee's 2 Percent Funding Request Review Subcommittee recommends that the Judicial Council, effective October 27, 2015:

1. Allocate a one-time distribution of \$49,000 to the Superior Court of Mono County.
2. Allocate a one-time distribution of \$512,000 to the Superior Court of Tehama County. The Superior Court of Tehama County will reimburse the Trial Court Trust Fund (TCTF) 2 percent state-level reserve if any recovery occurs due to the civil suit the court has filed. If a subsequent application related to this request is submitted, the court must provide detailed financial information demonstrating why it is unable to address those costs within existing resources.

Previous Council Action

Supplemental funding process and criteria

On June 27, 2012, the Governor signed into law Senate Bill 1021, which repealed the provisions in Government Code section 77209 related to funding for urgent needs from the Trial Court Improvement Fund (TCIF). SB 1021 added Government Code section 68502.5, which requires that the Judicial Council set aside as a reserve an amount equal to 2 percent of the TCTF appropriation in Program 45.10. In response to this new statute, the council, at its August 31, 2012 meeting, approved the policy with regard to the process, criteria, and required information for requesting supplemental funding from the reserve. This process modified what was approved by the Judicial Council at its October 28, 2011 meeting as it related to requests for supplemental funding for urgent needs from the TCIF. (See Attachment A: Judicial Council–Approved Process for Supplemental Funding.)

At the Judicial Council's October 28, 2014 business meeting, the council approved the TCBAC-recommended changes to expedite the distribution of the unexpended reserve funds to trial courts earlier in the fiscal year, and to establish a process for courts to apply for funding for emergencies after these funds have been distributed. For 2015–2016, the TCBAC recommended proposing amendments to the statute that establishes the 2 percent state-level reserve. The council approved the following recommendations at its October 28, 2014 business meeting:¹

1. Starting in 2014–2015, approved the distribution in January, after the Judicial Council's December business meeting, of 75 percent of the remaining Trial Court Trust Fund (TCTF) 2 percent reserve funds. From January 1 through March 15, the remaining 25 percent of the 2 percent reserve are available for court requests due

¹ Judicial Council of Cal., mins. (Oct. 28, 2014), p. 35; see <http://www.courts.ca.gov/documents/jc-20141028-minutes.pdf>

to unforeseen emergencies or unanticipated expenses. These court requests are to be reviewed and recommended to the Judicial Council by a TCBAC [2 Percent Funding Request Review Subcommittee]. Any remaining funds are to be distributed back to the trial courts after March 15. The Judicial Council's current approved supplemental funding process is to be updated by staff to reflect these changes.

2. Directed that court requests due to unforeseen emergencies or unanticipated expenses approved after March 15 and until June 30 be distributed to the court as a cash advance loan [fn. omitted] until the following fiscal year when the court, if necessary, could apply for supplemental funding from the TCTF 2 percent reserve at the Judicial Council's October business meeting in order to repay the cash advance loan. These court requests are to be reviewed and recommended to the Judicial Council.
3. Directed the TCBAC, working with the Court Executive Advisory Committee, Trial Court Presiding Judges Advisory Committee, and the Policy Coordination and Liaison Committee, to recommend proposed amendments to Government Code section 68502.5(c)(2)(B), the statute that establishes the 2 percent reserve, to be included as trailer bill language to the 2015 Budget Act. . . .^[2]

Recommendation 1—Superior Court of Mono County

Allocate a one-time distribution of \$49,000 for the Mono County court's supplemental funding request, an amount beyond the court's contribution to the 2 percent state-level reserve in 2015–2016.

Rationale for recommendation 1

The Mono County court is projecting a \$51,000 (General Fund) negative fund balance for 2015–2016, and therefore submitted an application requesting supplemental funding of \$49,000. The application identifies the reason for applying for supplemental funding as arising from the court's unexpected retirement lump-sum payout in March 2015, an obligation that the court could meet only by applying for a cash advance loan. The court requested a total of \$96,000 as a cash advance loan to allow the court to pay \$49,000 in retirement cash-out and to cover a \$47,000 payroll cash-flow shortfall. The court indicates that at the time of this unplanned expenditure, there was no way to apply to the Judicial Council for supplemental funding since the remaining 2 percent reserve funds were already distributed to the courts.³ At the time of this report the court has repaid the \$47,000 of the cash advance loan that covered payroll, which leaves the \$49,000 for the unexpected retirement cash-out. However, the court indicates that paying back the

² The TCBAC-recommended amendments are in process of being reviewed by the other advisory committees in time to be included as trailer bill language to the 2016 Budget Act.

³ Government Code section 68502.5(c)(2)(B) states, in pertinent part: "By March 15 of each year ... [a]ny unexpended funds shall be distributed to the trial courts on a prorated basis."

remaining \$49,000 for the retirement cash-out will compromise its ability to cover normal operational costs in 2015–2016. (See Attachment B for the application submitted by the Mono County court.)

The application identifies the consequences to the public, access to justice, and court operations of not receiving urgent needs monies. If supplemental funding is not approved, the court will need to furlough staff for five days and face court closure days. If the court is unable to negotiate furloughs as it did in 2014–2015, it will need to lay off one court clerk. The court indicates that, operationally, the loss of one more clerk in a small court will impact all core court operations such as processing filings, assisting the public at the counter, answering public inquiries by e-mail, accepting payments, and clerking court proceedings.

Discussion of options for recommendation 1

On October 9, 2015, the TCBAC’s subcommittee reviewed and discussed the supplemental funding application from the Superior Court of Mono County. The court’s court executive officer (CEO) was present to respond to questions from the members. The results of this review by the TCBAC’s subcommittee are that the Mono County court meets the criteria of the council-approved policy, by demonstrating that the current year budget deficit was due to an unexpected retirement lump-sum payout the court incurred. The court had a retirement payout three years ago that it was able to absorb but that was before the 1 percent reserve cap imposed by Government Code section 77203. Because of the 1 percent reserve cap, the court has been unable to accrue any fund balance for this type of expense (in 2014–2015, the court’s 1% cap amount was only \$18,000). The TCBAC’s subcommittee considered the following options for the supplemental funding request from the Superior Court of Mono County and recommend option 3.

Option 1—Deny the Mono County court’s request. The Mono County court indicates that if funding is not received, furloughs and court closure days or the layoff of one position would need to be implemented. These additional reductions will negatively impact the rendering of dispositions in a timely manner.

Option 2—Approve funding to the court at the 2 percent contribution amount. Option 2 provides for the allocation of \$33,000 from the 2 percent state-level reserve in the TCTF to the Mono County court. This option is consistent with the Judicial Council’s policy in that courts submitting on or before October 1 can only receive up to the amount the court contributed to the 2 percent state-level reserve fund. However, this option would not fund the Mono County court’s projected deficit of \$49,000 (General Fund) in 2015–2016.

Option 3—Grant the Mono County court’s request of \$49,000. Option 3 provides for the allocation of \$49,000 from the 2 percent state-level reserve in the TCTF to the Mono County court for its 2015–2016 General Fund operational deficiency. If the court’s request is approved, employee furloughs and reduced hours and service to the public would not need to be implemented.

Under option 3, the court would receive two allocations in 2015–2016 from the TCTF 2 percent state-level reserve: the first one for supplemental funding of \$49,000, and a second from a proportionate share of any remaining funds from the 2 percent state-level reserve that is allocated to all 58 trial courts regardless of whether the Judicial Council has allocated supplemental funding to the court for an urgent need in the current fiscal year process.

Table 1 below demonstrates the funding impact of options 1, 2, and 3 on the court’s estimated 2015–2016 ending fund balance.

Table 1: Estimated 2015–2016 Ending Fund Balances for the Mono County Court (Options 1, 2, and 3)

	2015–2016 Estimated Fund Balance	Option 1 (\$0)	Option 2 (2% = \$33,000)	Option 3 (\$49,000)
Statutory Restricted Funds	0	0	0	0
General Fund	(51,000)	(51,000)	(51,000)	(51,000)
Court-Estimated Fund Balance	(51,000)	(51,000)	(51,000)	(51,000)
Funding Options		0	33,046	49,000
Revised General Fund		(51,000)	(17,954)	(2,000)
Revised Estimated Fund Balance		(51,000)	(17,954)	(2,000)

Recommendation 2—Superior Court of Tehama County

Allocate a one-time distribution of \$512,000 to the Superior Court of Tehama County, an amount beyond the court’s contribution to the 2 percent state-level reserve in 2015–2016. The Superior Court of Tehama County will reimburse the TCTF 2 percent state-level reserve if any recovery occurs due to the civil suit the court has filed. If a subsequent application related to this request is submitted, the court must provide detailed financial information demonstrating why it is unable to address those costs within existing resources.

Rationale for recommendation 2

The Tehama County court is projecting a \$281,000 (General Fund) negative fund balance for 2015–2016 and submitted an application requesting supplemental funding for \$512,000. The application identifies the reason for applying for supplemental funding as arising from the extraordinary expenditures that the court will have to incur to restore its information technology infrastructure after malicious actions in July 2015 rendered the court’s case management system, telephones, exchange server, jury system, shared and individual drives, and website non-operational. (See Attachment C for the application submitted by the Tehama County court.)

The Judicial Council staff reviewed the completed application submitted by the Tehama County court on October 9, 2015, and determined that it contained all the information required by the council. Although the court is projecting a negative balance of \$281,000

(General Fund), the court's overall fund balance is a negative \$171,000 for 2015–2016, due to the court having \$110,000 in 2% Automation Fund Replacement Distribution that is statutorily restricted for use pursuant to Government Code section 77207.5(b).

The application identifies the consequences to the public, access to justice, and court operations of not receiving urgent needs monies. If supplemental funding is not approved, the court would have to lay off staff, further reducing its public counter and telephone hours. The scheduling of non-priority cases would be prolonged. The deployment of the court's new case management system and e-filing would be halted, preventing the expansion of online access to the public.

Discussion of options for recommendation 2

On October 9, 2015, the TCBAC's subcommittee reviewed and discussed the supplemental funding application from the Superior Court of Tehama County. The court's presiding judge and court executive officer (CEO) were present to respond to questions from the members. The results of this review are that the Tehama County court meets the criteria of the council-approved policy by demonstrating that the current year budget deficit was due to extraordinary expenditures that the court will incur to restore its information technology infrastructure that had become non-operational in July 2015. The subcommittee voted to recommend to the Judicial Council that the court's request be approved but with two conditions. Under the first condition, the TCTF would be reimbursed if the civil suit the court is pursuing is successful in recovering costs for the damage to its technology infrastructure. In addition, although the court appeared to have some funding available, the subcommittee recommended funding of the court's full request after being informed by the CEO that additional costs would continue to be incurred beyond the \$512,000 and a subsequent application would be submitted. The subcommittee considered the following options for the supplemental funding request from the Superior Court of Tehama County and voted to recommend option 3.

Option 1—Deny the Tehama County court's request. The Tehama County court indicates that if funding is not received, the court will have to lay off staff and reduce counter and telephone hours, which would disrupt services to the public.

Option 2—Approve funding to the court at the 2 percent contribution amount. Option 2 provides for the allocation of \$75,000 from the 2 percent state-level reserve in the TCTF to the Tehama County court. Option 2 is consistent with the Judicial Council's policy in that courts submitting on or before October 1 can only receive up to the amount the court contributed to the 2 percent state-level reserve fund. However, this option would not fund the Tehama County court's projected deficit of \$512,000 (General Fund) in 2015–2016.

Option 3—Grant the Tehama County court's request of \$512,000. Option 3 provides for the allocation of \$512,000 from the 2 percent state-level reserve in the TCTF to the Tehama County court for its 2015–2016 General Fund operational deficiency. The Superior Court of Tehama

County would reimburse the TCTF 2 percent state-level reserve if any recovery occurs due to the civil suit the court has filed to recoup costs. If a subsequent application related to this request is submitted, the court must provide the Judicial Council with detailed financial information demonstrating why it is unable to address those costs within existing resources. If the court's current request is approved, a reduction of services to the public would not need to be implemented. Additionally, the court indicates that it would begin to be restored financially to the level it was prior to this extraordinary expense.

Under option 3, the court would receive two allocations in 2015–2016 from the TCTF 2 percent state-level reserve: the first one for supplemental funding of \$512,000, and a second from a proportionate share of any remaining funds from the 2 percent state-level reserve that is allocated to all 58 trial courts regardless of whether the Judicial Council has allocated supplemental funding to the court for an urgent need in the current fiscal year process. However, the Tehama County court would reimburse the 2 percent reserve for the supplemental funding if any recovery occurs due to the civil suit the court has filed.

Table 2 below demonstrates the funding impact of options 1, 2, and 3 on the court's estimated 2015–2016 ending fund balance.

Table 2
: Estimated 2015–2016 Ending Fund Balances for the Tehama County Court
(Options 1, 2, and 3)

	2015–2016 Estimated Fund Balance	Option 1 (\$0)	Option 2 (2% = \$75,000)	Option 3 (\$512,000)
Restricted Funds	110,237	110,237	110,237	110,237
General Fund	(281,190)	(281,190)	(281,190)	(281,190)
Court-Estimated Fund Balance	(170,953)	(170,953)	(170,953)	(170,953)
Funding Options		0	75,000	512,000
Revised General Fund		(281,190)	(206,190)	230,810
Revised Estimated Fund Balance		(170,953)	(95,953)	341,047

Comments, Alternatives Considered, and Policy Implications

As required by the Judicial Council–adopted process for supplemental funding for urgent needs, the Superior Courts of Mono and Tehama Counties were provided a preliminary version of this report for review and comment.

Implementation Requirements, Costs, and Operational Impacts

The costs and operational impacts of granting or not granting the requests of the Superior Courts of Mono and Tehama Counties are discussed within each option.

Attachments

1. Attachment A: Judicial Council–Approved Process for Supplemental Funding
2. Attachment B: Superior Court of California, County of Mono, Application for Supplemental Funding
3. Attachment C: Superior Court of California, County of Tehama, Application for Supplemental Funding

Judicial Council-Approved Process for Supplemental Funding

Below is the process for supplemental funding that was approved by the Judicial Council at its August 31, 2012, meeting.

- a. Supplemental funding for urgent needs is defined as unavoidable funding shortfalls, unforeseen emergencies, or unanticipated expenses for existing programs.
 - i. A request can be for either a loan or one-time funding that is not repaid, but not for ongoing funding.
- b. The submission, review, and approval process is:
 - i. All requests will be submitted to the Judicial Council for consideration;
 - ii. Requests will be submitted to the Administrative Director of Judicial Council of California (JCC) by either the court's presiding judge or court executive officer;
 - iii. The Administrative Director of the Courts will forward the request to the JCC Director of Finance.
 - iv. Budget staff of JCC Finance will review the request, ask the court to provide any missing or incomplete information, draft a preliminary report, share the preliminary report with the court for its comments, revise as necessary, and issue a final report for the council;
 - v. The final report will be provided to the requesting court prior to the report being made publicly available on the California Courts website; and
 - vi. The court may send a representative to the Judicial Council meeting to present its request and respond to questions from the council.
- c. Beginning in 2012–2013, court requests for supplemental funding for urgent needs due to unavoidable budget shortfalls, must be submitted to the Administrative Director of the Judicial Council, by no later than October 1. Courts are encouraged to submit supplemental funding requests for urgent needs before the October 1 deadline, but no earlier than 60 days after the Budget Act is enacted into law.
- d. Beginning in 2012–2013, the Judicial Council shall allocate up to 75 percent of the 2 percent state-level reserve fund by October 31 of each year to courts requesting supplemental funding for urgent needs due to unavoidable funding shortfalls.
- e. Beginning in 2012–2013, after October 31 and by March 15 of each fiscal year, the Judicial Council shall allocate the remaining funds if there has been an approved request from a trial court(s) requesting supplemental funding for urgent needs due to unforeseen emergencies or unanticipated expenses for existing programs.

Any unexpended funds shall be distributed to the trial courts on a prorated basis. Beginning in 2014-2015, after October 31 and by March 15 of each fiscal year, the Judicial Council shall allocate 25 percent of the remaining funds if there has been an approved request from a trial court(s) requesting supplemental funding for urgent needs due to unforeseen emergencies or unanticipated expenses for existing programs. Any unexpended funds shall be distributed to the trial courts on a prorated basis. After March 15 and until June 30, requests due to unforeseen emergencies or unanticipated expenses approved, will be distributed to the court as a cash advance loan, until the following fiscal year when the court, if necessary, could apply for supplemental funding from the TCTF 2 percent reserve at the Judicial Council's October business meeting in order to repay the cash advance loan.

These court requests are to be reviewed and recommended to the Judicial Council by the Trial Court Budget Advisory Committee's 2 Percent Funding Request Review subcommittee.

- f. To be considered at a scheduled Judicial Council business meeting, requests submitted after October 31 for supplemental funding due to unforeseen emergencies and unanticipated expenses must be submitted to the Administrative Director of the Judicial Council at least 25 business days prior to that business meeting.
- g. The Judicial Council would consider appropriate terms and conditions that courts must accept in order to receive supplemental funding for urgent needs.

Judicial Council-Approved Criteria for Eligibility for and Allocation of Supplemental Funding

Below are the criteria for eligibility for and allocation of supplemental funding for trial courts' urgent needs that were approved by the Judicial Council at its August 31, 2012, meeting.

- a. Only trial courts that are projecting a current-year negative fund balance can apply for supplemental funding related to urgent needs.
- b. Generally, no court may receive supplemental funding for urgent needs in successive fiscal years absent a clear and convincing showing.
- c. Courts submitting on or before October 1 can only receive up to the amount the court contributed to the 2 percent state-level reserve fund. If the requested amount is beyond the court's contribution to the 2 percent state-level reserve fund, the Judicial Council may distribute more funding to the court, after October 31 and prior to March 15 of the fiscal year.

More specifically, courts that submit by October 1 a request for an unavoidable funding shortfall, may apply with updated financial information for unforeseen emergencies or

unanticipated expenses for existing programs distribution at a future Judicial Council business meeting prior to March 15.

- d. Allocate to all courts in January, 75 percent of unexpended funds from the 2% state-level reserve, regardless of whether the Judicial Council has allocated to a court supplemental funding for an urgent need in the current fiscal year, using courts' current year Trial Court Trust Fund and General Fund base allocation.
- e. If a court that is allocated supplemental funding determines during the fiscal year that some or all of the allocation is no longer needed due to changes in revenues and/or expenditures, [it] is required to return the amount that is not needed.

Judicial Council-Approved Information Required to be Provided by Trial Courts for Supplemental Funding

Below is the information required to be provided by trial courts for supplemental funding for urgent needs that were approved by the Judicial Council at its August 31, 2012, meeting.

- a. A description of what factors caused or are causing the need for funding;
- b. If requesting a one-time distribution, an explanation of why a loan would not be appropriate;
- c. Current status of court fund balance;
- d. Three-year history of year-end fund balances, revenues, and expenditures;
- e. Current detailed budget projections for the current fiscal year (e.g., FY 2012–2013), budget year (e.g., FY 2013–2014), and budget year plus 1 (e.g., FY 2014–2015);
- f. Measures the court has taken in the last three years regarding revenue enhancement and/or expenditure reduction, including layoffs, furloughs, reduced hours, and court closures;
- g. Employee compensation practices (e.g., cost-of-living adjustments) and staffing levels in the past five years;
- h. Description of the consequences to the court's operations if the court does not receive funding;
- i. Description of the consequences to the public and access to justice if the court does not receive funding;

- j. What measures the court will take to mitigate the consequences to court operations, the public, and access to justice if funding is not approved;
- k. Five years of filing and termination numbers;
- l. Most recent audit history and remediation measures;
- m. If supplemental funding was received in prior year, please identify amount received and explain why additional funding is again needed in the current fiscal year; and
- n. If the request for supplemental funding is not for a one-time concern, the court must include an expenditure/revenue enhancement plan that identifies how the court will resolve its ongoing funding issue.

APPLICATION FOR SUPPLEMENTAL FUNDING FORM

Please check the type of funding that is being requested:

☐ **CASH ADVANCE** (Complete Section I only.)

☒ **URGENT NEEDS** (Complete Sections I through IV.)

☒ **ONE-TIME DISTRIBUTION**

☐ **LOAN**



SECTION I: GENERAL INFORMATION

SUPERIOR COURT:

Mono

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

CEO

CONTACT PERSON AND CONTACT INFO: Hector Gonzalez 760-923-2330

DATE OF SUBMISSION:

9/30/2015

DATE FUNDING IS NEEDED BY:

Click here to enter a date.

REQUESTED AMOUNT:

\$49,000

REASON FOR REQUEST

(Please briefly summarize the reason for this funding request, including the factors that contributed to the need for funding. If your court is applying for a cash advance, please submit a cash flow statement when submitting this application. Please use attachments if additional space is needed.)

PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE

Section II through Section IV of this form is required to be completed if your court is applying for supplemental funding for urgent needs (unavoidable funding shortfall, unforeseen emergency or unanticipated expenses for existing programs). Please submit attachments to respond to Sections II through Section IV.

SECTION II: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

- A. What would be the consequence to the public and access to justice if your court did not receive the requested funding? PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE**
- B. What would be the consequence to your court's operations if your court did not receive the requested funding? PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE**
- C. What measures will your court take to mitigate the consequences to access to justice and court operations if funding is not approved by the Judicial Council? PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE**
- D. Please provide five years of filing and termination numbers. PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE**

APPLICATION FOR SUPPLEMENTAL FUNDING FORM (Continued)

SECTION III: REVENUE ENHANCEMENT AND COST CONTROL MEASURES

- A. If supplemental funding was received in prior year, please identify amount received and explain why additional funding is again needed in the current fiscal year. PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE
- B. If the request for supplemental funding is not for a one-time concern, the court must include an expenditure/revenue enhancement plan that identifies how the court will resolve its ongoing funding issue. PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE
- C. What has your court done in the past three fiscal years in terms of revenue enhancement and/or expenditure reductions, including layoffs, furloughs, reduced hours, and court closures? PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE
- D. Please describe the employee compensation changes (e.g. cost of living adjustments and benefit employee contributions) and staffing levels for past five fiscal years for the court.

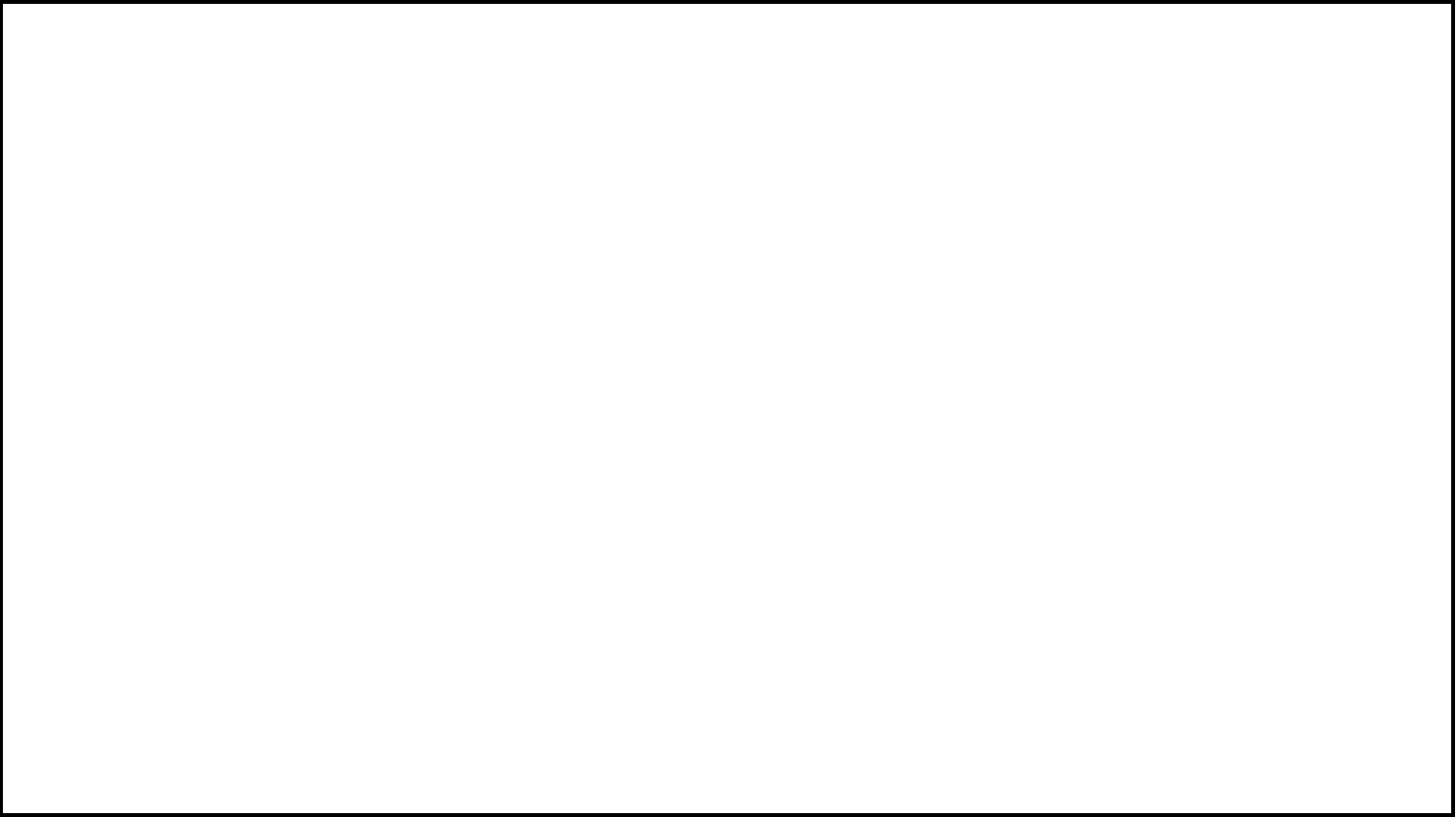
SECTION IV: FINANCIAL INFORMATION

Please provide the following:

Current detailed budget projections/estimates for the current fiscal year, budget year and budget year plus one (e.g., if current fiscal year is FY 2012-2013, then budget year would be FY 2013-2014 and budget year plus one would be FY 2014-2015).

SEE EXCEL WORKSHEET:
SECTION IV QUESTION A

- A. Current status of your court's fund balance.
PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE
- B. Three-year history of your court's year-end fund balances, revenues, and expenditures.
SEE EXCEL WORKSHEET: SECTION IV QUESTION C
- C. If the trial courts' application is for one-time supplemental funding, please explain why a loan would not be appropriate. PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE
- D. The most recent audit findings of fiscal issues and the remediation measures taken to address them.
PLEASE SEE ATTACHMENT: SUPPLEMENTAL FUNDING NARRATIVE



REASON FOR REQUEST

The Superior Court of Mono County (Court) requests Supplemental Funding due to unavoidable budget shortfalls caused by budget reductions and unexpected retirement cash out in amount of \$49,000. The Superior Court of Mono County is requesting \$49,000 in Supplemental Funding to cover this unanticipated cash-out expense that was incurred in FY14/15. We are making the supplemental budget request this fiscal year because this unanticipated expense was incurred March 2015, after it was possible to make a supplemental funding request last fiscal year. Since it was not possible to make a supplemental funding request for this unanticipated expense, last fiscal year our Court requested and received Cash Advance loan in the amount of \$96,000. The \$96,000 Cash Advance loan allowed our court to pay the \$49,000 unexpected retirement cash out and \$47,000 cover a payroll cash flow shortfall. We have repaid \$47,000 of the Cash Advance loan that was received to cover payroll which leaves the \$49,000 used to pay the unexpected retirement cash out. If Supplemental Funding is not provided to cover this unexpected retirement cash-out, the Court budget for the upcoming fiscal year 15/16 will not have sufficient TCTF funds to cover normal operational expenses. Mono County Superior Court has made major budget reductions in fiscal year 14/15 spending. The court has implemented 20 mandatory furloughs which resulted in closing the court 17 days over 9 months and has keep a nearly 49% vacancy rate in our clerk positions. We have also taken steps to increase local court revenues with a new comprehensive collections program with civil assessments being imposed by our court for the first time in FY 14/15. However, we could not anticipate and budget for the unexpected retirement in March 2015 of our longest serving employee, our Court Operations Manager.

SECTION II: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

A. What would be the consequence to the public and access to justice if your Court did not receive the requested funding?

Our court in the 14/15 fiscal year has implemented 20 furlough days resulting in 17 court closure days, completely closed phone lines to the public, reduced clerk counter hour to only half-day every day and maintains a nearly 49% vacancy rate in clerk positions. The consequence of not receiving Supplemental Funding will be a deficit in the FY15/16 budget. A deficit that would force the court to implement court closure/furlough or lay-off court staff. We would need to close our court and furlough staff for 5 days. If we cannot get our represented employees to accept furloughs, we will need to lay-off one court employee. In either case, we will be returning our Court to the same operational dysfunction in FY15/16 that we endured in the previous fiscal year which ultimately means our Court will not be serving the public.

B. What would be the consequence to your Court's operations if your Court did not receive the requested funding?

As previously stated, if Supplemental Funding is not provided we would not be able to cover normal operational expenses due to a budget deficit. We would be forced to either furlough or lay-off

Attachment A

one clerk position. Last year we were able to negotiate furloughs with the union representing our clerks. The union representing our clerks has already indicated an unwillingness to agree to furloughs for a second straight year. The loss of one more clerk would reduce our number of working clerks to four with four vacant clerk positions. We have gone from eight working clerks in 2009 to the possibility of half that number working in FY15/16 if Supplemental Funding is not provided. Small Courts do not have the luxury of creating specialized Legal Processing Clerk, Counter Clerk, Collections Clerk or Courtroom Clerk positions. Operationally, that means the loss of one more clerk in a small court will be felt in all core court operations such as processing filings, assisting the public at the counter, answering public inquiries by emails (we no longer accept phone calls), accepting payments and clerking court proceedings. These operational consequences can be avoided by modest amount of Supplemental Funding that we are requesting to cover the unexpected costs associated with the retirement of our Court Operations Manager in FY14/15.

C. What measures will your Court take to mitigate the consequences to access to justice and Court operations if funding is not approved by the Judicial Council?

We have already taken steps to mitigate harm caused by FY14/15 furloughs, court closures, reduced hours and elimination of telephone assistance. We will continue our current goal, to hold public harmless from operations and service reductions caused if we do receive Supplemental Funding. For example, due to the previously mentioned staff reductions the court is unable to enter citations into our case management system in a timely manner, we take in the following step. We have requested citing law enforcement agencies to set up court appearance dates 90 days from the date of citation instead of the usual 60 days. This allows court additional time to enter citations into our case management system. Even though we do not have sufficient staff to answer phone calls, the court has set up a special customer service email for court response to customer inquiries within 48 hours for a normal request and same day response for emergency requests. The court is greatly expanded our court website to provide much more detail customer service information.

D. Please provide five years of filing and termination numbers.

Reporting Year	Total Number of Filings	Number of Dispositions (Termination Numbers)
2010	9,084	8,627
2011	8,364	7,664
2012	10,569	10,959
2013	9,186	8,797
2014	7,943	8,158

SECTION III: REVENUE ENHANCEMENT AND COST CONTROL MEASURES

- A. If supplemental funding was received in prior year, please identify amount received and explain why additional funding is again needed in the current fiscal year.**

NOT APPLICABLE

- B. If the request for supplemental funding is not for a one-time concern, the Court must include an expenditure/revenue enhancement plan that identifies how the Court will resolve its ongoing funding issue.**

The Mono County Superior Court is asking for a one-time Supplemental Funding of \$49,000. The Court is faced with unexpected budget costs associated with the retirement of our Court Operations Manager in FY 14/15, the number two management position in our Court.

- C. What has your Court done in the past three fiscal years in terms of revenue enhancement and/or expenditure reductions, including layoffs, furloughs, reduced hours, and Court closures?**

Mono County Superior Court has two locations, our main Courthouse location in Mammoth Lakes and a branch Court location at Bridgeport. Previously, the Bridgeport branch location had two full-time clerks and was open five days a week. In 2012, Mono County Superior Court reduced Court Clerk office operations at the Bridgeport Court location from five days a week to just one day a week. We moved one of two Bridgeport branch Deputy Clerk positions to the main Courthouse in Mammoth Lakes and left the second Bridgeport Deputy Clerk position vacant. During the past three fiscal years, we have maintained all Court staff vacancies. Court has completely eliminated assistance to the public by phone to create more time for the clerks to take care of daily operational duties. We now provide assistance to the public by email. The Court implemented 20 furlough days in FY 14/15 which resulted in 17 court closure days. Three of the 20 furlough days were "floating furlough" days where individual court employees were able to pick the 3 days they wanted to be furlough days. Our Court also eliminated court reporters for our civil and law and motion matters, helping to reduce the Court expenditures. In addition, our Court increased local revenue by implementing a comprehensive collections program and imposing civil assessments. This allows us to seek cost recovery of collections related expenses to help generate local court revenue.

- D. Please describe the employee compensation changes (e.g. Cost of living adjustments and benefit employee contributions) and staffing levels for past five fiscal years for the Court.**

During the past 5 years, Mono County Superior Court has not approved any cost of living increases due to the uncertainty in the budget allocations. The Court has maintained the existing collective bargaining agreement commitment to provide annual step increases based on longevity and performance for represented and non-represented employees per our personal policy. The Court CEO refused to accept pay increases due him under his employment agreement for the past 4 fiscal years.

Seeing the potential for another large lump sum liability, our Court's Presiding Judge has authorized the payment of the CEOs back pay. In 2013, our Fiscal Director was hired at a decreased pay scale than the previous Fiscal Director. Our second highest compensated Court employee, our Court Operations Manager, retired March 13, 2015. We promoted a Senior Clerk to the Court Operations Manager position at a decreased pay scale. The promoted Senior Clerk's position has been left vacant. We have eliminated a part-time Clerk position with collections duties and the Fiscal Assistant position has absorbed the collections duties without changing the Fiscal Assistant pay scale. Per the terms of the Collective Bargaining Agreement, the Court has maintained the level of employer health benefit contributions to match the increase in health policy costs. For FY15/16, our Court has budgeted two vacant clerk positions totaling \$138,469. Mono court will not be able to fill vacancies due to current year funding. Mono has used this budgeted amount for the two vacant clerk positions as a salary savings line item in order to have a balanced budget. However, our current fiscal year budget will only balance if we receive the requested Supplemental Funding.

SECTION IV: FINANCIAL INFORMATION

A. Current detailed budget projections/estimates for the current fiscal year, budget year and budget year plus one (e.g., if current fiscal year is FY 2012-2013, then budget year would be FY 2013-2014 and budget year plus one would be FY 2014-2015).

See Excel Worksheet: Section IV question A

B. Current status of your Court's fund balance.

Mono County Superior Court's fund balance is \$331,318 as of 9/30/2015.

C. Three-year history of your Court's year-end fund balances, revenues, and expenditures.

See Excel Worksheet: Section IV Question C

D. If the Trial Courts' application is for one-time supplemental funding, please explain why a loan would not be appropriate.

A loan that would need to be repaid in current fiscal year would not be appropriate for Mono County Superior Court based on the expenditures/revenue enhancement plan in Section III, C. As previously explained, we already received \$96,000 of Cash Advance loan in fiscal year 14/15. Per our commitment when we received loan, we repaid \$12,000 last fiscal year and paid an additional \$35,000 this fiscal year. This means we have paid \$47,000 of the Cash Advance loan that we needed to cover payroll cash flow shortfall last fiscal year with new revenues from our civil assessment revenues. Unfortunately, this still leaves us with the \$49,000 of the Cash Advance loan that we received last year to cover the expense of our

unexpected retirement cash out for our Court Operations Manager. With the repayment of \$47,000 the Cash Advance loan, we no longer have sufficient additional revenue from our civil assessments this fiscal year to be able to also repay the remaining \$49,000 Cash Advance Loan we received for the unexpected retirement cash out expenses. Given the aforementioned budget reduction measures we have already taken, the only way for our Court to repay any new Cash Advance loan by the end of this current fiscal year, would be implement court closure/furlough days or additional lay-offs if furloughs are not agreed to by the union representing our staff. In the event that our court's request for supplemental funding of \$49,000 is not approved, we request the alternative of a loan that would be paid over the next 5 years.

E. The most recent audit findings of fiscal issues and the remediation measures taken to address them.

The most recent AOC audit for the Superior Court of Mono County is from 2011. It is important to note that the Court hired a new CEO in 2009. The previous CEO had been in the CEO position since the unification of the Superior Courts and Municipal Courts. This means that the Court had long standing fiscal policy and practices that the new CEO was just beginning to become familiar with at the point of the audit in 2011. The 2011 audit was a great benefit to the new CEO because it provided information that allowed for significant changes to be made in fiscal policy and practices. The following seven (7) financial issues and responses were taken from Superior Court of California-Mono County response submitted to the Advisory Committee on Financial Accountability and Efficiency for the Judicial Branch in March 2012 concerning 2011 AOC audit.

1.) Court Process for Identifying, Recording and Monitoring Trust Monies Needs Significant Improvements

The Court reconciles the current trust monies, those held since 2003, and holds those current trust fund monies in a holding account where stale trust monies were also held. The Court has dealt with the stale trust monies held in this holding account by escheating the stale funds annually starting 2012. However, escheatment did not occur in 2013 due to a turnover in our Fiscal Director position. In addition to the stale trust fund concern, the audit also recommended that our Court create a redundant account for criminal trust funds. The current Court practice maintains and promotes efficiency because of the frequent transfer of criminal trust funds when they are applied to fines, fees and forfeitures. We did not change our current practice of using a holding account.

2.) Court Bank Account Management Practices Could Be Improved

The Court improved account management practices by requiring sign-off identification of the staff preparing bank reconciliations and review of those reconciliations by another Court employee who is not supervised by the preparer of the reconciliation.

3.) Court Does Not Take Full Advantage of Available Automated Fiscal and Accounting Tools

Attachment A

A very prominent theme in the audit recommendations was promoting that our Court to use all components of Phoenix-FI. We saw the value of using the Phoenix system and we have utilized all aspects of the Phoenix-FI. We now have all Court TCTF funding in Bank of America branch accounts that allow for complete use of Phoenix-FI. We would prefer to have our trust and holding funds in a Bank of America account which would allow us to use Phoenix-FI. However, the closest Bank of America branch to our main Courthouse location in Mammoth Lakes is 50 minutes away. Since we have to make deposits at least twice a week of fines and fees, we have holding/trust accounts in a local bank that has a branch near the Courthouse in Mammoth Lakes. The Phoenix-FI function that we have found particularly helpful is the Phoenix-FI "Virtual Buyer" program. The Court believes that the use of Phoenix Virtual Buyer program has significantly assisted our Court in meeting our fiscal control and reporting responsibilities in the areas of procurement and acquisitions.

4.) Court Balances Currently Held in the County Treasury Were Incorrectly Categorized in the Court's Fiscal Records

The auditor's accurately identify three Court automation funds totaling a little over \$200,000 held by the Mono County (County) Treasury. The Court also maintained over \$500,000 in a County account to cover six months payroll for Court personnel. Our County provides the payroll and benefits service for Court employees. The Court had the automation funds transferred to Trial Court Trust Fund accounts even before the submittal of our March 2012 audit response. It is important to note, that these are long-standing automation funds existed prior to separation of our Superior Court from the County. The Court was well aware of the existence of these accounts. We maintained the automation funds in the County accounts for the purpose of holding these funds until they were needed for IT infrastructure expenditures for the new Courthouse. The automation funds have been totally expended to cover new Courthouse IT costs by the end of Fiscal Year 2012-2013. In regards to the County account for Court employee payroll, in 2013 we worked out an agreement with the County to transfer all the funding, except one month's Court employee payroll, from the County Court employee payroll fund to a Court Bank of America TCTF account. We now the deposit in the County account one month's Court employee payroll seven days before payroll disbursement to minimize the amount of time Court funds are held in County accounts.

5.) Procurement, Contracting, and Expenditure Practices Did Not Always Comply with Informal Court Policy or FIN Manual Guidelines

The audit findings maintained that the Court does not consistently follow FIN Manual policies or the Court's own informal practices regarding procurement and expenditure processing. Specifically, the SEC team found that our Court did not document that we consistently obtained multiple quotes for bids for purchases over \$500 as required by the FIN manual. Our remedy for this finding is in two ways, as already previously mentioned our Court uses the Virtual Buyer program to help us comply with the multiple quote requirement on smaller amount purchases. For larger purchases, our Court is a member of the Shared Procurement Services program administered through Riverside Superior Court. Unfortunately, obtaining multiple quotes for services, particularly highly specialized technical services, is still very difficult in an extremely small and isolated mountain community. The auditors also found that Court internal policy requiring that the CEO review and sign-off on all invoices/claims prior to payment

was not being consistently followed. The Court made significant improvements in invoice authorizations, requiring a CEO or delegated management team member to authorize any invoice before processing.

6.) Court Should Improve Cash Controls to Safeguard Court and Public Assets

The audit identified a number of day-to-day Court operational practices and cashiering processes that needed to be improved to secure cash assets and protect access to case file information. Even though the SEC team characterized these points of improvement as minor, the Court agrees with the goal of improving security to access cash and case file information. The Court implemented the recommendations made by the audit in this area.

7.) Court Does Not Always Ensure Appropriate Calculation, Collection, and Distribution of Fees and Fines

The SEC audit team found inaccuracies in our Court's calculation and distribution of fines and fees. These inaccuracies are a serious problem that our Court has tried to work through unsuccessfully with ISD, the contractor providing our case management systems. We then came to the conclusion that we needed to proactively remedy the problem ourselves. Our Court has already made a request to the AOC Audit Unit to assist us by providing an analysis of our Court's collection and distribution formulas and methodology. Since the 2011 audit, our Court has hired a new Fiscal Director who, with our Operations Manager, is engaged in an ongoing collection/distribution fine and fee correction project. Our Operations Manager is focused on the correct collection of fines and fees. Our Fiscal Director is focused on the correct distribution of those fines and fees. Incrementally, the Fiscal Director and Operations Manager are reviewing and correcting fines and fees collection and distribution. As to be expected, this is a slow and laborious task but it is essential that it be done.

Schedule 1 BUDGET FY 15-16		
Fund Balance		
	<i>*Restricted</i>	
TOTAL	\$	-
REVENUE		
812100 45.10 TCTF	\$	1,497,829
816000 State Receipts	\$	85,641
MOU/Reimbursements	\$	284,905
TOTAL	\$	1,868,545
SALARIES		
FY 15-16 Salaries	\$	1,277,503
Workers Compensation	\$	41,833
Expenses		
FY 15/16 Operating Expense	\$	549,039
Total Expenses	\$	1,868,545
Total Deficit	\$	0
Projected 2% Reserve Replacement		
	\$	32,385
Payback of FY 14-15 Cash Advance Loan- Payment September 2015		
	\$	(35,000)
Supplemental Funding Request		
Supplemental Funding Payback		
	\$	(49,000.00)
Total Deficit	\$	(51,615)

BUDGET FY 16-17		
Fund Balance	\$	12,444
*Restricted	\$	(12,444)
TOTAL	\$	-
REVENUE		
812100 45.10 TCTF	\$	1,499,768
816000 State Receipts	\$	85,641
MOU/Reimbursements	\$	284,905
TOTAL	\$	1,870,484
SALARIES		
FY 16-17 Salaries	\$	1,333,517
Workers Compensation	\$	41,833
Expenses		
FY 15/16 Operating Expense	\$	482,690
Total Expenses	\$	1,858,040
Total Deficit	\$	12,444
* 2% Automation Fund	\$	(12,444)
Total Deficit	\$	0

BUDGET FY 17-18		
Fund Balance	\$	24,888
*Restricted	\$	(24,888)
TOTAL	\$	-
REVENUE		
812100 45.10 TCTF	\$	1,551,909
816000 State Receipts	\$	85,641
MOU/Reimbursements	\$	284,905
TOTAL	\$	1,922,625
SALARIES		
FY 17-18 Salaries	\$	1,373,214
Workers Compensation	\$	41,833
Expenses		
FY 16/17 Operating Expense	\$	482,690
Total Expenses	\$	1,897,737
Total Deficit	\$	24,888
* 2% Automation Fund	\$	(24,888)
Total Deficit	\$	0

TRIAL COURT CHART OF ACCOUNTS

EXPENSE
Detail Listing
Revision 8

ACCOUNT NAME	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY15-16 Budget	FY16-17 Budget	FY17-18 Budget
Operating Expense and Equipment					
Laboratory Expense	920200		\$ 275	\$ -	\$ -
Fees/Permits	920300		\$ 8,000	\$ 8,000	\$ 8,000
Employee Relocation	920400		\$ -	\$ -	\$ -
Dues and Memberships	920500		\$ 300	\$ 300	\$ 300
Office Expense	920600		\$ 9,300	\$ 9,300	\$ 9,300
Freight and Drayage	920700		\$ -	\$ -	\$ -
Advertising	921500		\$ 500	\$ 500	\$ 500
Meetings, Conferences, Exhibits & Shows	921700		\$ 500	\$ 500	\$ 500
Library Purchases and Subscriptions	922300		\$ 52,300	\$ 52,300	\$ 52,300
Photography	922500		\$ -	\$ -	\$ -
Minor Equipment - Under \$5,000	922600		\$ 2,000	\$ 2,000	\$ 2,000
Equipment Rental/Lease	922700		\$ 10,000	\$ 10,000	\$ 10,000
Equipment Maintenance	922800		\$ 2,050	\$ 2,050	\$ 2,050
Equipment Repairs	922900		\$ -	\$ -	\$ -
General Expense - Service	923900		\$ 200	\$ 200	\$ 200
Printing	924500		\$ 1,450	\$ 1,450	\$ 1,450
Telecommunications	925100		\$ 30,100	\$ 24,100	\$ 24,100
Postage	926100		\$ 9,100	\$ 9,100	\$ 9,100
Insurance	928000		\$ 4,900	\$ 4,900	\$ 4,900
Travel-In State	929100		\$ 4,600	\$ 4,600	\$ 4,600
Other Travel Expense	929100		\$ -	\$ -	\$ -
Travel-Out of State	931100		\$ -	\$ -	\$ -
Training	933100		\$ 600	\$ 600	\$ 600
Security	934500		\$ 1,300	\$ 1,300	\$ 1,300
Facilities Operations	935100		\$ -	\$ -	\$ -
Rent/Lease	935200		\$ 26,605	\$ 225	\$ 225
Janitorial	935300		\$ 14,000	\$ 14,000	\$ 14,000
Maintenance and Supplies	935400		\$ -	\$ -	\$ -
Grounds	935500		\$ -	\$ -	\$ -
Alteration	935600		\$ -	\$ -	\$ -
Other Facility Costs-Goods	935700		\$ -	\$ -	\$ -
Other Facility Costs-Services	935800		\$ 300	\$ 300	\$ 300

TRIAL COURT CHART OF ACCOUNTS

EXPENSE
Detail Listing
Revision 8

ACCOUNT NAME	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY15-16 Budget	FY16-17 Budget	FY17-18 Budget
Utilities	936100		\$ -	\$ -	\$ -
Contracted Services	938100		\$ -	\$ -	\$ -
Consulting Services-Temp Help	938200		\$ -	\$ -	\$ -
General Consultant and Professional Services	938400		\$ 95,524	\$ 95,524	\$ 95,524
Court Interpreter Services	938500		\$ 6,650	\$ 6,650	\$ 6,650
Court Reporter Services	938600		\$ 63,000	\$ 63,000	\$ 63,000
Court Transcripts	938700		\$ 6,000	\$ 6,000	\$ 6,000
Court Appointed Counsel Charges	938800		\$ 39,000	\$ 39,000	\$ 39,000
Investigative Services	938900		\$ -	\$ -	\$ -
Court Ordered Professional Services	939000		\$ 9,000	\$ 9,000	\$ 9,000
Mediators/Arbitrators	939100		\$ 7,000	\$ 7,000	\$ 7,000
Collection Services	939200		\$ 8,100	\$ 8,100	\$ 8,100
Legal	939400		\$ -	\$ -	\$ -
Banking and Investment Services	939700		\$ -	\$ -	\$ -
Other contract Services	939800		\$ -	\$ -	\$ -
Consulting and Professional Services-County Provided	941000		\$ -	\$ -	\$ -
Sheriff	941100		\$ -	\$ -	\$ -
County-Provided Services	942100		\$ 2,600	\$ 2,600	\$ 2,600
Information Technology (IT)	943000		\$ 91,604	\$ 91,621	\$ 91,604
Major Equipment	945200		\$ 33,711	\$ -	\$ -
Other Items of Expense	951000		\$ -	\$ -	\$ -
Uniform Allowance	952000		\$ -	\$ -	\$ -
Vehicle Operations	952300		\$ 2,870	\$ 2,870	\$ 2,870
Cash Differences	952500		\$ -	\$ -	\$ -
Juror Costs	965100		\$ 5,000	\$ 5,000	\$ 5,000
Other Special items of Expense	971000		\$ -	\$ -	\$ -
Other Post Employment Benefits	971100		\$ -	\$ -	\$ -
Judgments, Settlements, and Claims	972001		\$ -	\$ -	\$ -
Grand Jury Costs	972200		\$ 600	\$ 600	\$ 600
Non-Expert Witness	972300		\$ -	\$ -	\$ -
Cash Discounts	980000		\$ -	\$ -	\$ -
Debt Service	973100		\$ -	\$ -	\$ -
Court Construction	983100		\$ -	\$ -	\$ -
Distributed Administration	991000		\$ -	\$ -	\$ -
Satutory Workers Compensation	912501		\$ 41,833	\$ 41,833	\$ 41,833
Totals			\$ 590,872	\$ 524,523	\$ 524,506

TRIAL COURT CHART OF ACCOUNTS

EXPENSE

Detail Listing

Revision 8

ACCOUNT NAME	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY15/16 Budget
TRIAL COURT REVENUE			
	812100	PROGRAM 45.10 - OPERATIONS - REVENUE	\$ 1,497,829.00
	816000	OTHER STATE RECEIPTS - REVENUE	\$ 85,641.00
	821000	LOCAL FEES REVENUE	\$ 30,250.00
	821200	ENHANCED COLLECTIONS - REVENUE	\$ 39,600.00
	822000	LOCAL NON-FEES REVENUE	\$ -
	823000	OTHER - REVENUE	\$ -
	825000	INTEREST INCOME	\$ 350.00
	826000	INVESTMENT INCOME	\$ -
TRIAL COURT REIMBURSEMENTS			
	831000	GENERAL FUND 0001 - MOU/REIMBURSEMENTS	-
	832000	PROGRAM 45.10 FUND 0932 - MOU/REIMBURSEMENTS	54,503.00
	833000	PROGRAM 45.25 OPERATIONS FUND 0932 - REIMBURSEMENTS	11,000.00
	834000	PROGRAM 45.45 OPERATIONS FUND 0932 - REIMBURSEMENTS	\$ 49,694.00
	835000	PROGRAM 45.55 OPERATIONS FUND 0932 - REIMBURSEMENTS	-
	836000	MODERNIZATION FUND 0556 - REIMBURSEMENTS	-
	837000	IMPROVEMENT FUND 0159 - REIMBURSEMENTS	\$ 1,828.00
	838000	AOC GRANTS - REIMBURSEMENTS	\$ 97,080.00
	838000	NON-AOC GRANTS - REIMBURSEMENTS	\$ -
	840000	COUNTY PROGRAM - RESTRICTED FUNDS - REIMBURSEMENTS	\$ 600.00
	850000	REIMBURSEMENTS BETWEEN COURTS	\$ -
	860000	REIMBURSEMENTS - OTHER	\$ -
PRIOR YEAR REVENUE			
	890000	PRIOR YEAR REVENUE	-

TRIAL COURT CHART OF ACCOUNTS

EXPENSE
Detail Listing
Revision 8

ACCOUNT NAME	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY15/16 Budget
TOTALS			1,868,375.00

Salary 15-16

Salary and Salary Driven Benefits									
FTE	SALARY	PERS	FICA	SDI	MEDICARE	RETIREE	UI	Tot. Sal Drv.	
	ANNUAL	22.54%	6.20%	1.00%	1.45%	HEALTH	9.50%		
1 CEO	\$ 134,016	\$ 30,210		\$ 1,340	\$ 1,943	\$ 12,732	\$ 4,020	\$	50,245
1 Ops Manager	\$ 82,752	\$ 18,654		\$ 828	\$ 1,200	\$ 7,861	\$ 2,483	\$	31,025
1 Executive Asst	\$ 53,628	\$ 12,089		\$ 536	\$ 778	\$ 5,095	\$ 1,609	\$	20,106
1 Fiscal Director	\$ 84,096	\$ 18,957		\$ 841	\$ 1,219	\$ 7,989	\$ 2,523	\$	31,529
1 Network Admin.	\$ 62,544	\$ 14,099		\$ 625	\$ 907	\$ 5,942	\$ 1,876	\$	23,449
0.25 Commissioner	\$ 38,525	\$ -	\$ 2,389	\$ 385	\$ 559	\$ -	\$ 1,156	\$	4,488
5.25	\$ 455,561	\$ 94,008	\$ 2,389	\$ 4,556	\$ 6,606	\$ 39,618	\$ 13,667	\$	160,843
1 Dpty Clerk III	\$ 51,252	\$ 11,553		\$ 513	\$ 743	\$ 4,869	\$ 1,538	\$	19,215
1 Dpty Clerk III	\$ 47,928	\$ 10,804		\$ 479	\$ 695	\$ 4,553	\$ 1,438	\$	17,969
1 Dpty Clerk II	\$ 36,648	\$ 8,261		\$ 366	\$ 531	\$ 3,482	\$ 1,099	\$	13,740
1 Dpty Clerk II	\$ 38,142	\$ 8,598		\$ 381	\$ 553	\$ 3,623	\$ 1,144	\$	14,300
1 Dpty Clerk III	\$ 41,916	\$ 9,449		\$ 419	\$ 608	\$ 3,982	\$ 1,257	\$	15,715
1 Acct Assist	\$ 44,226	\$ 9,969		\$ 442	\$ 641	\$ 4,201	\$ 1,327	\$	16,581
6	\$ 260,112	\$ 58,634		\$ 2,601	\$ 3,772	\$ 24,711	\$ 7,803	\$	97,521
1 Dpty Clerk I	\$ 32,400	\$ 7,304		\$ 324	\$ 470	\$ 3,078	\$ 972	\$	12,147
1 Dpty Clerk I	\$ 32,400	\$ 7,304		\$ 324	\$ 470	\$ 3,078	\$ 972	\$	12,147
0.5 Interpreter	\$ 38,553	\$ -	\$ 2,390	\$ 386	\$ 559	\$ -	\$ 1,157	\$	4,491
2.5	\$ 103,353	\$ 14,607	\$ 2,390	\$ 1,034	\$ 1,499	\$ 6,156	\$ 3,101	\$	28,786

Averaged with Medical Assumptions Non-Salary Driven Benefits																		
Medical	Dental	Vision	Flex Bene/Pay		Life Ins.	Surv. Ben.	Admin		Non-Sal. Benefits.									
			out				Fees	Flex Spend	Total									
\$	17,420	\$	660	\$	220	\$	5,226	\$	244	\$	24	\$	54	\$	-	\$	23,848	
\$	17,420	\$	660	\$	220	\$	5,226	\$	244	\$	24	\$	54	\$	-	\$	23,848	
\$	22,646	\$	1,044	\$	379	\$	-	\$	34	\$	24	\$	54	\$	-	\$	24,181	
\$	8,711	\$	372	\$	144	\$	13,935	\$	244	\$	24	\$	54	\$	-	\$	23,483	
\$	8,711	\$	372	\$	144	\$	13,935	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
\$	74,907	\$	3,108	\$	1,108	\$	38,322	\$	790	\$	120	\$	270	\$	-	\$	118,624	
\$	7,885	\$	372	\$	144	\$	14,761	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	22,646	\$	1,044	\$	379	\$	-	\$	34	\$	24	\$	54	\$	-	\$	24,181	
\$	7,885	\$	372	\$	144	\$	14,761	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	-	\$	372	\$	144	\$	22,646	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	-	\$	372	\$	144	\$	22,646	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	22,646	\$	1,044	\$	379	\$	-	\$	34	\$	24	\$	54	\$	-	\$	24,180	
\$	61,062	\$	3,576	\$	1,334	\$	74,813	\$	167	\$	144	\$	324	\$	-	\$	141,420	
\$	7,885	\$	372	\$	144	\$	14,761	\$	34	\$	24	\$	54			\$	23,274	
\$	7,885	\$	372	\$	144	\$	14,761	\$	34	\$	24	\$	54			\$	23,274	
\$	15,770	\$	744	\$	288	\$	29,522	\$	68	\$	48	\$	108	\$	-	\$	46,548	
																Combined Total	\$	1,412,768
																Salary Savings not filling vacant positions		(\$135,642.00)
																Rounding error due to averaging clerk positions on 7A upload	\$	377
																Salary Schedule 7A	\$	1,277,503

Salary 16-17

Salary and Salary Driven Benefits								
	SALARY	PERS	FICA	SDI	MEDICARE	RETIREE HEALTH	UI	Tot. Sal Drv.
FTE	ANNUAL	22.54%	6.20%	1.00%	1.45%	9.50%	3.00%	
1 CEO	\$ 140,717	\$ 31,720		\$ 1,407	\$ 2,040	\$ 13,368	\$ 4,222	\$ 52,758
1 Ops Manager	\$ 86,890	\$ 19,587		\$ 869	\$ 1,260	\$ 8,255	\$ 2,607	\$ 32,577
1 Executive Asst	\$ 56,309	\$ 12,693		\$ 563	\$ 816	\$ 5,349	\$ 1,689	\$ 21,112
1 Fiscal Director	\$ 88,301	\$ 19,905		\$ 883	\$ 1,280	\$ 8,389	\$ 2,649	\$ 33,106
1 Network Admin.	\$ 65,671	\$ 14,804		\$ 657	\$ 952	\$ 6,239	\$ 1,970	\$ 24,621
0.25 Commissioner	\$ 38,525	\$ -	\$ 2,389	\$ 385	\$ 559	\$ -	\$ 1,156	\$ 4,488
5.25	\$ 476,412	\$ 98,709	\$ 2,389	\$ 4,764	\$ 6,908	\$ 41,599	\$ 14,292	\$ 168,661
1 Dpty Clerk III	\$ 53,815	\$ 12,131		\$ 538	\$ 780	\$ 5,112	\$ 1,614	\$ 20,176
1 Dpty Clerk III	\$ 50,324	\$ 11,344		\$ 503	\$ 730	\$ 4,781	\$ 1,510	\$ 18,868
1 Dpty Clerk III	\$ 45,637	\$ 10,288		\$ 456	\$ 662	\$ 4,336	\$ 1,369	\$ 17,110
1 Dpty Clerk III	\$ 40,049	\$ 9,028		\$ 400	\$ 581	\$ 3,805	\$ 1,201	\$ 15,015
1 Dpty Clerk III	\$ 44,012	\$ 9,921		\$ 440	\$ 638	\$ 4,181	\$ 1,320	\$ 16,501
1 Acct Assist	\$ 46,437	\$ 10,468		\$ 464	\$ 673	\$ 4,412	\$ 1,393	\$ 17,410
6	\$ 280,274	\$ 63,179		\$ 2,803	\$ 4,064	\$ 26,626	\$ 8,408	\$ 105,080
1 Dpty Clerk I	\$ 32,400	\$ 7,304		\$ 324	\$ 470	\$ 3,078	\$ 972	\$ 12,147
1 Dpty Clerk I	\$ 32,400	\$ 7,304		\$ 324	\$ 470	\$ 3,078	\$ 972	\$ 12,147
0.5 Interpreter	\$ 38,553	\$ -	\$ 2,390	\$ 386	\$ 559	\$ -	\$ 1,157	\$ 4,491
2.5	\$ 103,353	\$ 14,607	\$ 2,390	\$ 1,034	\$ 1,499	\$ 6,156	\$ 3,101	\$ 28,786

Averaged with Medical Assumptions Non-Salary Driven Benefits											
			Flex Bene/Pay		Admin			Non-Sal. Benefits.			
Medical	Dental	Vision	out	Life Ins.	Surv. Ben.	Fees	Flex Spend	Total			
\$ 17,420	\$ 660	\$ 220	\$ 5,226	\$ 244	\$ 24	\$ 54	\$ -	\$ 23,848			
\$ 17,420	\$ 660	\$ 220	\$ 5,226	\$ 244	\$ 24	\$ 54	\$ -	\$ 23,848			
\$ 22,646	\$ 1,044	\$ 379	\$ -	\$ 34	\$ 24	\$ 54	\$ -	\$ 24,181			
\$ 8,711	\$ 372	\$ 144	\$ 13,935	\$ 244	\$ 24	\$ 54	\$ -	\$ 23,483			
\$ 8,711	\$ 372	\$ 144	\$ 13,935	\$ 25	\$ 24	\$ 54	\$ -	\$ 23,265			
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
\$ 74,907	\$ 3,108	\$ 1,108	\$ 38,322	\$ 790	\$ 120	\$ 270	\$ -	\$ 118,624			
\$ 7,885	\$ 372	\$ 144	\$ 14,761	\$ 25	\$ 24	\$ 54	\$ -	\$ 23,265			
\$ 22,646	\$ 1,044	\$ 379	\$ -	\$ 34	\$ 24	\$ 54	\$ -	\$ 24,181			
\$ 7,885	\$ 372	\$ 144	\$ 14,761	\$ 25	\$ 24	\$ 54	\$ -	\$ 23,265			
\$ -	\$ 372	\$ 144	\$ 22,646	\$ 25	\$ 24	\$ 54	\$ -	\$ 23,265			
\$ -	\$ 372	\$ 144	\$ 22,646	\$ 25	\$ 24	\$ 54	\$ -	\$ 23,265			
\$ 22,646	\$ 1,044	\$ 379	\$ -	\$ 34	\$ 24	\$ 54	\$ -	\$ 24,180			
\$ 61,062	\$ 3,576	\$ 1,334	\$ 74,813	\$ 167	\$ 144	\$ 324	\$ -	\$ 141,420			
\$ 7,885	\$ 372	\$ 144	\$ 14,761	\$ 34	\$ 24	\$ 54		\$ 23,274			
\$ 7,885	\$ 372	\$ 144	\$ 14,761	\$ 34	\$ 24	\$ 54		\$ 23,274			
\$ 15,770	\$ 744	\$ 288	\$ 29,522	\$ 68	\$ 48	\$ 108	\$ -	\$ 46,548			
								Combined Total		\$ 1,469,159	
				Salary Savings not filling vacant positions						(\$135,642.00)	
				Salary Schedule 7A						\$ 1,333,517	

Salary 17-18

Salary and Salary Driven Benefits								
FTE	SALARY	PERS	FICA	SDI	MEDICARE	RETIREE HEALTH	UI	Tot. Sal Drv.
	ANNUAL	22.54%	6.20%	1.00%	1.45%	9.50%	3.00%	
1 CEO	\$ 140,717	\$ 31,720		\$ 1,407	\$ 2,040	\$ 13,368	\$ 4,222	\$ 52,758
1 Ops Manager	\$ 91,234	\$ 20,566		\$ 912	\$ 1,323	\$ 8,667	\$ 2,737	\$ 34,205
1 Executive Asst	\$ 59,125	\$ 13,328		\$ 591	\$ 857	\$ 5,617	\$ 1,774	\$ 22,167
1 Fiscal Director	\$ 92,716	\$ 20,900		\$ 927	\$ 1,344	\$ 8,808	\$ 2,781	\$ 34,761
1 Network Admin.	\$ 68,955	\$ 15,544		\$ 690	\$ 1,000	\$ 6,551	\$ 2,069	\$ 25,853
0.25 Commissioner	\$ 38,525	\$ -	\$ 2,389	\$ 385	\$ 559	\$ -	\$ 1,156	\$ 4,488
5.25	\$ 491,271	\$ 102,058	\$ 2,389	\$ 4,913	\$ 7,123	\$ 43,011	\$ 14,738	\$ 174,232
1 Dpty Clerk III	\$ 56,505	\$ 12,737		\$ 565	\$ 819	\$ 5,368	\$ 1,695	\$ 21,185
1 Dpty Clerk III	\$ 52,841	\$ 11,911		\$ 528	\$ 766	\$ 5,020	\$ 1,585	\$ 19,811
1 Dpty Clerk III	\$ 47,919	\$ 10,802		\$ 479	\$ 695	\$ 4,552	\$ 1,438	\$ 17,966
1 Dpty Clerk III	\$ 42,052	\$ 9,479		\$ 421	\$ 610	\$ 3,995	\$ 1,262	\$ 15,766
1 Dpty Clerk III	\$ 46,212	\$ 10,417		\$ 462	\$ 670	\$ 4,390	\$ 1,386	\$ 17,326
1 Acct Assist	\$ 48,759	\$ 10,991		\$ 488	\$ 707	\$ 4,632	\$ 1,463	\$ 18,281
6	\$ 294,288	\$ 66,338		\$ 2,943	\$ 4,267	\$ 27,957	\$ 8,829	\$ 110,334
1 Dpty Clerk I	\$ 32,400	\$ 7,304		\$ 324	\$ 470	\$ 3,078	\$ 972	\$ 12,147
1 Dpty Clerk I	\$ 32,400	\$ 7,304		\$ 324	\$ 470	\$ 3,078	\$ 972	\$ 12,147
0.5 Interpreter	\$ 38,553	\$ -	\$ 2,390	\$ 386	\$ 559	\$ -	\$ 1,157	\$ 4,491
2.5	\$ 103,353	\$ 14,607	\$ 2,390	\$ 1,034	\$ 1,499	\$ 6,156	\$ 3,101	\$ 28,786

Averaged with Medical Assumptions Non-Salary Driven Benefits																		
Medical	Dental	Vision	Flex Bene/Pay		Life Ins.	Surv. Ben.	Admin		Non-Sal. Benefits.									
			out				Fees	Flex Spend	Total									
\$	17,420	\$	660	\$	220	\$	5,226	\$	244	\$	24	\$	54	\$	-	\$	23,848	
\$	17,420	\$	660	\$	220	\$	5,226	\$	244	\$	24	\$	54	\$	-	\$	23,848	
\$	22,646	\$	1,044	\$	379	\$	-	\$	34	\$	24	\$	54	\$	-	\$	24,181	
\$	8,711	\$	372	\$	144	\$	13,935	\$	244	\$	24	\$	54	\$	-	\$	23,483	
\$	8,711	\$	372	\$	144	\$	13,935	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
\$	74,907	\$	3,108	\$	1,108	\$	38,322	\$	790	\$	120	\$	270	\$	-	\$	118,624	
\$	7,885	\$	372	\$	144	\$	14,761	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	22,646	\$	1,044	\$	379	\$	-	\$	34	\$	24	\$	54	\$	-	\$	24,181	
\$	7,885	\$	372	\$	144	\$	14,761	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	-	\$	372	\$	144	\$	22,646	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	-	\$	372	\$	144	\$	22,646	\$	25	\$	24	\$	54	\$	-	\$	23,265	
\$	22,646	\$	1,044	\$	379	\$	-	\$	34	\$	24	\$	54	\$	-	\$	24,180	
\$	61,062	\$	3,576	\$	1,334	\$	74,813	\$	167	\$	144	\$	324	\$	-	\$	141,420	
\$	7,885	\$	372	\$	144	\$	14,761	\$	34	\$	24	\$	54			\$	23,274	
\$	7,885	\$	372	\$	144	\$	14,761	\$	34	\$	24	\$	54			\$	23,274	
\$	15,770	\$	744	\$	288	\$	29,522	\$	68	\$	48	\$	108	\$	-	\$	46,548	
																Combined Total	\$	1,508,856
									Salary Savings not filling vacant positions							(\$135,642.00)		
									Salary Schedule 7A							\$	1,373,214	



Superior Court of California, County of Tehama

**Application for
Supplemental Funding**

Caryn Downing
Court Executive Officer
Clerk of the Court
Jury Commissioner

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Telephone: (530) 527-3484, Option 5
Fax: (530) 527-4974

Historic Courthouse
633 Washington Street
Red Bluff, CA 96080



September 28, 2015

Chief Justice Tani G. Cantil-Sakauye
Members of the Judicial Council
Supreme Court of California
350 McAllister Street
San Francisco, CA 94102-4797

Dear Chief Justice Tani G. Cantil-Sakauye and Members of the Judicial Council,

Enclosed, please find the Superior Court of California, County of Tehama's completed Application for Supplemental Funding supported with documentation for the funds requested as a result of the attack on our Court's Network. I believe we have thoroughly and accurately responded to each item requested to ensure you would be provided with all the information needed in making your decision. We have considered all the requirements necessary in requesting the funding for urgent needs and trust we meet the criteria.

If you have any questions or concerns that are not addressed in the application, please contact me or Presiding Judge, John J. Garaventa at (530) 527-6198 or at the address above.

The Court would like to thank you for time and your consideration.

Respectfully,


Caryn A. Downing
Court Executive Officer



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab A

Application for Supplemental Funding

APPLICATION FOR SUPPLEMENTAL FUNDING FORM

<p>Please check the type of funding that is being requested:</p> <p><input type="checkbox"/> CASH ADVANCE (Complete Section I only.)</p> <p><input checked="" type="checkbox"/> URGENT NEEDS (Complete Sections I through IV.)</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> ONE-TIME DISTRIBUTION</p> <p style="padding-left: 40px;"><input type="checkbox"/> LOAN</p>	
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SECTION I: GENERAL INFORMATION

SUPERIOR COURT: Tehama	PERSON AUTHORIZING REQUEST (Presiding Judge or Court Executive Officer): Caryn A. Downing, Court Executive Officer	
CONTACT PERSON AND CONTACT INFO: 530-527-6198		
DATE OF SUBMISSION: 9/25/2015	DATE FUNDING IS NEEDED BY: 12/1/2015	REQUESTED AMOUNT: \$512,000.00

REASON FOR REQUEST

(Please briefly summarize the reason for this funding request, including the factors that contributed to the need for funding. If your court is applying for a cash advance, please submit a cash flow statement when submitting this application. Please use attachments if additional space is needed.)

On July 1, 2015, The Superior Court of California, County of Tehama began this fiscal year with a positive fund balance. This Court has a history and record of good stewardship and being fiscally prudent. The intentional data deletion that occurred on July 3, 2015, caused the Court to incur extraordinary expenses in excess of \$512,000.00. Had this incident not occurred, the Court would have a balanced budget for FY15-16.

In early June of this year the Tehama Superior Court was made aware of certain suspicious activity in its computer and telephone systems. AT&T's Security Incident Response and Forensic Solutions Department was engaged by the Court on June 5, 2015, to act in the capacity of a trusted advisor to evaluate the Court's concerns. On June 10th, AT&T's Lead Investigator arrived at the courthouse and began an initial vulnerability assessment. On June 12th three members of AT&T's team arrived at the Court and started a forensic analysis of the Court's infrastructure. Subsequently, the Court's IT Director was placed on Paid Administrative Leave pending an investigation as to actions involving the Court's computer network. After escorting him out of the building, he took an HP SAN (storage device) out of his vehicle, handed it over to the bailiff and indicated it was court property. It was later determined this piece of equipment was non-operational due to missing hardware. AT&T was able to secure the Court's infrastructure to a certain degree and continued to work on securing the system in its entirety. However, due to the lack of administrative passwords and inaccurate IT documentation, the Court's infrastructure remained vulnerable to the individual who had intricate knowledge of the administrative passwords.

On June 26, 2015, the Court's IT Director was terminated.

On June 29, 2015, the Court engaged NWN Corporation for staffing augmentation and specialty services.

On July 3, 2015, at approximately 1:58 p.m. someone logged in with the Administrator account and deleted all the pertinent data contained within the IT infrastructure, including any back-up. These affirmative, intentional, nefarious actions rendered the Court's case management system, telephones, exchange server, jury system, shared and individual drives and website non-operational.

Between July 3rd and July 8th AT&T, NWN and an IT staff member from Judicial Council began troubleshooting the Court's IT environment to determine why the Court's entire system was non-functional.

On July 9, 2015, it was determined that specific and targeted commands were executed during the July 3, 2015, intrusion to perform the data deletion, the investigation and review of logging sources did not indicate reconnaissance activities were performed hereby indicating the nefarious actor had intricate knowledge of the administrative

credentials, configurations and topology of the IT systems to carry out the activities. As a result of this discovery, law enforcement was contacted.

On July 10, 2015, the Court contracted with Kroll Ontrack Data Recovery to evaluate and examine the feasibility of being able to rebuild and recover the logical volumes containing the Court's infrastructure. Eight hard drives were sent to them for evaluation. Kroll used proprietary tools to access the devices, rebuild the logical volumes and recovered 3760.84 GB of data which contained the Court's case management system dating back to March 17, 2015, the active directory structure, telephones, jury and key card systems. Upon receiving the external hard drives, the Court began the process of transferring the data back into the server environment. Staff must now endure the tedious process of re-entering all unrecoverable information including payments, citations, new cases, filings, etc. back into the case management system while continuing to maintain their current workload. Additionally, 991+ hours of time devoted to configuration, and code mapping for the Court's new case management system was lost requiring staff to re-enter this information. The data loss has added increased expenses to the Court.

During the service of a search warrant on July 14, 2015, at the former IT Director's home, 8 hard drives belonging to the Tehama Superior Court were seized. The drives were subsequently returned to the Court and after a forensic evaluation it was determined 6 out of the 8 drives were non-operational.

On July 10, 2015, the Tehama Superior Court filed a civil complaint against its former IT Director for Intentional Tort and General Negligence. In addition, the Court also requested and obtained a Temporary Restraining Order. On August 6, 2015, the Court filed a First Amended Complaint for Cyber Fraud/Deceit, Civil Claim Under PC 1502 (e), Breach of Duty of Loyalty to Employer, Invasion of Privacy, Conversion, Trespass, Negligence, Violation of LC 2865, Violation of LC 2854. All proceedings have currently been stayed pending the criminal investigation.

As of the date of this application, the following services have been restored: case management system, jury system, telephones, active directory, exchange, file sharing for user and common drives, limited website, printing, on-site nightly back-ups, off-site weekly back-ups, building key card system, FLFED data base, AT&T web filtering, and security cameras. The following services have been added for enhanced security and optimization: AT&T Threat Manager, Help Desk ticketing system, network monitoring system, and AT&T e-mail filtering. The Court continues to work diligently to restore public access to the following services: the online case and calendar index on its website, and wireless internet.

In closing, the Court would ask that you consider approving our request for supplemental funding in the amount of \$512,000.00. This would restore the Court's fund balance back to where it was prior to this unforeseen emergency. The Court has a primary objective of fiscal responsibility and has budgeted accordingly for long term planning, entering into extended contracts and new Courthouse relocation costs. Restoring the court's fund balance to zero will negatively impact our future operations. Thank you for this opportunity.

(Tab B)

Section II through Section IV of this form is required to be completed if your court is applying for supplemental funding for urgent needs (unavoidable funding shortfall, unforeseen emergency or unanticipated expenses for existing programs). Please submit attachments to respond to Sections II through Section IV.

SECTION II: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

A. What would be the consequence to the public and access to justice if your court did not receive the requested funding?

With layoffs and/or position eliminations the public and access to justice would be significantly impacted. The Court would seek to further reduce its public counters and telephone hours or even possibly eliminate telephone access all together. Except as required by law, in civil, probate and family law cases, the services of an official court reporter may not be available, making it more challenging for self-represented litigants to prepare orders, etc. The processing of non-priority work (filing, copies, ex parte communications and correspondences, records management and non-priority dispositions) would be delayed. Requests for criminal records searches would also be delayed, affecting those needing the search for prospective employers. Mandated reporting to DMV (including the lifting of drivers and registration holds) and DOJ (conviction reporting) would be prolonged, diminishing the public's confidence in the Court and possibly having adverse action taken against compliant defendants. The Courts new case management system and e-filing would not be implemented preventing the Court from expanding online access to the public.

B. What would be the consequence to your court's operations if your court did not receive the requested funding?

Approximately \$485,000.00 in savings would be required for a balanced budget. In order to achieve this, the Court would layoff and/or eliminate 7 positions. Restructuring the duties of these positions would drastically impact the effectiveness of operations and would have a negative effect on the entire court system. The continued work on creating efficiencies and streamlining processes would be delayed. The scheduling of non-priority cases would be prolonged. The Court would be unable to dedicate resources to the collection of court investigation fees, the timely processing of refunds and the referrals of delinquent court ordered debt. Staff training and travel would be eliminated. The Court would be unable to fund its IWR Interactive Web Response and Self-Check-in Module Project for its jury system. The project is a grant reimbursement program that the Court would no longer be able to participate in.

(Tab C)

C. What measures will your court take to mitigate the consequences to access to justice and court operations if funding is not approved by the Judicial Council?

The Mission Statement of the Tehama Superior Court is, "To ensure the prompt and fair adjudication of all cases and to improve public confidence in the Court's through accessibility, communication and education. To that extent, we would strive to stay consistent with our objectives. In order to function without the supplemental funding, the Court would prioritize its needs and those of the public. The Court would begin communications with the union for the use of volunteers and reach out to our justice partners for possible assistance. Explore the options for alternative payment locations for those needing to pay after business hours.

D. Please provide five years of filing and termination numbers.

Fiscal Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
2010-2011	44.34			39.34
Detailed information is unavailable				
2011-2012	40.84	37.34	36.34	36.34
Assistant CEO position eliminated				
2012-2013	38.0	36.0	39.84	39.84
No position additions or deletions				
2013-2014	39.84	41.84	41.84	41.84
Reclassified two positions to reflect actual job duties, created IT Director position, eliminated System Analyst position				
2014-2015	42.50	43.50	43.50	44.50
Added Accounting Technician and CEO/Human Resources Manager positions				

APPLICATION FOR SUPPLEMENTAL FUNDING FORM (Continued)

SECTION III: REVENUE ENHANCEMENT AND COST CONTROL MEASURES

A. If supplemental funding was received in prior year, please identify amount received and explain why additional funding is again needed in the current fiscal year.

N/A

B. If the request for supplemental funding is not for a one-time concern, the court must include an expenditure/revenue enhancement plan that identifies how the court will resolve its ongoing funding issue.

N/A

C. What has your court done in the past three fiscal years in terms of revenue enhancement and/or expenditure reductions, including layoffs, furloughs, reduced hours, and court closures?

2011

- Implemented a 39 hour work week for all employees except two managers
- Deferred Comp. match eliminated for line-staff

2012

- Deferred Comp. match eliminated for managers
- Started paying full 7% employee contribution towards retirement
- All employees received a step decrease (this was equivalent to a 5% pay decrease)
- The Court entered in an Agreement with Shasta Collections for the collection of court ordered delinquent debt
- Eliminated longevity pay

2013

- Self-Help Center was relocated to the Historic Courthouse improving public access and eliminating the rental agreement
- Closed the Corning Branch Court
- Office and telephone hours were reduced to Monday through Friday from 10:00 a.m. – 2:00 p.m.

D. Please describe the employee compensation changes (e.g. cost of living adjustments and benefit employee contributions) and staffing levels for past five fiscal years for the court.

Fiscal Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
2010-2011	44.34			39.34
Detailed information is unavailable				
2011-2012	40.84	37.34	36.34	36.34
Assistant CEO position eliminated				
2012-2013	38.0	36.0	39.84	39.84
No position additions or deletions				
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Reclassified two positions to reflect actual job duties, created IT Director position, eliminated System Analyst position				
2014-2015	42.50	43.50	43.50	44.50
Added Accounting Technician and Assistant CEO/Human Resources Manager positions				

Year	Business Unit	Item
2011	All Represented Employees	Began paying employee's full share of 7% toward retirement
	All Unrepresented Employees	Began paying employee's full share of 7% toward retirement
2012	All Represented Employees	2.5% COLA
	All Unrepresented Employees	2.5% COLA
2013	All Represented Employees	One-time \$500.00 stipend
	All Unrepresented Employees	One-time \$500.00 stipend
	All Represented Employees	Return to a 40 hour workweek
	All Unrepresented Employees	Return to a 40 hour workweek
2014	All Represented Employees	2.5% COLA
	All Unrepresented Employees	3.0% COLA
	All Represented Employees	One-time \$250.00 Stipend
	All Unrepresented Employees	One-time \$250.00 Stipend
Year	Business Unit	Item
2014		

	All Unrepresented Employees	One-time \$250.00 Stipend
Year	Business Unit	Item
2014		
	All Represented Employees	Additional \$75.00 per month towards health insurance
	All Unrepresented Employees	Additional \$75.00 per month towards health insurance
2015	All Represented Employees	2.5% COLA
	All Unrepresented Employees	3.0% COLA
	All Represented Employees	Additional \$75.00 per month towards health insurance
	All Unrepresented Employees	Additional \$75.00 per month towards health insurance

SECTION IV: FINANCIAL INFORMATION

Please provide the following:

- A. Current detailed budget projections/estimates for the current fiscal year, budget year and budget year plus one (e.g., if current fiscal year is FY 2012-2013, then budget year would be FY 2013-2014 and budget year plus one would be FY 2014-2015).**

(Tab D)

- B. Current status of your court's fund balance.**

As of September 23, 2015, the Court had a positive fund balance. At the end of the fiscal year, if the Court does not receive the requested funding, the Court will have to take the necessary action to avoid a negative fund balance of approximately \$281,191.00.

(Tab E)

- C. Three-year history of your court's year-end fund balances, revenues, and expenditures.**

(Tab F)

- D. If the trial courts' application is for one-time supplemental funding, please explain why a loan would not be appropriate.**

The statutorily imposed 1% cap on fund balances does not allow Courts to prepare and budget for unforeseen emergencies, such as the devastation the Tehama Superior Court experienced. A loan would not be an appropriate remedy because this incident was not the result of the Court's inefficiencies, inadequate planning or poor fiduciary practices but an unforeseen act of sabotage.

- E. The most recent audit findings of fiscal issues and the remediation measures taken to address them.**

(Tab G)



Superior Court of California, County of Tehama

**Application for
Supplemental Funding**

Caryn Downing
Court Executive Officer
Clerk of the Court
Jury Commissioner

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Telephone: (530) 527-3484, Option 5
Fax: (530) 527-4974

Historic Courthouse
633 Washington Street
Red Bluff, CA 96080



September 28, 2015

Chief Justice Tani G. Cantil-Sakauye
Members of the Judicial Council
Supreme Court of California
350 McAllister Street
San Francisco, CA 94102-4797

Dear Chief Justice Tani G. Cantil-Sakauye and Members of the Judicial Council,

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If you have any questions or concerns that are not addressed in the application, please contact me or Presiding Judge, John J. Garaventa at (530) 527-6198 or at the address above.

The Court would like to thank you for time and your consideration.

Respectfully,


Caryn A. Downing
Court Executive Officer



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab A

Application for Supplemental Funding

APPLICATION FOR SUPPLEMENTAL FUNDING FORM

Please check the type of funding that is being requested:

☐ **CASH ADVANCE** (Complete Section I only.)

☒ **URGENT NEEDS** (Complete Sections I through IV.)

☒ **ONE-TIME DISTRIBUTION**

☐ **LOAN**



SECTION I: GENERAL INFORMATION

SUPERIOR COURT:

Tehama

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

Caryn A. Downing, Court Executive Officer

CONTACT PERSON AND CONTACT INFO: 530-527-6198

DATE OF SUBMISSION:

9/25/2015

DATE FUNDING IS NEEDED BY:

12/1/2015

REQUESTED AMOUNT:

\$512,000.00

REASON FOR REQUEST

(Please briefly summarize the reason for this funding request, including the factors that contributed to the need for funding. If your court is applying for a cash advance, please submit a cash flow statement when submitting this application. Please use attachments if additional space is needed.)

On July 1, 2015, The Superior Court of California, County of Tehama began this fiscal year with a positive fund balance. This Court has a history and record of good stewardship and being fiscally prudent. The intentional data deletion that occurred on July 3, 2015, caused the Court to incur extraordinary expenses in excess of \$512,000.00. Had this incident not occurred, the Court would have a balanced budget for FY15-16.

In early June of this year the Tehama Superior Court was made aware of certain suspicious activity in its computer and telephone systems. AT&T's Security Incident Response and Forensic Solutions Department was engaged by the Court on June 5, 2015, to act in the capacity of a trusted advisor to evaluate the Court's concerns. On June 10th, AT&T's Lead Investigator arrived at the courthouse and began an initial vulnerability assessment. On June 12th three members of AT&T's team arrived at the Court and started a forensic analysis of the Court's infrastructure. Subsequently, the Court's IT Director was placed on Paid Administrative Leave pending an investigation as to actions involving the Court's computer network. After escorting him out of the building, he took an HP SAN (storage device) out of his vehicle, handed it over to the bailiff and indicated it was court property. It was later determined this piece of equipment was non-operational due to missing hardware. AT&T was able to secure the Court's infrastructure to a certain degree and continued to work on securing the system in its entirety. However, due to the lack of administrative passwords and inaccurate IT documentation, the Court's infrastructure remained vulnerable to the individual who had intricate knowledge of the administrative passwords.

On June 26, 2015, the Court's IT Director was terminated.

On June 29, 2015, the Court engaged NWN Corporation for staffing augmentation and specialty services.

On July 3, 2015, at approximately 1:58 p.m. someone logged in with the Administrator account and deleted all the pertinent data contained within the IT infrastructure, including any back-up. These affirmative, intentional, nefarious actions rendered the Court's case management system, telephones, exchange server, jury system, shared and individual drives and website non-operational.

Between July 3rd and July 8th AT&T, NWN and an IT staff member from Judicial Council began troubleshooting the Court's IT environment to determine why the Court's entire system was non-functional.

On July 9, 2015, it was determined that specific and targeted commands were executed during the July 3, 2015, intrusion to perform the data deletion, the investigation and review of logging sources did not indicate reconnaissance activities were performed hereby indicating the nefarious actor had intricate knowledge of the administrative

credentials, configurations and topology of the IT systems to carry out the activities. As a result of this discovery, law enforcement was contacted.

On July 10, 2015, the Court contracted with Kroll Ontrack Data Recovery to evaluate and examine the feasibility of being able to rebuild and recover the logical volumes containing the Court's infrastructure. Eight hard drives were sent to them for evaluation. Kroll used proprietary tools to access the devices, rebuild the logical volumes and recovered 3760.84 GB of data which contained the Court's case management system dating back to March 17, 2015, the active directory structure, telephones, jury and key card systems. Upon receiving the external hard drives, the Court began the process of transferring the data back into the server environment. Staff must now endure the tedious process of re-entering all unrecoverable information including payments, citations, new cases, filings, etc. back into the case management system while continuing to maintain their current workload. Additionally, 991+ hours of time devoted to configuration, and code mapping for the Court's new case management system was lost requiring staff to re-enter this information. The data loss has added increased expenses to the Court.

During the service of a search warrant on July 14, 2015, at the former IT Director's home, 8 hard drives belonging to the Tehama Superior Court were seized. The drives were subsequently returned to the Court and after a forensic evaluation it was determined 6 out of the 8 drives were non-operational.

On July 10, 2015, the Tehama Superior Court filed a civil complaint against its former IT Director for Intentional Tort and General Negligence. In addition, the Court also requested and obtained a Temporary Restraining Order. On August 6, 2015, the Court filed a First Amended Complaint for Cyber Fraud/Deceit, Civil Claim Under PC 1502 (e), Breach of Duty of Loyalty to Employer, Invasion of Privacy, Conversion, Trespass, Negligence, Violation of LC 2865, Violation of LC 2854. All proceedings have currently been stayed pending the criminal investigation.

As of the date of this application, the following services have been restored: case management system, jury system, telephones, active directory, exchange, file sharing for user and common drives, limited website, printing, on-site nightly back-ups, off-site weekly back-ups, building key card system, FLFED data base, AT&T web filtering, and security cameras. The following services have been added for enhanced security and optimization: AT&T Threat Manager, Help Desk ticketing system, network monitoring system, and AT&T e-mail filtering. The Court continues to work diligently to restore public access to the following services: the online case and calendar index on its website, and wireless internet.

In closing, the Court would ask that you consider approving our request for supplemental funding in the amount of \$512,000.00. This would restore the Court's fund balance back to where it was prior to this unforeseen emergency. The Court has a primary objective of fiscal responsibility and has budgeted accordingly for long term planning, entering into extended contracts and new Courthouse relocation costs. Restoring the court's fund balance to zero will negatively impact our future operations. Thank you for this opportunity.

(Tab B)

Section II through Section IV of this form is required to be completed if your court is applying for supplemental funding for urgent needs (unavoidable funding shortfall, unforeseen emergency or unanticipated expenses for existing programs). Please submit attachments to respond to Sections II through Section IV.

SECTION II: TRIAL COURT OPERATIONS AND ACCESS TO JUSTICE

A. What would be the consequence to the public and access to justice if your court did not receive the requested funding?

With layoffs and/or position eliminations the public and access to justice would be significantly impacted. The Court would seek to further reduce its public counters and telephone hours or even possibly eliminate telephone access all together. Except as required by law, in civil, probate and family law cases, the services of an official court reporter may not be available, making it more challenging for self-represented litigants to prepare orders, etc. The processing of non-priority work (filing, copies, ex parte communications and correspondences, records management and non-priority dispositions) would be delayed. Requests for criminal records searches would also be delayed, affecting those needing the search for prospective employers. Mandated reporting to DMV (including the lifting of drivers and registration holds) and DOJ (conviction reporting) would be prolonged, diminishing the public's confidence in the Court and possibly having adverse action taken against compliant defendants. The Courts new case management system and e-filing would not be implemented preventing the Court from expanding online access to the public.

B. What would be the consequence to your court's operations if your court did not receive the requested funding?

Approximately \$485,000.00 in savings would be required for a balanced budget. In order to achieve this, the Court would layoff and/or eliminate 7 positions. Restructuring the duties of these positions would drastically impact the effectiveness of operations and would have a negative effect on the entire court system. The continued work on creating efficiencies and streamlining processes would be delayed. The scheduling of non-priority cases would be prolonged. The Court would be unable to dedicate resources to the collection of court investigation fees, the timely processing of refunds and the referrals of delinquent court ordered debt. Staff training and travel would be eliminated. The Court would be unable to fund its IWR Interactive Web Response and Self-Check-in Module Project for its jury system. The project is a grant reimbursement program that the Court would no longer be able to participate in.

(Tab C)

C. What measures will your court take to mitigate the consequences to access to justice and court operations if funding is not approved by the Judicial Council?

The Mission Statement of the Tehama Superior Court is, "To ensure the prompt and fair adjudication of all cases and to improve public confidence in the Court's through accessibility, communication and education. To that extent, we would strive to stay consistent with our objectives. In order to function without the supplemental funding, the Court would prioritize its needs and those of the public. The Court would begin communications with the union for the use of volunteers and reach out to our justice partners for possible assistance. Explore the options for alternative payment locations for those needing to pay after business hours.

D. Please provide five years of filing and termination numbers.

Fiscal Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
2010-2011	44.34			39.34
Detailed information is unavailable				
2011-2012	40.84	37.34	36.34	36.34
Assistant CEO position eliminated				
2012-2013	38.0	36.0	39.84	39.84
No position additions or deletions				
2013-2014	39.84	41.84	41.84	41.84
Reclassified two positions to reflect actual job duties, created IT Director position, eliminated System Analyst position				
2014-2015	42.50	43.50	43.50	44.50
Added Accounting Technician and CEO/Human Resources Manager positions				

APPLICATION FOR SUPPLEMENTAL FUNDING FORM (Continued)

SECTION III: REVENUE ENHANCEMENT AND COST CONTROL MEASURES

A. If supplemental funding was received in prior year, please identify amount received and explain why additional funding is again needed in the current fiscal year.

N/A

B. If the request for supplemental funding is not for a one-time concern, the court must include an expenditure/revenue enhancement plan that identifies how the court will resolve its ongoing funding issue.

N/A

C. What has your court done in the past three fiscal years in terms of revenue enhancement and/or expenditure reductions, including layoffs, furloughs, reduced hours, and court closures?

2011

- Implemented a 39 hour work week for all employees except two managers
- Deferred Comp. match eliminated for line-staff

2012

- Deferred Comp. match eliminated for managers
- Started paying full 7% employee contribution towards retirement
- All employees received a step decrease (this was equivalent to a 5% pay decrease)
- The Court entered in an Agreement with Shasta Collections for the collection of court ordered delinquent debt
- Eliminated longevity pay

2013

- Self-Help Center was relocated to the Historic Courthouse improving public access and eliminating the rental agreement
- Closed the Corning Branch Court
- Office and telephone hours were reduced to Monday through Friday from 10:00 a.m. – 2:00 p.m.

D. Please describe the employee compensation changes (e.g. cost of living adjustments and benefit employee contributions) and staffing levels for past five fiscal years for the court.

Fiscal Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
2010-2011	44.34			39.34
Detailed information is unavailable				
2011-2012	40.84	37.34	36.34	36.34
Assistant CEO position eliminated				
2012-2013	38.0	36.0	39.84	39.84
No position additions or deletions				
2013-2014	39.84	41.84	41.84	41.84
Reclassified two positions to reflect actual job duties, created IT Director position, eliminated System Analyst position				
2014-2015	42.50	43.50	43.50	44.50
Added Accounting Technician and Assistant CEO/Human Resources Manager positions				

Year	Business Unit	Item
2011	All Represented Employees	Began paying employee's full share of 7% toward retirement
	All Unrepresented Employees	Began paying employee's full share of 7% toward retirement
2012	All Represented Employees	2.5% COLA
	All Unrepresented Employees	2.5% COLA
2013	All Represented Employees	One-time \$500.00 stipend
	All Unrepresented Employees	One-time \$500.00 stipend
	All Represented Employees	Return to a 40 hour workweek
	All Unrepresented Employees	Return to a 40 hour workweek
2014	All Represented Employees	2.5% COLA
	All Unrepresented Employees	3.0% COLA
	All Represented Employees	One-time \$250.00 Stipend
	All Unrepresented Employees	One-time \$250.00 Stipend
Year	Business Unit	Item
2014		

	All Unrepresented Employees	One-time \$250.00 Stipend
Year	Business Unit	Item
2014		
	All Represented Employees	Additional \$75.00 per month towards health insurance
	All Unrepresented Employees	Additional \$75.00 per month towards health insurance
2015	All Represented Employees	2.5% COLA
	All Unrepresented Employees	3.0% COLA
	All Represented Employees	Additional \$75.00 per month towards health insurance
	All Unrepresented Employees	Additional \$75.00 per month towards health insurance

SECTION IV: FINANCIAL INFORMATION

Please provide the following:

- A. Current detailed budget projections/estimates for the current fiscal year, budget year and budget year plus one (e.g., if current fiscal year is FY 2012-2013, then budget year would be FY 2013-2014 and budget year plus one would be FY 2014-2015).**

(Tab D)

- B. Current status of your court's fund balance.**

As of September 23, 2015, the Court had a positive fund balance. At the end of the fiscal year, if the Court does not receive the requested funding, the Court will have to take the necessary action to avoid a negative fund balance of approximately \$281,191.00.

(Tab E)

- C. Three-year history of your court's year-end fund balances, revenues, and expenditures.**

(Tab F)

- D. If the trial courts' application is for one-time supplemental funding, please explain why a loan would not be appropriate.**

The statutorily imposed 1% cap on fund balances does not allow Courts to prepare and budget for unforeseen emergencies, such as the devastation the Tehama Superior Court experienced. A loan would not be an appropriate remedy because this incident was not the result of the Court's inefficiencies, inadequate planning or poor fiduciary practices but an unforeseen act of sabotage.

- E. The most recent audit findings of fiscal issues and the remediation measures taken to address them.**

(Tab G)



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab B
Recovery Efforts

Tehama Superior Court

Tracking Expenses related to Computer issue - O-521501

[illegible]



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab B

Subsection 1

Miscellaneous Invoices

RECEIVED
7/7/15

TEHAMA COUNTY LOCK AND SECURITY
ANDERSON LOCK & SAFE
1015 Walnut St.
RED BLUFF, CA 96080
(530) 527-3507

NAME <i>T.C. Court</i>		DATE <i>7-7-15</i>	
ADDRESS			
LOCATION		RES. PHONE	BUS. PHONE
QTY.	DESCRIPTION	PRICE	AMOUNT
10	Key Copies	1.99	19.90
15	Key Copies	2.49	37.35
2	Box Key Tags	7.95	15.90
<input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE			
CUSTOMER'S SIGNATURE <i>X</i>		TOTAL MATERIALS	
AUTHORIZATION FOR SECURITY/EMERGENCY SERVICES I hereby certify that I have the authority to order the lock, key or security work designated above. Further, I agree to absolve the locksmith who bears this authorization from any and all claims arising from the performance of such work.		TOTAL LABOR	
SIGNATURE		<input type="checkbox"/> SERVICE CHG. <input type="checkbox"/> TRIP CHG.	
DATE		SUBTOTAL	
ADDRESS		TAX <i>5.95</i>	
YEAR	MAKE	TOTAL <i>78.95</i>	
IF AUTO			
LICENSE/SERIAL NUMBER			

B PRODUCT 619

26999

WORK ORDER
INVOICE

0-521501

Vendor #: 5013652
GL Acct. #: 935408
Print #: 110001
P.O. #: 9200
Invoice #: 521200

Estimate No: 1906931823
Created: 7/2015 by SAP
7/2015 by SAP

TEHAMA COUNTY LOCK AND SECURITY
ANDERSON LOCK & SAFE
 1015 Walnut St.
 RED BLUFF, CA 96080
 (530) 527-1507

NAME <i>T.C. Courthouse</i>		DATE <i>7/2/15</i>	
ADDRESS			
LOCATION		RES. PHONE	BUS. PHONE
QTY.	DESCRIPTION	PRICE	AMOUNT
	<i>Re-key Service all</i>		<i>8.00</i>
			<i>59.00</i>
	<i>Total</i>	<i>\$67.00</i>	
<i>Rekey - Mark's old office</i>			
<input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE			
CUSTOMER'S SIGNATURE <i>X</i>		TOTAL MATERIALS	
AUTHORIZATION FOR SECURITY/EMERGENCY SERVICES I hereby certify that I have the authority to order the lock, key or security work designated above. Further, I agree to absolve the locksmith who bears this authorization from any and all claims arising from the performance of such work.		TOTAL LABOR	
SIGNATURE	DATE	<input type="checkbox"/> SERVICE CHG. <input type="checkbox"/> TRIP CHG.	
ADDRESS		SUBTOTAL	
YEAR	MAKE	TAX	
	IF AUTO	TOTAL	
	LICENSE/SERIAL NUMBER		

B PRODUCT 619

26766

WORK ORDER INVOICE

No: *1906931824*

7/2015 by *SAP*

7/2015 by *SAP*

5013652
935408
110001
7200
52-1200

0-521501

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

REQUEST FOR REIMBURSEMENT FORM

Employee Name: Caryn Downing Vendor Number: E52-009926

Employee Address: 21760 Wicox Road #B
Red Bluff, CA 96080

Division: Administration

Business Purpose of Expense: Cell Phones for Court Emergency

Itemized Expenses:

GL ACCT	FUND #	Cost Ctr.	PECT	WBS Element	Description	Amount
922616	110001	521200	9500		1-Cell Phone	32.14
					2-Cell Phones	64.28
					2-Cell Phones	64.28
					2-Cell Phones & 6-450 min/90 day plans	623.44
					Total	\$ 784.14

(Attach original receipts)

Cs G D
Employee Signature

7/15/15
Date

[Signature]
Approval Signature

7/15/15
Date

Reimbursement No: 1906933082
7/15/15 by AK
7/15/15 Rwr

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(530) 529 - 5540
MANAGER ROBIN COLLINS
1025 S MAIN ST
RED BLUFF CA 96080
ST# 1608 OP# 00004594 TE# 66 TR# 09502
PRODUCT SERIAL #
840356810066551864
POP# 66425674037091328921362
TFLG15P4THNT 061696011134 29.83 X
PRODUCT SERIAL #
840356810066546153
POP# 36803704037091328921362
TFLG15P4THNT 061696011134 29.83 X
SUBTOTAL 59.66
TAX 1 7.750 % 4.62
TOTAL 64.28
VISA TEND 64.28

ACCOUNT # **** * 7134 S
APPROVAL # 01870C
REF # 519100112735
TRANS ID - 0465191082478586
VALIDATION - 87PD
PAYMENT SERVICE - E
TERMINAL # SC010054

07/09/15 19:17:30

CHANGE DUE 0.00

ITEMS SOLD 2

TC# 5165 3108 3062 8215 6376



Low Prices You Can Trust. Every Day.
07/09/15 19:17:30

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(530) 529 - 5540
MANAGER ROBIN COLLINS
1025 S MAIN ST
RED BLUFF CA 96080
ST# 1608 OP# 00004594 TE# 66 TR# 09504
PRODUCT SERIAL #
840356810066539182
POP# 66353914037091328921368
TFLG15P4THNT 061696011134 29.83 X
SUBTOTAL 29.83
TAX 1 7.750 % 2.31
TOTAL 32.14
VISA TEND 32.14

ACCOUNT # **** * 7134 S
APPROVAL # 05163C
REF # 519100113518
TRANS ID - 0465191083171084
VALIDATION - VFXH
PAYMENT SERVICE - E
TERMINAL # SC010054

07/09/15 19:18:39

CHANGE DUE 0.00

ITEMS SOLD 1

TC# 7195 3108 3062 8713 6356



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07/09/15 19:18:39

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(530) 529 - 5540
 MANAGER ROBIN COLLINS
 1025 S MAIN ST
 RED BLUFF CA 96080
 ST# 1608 OP# 00004594 TE# 66 TR# 09501
 PRODUCT SERIAL #
 840356810066539950
 POP# 66359784037091328921369
 TFLG15P4THNT 061696011134 29.83 X
 PRODUCT SERIAL #
 840356810066552813
 POP# 06435804037091328921369
 TFLG15P4THNT 061696011134 29.83 X
 SUBTOTAL 59.66
 TF450MIN/90D 061696007826 79.88 N
 TF450MIN/90D 061696007826 79.88 N
 TF450MIN/90D 061696007826 79.88 N
 TF450MIN/90D 061696007826 79.88 N
 TF450MIN/90D 061696007826 79.88 N
 TF450MIN/90D 061696007826 79.88 N
 TF450MIN/90D 061696007826 79.88 N
 SUBTOTAL 618.82
 TAX 1 7.750 % 4.62
 TOTAL 623.44
 VISA TEND 623.44

ACCOUNT # **** * 7134 S
 APPROVAL # 08582C
 REF # 519100441449
 TRANS ID - 0385191081781336
 VALIDATION - V65N
 PAYMENT SERVICE - E
 TERMINAL # SC010054

07/09/15 19:16:20

917 MINUTES
 917 MINUTES
 917 MINUTES
 917 MINUTES
 917 MINUTES
 917 MINUTES
 917 MINUTES

CHANGE DUE 0.00

ITEMS SOLD 9

TC# 2957 7953 4932 1465 6298 2



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07/09/15 19:16:25

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HOW WAS YOUR SHOPPING
 EXPERIENCE TODAY?
 ¿Cómo fue su experiencia
 de compra hoy?

Please complete our
 NEW SHORTER survey at:
 Por favor complete nuestra
 breve encuesta en...

<http://www.survey.walmart.com>

You will need to enter the
 following online:

ID #: 7HMB43KF2G7

IN RETURN FOR YOUR TIME YOU COULD
 RECEIVE ONE OF FIVE \$1000
 WALMART GIFT CARDS

No purchase necessary. Open to
 legal residents of the US, DC,
 or PR, 18 or older to enter.
 To enter without purchase and
 for complete official rules visit
www.entry.survey.walmart.com.
 Sweepstakes period is shown in
 the official rules. Survey
 must be taken within ONE week
 of today.

THANK YOU! WE VALUE YOUR OPINION!

Walmart

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(530) 529 - 5540
 MANAGER ROBIN COLLINS
 1025 S MAIN ST
 RED BLUFF CA 96080
 ST# 1608 OP# 00004594 TE# 66 TR# 09503
 PRODUCT SERIAL #
 840356810066553274
 POP# 16488574037091328921363
 TFLG15P4THNT 061696011134 29.83 X
 PRODUCT SERIAL #
 840356810066552896
 POP# 46435254037091328921363
 TFLG15P4THNT 061696011134 29.83 X
 SUBTOTAL 59.66
 TAX 1 7.750 % 4.62
 TOTAL 64.28
 VISA TEND 64.28

ACCOUNT # **** * 7134 S
 APPROVAL # 04340C
 REF # 519100113216
 TRANS ID - 0385191082901087
 VALIDATION - KC32
 PAYMENT SERVICE - E
 TERMINAL # SC010054

07/09/15 19:18:12

CHANGE DUE 0.00

ITEMS SOLD 2

TC# 7346 5316 5140 6039 4584



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07/09/15 19:18:12

CUSTOMER COPY



SUPERIOR COURT OF CALIFORNIA

Rev: 09/05

Tehama
633 Washington Street, Rm 19
Red Bluff, CA 96080
(530) 527-3249/Fax (530) 527-4974

Select One Box Only:

Federal Wire Transfer:	<input checked="" type="checkbox"/>
Book Transfer:	<input type="checkbox"/>
ACH:	<input type="checkbox"/>
PHOENIX Payroll	<input type="checkbox"/>

PR Lead Initials

FT # : _____

(For PSSC Use Only)

ELECTRONIC FUNDS TRANSFER FORM

Transfer Amount : \$ 69,354.93

Value Date : 7/15/2015

CHARGE ACCOUNT

Transfer FROM (Debit) Acct # : [REDACTED]

Account Name : Court Operations

Routing Number : [REDACTED]

Bank Name : Bank of America

BENEFICIARY ACCOUNT

Transfer TO (Credit) Acct # : [REDACTED]

Account Name : Kroll Ontrack, Inc.

Bank Name : Bank of America

Routing Number: : [REDACTED]

Bank Address : 100 W 33rd Street, New York, NY 10001

Payment Description:

(Same as Line Item Text in SAP)

Emergency Evaluation and Data Recovery for Two Servers

Special Instructions:

Account Coding:

	G/L	CC	WBS	FA	Fund	Amount	Assignment
DR	943201	521200		9500	110001	69354.93	Data Recovery
DR							
DR							
DR							
DR							
CR	100011				110001		

PHOENIX PAYROLL DOCUMENT #

PHOENIX PAYROLL VENDOR #

Linda Watkins-Gallina

Prepared By

7/15/2015

Date

Linda Watkins-Gallina

Authorized Signature

7/15/15

Date

For PSSC Use Only

☐ Check this box to indicate that you verified to Wire Log

Initiated by:

Date of Completion

☐ Check this box to indicate that you verified to Wire Log

Released by:

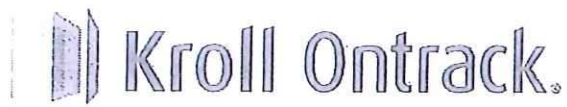
Date of Completion

NOTES:

*Attach supporting documentation to this funds transfer request.

*Email or fax this form to: EFTRequests@jud.ca.gov or FAX No. 916-263-1318. Emailed forms should be emailed by an authorized signer. Faxed forms should be signed by an authorized signer.

* - Please allow 2-4 hours for processing - Forms received by 4pm will be processed the following day **



Kroll Ontrack, Inc.
Payment Remittance Information

Bank Information for ACH:

Account Information: **Kroll Ontrack, Inc.**
Bank of America
Bank Address: 1400 Best Plaza Drive
Richmond, VA 23227
Account Number: 4427195125
ABA Routing Number: 111000012

Bank Information for Wire:

Account Information: **Kroll Ontrack, Inc.**
Bank of America
Bank Address: 100 W 33rd Street
New York, NY 10001
Account Number: 4427195125
ABA Routing Number: 026009593
SWIFT (International): BOFAUS3N

Check Payment Address:

Via US Mail: **Kroll Ontrack, Inc.**
PO Box 845823
Dallas, TX 75284-5823

Via Courier: **Bank of America Lockbox Services**
Lockbox 845823
1950 N. Stemmons Freeway, Suite 5010
Dallas, TX 75207

Kroll Ontrack is not responsible for bank transfer fees. If your bank requires a processing fee and deducts the amount from your wire payment, you will be responsible for that charge. Please include any wire transfer/bank fees in the original amount to avoid any shipping delays.

Please include your company name, job number, and invoice number with your payment.

Ontrack® Data Recovery

Service Order #: 5135002

Service Authorization

Date: July 15, 2015
Customer: Tehama Superior Court
Contact: Ryan Wentzel
Address:
633 Washington St Room 19
Red Bluff, CA 96080
US
Phone: (209) 210-8739
Email: rv383e@att.com
Customer Reference #:

Data Recovery Specialist: Brian Nolt
Ship to Address:
633 Washington St Room 19
Red Bluff, CA 96080
US
Toll free: (800) 872-2599 x3560
Direct: (952) 516-3560
Email: bnolt@krollontrack.com

Good news, your data recovery service evaluation is complete and we can recover data from the media you shipped us! Just one final step; your approval is necessary for us to finish the data recovery services and deliver your data back to you.

1. Complete this form and send it back to your Data Recovery Specialist
2. If you have any questions, please call Brian Nolt at (800) 872-2599 x3560

Order Summary (Prices valid for 5 days from date of quotation below)

Products	Price	Quantity	Extended
DATA RECOVERY	32500.00	1	32500.00 USD
DATA RECOVERY	32500.00	1	32500.00 USD
EVALUATION	2000.00	2	4000.00 USD
Media - Hard Drive - EXT3TB	129.00	2	258.00 USD
FREIGHT	75.00	1	75.00 USD
Sub Total			69333.00 USD
Total Tax			21.93 USD
Total Cost for Service			69354.93 USD

NOTE: Tax is based on Ship to Address, additional charges may apply

Payment Details

Selected payment method: Purchase Order Note: Must be pre-approved; please email hard copy of PO to your representative

Service & Authorization

By signing below, as an authorized signatory, you authorize Ontrack to proceed with this Engagement and understand that the terms and conditions located at the following site: <http://www.krollontrack.com/data-recovery/terms> apply to this transaction.

Full Name: Garyn A. Downing

Signature: [Signature]

Date: 7-15-15

John J. Garavento, Presiding Judge
Name

[Signature]
Signature

7/15/15
Date

KROLL ONTRACK®

9023 COLUMBINE RD
EDEN PRAIRIE, MN 55347
US
(952) 937-1107

Job No. 5135002
Order 0552268
Order Date 07/15/2015
Terms PREPAID
Warehouse MN1
FOB SHIP PT.
Ship Via 1 DAY
PO

Ship To:
Ryan Wentzel
Tehama Superior Court
633 Washington St Room 19
Red Bluff, CA 96080
US

Notes: SO = 5135002;

<u>Line</u>	<u>Item ID</u>	<u>Description</u>	<u>QTY</u>	<u>UM</u>	<u>Ship QTY</u>	<u>Back Order</u>
1	50DRR-S Note: TSCVOL1	DATA RECOVERY	1	EA		
2	50DRR-S Note: TSCVOL2	DATA RECOVERY	1	EA		
3	50DRD-S	EVALUATION	2	EA		
4	06BMHDP3000E-ES	Media - Hard Drive - EXT3TB	2	EA		

Picked:

Date:

Qty:

KROLL ONTRACK®

9023 COLUMBINE RD
EDEN PRAIRIE, MN 55347
US
(952) 937-1107

Ship To:
Caryn Downing
Tehama Superior Court
633 Washington St Room 19
Red Bluff, CA 96080
US

Job No. 5135002
Order 0552367
Order Date 07/15/2015
Terms NO CHARGE
Warehouse MN1
FOB SHIP PT.
Ship Via 1 DAY
PO

Notes: SO = 5135002;

<u>Line</u>	<u>Item ID</u>	<u>Description</u>	<u>QTY</u>	<u>UM</u>	<u>Ship QTY</u>	<u>Back Order</u>
1	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6EG	1	EA		
2	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL89WLC	1	EA		
3	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B7GH	1	EA		
4	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6EB	1	EA		
5	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6FB	1	EA		
6	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6R1	1	EA		

Picked:

Date:

Qty:

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7	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B5RD	1	EA		
8	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B5L4	1	EA		
9	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B7F7	1	EA		
10	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B61H	1	EA		
11	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6T0	1	EA		
12	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6WD	1	EA		

Picked:

Date:

Qty:

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Notes: SO = 5135002;

<u>Line</u>	<u>Item ID</u>	<u>Description</u>	<u>QTY</u>	<u>UM</u>	<u>Ship QTY</u>	<u>Back Order</u>
13	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B691	1	EA		
14	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B1S2	1	EA		
15	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6JB	1	EA		
16	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B605	1	EA		
17	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B7D7	1	EA		
18	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B7GC	1	EA		

Picked:

Date:

Qty:

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US

Notes: SO = 5135002;

<u>Line</u>	<u>Item ID</u>	<u>Description</u>	<u>QTY</u>	<u>UM</u>	<u>Ship QTY</u>	<u>Back Order</u>
19	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B78A	1	EA		
20	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6X6	1	EA		
21	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6Y0	1	EA		
22	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B5YA	1	EA		
23	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B5WG	1	EA		
24	00CE001-S	CUSTOMER HARD DISK Note: SEAGATE ST3600057SS 6SL8B6N5	1	EA		

Picked:

Date:

Qty:

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(952) 937-1107

Ship To: Caryn Downing
Tehama Superior Court
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US

Notes: SO = 5135002;

<u>Line</u>	<u>Item ID</u>	<u>Description</u>	<u>QTY</u>	<u>UM</u>	<u>Ship QTY</u>	<u>Back Order</u>
25	00CE005-S	CUSTOMER MOUNTING BRACKET	24	EA		
Note: ATTACHED						

Picked:

Date:

Qty:

STAPLES

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/31/15		8035358787
PLEASE PAY BY	TERMS	AMOUNT DUE
9/14/15	Net 45 Days	1129.91

INVOICE

Staples Advantage

Federal ID



TEHAMA COUNTY SUPERIOR COURT
ROBIN SCATTINI
PO BOX 278
RED BLUFF, CA 96080-0278

Bill to Account:

RECEIVED
8/10/15

Remittance Page of Summary Invoice

Vendor #: 5024837-21
GL Acct. #: 1109.35 / \$20.56 (0-521501)
Fund #: 110001
FA #: 9200
CC #: 521200
\$ 1129.91

Customer Service inquiries # 877-826-7755

Invoice Payment Inquiries 877-524-7475

Make checks payable to Staples Advantage, Dept SNA P.O. Box 415256, Boston MA 02241-5256

TO ENSURE PROPER CREDIT, TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT

Customer Service inquiries # 877-826-7755

Invoice Payment Inquiries 877-524-7475

STAPLES

Please send payment to:

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/31/15		8035358787
PLEASE PAY BY	TERMS	AMOUNT DUE
9/14/15	Net 45 Days	1129.91
PLEASE ENTER AMOUNT PAID		

Staples Advantage
Dept SNA
P.O. Box 415256
Boston, MA 02241-5256

Invoice No: 1907013477
8/21/15
8/24/15
AK
Kew

8313-01-00-1005954-0001-0025554

STAPLES

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/31/15		8035358787
PLEASE PAY BY	TERMS	AMOUNT DUE
9/14/15	Net 45 Days	1129.91

INVOICE *DETAIL*

Staples Advantage

Federal ID

Bill to Account:

Ship to Account: RED BLUFF

TEHAMA COUNTY SUPERIOR COURT
ROBIN SCATTINI
PO BOX 278
RED BLUFF, CA 96080-0278

SUPERIOR COURT TEHEMA CO
ATTN: ANGIE KIEFER
633 WASHINGTON ST
ADMINISTRATION-RM 21
RED BLUFF, CA 96080-3320

Budget Ctr : 521100
Budget Ctr Desc: ADMI EXECUTIVE OFFICE AND HUMA
P O Number :
P O Desc :
Release :
Release Desc :

Invoice Number: 3273080287
Order : 7139777726-000-001
Ordered By : ANGIE KIEFER
Order Date : 7/15/15

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	223667	MHC USB CONVERTER 1 CEN36	1		EA	1	19.08	19.08
Freight:		.00	Tax:(7.7500 %)		1.48	Sub-Total:		19.08
							Total:	20.56

Backorder of



8313-01-00-1005894-0005-0025662



P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER [REDACTED]
STATEMENT DATE 08-06-2015
AMOUNT DUE \$2,651.33
NEW BALANCE \$2,651.33
PAYMENT DUE ON RECEIPT

000000304 1 SP 0.500 106481144807378 P

TEHAMA SUPERIOR COURT
LINDA WATKINS-GALLIN
633 WASHINGTON ST
ROOM 19
RED BLUFF CA 96080-3355

AMOUNT ENCLOSED
\$ 1,168.98
Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY								
TEHAMA SUPERIOR COURT [REDACTED]	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New Balance
Company Total	\$1,857.35	\$1,168.98	\$0.00	\$0.00	\$0.00	\$0.00	\$375.00	\$2,651.33

CORPORATE ACCOUNT ACTIVITY				
TEHAMA SUPERIOR COURT [REDACTED]			TOTAL CORPORATE ACTIVITY \$375.00CR	
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-07	07-07	74798265188000000001648	PAYMENT - THANK YOU 00000 C	375.00 PY

NEW ACTIVITY				
LINDA I. WATKINS-GALLINO [REDACTED]		CREDITS \$0.00	PURCHASES \$1,168.98	CASH ADV \$0.00
		TOTAL ACTIVITY \$1,168.98		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-24	24906415205017635434246	DNH*GODADDY.COM 480-5058855 AZ	639.98
07-29	07-28	24430995209400802060683	MICROSOFT * BILL.MS.NET WA	499.00
08-03	07-31	24275395213403600321781	CA ASSN MARR&FAMILY 858-2922638 CA	30.00

<p>CUSTOMER SERVICE CALL</p> <p>800-344-5696</p>	ACCOUNT NUMBER	ACCOUNT SUMMARY
	STATEMENT DATE 08/06/15	DISPUTED AMOUNT .00
<p>SEND BILLING INQUIRIES TO:</p> <p>U.S. Bank National Association</p> <p>C/O U.S. Bancorp Purchasing Card Program</p> <p>P.O. Box 6335</p> <p>Fargo, ND 58125-6335</p>	<p>AMOUNT DUE</p> <p>2,651.33</p>	

9/8/15 AK
9/8/15 Rev

1,168.98

Your account address
NWN Corp
Gerard Aguilar
633 Washington st
Red Bluff, CA 96080-3355
United States

Microsoft billing address
Federal ta [REDACTED]

Date	Description	Status	Payment Option	Grand Total
7/28/2015	ONLINE COMMERCIAL SUPPORT	Complete	Visa **7428	\$499.00

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

REQUEST TO PURCHASE FORM

Date of Request:

7/24/15

Requestor:

Date Needed:

7/24/15

Division:

Admin'

Vendor:

Go Daddy

7/28/15
Purchased on Cal card
per Jeremy He will
forward receipt.

Description of goods/services:

Purpose:

Quantity:

Price per Unit: \$

639.98

Taxable?

☐ Yes

☒ No

Shipping & Handling: \$

Not to Exceed Total: \$

640.00

Delivery Address:

Attention:

☐ Attachments (purchasing method backup)

Date:

7-24-15

Go 9 12
CEO

Special Instructions:

Under \$500 – List of three prices researched:

1. Place

Price

2. Place

Price

3. Place

Price

Due to the FT Crisis & NO
time to use personal devices
to find other
quotes.

Linda Watkins-Gallino

From: Jeremy Stetser <JStetser@nwnit.com>
Sent: Tuesday, July 28, 2015 10:19 AM
To: Linda Watkins-Gallino
Subject: Fwd: Tehama, your order confirmation is inside

Godaddy

Sent via the Samsung GALAXY S54, an AT&T 4G LTE smartphone

----- Original message -----

From: GoDaddy <donotreply@godaddy.com>
Date: 07/24/2015 10:37 AM (GMT-08:00)
To: Jeremy Stetser <JStetser@nwnit.com>
Subject: Tehama, your order confirmation is inside



THANK YOU.
LET'S GET STARTED.



SSL Certificates

Protect your transactions and customer data.

[Get Started](#)

[Take a quick survey and tell us how we're doing.](#)

YOUR ORDER CONFIRMATION

Order Number: 857300418

Product	Quantity	Term	Price
Standard Wildcard SSL	1 Certificate	3 Years	\$674.98
Subtotal:			\$674.98
Tax:			\$0.00
In Store Credit:			\$35.00
Total:			\$639.98

ACCESS ALL PRODUCTS

NOTE: Unless you have specifically selected the manual renewal option, your purchase includes enrollment in our automatic renewal service. This keeps your products up and running by automatically charging the then-current renewal fees to your payment method on file just before they're set to expire, with no further action on your part. You may cancel this service at any time by turning off the auto-renewal feature in your GoDaddy account.

Enjoy 25%* off new products of \$75.00 or more.

Use promo code gdbbt1901 in your cart when you order.

Recommended for you



Find your match



Stand out online



Extend and protect your brand by securing matching domain extensions like [.com](#), [.org](#), [.net](#), [.info](#) and more.

Tell people exactly who you are and what you do with a new domain like [.guru](#) and [.club](#).



* Not applicable to ICANN fees, taxes, transfers, premium domains, premium templates, Professional Design Service fees (including Web Design, eCommerce Design, and Logo Design), gift cards or Trademark Holders/Priority Pre-registration or pre-registration fees. Offer good towards new product purchases only and cannot be used on product renewals. Cannot be used in conjunction with any other offer, sale, discount or promotion. After the initial purchase term, discounted products will renew at the then-current renewal list price. Offer may be changed without notice.

Prices are current as of 7/24/2015 and may be changed without notice.

By using these products, you agree that you are bound by the [Universal Terms of Service](#) and [Privacy Policy](#). Learn more about our [Refund Policy](#).

Please do not reply to this email. Emails sent to this address will not be answered.

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Note: This message and any attachments is intended solely for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, legally privileged, confidential, and/or exempt from disclosure. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the original sender immediately by telephone or return email and destroy or delete this message along with any attachments immediately.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

REQUEST TO PURCHASE FORM

Date of Request: 7/28/15
Requestor: Linda Watkins-Gallino
Date Needed: 7/28/15
Division: Choose an item.
Vendor: Microsoft

Description of goods/services: Licensing expired two months ago - need to renew in order to have Microsoft products work w/Exchange Server
Purpose: _____
Quantity: _____

Price per Unit: \$ 499

Taxable? ☐ Yes ☒ No

Shipping & Handling: \$ N/A Not to Exceed Total: \$ 499

Delivery Address: Electronic Attention: _____

☐ Attachments (purchasing method backup)

Date: 7/28/15 Michelle Hanes
Manager

Special Instructions: Changed to Calcard

Under \$500 – List of three prices researched:

Time Issue - need immediately

1. Place _____ Price _____
2. Place _____ Price _____
3. Place _____ Price _____

Date: _____

Court Executive Officer

Linda Watkins-Gallino

From: Jeremy Stetser <JStetser@nwnit.com>
Sent: Tuesday, July 28, 2015 12:05 PM
To: Linda Watkins-Gallino
Subject: Fwd: Support Request Number - 115072812986935

Sent via the Samsung GALAXY S4, an AT&T 4G LTE smartphone

----- Original message -----

From: Gerard Aguilar <GAguilar@nwnit.com>
Date: 07/28/2015 12:03 PM (GMT-08:00)
To: helpdesk@tehamacourt.ca.gov
Cc: Jeremy Stetser <JStetser@nwnit.com>
Subject: FW: Support Request Number - 115072812986935



Gerard Aguilar

Sr. Solutions Engineer

Microsoft Certified Professional

NWN Corporation

916.596.8739 office | 916.203.8219 mobile

9745 Business Park Drive Suite A, Sacramento CA 95827

gaguilar@nwnit.com | www.NWNIT.com

From: Microsoft Technical Support [mailto:wradmin@microsoft.com]
Sent: Tuesday, July 28, 2015 11:37 AM
To: Gerard Aguilar
Subject: Support Request Number - 115072812986935

Microsoft Support Online

Submit Incident

Incident number: 115072812986935

Your question was successfully submitted to Microsoft. A Microsoft professional will respond to you within the timeframe communicated during the workflow.

[View this incident](#) at any time on Microsoft Support Online.

Next step: Start the Microsoft diagnostic tool

- This diagnostic package will gather information from the systems you choose and check for certain known problems. It can be run on other computers by using removable media.
- This diagnostic will not change any settings on your computer(s).
- You will have an opportunity to view the resulting report, and can elect to upload the collected information to Microsoft.
- The uploaded data will be analyzed for a broader selection of known issues, and will be made available to the support engineer.

Incident Details:

Incident number: 115072812986935

Created date: 7/28/2015 10:36:49 AM

Title: Exchange Activesync and Certificate Issue

Product: Exchange Server 2013 Standard

Severity:

E-mail address: gaguilar@nwnit.com

Contact preference: Phone

In order to further assist you with your request, we have found suggested resources within our systems which potentially match the results of your reported issue. Please review the resources below at your convenience.

Microsoft Suggested Resources

[Troubleshoot ActiveSync with Exchange Server](#)

[Microsoft Remote Connectivity Analyzer](#)

[Current issues with Microsoft Exchange ActiveSync and third-party devices](#)

[How to temporarily deactivate the kernel mode filter driver in Windows](#)

[Announcing the release of Exchange Server Remote Connectivity Analyzer - Exchange Team Blog - Site Home - TechNet Blogs](#)

[Under The Hood: Exchange ActiveSync Mailbox Log Analysis - Exchange Team Blog - Site Home - TechNet Blogs](#)

[Exchange ActiveSync FAQ](#)

[Technet forums - Exchange Previous Versions - Mobility and ActiveSync](#)

Thank you,
Microsoft Support Online

Microsoft is committed to your privacy. Review our [privacy statement](#)

Account Statement

Commercial Account
TEHAMA CNTY SUPERIOR CRT

STAPLES

moreACCOUNT

Customer Service:
staples.accountonline.com
Account Inquiries:
1-800-767-1291 Fax 1-801-779-7425

Account Number: [REDACTED]

Summary of Account Activity

Previous Balance	\$0.00
Payments	-\$0.00
Credits	-\$0.00
Purchases	+\$1,125.81
Debits	+\$0.00
FINANCE CHARGES	+\$0.00
Late Fees	+\$0.00
New Balance	\$1,125.81

Send Notice of Billing Errors and Customer Service Inquiries to:
STAPLES CREDIT PLAN
PO Box 790449, St. Louis, MO 63179-0449

Payment Information

Current Due		\$47.00
Past Due Amount	+	\$0.00
Minimum Payment Due	=	\$47.00
Payment Due Date		08/23/15

Credit Line	\$2,200
Credit Available	\$1,074
Closing Date	07/29/15
Next Closing Date	08/28/15
Days in Billing Period	31

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

TRANSACTIONS

Trans Date	Location/Description	Reference #	Amount
07/09	OFFICE SUPPLIES RED BLUFF CA	0-521501 - 985.79	\$ 183.26
07/10	OFFICE SUPPLIES RED BLUFF CA	9500-521300	\$ 86.43
07/14	OFFICE SUPPLIES RED BLUFF CA	Non Project - 140.02	\$ 103.39
07/15	OFFICE SUPPLIES RED BLUFF CA	9200-521200	\$ 12.93
07/21	OFFICE SUPPLIES RED BLUFF CA		\$ 52.79
07/21	OFFICE SUPPLIES RED BLUFF CA		\$ 489.89
07/22	OFFICE SUPPLIES RED BLUFF CA		\$ 197.12

FINANCE CHARGE SUMMARY

Type of Balance	Annual Percentage Rate (APR)	Daily Periodic Rate	Balance Subject to Finance Charge	Finance Charge
PURCHASES				
REGULAR REVOLVING CREDIT PLAN	0.00%	0.00000%	\$0.00	\$0.00

0-521501

Vendor #: 5024837-16
GL Acct. #: [REDACTED]
Fund #: 110001
FA #: 9200
CC #: 521300

RECEIVED
8/4/15

Document No: 1906984498
8/7/15 by AK
8/10/15 by Kuro

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 12

This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.

Your Account Number is [REDACTED]

STAPLES

moreACCOUNT

PO BOX 790439
ST. LOUIS, MO 63179

Statement Enclosed

For proper credit, please write
6035 5178 2064 7187
on your check and enclose
with this payment coupon.

Payment Due Date August 23, 2015
New Balance \$1,125.81
Past Due Amount \$0.00
Minimum Payment Due \$47.00
Amount Enclosed: \$

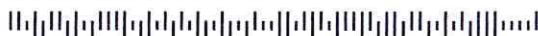
Print address changes on the reverse side.
Make Checks Payable to

PF00008474 2 AB 0.406 RL098481 HMN 003095 0044



TEHAMA CNTY SUPERIOR CRT
RENEE KENNEDY
633 WASHINGTON ST RM 19
RED BLUFF, CA 96080-3355

STAPLES CREDIT PLAN
DEPT. 51 - 7820647187
PO BOX 689020
DES MOINES IA 50368-9020



BILL TO:

Acct: [REDACTED]

SHIP TO:

TEHAMA CNTY SUPERIOR CRT
633 WASHINGTON ST RM 19
RED BLUFF, CA 96080-3355

Amount Due:	Trans Date:	Invoice #:
\$86.43	07/10/15	17505
PO:		Store: 100010131, RED BLUFF, CA

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
22X18X12 HD SHIPPING BOX	304157	4.0000 EA	\$5.49	\$21.96
3/16 SPLS BBL ROLL 12X175	634041	1.0000 EA	\$16.99	\$16.99
STPLS MOVE&STORAGE W/ LRG	376331	1.0000 EA	\$3.79	\$3.79
CURVEDESKTOPCOPYHOLDER	618852	1.0000 EA	\$12.49	\$12.49
EMTEC 16G USB2.0 CLICK AS	1427033	1.0000 EA	\$9.99	\$9.99
LEXAR S50 64GB USB FLASH	573623	1.0000 EA	\$24.99	\$24.99
STAPLES FUNDED COUPON	558100	1.0000 EA	\$10.00-	\$10.00-

0-521501 73.00

Non Project - 13.43

SUBTOTAL	\$80.21
TAX	\$6.22
SHIPPING	\$0.00
TOTAL	\$86.43

BILL TO:

Acct: [REDACTED]

SHIP TO:

TEHAMA CNTY SUPERIOR CRT
633 WASHINGTON ST RM 19
RED BLUFF, CA 96080-3355

Amount Due:	Trans Date:	Invoice #:
\$12.93	07/15/15	17820
PO:		Store: 100010131, RED BLUFF, CA

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
S70 8GB USB 2.0 PINK	1105256	1.0000 EA	\$6.00	\$6.00
S70 8GB USB 2.0 BLUE	1104839	1.0000 EA	\$6.00	\$6.00

SUBTOTAL	\$12.00
TAX	\$0.93
SHIPPING	\$0.00
TOTAL	\$12.93

BILL TO:

Acct: [REDACTED]

SHIP TO:

TEHAMA CNTY SUPERIOR CRT
633 WASHINGTON ST RM 19
RED BLUFF, CA 96080-3355

Amount Due:	Trans Date:	Invoice #:
\$489.89	07/21/15	18230
PO:		Store: 100010131, RED BLUFF, CA

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
STAPLES 16GB FLASH DRIVE	1548748	5.0000 EA	\$12.99	\$64.95
STAPLES 16GB FLASH DRIVE	1548748	30.0000 EA	\$12.99	\$389.70

SUBTOTAL	\$454.65
TAX	\$35.24
SHIPPING	\$0.00
TOTAL	\$489.89

BILL TO:

Acct: [REDACTED]

SHIP TO:

TEHAMA CNTY SUPERIOR CRT
633 WASHINGTON ST RM 19
RED BLUFF, CA 96080-3355

Amount Due:	Trans Date:	Invoice #:
\$183.26	07/09/15	28105
PO:		Store: 100010131, RED BLUFF, CA

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
EMTEC 16G USB2.0 CLICK AS	1427033	1.0000 EA	\$9.99	\$9.99
SANDISK CRUZER EDGE 8GB U	319005	1.0000 EA	\$9.99	\$9.99
SANDISK CRUZER EDGE 8GB U	319006	1.0000 EA	\$9.99	\$9.99
SANDISK CRUZER EDGE 8GB U	319006	1.0000 EA	\$9.99	\$9.99
EMTEC 16G USB2.0 CLICK AS	1427033	1.0000 EA	\$9.99	\$9.99
EMTEC 8GB USB 2.0 WALLPAP	1427030	1.0000 EA	\$9.99	\$9.99
SANDISK CRUZER EDGE 8GB U	319006	1.0000 EA	\$9.99	\$9.99

continued →

STAPLES

moreACCOUNT

Remit payment and make checks payable to:
 STAPLES CREDIT PLAN
 DEPT. 51 - 7820647187
 PO BOX 689020
 DES MOINES IA 50368-9020

INVOICE DETAIL

Invoice #:
28105
 continued

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
MARS MIXED MINIS - 40OZ	778942	1.0000 EA	\$10.99	\$10.99
EMTEC 16G USB2.0 CLICK AS	1427033	1.0000 EA	\$9.99	\$9.99
EMTEC 16G USB2.0 CLICK AS	1427033	1.0000 EA	\$9.99	\$9.99
WONKA MIX IT UPS BAG 48OZ	689516	1.0000 EA	\$10.99	\$10.99
SANDISK CRUZER EDGE 8GB U	319006	1.0000 EA	\$9.99	\$9.99
SPLS USB PARALLEL PRINT A	837521	1.0000 EA	\$48.99	\$48.99

SUBTOTAL	\$170.87
TAX	\$12.39
SHIPPING	\$0.00
TOTAL	\$183.26

BILL TO:
 Acct: [REDACTED]

SHIP TO:
 TEHAMA CNTY SUPERIOR CRT
 633 WASHINGTON ST RM 19
 RED BLUFF, CA 96080-3355

Amount Due:	Trans Date:	Invoice #:
\$103.39	07/14/15	28603
PO:	Store: 100010131, RED BLUFF, CA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
CLASP ENV BRN KRFT 6.5X9.	534990	1.0000 EA	\$15.99	\$15.99
FALCON DUST DESTROYR 7OZ	329987	1.0000 EA	\$9.99	\$9.99
SPLS 1X2 5/8 LSR/IJ LBL 1	479880	1.0000 EA	\$26.99	\$26.99
CLASP ENV BRN KRFT 6.5X9.	534990	1.0000 EA	\$15.99	\$15.99
SPLS 1X2 5/8 LSR/IJ LBL 1	479880	1.0000 EA	\$26.99	\$26.99

SUBTOTAL	\$95.95
TAX	\$7.44
SHIPPING	\$0.00
TOTAL	\$103.39

BILL TO:
 Acct: [REDACTED]

SHIP TO:
 TEHAMA CNTY SUPERIOR CRT
 633 WASHINGTON ST RM 19
 RED BLUFF, CA 96080-3355

Amount Due:	Trans Date:	Invoice #:
\$52.79	07/21/15	29257
PO:	Store: 100010131, RED BLUFF, CA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
SPLS USB PARALLEL PRINT A	837521	1.0000 EA	\$48.99	\$48.99

SUBTOTAL	\$48.99
TAX	\$3.80
SHIPPING	\$0.00
TOTAL	\$52.79

BILL TO:
 Acct: [REDACTED]

SHIP TO:
 TEHAMA CNTY SUPERIOR CRT
 633 WASHINGTON ST RM 19
 RED BLUFF, CA 96080-3355

Amount Due:	Trans Date:	Invoice #:
\$197.12	07/22/15	29385
PO:	Store: 100010131, RED BLUFF, CA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
LEXAR JUMPDRIVE S25 64GB	1666823	1.0000 EA	\$27.99	\$27.99
SANDISK CRUZER GLIDE 64GB	642392	1.0000 EA	\$39.99	\$39.99
LEXAR S50 64GB USB FLASH	573623	1.0000 EA	\$24.99	\$24.99
LEXAR S50 64GB USB FLASH	573623	1.0000 EA	\$24.99	\$24.99
SANDISK CRUZER GLIDE 64GB	642392	1.0000 EA	\$39.99	\$39.99

continued →

502872



STAPLES

moreACCOUNT

Remit payment and make checks payable to:
STAPLES CREDIT PLAN
DEPT. 51 - 7820647187
PO BOX 689020
DES MOINES IA 50368-9020

INVOICE DETAIL

Invoice #:

29385

continued

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
LEXAR S50 64GB USB FLASH	573623	1.0000 EA	\$24.99	\$24.99
SUBTOTAL				\$182.94
TAX				\$14.18
SHIPPING				\$0.00
TOTAL				\$197.12

Yes



STAPLES

580 South Main St.
Red Bluff, CA 96080
(530) 527-9232

SALE

1755309 2 002 175
1013 07/10/15 02:00
PRIC

ITY SKU

REWARDS NUMBER

22X18X12 HD SHIPPI		
797133501183	5.490ea	21.9
oupon No. 7453955612234387		-2.4
3/16 SPLS BBL ROLL		
718103226745		16.9
oupon No. 7453955612234387		-1.8
STPLS MOVE&STORAGE		
718103166935		3.79
oupon No. 7453955612234387		-0.42
CURVEDESKTOPCOPYHO		
718103047913		12.49
oupon No. 7453955612234387		-1.39
EMTEC 16G USB2.0 C		
846143006284		9.99
oupon No. 7453955612234387		-1.11
LEXAR S50 64GB USB		
650590170197		24.99
oupon No. 7453955612234387		-2.77
TOTAL		80.21
Standard Tax 7.75%		6.22
AL		\$86.43

Staples Charge 86.43
d No.: XXXXXXXXXXXXX7187 [S]
h No.: 010002

*****STAPLES COUPONS REDEEM*****
oupon No. 7453955612234387 -10.00
\$1.00 off regular-priced purchase
of \$20.00 OR more
Expiration Date: 08/01/15

TOTAL ITEMS 9

RECEIVED
7/10/15

Staples brand products.
Below Budget. Above Expectations.

THANK YOU FOR SHOPPING AT STAPLES !

Shop online at www.staples.com

Get with the program.
Staples Rewards members get up to 5%
back in rewards and free shipping every
day. Exclusions apply. See an associate
for full program details or to enroll.



580 South Main St.
Red Bluff, CA 96080
(530) 527-9232

SALE 1580617 7 002 17820
1013 07/15/15 11:13
QTY SKU PRICE

REWARDS NUMBER [REDACTED]
1 S70 8GB USB 2.0 PT 6.00
650590180073
1 S70 8GB USB 2.0 BL 6.00
650590188260
SUBTOTAL 12.00
Standard Tax 7.75% 0.93
TOTAL \$12.93

Staples Charge 12.93
Card No.: XXXXXXXXXXXX7187 [S]
Auth No.: 015847

TOTAL ITEMS 2



Staples brand products.
Below Budget. Above Expectations.

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580 South Main St.
Red Bluff, CA 96080
(530) 527-9232

SALE 1763093 7 002 18230
1013 07/21/15 05:14
QTY SKU PRICE

REWARDS NUMBER [REDACTED]
5 STAPLES 16GB FLASH 718103236621 12.990ea 64.95
30 STAPLES 16GB FLASH 718103236621 12.990ea 389.70
SUBTOTAL 454.65
Standard Tax 7.75% 35.24
TOTAL \$489.89

Staples Charge 489.89
Card No.: XXXXXXXXXXXXX7187 [S]
Auth No.: 021853

TOTAL ITEMS 35

Staples brand products.
Below Budget. Above Expectations.

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day. Exclusions apply. See an associate
for full program details or to enroll.



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7/21/15



580 South Main St.
Red Bluff, CA 96080
(530) 527-9232

SALE

1755309 6 001 29257
1013 07/21/15 11:26

QTY SKU

PRICE

REWARDS NUMBER

1 SPLS USB PARALLEL
718103124508

48.99

SUBTOTAL

48.99

Standard Tax 7.75%

3.80

TOTAL

\$52.79

Staples Charge

52.79

Card No.: XXXXXXXXXXXXX7187 [S]

Auth No.: 021680

TOTAL ITEMS 1



Staples brand products.
Below Budget. Above Expectations.

THANK YOU FOR SHOPPING AT STAPLES !

Shop online at www.staples.com

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Staples Rewards members get up to 5%
back in rewards and free shipping every
day. Exclusions apply. See an associate
for full program details or to enroll.



101307

STAPLES

580 South Main St.
Red Bluff, CA 96080
(530) 527-9232

SALE 1714801 1 001 29385
1013 07/22/15 01:33
QTY SKU PRICE

REWARDS NUMBER [REDACTED]
1 LEXAR JUMPDRIVE S2 27.99
650590189854
1 SANDISK CRUZER GLI 39.99
619659075538
1 LEXAR S50 64GB USB 24.99
650590170197
1 LEXAR S50 64GB USB 24.99
650590170197
1 SANDISK CRUZER GLI 39.99
619659075538
1 LEXAR S50 64GB USB 24.99
650590170197
SUBTOTAL 182.94
Standard Tax 7.75% 14.18
TOTAL \$197.12

Staples Charge 197.12
Card No.: XXXXXXXXXXXX7187 [S]
Auth No.: 022541

TOTAL ITEMS 6

Staples brand products.
Below Budget. Above Expectations.

THANK YOU FOR SHOPPING AT STAPLES !

Shop online at www.staples.com

Get with the program.
Staples Rewards members get up to 5%
back in rewards and free shipping every
day. Exclusions apply. See an associate
for full program details or to enroll.



7/22/15



NWN Corporation
3735 Bradview Dr.
Suite 100
Sacramento CA 95827
United States

Invoice

Date 7/31/2015

REMIT TO:
NWN Corporation
Dept 34611 P.O. Box 39000
San Francisco, CA 94139

Invoice # IN248896

Terms Net 30
Due Date 8/30/2015
PO # 4500005058

Sales Rep Gledhill, Jeffrey B

Shipping Method

Project AD and Exchange T&M (SO160370)

Contract Number * No Contract Required

Bill To

Tehama County Superior Courts
Account Payable
PO BOX 278
Red Bluff CA 96080
United States

Ship To

Tehama County Superior Courts
633 Washington St
Room 19
Red Bluff CA 96080
United States

Item	Qty	Description	Price	Serial #	Tax Code	Rate	Amount
Data Center Services	204	Initial Network Trouble Shooting	165.00		CA_NON TAXABLE	0.0%	33,660.00
Data Center Services	23	Troubleshooting VMware vswitch. Network testing	247.50		CA_NON TAXABLE	0.0%	5,692.50
Data Center Services	13	internal KO	200.00		CA_NON TAXABLE	0.0%	2,600.00

0-521501

~~Line 20~~ Line 30

PO 4500005058

Vendor #: 5079396
GL Acct. #:
Fund #: 110001
FA #: 9500
CC #: 521200

5105691181
8/10/15 by m. Glasgo
8/10/15 by Yuen

Approved, See Amendment #1 of Contract
Case 2. 8-7-15

Total

\$41,952.50

Subject to NWN terms and conditions located at <http://www.nwnit.com/terms>

Return merchandise must have a return authorization number and may be subject to a restock fee.
Invoices not paid within terms may incur a finance charge up to 1.5%.



NWN Corporation
3735 Bradview Dr.
Suite 100
Sacramento CA 95827
United States

Invoice

Date 7/31/2015

REMIT TO:
NWN Corporation
Dept 34611 P.O. Box 39000
San Francisco, CA 94139

Invoice # IN248760

Terms Net 30
Due Date 8/30/2015
PO # 4300005058

Project Jonathan Schram - Court of CA T&M (SO160...

Sales Rep Phone #

Bill To

Tehama County Superior Courts
633 Washington St
Room 19
Red Bluff CA 96080
United States

Date	Employee	Hours	Description	Price	Amount
7/15/2015	Schram, Jona...	110	NForce IT Staffing Services	50.00	5,500.00
<div>0-521501 PO. 4300005058 Line 10 Vendor #: 5029396 GL Acct. #: 110001 Fund #: 4500 FA #: 521200 CC #: 521200 Contract No: 5105691160 Entered: 8/10/15 by m. Glasgo Posted: 8/10/15 by Yaw Approved: C. S. 8715</div>					
Total					\$5,500.00

Subject to NWN terms and conditions located at <http://www.nwnit.com/terms>

Return merchandise must have a return authorization number and may be subject to a restock fee.
Invoices not paid within terms may incur a finance charge up to 1.5%.

RECEIVED
8/5/15



Invoice Number	Invoice Date	Account Number
5-127-87796	Aug 14, 2015	[REDACTED]

Page
1 of 4

FedEx Tax ID: 71-0427007

Billing Address:

TEHAMA CO SUPERIOR CRT/CIVIL
633 WASHINGTON ST RM 17
RED BLUFF CA 96080-3355

Shipping Address:

TEHAMA CO SUPERIOR CRT/CIVIL
633 WASHINGTON ST RM 17
RED BLUFF CA 96080-3355

Invoice Questions?

Contact FedEx Revenue Services

Phone: (800) 622-1147

M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST

Fax: (800) 548-3020

Internet: www.fedex.com

Invoice Summary Aug 14, 2015

FedEx Express Services

Transportation Charges		10.14
Special Handling Charges		18.20
Total Charges	USD	\$28.34
TOTAL THIS INVOICE	USD	\$28.34

Other discounts may apply.

Vendor #: 5000093
GL Acct. #: [REDACTED]
Fund #: 110001
FA #: 9200
C/P #: 521200

Contract No: 1907032963
9/1/15 JK
9/1/15 RW

0-521501

RECEIVED
8/20/15

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx.
Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	Amount Due
5-127-87796	[REDACTED]	USD \$28.34

Remittance Advice

Your payment is due by Aug 29, 2015

0094316 01.MB 0.436 **AUTO T2 0 1225 96080-335517 -C01-F94410-11



TEHAMA CO SUPERIOR CRT/CIVIL
633 WASHINGTON ST RM 17
RED BLUFF CA 96080-3355



FedEx
P.O. Box 7221
Pasadena CA 91109-7321

**Invoice Number**

5-127-87796

Invoice Date

Aug 14, 2015

Account Number

Page

3 of 4

FedEx Express Shipment Summary By Payor Type**FedEx Express Shipments (Original)**

Payor Type	Shipments	Rated Weight lbs	Transportation Charges	Special Handling Charges	Ret Chg/Tax Credits/Other	Discounts	Total Charges
Shipper	1	5.0	10.14	18.20			28.34
Total FedEx Express	1	5.0	\$10.14	\$18.20			\$28.34

Total This Invoice**USD****\$28.34**

From *Please print and press hard.*
 Date **8-7-15** Sender's FedEx Account Number [Redacted]
 Sender's Name **Tehama Superior Cr** Phone **(530) 527-3249**
 Company **Same**
 Address **633 Washington St.** Dept./Floor/Suite/Room
 City **Red Bluff** State **CA** ZIP **96080**

Your Internal Billing Reference

First 24 characters will appear on invoice

To Recipient Name [Redacted]
 Company [Redacted]
 Recipient Address [Redacted]
 Address [Redacted]
 City [Redacted]

4a Express Package Service

☒ **FedEx Priority Overnight**
 Next business morning

☐ **FedEx Standard Overnight**
 Next business afternoon

Packages up to 150 lbs.
FedEx First Overnight
 Earliest next business morning
 delivery to select locations*

☐ **FedEx 2Day**
 Second business day*

☐ **FedEx Express Saver**
 Third business day*

4b Express Freight Service

Packages over 150 lbs.
FedEx First Overnight

☐ **FedEx 1Day Freight***
 Next business day**

☐ **FedEx 2Day Freight**
 Second business day**

☐ **FedEx 3Day Freight**
 Third business day**

* Call for Confirmation

5 Packaging

* Declared value limit \$500

☐ **FedEx Envelope***

☐ **FedEx Pak***
 Includes FedEx Small Pak,
 FedEx Large Pak, and FedEx Sturdy Pak

☐ **FedEx Box**

☐ **FedEx Tube**

☒ **Other**

Special Handling

WEEKDAY Delivery
 Available ONLY for
 FedEx Priority Overnight, FedEx 2Day,
 FedEx 1Day Freight, and FedEx 2Day
 Freight to select ZIP codes

☐ **HOLD Weekday at FedEx Location**
 NOT Available for
 FedEx First Overnight

☐ **HOLD Saturday at FedEx Location**
 Available ONLY for
 FedEx Priority Overnight and
 FedEx 2Day to select locations

Does this shipment contain dangerous goods?

No

☐ Yes
 As per attached
 Shipper's Declaration

☐ Yes
 Shipper's Declaration
 not required

☐ **Dry Ice**
 Dry Ice, 9, UN 1845

☐ **Cargo Aircraft Only**

Payment

Sender
 Acct No in
 Section I will
 be billed

Bill to:

Enter FedEx Acct No. or Credit Card No. below

☐ Recipient

☐ Third Party

☐ Credit Card

☐ Cash/Check

Total Packages

Total Weight

Total Declared Value*

\$.00

* Our liability is limited to \$100 unless you declare a higher value. See back for details.

FedEx Use Only

8 Sign to Authorize Delivery Without a Signature

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

467

Try online shipping at fedex.com

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.
 Questions? Visit our Web site at fedex.com
 or call 1.800.GoFedEx 1.800.463.3339.

Over land
 Post 859 10
 RWB



Tehama County Superior Court
Administration Dept, PO Box 278
Red Bluff CA 96080

Account Number: [REDACTED]
Invoice Number: 2400489206
Bill Period: Aug 01 - Aug 31, 2015
Invoice Date: Aug 07, 2015
AT&T Tax ID: 13-4924710

Page 1

AT&T Business Services

For Billing Inquiries: 1 877 656-4737

SUMMARY OF CHARGES

New Charges \$ 53,800.00
TOTAL CURRENT CHARGES \$ 53,800.00

ACCOUNT STATUS

TOTAL CURRENT CHARGES \$ 53,800.00

TOTAL AMOUNT DUE

\$ 53,800.00

PAYMENT DUE DATE

Sep 06, 2015

Service Request Number: 8001305416244

*** IMPORTANT NEWS ABOUT YOUR ACCOUNT ***

REGULATORY NEWS

Where allowed by law, AT&T may implement late payment interest of no more than 18% annually. Rates will vary based on state regulations. Interest will be calculated based upon daily balances and will be applicable for each day that a delinquent balance is outstanding. This charge will apply to all balances that are delinquent through such time that payment in full is received at AT&T. The late payment interest will be billed on a monthly basis. Accounts billed outside the US will not be charged LPI.

Important News Continued on page 3

PLEASE WIRE TRANSFER FUNDS IN US DOLLARS TO:
AT&T CFM, ABA Routing # 021001033, AT&T Acct # 00455777, SWIFT CODE: BKTRUS33

AT&T Return Mail
P.O. Box 16740
Mesa, AZ 85201

TO ENSURE PROPER CREDIT, PLEASE DETACH
BOTTOM PORTION AND RETURN WITH REMITTANCE



If name, address, or telephone number
has changed, please call Customer Care
at 1 877 656-4737 or check box below
and print new information on reverse side.

☐

Account Number: [REDACTED]
Invoice Number: 2400489206
Invoice Date: Aug 07, 2015
Payment Due Date: Sep 06, 2015

Total Amount Due: \$ 53,800.00

Amount Enclosed: \$

Please Send Payments to:

#BWNGHNK

#83100059830321# 000000192 00000000 0000000000 N80



Tehama County Superior Court
Attn: Accounts Payable
Administration Dept, PO Box 278
Red Bluff CA 96080



AT&T
P.O. Box 5019
Carol Stream, IL 60197-5019



Tehama County Superior Court

Account Number: [REDACTED]
Invoice Number: 2400489206
Bill Period: Aug 01 - Aug 31, 2015
Invoice Date: Aug 07, 2015
For Customer Care: 1 877 656-4737

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CHARGES & CREDITS
Recurring, One-Time and Prorated

#	Description	Pre-Discounted Charges	Post- Discounted Charges [A]	Taxes, Fees & Surcharges [B]	Total [A+B]
---	-------------	---------------------------	---------------------------------------	------------------------------------	----------------

GROUP #: 000001

SUBACCOUNT #: [REDACTED]

Site ID: TSCTCA96080

Site Name: Tehama County Superior Court

Administration Dept, PO Box 278
Red Bluff, CA 96080

AT&T Consulting Services
Business Consulting Charge
One-Time Charges

1	Service Date: 07-10-2015 Tracking Number: 140598-2015072 PO4300005018---2452-80-9088 Tehama-FF1 Superior Court Trusted Advisor CO1-FF2 EM-Wentzel--6-9--6/15/15--10 hrs 225/hr-FF3 2452-80-9088/CP2028362-FF4 Quantity: 1.00 x Price: \$ 2,250.0000	2,250.00	2,250.00	----	2,250.00
2	Service Date: 07-10-2015 Tracking Number: 140598-2015072 PO4300005018---2452-80-9088 Tehama-FF1 Superior Court Trusted Advisor CO1-FF2 TA-Panus--6/18-6/19/15--16 hrs 350/hr-FF3 2452-80-9088/CP2028362-FF4 Quantity: 1.00 x Price: \$ 5,600.0000	5,600.00	5,600.00	----	5,600.00
3	Service Date: 07-10-2015 Tracking Number: 140598-2015072 PO4300005018---2452-80-9088 Tehama-FF1 Superior Court Trusted Advisor CO1-FF2 TA-Wentzel--6-8-7/10/15--111 hrs 350/hr-FF3 2452-80-9088/CP2028362-FF4 Quantity: 1.00 x Price: \$ 38,850.0000	38,850.00	38,850.00	----	38,850.00
4	Service Date: 07-10-2015 Tracking Number: 140598-2015072 PO4300005018---2452-80-9088 Tehama-FF1 Superior Court Trusted Advisor CO1-FF2 TA-Goodin--6/12-6/22/15--19 hrs 350/hr-FF3 2452-80-9088/CP2028362-FF4 Quantity: 1.00 x Price: \$ 6,650.0000	6,650.00	6,650.00	----	6,650.00



Tehama County Superior Court

Account Number: [REDACTED]
Invoice Number: 2400489206
Bill Period: Aug 01 - Aug 31, 2015
Invoice Date: Aug 07, 2015
For Customer Care: 1 877 656-4737

Page 10

CHARGES & CREDITS
Recurring, One-Time and Prorated

#	Description	Pre-Discounted Charges	Post- Discounted Charges [A]	Taxes, Fees & Surcharges [B]	Total [A+B]
---	-------------	---------------------------	---------------------------------------	------------------------------------	----------------

GROUP #: 000001

SUBACCOUNT #: [REDACTED] Site ID: TSCTCA96080
Site Name: Tehama County Superior Court

Administration Dept, PO Box 278
Red Bluff, CA 96080

AT&T Consulting Services
Business Consulting Charge
One-Time Charges

1		450.00	450.00	----	450.00
---	--	--------	--------	------	--------

Service Date: 07-10-2015

Tracking Number: 140598-2015072

PO4300005018---2452-80-9088 Tehama-FF1

Superior Court Trusted Advisor CO1-FF2

EM-Franger--6/19/15--2 hrs 225/hr-FF3

2452-80-9088/CP2028362-FF4

Quantity: 1.00 x Price: \$ 450.0000

TOTAL	\$ 53,800.00	\$ 53,800.00	\$ ----	\$ 53,800.00
--------------	--------------	--------------	---------	--------------

¹ Total Post-Discounted charges does not include taxes.



NWN Corporation
3735 Bradview Dr.
Suite 100
Sacramento CA 95827
United States

Invoice

Date 8/31/2015

REMIT TO:
NWN Corporation
Dept 34611 P.O. Box 39000
San Francisco, CA 94139

Invoice # IN250778

Terms Net 30

Due Date 9/30/2015

PO # 4300005058

Project Jonathan Schram - Court of CA T&M (SO160...

Sales Rep Phone #

Bill To

Tehama County Superior Courts
633 Washington St
Room 19
Red Bluff CA 96080
United States

Date	Employee	Hours	Description	Price	Amount
8/3/2015	Schram, Jona...	169.5	NForce IT Staffing Services	50.00	8,475.00
				Total	\$8,475.00

Subject to NWN terms and conditions located at <http://www.nwnit.com/terms>

Return merchandise must have a return authorization number and may be subject to a restock fee.
Invoices not paid within terms may incur a finance charge up to 1.5%.

RECEIVED
9/9/15



NWN Corporation
3735 Bradview Dr.
Suite 100
Sacramento CA 95827
United States

Invoice

Date 8/31/2015

REMIT TO:
NWN Corporation
Dept 34611 P.O. Box 39000
San Francisco, CA 94139

Invoice # IN250779

Terms Net 30

Due Date 9/30/2015

PO # 4500005058

Project AD and Exchange T&M (SO160370)

Sales Rep Phone #

Bill To

Tehama County Superior Courts
Account Payable
PO BOX 278
Red Bluff CA 96080
United States

Date	Employee	Hours	Description	Price	Amount
8/4/2015	Fernandez, J...	4	Project Coordination	125.00	500.00
8/3/2015	Stetser, Jeremy	151.5	Active Directoy / Print Server	165.00	24,997.50
8/7/2015	Nowell, Antho...	5	Network assistance with Jeremy	200.00	1,000.00
		1	Billable Expenses - Hotel Expense	1,68...	1,684.00
		1	Billable Expenses - Meal Reimbursement	1,14...	1,145.10

Total \$29,326.60

Subject to NWN terms and conditions located at <http://www.nwnit.com/terms>

Return merchandise must have a return authorization number and may be subject to a restock fee.
Invoices not paid within terms may incur a finance charge up to 1.5%.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab B

Subsection 2

Kroll, Inc. Data Recovery Invoice

Ontrack® Data Recovery

Service Order #: 5135002

Service Authorization

Date: July 15, 2015
Customer: Tehama Superior Court
Contact: Ryan Wentzel
Address:
633 Washington St Room 19
Red Bluff, CA 96080
US
Phone: [REDACTED]
Email: [REDACTED]
Customer Reference #:

Data Recovery Specialist: Brian Nolt
Ship to Address:
633 Washington St Room 19
Red Bluff, CA 96080
US
Toll free: (800) 872-2599 x3560
Direct: (952) 516-3560
Email: bnolt@krollontrack.com

Good news, your data recovery service evaluation is complete and we can recover data from the media you shipped us! Just one final step; your approval is necessary for us to finish the data recovery services and deliver your data back to you.

1. Complete this form and send it back to your Data Recovery Specialist
2. If you have any questions, please call Brian Nolt at (800) 872-2599 x3560

Order Summary (Prices valid for 5 days from date of quotation below)

Products	Price	Quantity	Extended
DATA RECOVERY	32500.00	1	32500.00 USD
DATA RECOVERY	32500.00	1	32500.00 USD
EVALUATION	2000.00	2	4000.00 USD
Media - Hard Drive - EXT3TB	129.00	2	258.00 USD
FREIGHT	75.00	1	75.00 USD
Sub Total			69333.00 USD
Total Tax			21.93 USD
Total Cost for Service			69354.93 USD

NOTE: Tax is based on Ship to Address, additional charges may apply

Payment Details

Selected payment method: Purchase Order Note: Must be pre-approved; please email hard copy of PO to your representative

Service & Authorization

By signing below, as an authorized signatory, you authorize Ontrack to proceed with this Engagement and understand that the terms and conditions located at the following site: <http://www.krollontrack.com/data-recovery/terms> apply to this transaction.

Full Name: Garyn A. Downing
Signature: [Signature] Date: 7-15-15

Name: John J. Garaventa, Presiding Judge
Signature: [Signature] Date: 7/15/15

Ontrack® Data Recovery

Media Evaluation Results

- * The requested file(s) were found to have been deleted from the file system. Additional searches are performed to find more files that may not have been found during the undelete process. Check the file listing reports to verify the files recovered.
- * Ontrack will use proprietary tools to access the device, recover as much data as possible, and back up.
- * The media should be reformatted.
- * * tscvol1 has 387 good files (1901.44 GB), 10 partial files (22.45 GB), 0 repaired files (0 GB).
- * * tscvol2 has 296 good files (1859.40 GB), 20 partial files (84.92 GB), 0 repaired files (0 GB).

5.9.A SOLE SOURCE

The following information should be included in the procurement file:

Description of the non-IT goods, non-IT services, or IT goods and services to be procured:

Data Recovery Services

Explanation of why the non-IT goods, non-IT services, or IT goods and services cannot be procured competitively:

Time is of the essence. Only July 3, 2015, at approximately 2:00 p.m. an unknown source deleted the entire environment of the Tehama Superior Court.

Effort made to solicit competitive bids, if any:

The urgency of the matter did not permit the time needed for a competitive procurement of services.

Documentation that the pricing offered is fair and reasonable:

This is a specialized service that was recommended to the Court by the Judicial Council, AT&T and NWN as being the vendor that could possibly recover our environment.

Special factors affecting the cost or other aspect of the procurement, if any:

If there was any possibility of recovering the Court's environment drives had to be Fed Ex'd on July 10, 2015, to Kroll Ontrack Inc. for processing. The in unable to access its case management system, jury system, phone system and exchange server. The Court is working diligently to continue to provide access to the public.

Copy of written approval:

The undersigned has determined that (check the appropriate box):

☒ The goods, services, or goods and services are the only non-IT goods, non-IT services, or IT goods and services that meet the JBE's need; or

☐ A grant application submittal deadline does not permit the time needed for a competitive procurement of services; and

The JBE's Buyer may conduct the procurement as proposed.

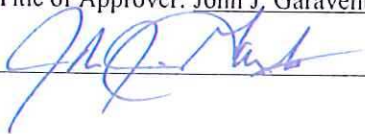
This Sole Source justification requires the approval of either the court's Approving Authority, his or her delegee, or another person identified as the sole source approver in the JBE's *Local Contracting Manual*. Note that the Glossary section of the *Judicial Branch Contracting Manual* identifies the Approving Authority of the Superior Court as the Presiding Judge.

Approval Signatures

Requestor: Caryn A. Downing

Name and Title of Approver: John J. Garaventa

X



Date: July 10, 2015

SO#: 5135002

Pricing Schedule (All prices are USD)

Core Service: (Please check desired Service Level)

☐ Standard Service (Mon-Fri, 8:00-5:00 CST) ☒ Emergency Service (Includes after-hours service)

Evaluation (Level I – Prices per Volume) Standard \$1,000 Emergency \$2,000

Data Recovery (Level I – Prices per Volume) Standard \$10,000 - \$20,000
Emergency \$20,000 - \$35,000

Optional Service:

VDisk Extraction (combined with Volume Recovery) Standard \$1000 per File Emergency \$1500 per File

Database File Repair (combined with Level I or II Data Recovery) Standard \$1500 per File Emergency \$3000 per File

VDisk Evaluation Fee – per VDisk (Level II) Standard \$500 per File Emergency \$1000 per File

VDisk Recovery Fee – per VDisk (Level II) Custom Quote

Custom Development Custom Quote

Consulting Services \$250-\$450/hour

Backup Media (In Lab Service Only)

1TB USB Drive \$119/each

2TB USB Drive \$159/each

Freight As Incurred

Payment Terms (Payment must be secured before work can commence)

Invoices will be issued for work as completed or on a monthly basis for the duration of the project. Customer agrees to pay Ontrack all sums authorized by Customer, which will include charges for Ontrack services, shipping backup media, and taxes, when applicable.

☐ Credit Card (secure link for online payment will be emailed) Email for Payment (if different from above): _____

☐ Bank Wire (Request instructions from your Ontrack representative)

☐ Purchase Order (Must be pre-approved; request Credit Application from your Ontrack representative)

Upon credit approval, services may be invoiced, once a valid hard copy of your PO has been received. All sums are due and payable Net 30 days from the date of invoice.

Acceptance & Authorization

By signing below as an authorized signatory, you authorize Ontrack to proceed with this Engagement and understand that the terms and conditions located at the following site: <http://www.krollontrack.com/data-recovery/terms> apply to this transaction.

Authorized Signature: _____

Date: 7-10-15

Print Name: _____

Caryn A. Downing

Title: CEO

Customer Contact:

Caryn Downing
Tehama Superior Court
633 Washington St.
Red Bluff, CA 96080
Phone: 209-210-8739
Email: cdangel26@yahoo.com
Job #: 5135002

Ontrack Contact:

Brian Nolt
Kroll Ontrack Inc.
9023 Columbine Road
Eden Prairie, MN 55347
Phone: 1-952-516-3560
Email: bnolt@krollontrack.com
Date: 7/10/15

Project Overview

The intent of this Statement of Work ("SOW") is to define the services and pricing to meet the objectives of the data recovery project for AT&T (the "Customer"). The project may include analysis, conversion, recovery, or repair of data, media or equipment in one or more phases designed to allow for the best possible outcome.

Level I (Volume/LUN): When there is volume corruption or overwrite damage preventing the volume from being mounted:

Evaluation

- Ontrack will evaluate and examine the feasibility of being able to rebuild the logical volume
- If pointers are overwritten or have severe corruption, Ontrack may then proceed to Level II Evaluation

Recovery

- Ontrack will virtually reassemble the logical volumes, then scan and virtually repair any additional logical errors, and copy data to an NTFS destination drive.

Optional Service: When Recovery Level I is not a viable solution.

Level II (Virtual Disk/Snapshot): If the file system pointer area is overwritten or corrupted, Ontrack can attempt to recover individual Virtual Disks and/or Snapshots:

Evaluation

- Ontrack will evaluate and examine the feasibility of being able to rebuild the individual VD/Snapshot files

Recovery

- Ontrack will virtually reassemble the VD/Snapshot files, scan for logical corruption, virtually repair, and if needed merge snapshots with flat files, scan for logical corruption and repair as necessary, finally, copy data to an NTFS destination drive.

The following general assumptions apply to the scope of services:

- The above scope is based on two (2) Volume/s. Additional Volumes or individual Virtual Disks will change the scope of work and incur additional fees. Ontrack will provide the additional fees in accordance with the paragraph below.
- Subject to the terms and conditions of this SOW, Ontrack may develop customized tools to provide the most successful recovery/service. Any custom development is subject to prior authorization by Customer at the fees noted on the attached Pricing Schedule.
- Ontrack will provide Standard Service at the fees noted in the Pricing Schedule unless Customer requests Emergency Services prior to receiving the media and this signed SOW.

Should the scope of the project materially change from that which is outlined within this document, the total project timeline and cost may change. If you should require additional services beyond those that are specifically set forth above after the time this SOW is signed, we will provide you with pricing for such additional services via e-mail. In order for Ontrack to proceed with such additional services, you will need to provide us with authorization to perform such additional services at the rates indicated via e-mail. Upon Ontrack's receipt of your e-mail approving the additional services we will perform such additional services and you will pay our fees at the rates set forth in the e-mail for such additional services. Such additional services will be performed subject to the terms and conditions of this SOW.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab B

Subsection 3

Ciber, Inc. Solutions Support Renewal Letter

Caryn A. Downing
Court Executive Officer
Clerk of the Court
Jury Commissioner

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

Historic Courthouse
633 Washington Street
Red Bluff, CA 96080
Fax (530) 527-4974



August 27, 2015

Ciber, Inc.
6363 S. Fiddler's Green Circle, Suite 1400
Greenwood Village, CO 80111
Attn: Legal Department

Re: Solution Support Services Agreement

To Whom It May Concern:

On January 29, 2015, we sent you a letter to not renew our Solution Support for the Superior Court of California, County of Tehama with Ciber for 2016. We would like to rescind that cancellation letter and we would like to express our intent to renew Solution Support with Ciber for 2016.

We would also like to reiterate that we enjoy working with the Ciber employees and look forward to another year of success with Ciber.

Please feel free to contact me at 530-527-6198, should you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Caryn A. Downing", followed by a period.

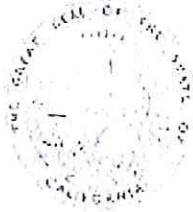
Caryn A. Downing
Court Executive Officer

Caryn Downing
Court Executive Officer
Clerk of the Court
Jury Commissioner

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

Telephone: (530) 527-3582
Fax: (530) 527-4974

Historic Courthouse
633 Washington Street
Red Bluff, CA 96080



January 29, 2015

Ciber, Inc.
6363 S. Fiddler's Green Circle, Suite 1400
Greenwood Village, CO 80111
Attn: Legal Department

Re: Solution Support Services Agreement

To Whom It May Concern:

Due to a change in circumstances, the Superior Court of California, County of Tehama will not be renewing its Solution Support Services Agreement with Ciber for 2016.

It has been a pleasure working with Walt and the Ciber employees over the last several years.

Please feel free to contact me at 530-527-6198, should you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Caryn A. Downing".

Caryn A. Downing
Court Executive Officer



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab B

Subsection 4

AT&T, Inc. Secure Email Gateway Invoice



AT&T DataComm
2600 Camino Ramon Rm 4E311
San Ramon, CA 94583
(Remittance Address Below)

Date: 7/31/2015
Quote Valid Through: 9/29/2015

Senior Account Manager: Dan Arredondo 916-601-1217
Technical Sales Consultant: Scott Kraeger 916-933-4101
Design Engineer: Jeff Kao 714-247-0806
Inside Account Rep: Jamal Taefy 503-727-4774
Inside Account Rep: Charles Byrne 925-487-6803

To: CA Tehama Court
Caryn Downing 530-527-6198

Contract: CALNET3

eCRM# tbd Tehama Court: Secure Email Gateway Service
Acct# tbd

Quote Number: 073115-1104**

**Quoted by Charles Byrne for Jamal Taefy

Product	Item	Description	Qty	Unit List Price	Disc. %	Unit Disc. Price	Extended Disc. Price
HARDWARE							
633 Washington St., Red Bluff, CA. 96080							
Secure Email Gateway							
AT&T	SEGA50	Email managed security services seat as described in Section 7.2.2. (Email Monitoring and Scanning Service, 50-74)	50	\$ 2.90	0.00%	\$ 2.90	\$ 145.00

Please Address Purchase Orders To:

AT&T DataComm
Attn: Jamal Taefy
819 SW Oak St, 3rd Flr
Portland, OR. 97205
E-FAX: 1-916-404-7306
Please Note Remittance Address:
AT&T DataComm, Inc.
PO Box 9012
Carol Stream, IL 60197-901

Hardware Total Based on Special Pricing: \$ 145.00
Sales Tax 7.75% \$ -
Estimated Shipping \$ -

One-Time Services

Project Mgmt \$ -
LAN/WAN Integration \$ -
Managed Services Setup \$ -
Total One-Time Charges \$ 145.00

Annual Recurring Services

Annual Maintenance: \$ -
Annual Managed Services \$ -
Total Annual Recurring Services \$ -

The monthly fee will also be \$14500
Under master agreement

STATE OF CALIFORNIA
TELECOMMUNICATIONS SERVICE REQUEST
(Attach additional information as needed)

1. AGENCY REQUEST NO.

2. DATE 07/31/15

3. REQUEST IS FOR:	<input checked="" type="checkbox"/> SERVICE	<input checked="" type="checkbox"/> EQUIPMENT (needs a Form 65)	<input type="checkbox"/> OTHER
4. AGENCY INFORMATION	DEPARTMENT Tehama Superior Court		DIVISION, BUREAU, ETC. Executive Office
	PERSON TO CONTACT FOR ACCESS Caryn Downing		
	E-MAIL ADDRESS cdowning@tehamacourt.ca.gov		TELEPHONE NO. 530-527-6198
	FAX NO. 530-527-4974		
	ADDRESS OF <u>PRESENT</u> SERVICE (Include City, Zip Code, Room #'s) N/A		ADDRESS OF <u>REQUESTED</u> SERVICE (Include City, Zip Code, Room #) 633 Washington Street Red Bluff, CA 96080
BILLING ADDRESS (Include City, Zip Code, Room #'s) 633 Washington Street Red Bluff, CA 96080		C60 Account Number	
TELEPHONE NUMBER(S) INVOLVED N/A		UTILITY PRIMARY BILL NO.	REQUESTED DATE OF SERVICE ASAP
		GENERAL SERVICES AGENCY CODE	
5. ELIGIBILITY	<input checked="" type="checkbox"/> STATE AGENCY		
	Must complete <u>Authorization to Order</u> (ATO) to obtain eligibility prior to first Form 20 request		
	<input type="checkbox"/> NON-PROFIT & TAX-SUPPORTED		<input type="checkbox"/> LOCAL GOVERNMENT (i.e. city, county)
	<input type="checkbox"/> FEDERAL		<input type="checkbox"/> JOINT POWERS AGREEMENT
6. CHECK TYPE OF REQUEST (Describe in Section 7)	<input type="checkbox"/> BUSINESS SERVICE		<input type="checkbox"/> CENTREX SERVICE
	<input type="checkbox"/> SINGLE LINE <input type="checkbox"/> KEY SYSTEM		<input type="checkbox"/> SINGLE LINE (s) <input type="checkbox"/> ISDN (Integrated Services Digital Network)
	<input type="checkbox"/> PBX <input type="checkbox"/> TRUNKS		<input type="checkbox"/> ACD (Automatic Call Distribution)
	<input type="checkbox"/> CELLULAR TELEPHONE		<input type="checkbox"/> CALNET CALLING CARD (Include TD-907)
	<input type="checkbox"/> DGS-TD MASTER CONSULTING CONTRACT		<input type="checkbox"/> LONG DISTANCE SERVICE
		<input type="checkbox"/> LOCAL TOLL SERVICE	
		<input checked="" type="checkbox"/> OTHER (Please Describe)	
7. ADDITIONAL INFORMATION	BRIEFLY DESCRIBE <u>PRESENT</u> SERVICE (Attach page as needed)		BRIEFLY DESCRIBE SERVICE <u>REQUESTED</u> (Attach page as needed).
	SERVING UTILITY		Order 50 seat Secure Email Gateway Service. Please install ASAP.
	TOTAL COST OF REQUESTED SERVICE		METHOD OF ACQUISITION
	RECURRING \$145.00	NON-RECURRING	<input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/> INSTALLMENT PURCHASE
		<input type="checkbox"/> RENT <input type="checkbox"/> OTHER (Describe)	
8. CATR/ATR INFORMATION	NAME (PLEASE PRINT) Caryn A. Downing		E-MAIL ADDRESS cdowning@tehamacourt.ca.gov
	TELEPHONE NO.		
	ADDRESS CITY STATE ZIP CODE		CALNET:
	633 Washington Red Bluff, CA 96080		CALNET3
	Street TITLE Court Executive Officer		PUBLIC:
		DATE 07/31/15	



SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

Tab B
Subsection 5
NWN, Inc. Contracts

STANDARD AGREEMENT

AGREEMENT NUMBER
2015-006

1. In this Agreement, the term "Contractor" refers to NWN Corporation Inc. and the term "Court" refers to the Superior Court of California, County of Tehama.
2. This Agreement is effective as of June 29, 2015 ("Effective Date") and expires on July 14, 2016 ("Expiration Date"). This Agreement includes one or more options to extend through July 14, 2017 (see Appendix C, paragraph 7).
3. The maximum amount the Court may pay Contractor under this Agreement is \$121,200.00 (the "Contract Amount").
4. The purpose or title of this Agreement is: Information Technology Services.

The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement and is mutually binding on the parties in accordance with its terms.
 - Appendix A – Statement of Work
 - Appendix B – Pricing and Payment
 - Appendix C – General Terms and Conditions
 - Appendix D – Defined Terms

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Tehama	NWN Corporation Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Caryn A. Downing, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Matt Niemann, Vice President – Strategic Contracts
DATE EXECUTED 6-29-15	DATE EXECUTED 6/26/15
ADDRESS 633 Washington Street Red Bluff, CA 96080	ADDRESS 11931 Foundation Place, suite 250 Gold River, CA 95670

APPENDIX A: STATEMENT OF WORK

I. Description of Work. Contractor will provide the Work as described below:

A. **Information Technology Technician.** Contractor will provide an information technology technician, as named under paragraph 4.A (Key Personnel), to provide the following information technology services as the Court requires. Contractor will invoice the Court for such services at the information technology technician rate set forth in Appendix B.

- 1) Work with executive management researching, recommending, developing and implementing Court information technology projects.
- 2) Work with users to determine how Court processes may be improved through the use of automation; recommend processes to be automated; provide a plan for implementing automation solutions.
- 3) Research, evaluate, and make recommendations for purchases of equipment, hardware, systems, maintenance agreements and contracts.
- 4) Research, evaluate and make recommendations to Court management related to information technology issues. Develop information technology requests for proposals, in compliance with the Court's rules and regulations, and budget requests.
- 5) Manage information technology projects including: budgeting costs, determining task duration, documenting project details, and following through to completion.
- 6) Develop information technology formal policies, procedures, and standards.
- 7) Maintain current knowledge of the field including learning new and existing software, applications, databases and hardware.
- 8) Provide system hardware and software support; help desk support; basic office automation application support and troubleshooting; maintenance and updates of statewide systems; manage system security; configure new system users; provide individual training and/or arrange training programs for staff in the use of hardware and software applications.
- 9) Ensure that installed automation systems meet user needs (e.g. accuracy, functionality, efficiency, and security).
- 10) Maintain various records, documentation, and inventories for computer systems, software, and maintenance contracts.
- 11) Develop system back up procedures and ensure that system backup procedures are successfully performed. Develop and update court websites, network and communication projects as needed.
- 12) Resolve critical issues related to information technology and the integration of technology as it relates to administrative and operational programs.
- 13) Represent the Court to external entities including vendors, committees and other government agencies in relation to technology related activities and initiatives.
- 14) Track and ensure compliance with State and Federal legislation that may influence court information system policies and procedures, update Court information technology records, data and policies accordingly.
- 15) Conduct studies and analyses on behalf of the Court making recommendations on information system policies and procedures including those that may affect operational processes, procedures and automation.
- 16) Performs other information technology related tasks as assigned.
- 17) The information technology technician will work directly with the Court's Project Manager, or designee and the Court's contractors and subcontractors, as may be required. All final decisions shall be made by the Court.

- 18) In the event the total cost for the information technology technician services exceeds \$93,200 during the term of this Agreement, the Contractor must obtain written authorization from the Court's Executive Officer, or designee, and this Agreement must be amended to reflect the additional cost.
- B. Project Coordinator and Service Manager. At the Court's request, Contractor will provide a project coordinator and service manager to support a staff augmentation role. The service manager will support the non-site information technology resource and will assist in developing, tracking, and managing any identified supplemental projects. Activities of the role will primarily be performed remotely. The service manager will be responsible for scheduling, communications and project status. Additionally, the service manager will provide regular liaison services for Contractor's onsite resource and identify and communicate any additional support needs. Such services will be invoiced at the hourly rates set forth in Appendix B.
- 1) In the event the total cost for the requested project coordinator and service manager services exceeds \$3,000 during the term of this Agreement, the Contractor must obtain written authorization from the Court's Executive Officer or designee.
- C. Specialty Services. At the Court's request, Contractor will make staff available to provide specialty services as may be required. Contractor and Court will agree, in writing, on the specific Work to be performed; including the scope of Work, Deliverable(s), and due date(s), and a not-to-exceed amount. Such services will be invoiced at the hourly rates set forth in Appendix B.
- 1) In the event the total cost for the requested specialty services exceeds \$25,000 during the term of this Agreement, the Contractor must obtain written authorization from the Court's Executive Officer or designee.
- D. Additional Services. At the Court's request, Contractor will provide additional services and, as may be required, additional personnel. Contractor and Court will agree, in writing, on the specific Work to be performed, including the scope of Work, Deliverable(s), and due date(s), and a not-to-exceed amount. If there is no specific rate set forth in Appendix B for the requested service, the parties will agree upon the rate(s) and this Agreement will be amended to include such rate(s). The parties will amend this Agreement to reflect the additional Work.
- E. General. Contractor will also provide knowledge transfer to Court staff as part of the Work to be performed. The parties agree that knowledge transfer is not intended to replace formal technical training and certification.
2. Work Location and Court Responsibilities.

- A. Location. As directed by the Court, Work will be performed at the Court's locations indicated below:

633 Washington Street
Red Bluff, CA 96080

445 Pine Street
Red Bluff, CA 96080

1790 Walnut Street
Red Bluff, CA 96080

1740 Walnut Street
Red Bluff, CA 96080

- B. Court Responsibilities.

- 1) The Court will provide work space, a court issued laptop computer and a court issued cell phone for the information technology technician. Such equipment is to be used solely for the purpose of performing the Work of this Agreement.
- 2) Court will provide access to all systems for successful completion of the Work.
- 3) Court will provide all hardware, software, maintenance and other resources required for successful completion of the Work.

- 4) Court will provide a primary point of contact for the Information Technology Technician, Contractor's Project Coordinator and/or Service Coordinator.
 - 5) Court will be responsible to have complete backups of any data prior to commencement of the Work. The Contractor assumes no responsibility for lost data.
3. Time and Holidays

- A. Time. Contractor will begin to perform the requested Work June 29, 2015, through July 14, 2016. The information technology technician will provide services during a 40 hour work week, unless additional hours are approved by the Court's Executive Officer or designee. Contractor will consult with the Court's Executive Officer prior to scheduling time off during the 40 hour work week.
- B. Holidays. The Court is not open on the holidays listed below. Except as may be directed by the Court, Contractor will not perform Work on the designated holidays and Court will not be invoiced for Work on the designated holidays.

Holiday	Date
New Year's Day	January 1 st
Dr. Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving day	Friday after Thanksgiving
Christmas Day	December 25 th

4. Contractor's Key Personnel and Conversion Fee

A. Key Personnel

Key Personnel Title	Name
Information Technology Technician	Jonathan Schram
Project Manager	Jeff Gledhill Telephone: 916-637-2483 (office) and 916-757-2475 (mobile) Email: JGledhill@nwnit.com

- B. Conversion Fee. The parties have agreed that in the event the Court elects to hire the information technology technician as an employee of the Court anytime after July 14, 2016, Contractor will not invoice the Court for a conversion fee.

APPENDIX B: PRICING AND PAYMENT

1. **Fees.** In consideration of and subject to the satisfactory performance and delivery by Contractor of the Work, the Court shall pay to Contractor the fees as set forth in this Appendix B. Except as expressly set forth in this Appendix B: (i) such fees are the entire compensation for all Work under this Agreement; and (ii) all expenses relating to the Work are included in such fees and shall not be reimbursed by the Court. The maximum amount payable to Contractor under this Agreement will not exceed the Contract Amount. The Contract Amount may be changed only by amendment to this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.

Rate Schedule

Type & Level of Service	Hourly Rate
Information Technology Technician Services In no event will the amount paid for Information Technology Technician Services exceed \$93,200 during the term of this Agreement, unless the Agreement is amended.	\$50
Tier 1 Professional Services <ul style="list-style-type: none"> • Architecture assessment, design & planning • Consultant level engineering (CCIE, Sr. MCSE/MCITP, Sr. VCP) • Complex integration services 	\$200
Tier 2 Professional Services <ul style="list-style-type: none"> • Sr. Engineering • Project management • Assessment, audit & design services • Integration & implementation services (LAN/WAN/ Wireless, Security, Voice, Data Center) 	\$165
Tier 3 Professional Services <ul style="list-style-type: none"> • Engineering services • Integration & implementation services 	\$135
Project Manager	
Project Coordinator & Service Manager The estimated amount for the initial Work provided by the Project Coordinator and Service Manager is \$3,000. If the Work of the Project Coordinator and Service Manager exceeds \$3,000, the Contractor must obtain written authorization from the Court's Executive Officer or designee.	\$135 \$125

2. **Expenses.** This Agreement does not provide for reimbursement or cost of benefits such as insurance (health, dental, disability or life), pension or other retirement benefits, paid vacation, paid sick days, workers' compensation, or any other benefit.

3. Invoicing and Payment.

3.1 Invoicing. Contractor will submit invoices for the applicable fees to the Court monthly, within ten (10) days after the first day of each month and after completion of Work provided in the preceding month. The Court will not make any advance payment for the Work. Invoices will accurately specify the time worked and include information and supporting documentation for the time billed, including an accounting of the number of hours worked and types of services provided. If requested, Contractor will provide a workload report in the form the Court may specify from time to time. Contractor shall adhere to reasonable billing guidelines issued by the Court. Contractor will correct or amend invoices that do not meet the Court's billing guidelines or that are not adequately or accurately billed or supported by documentation.

3.2 Block Billing. Contractor will not use "block billing." In other words, if Contractor attended a conference and prepared a report containing recommendations to the Court, the invoice should not read "attended conference and drafted report to the court (6 hours)." Rather the time spent on each service should be identified.

3.3 Payment. The Court will make payment within thirty (30) business days following submission of an approved invoice for the Work provided. Payment does not imply acceptance of Contractor's invoice or Work.

3.2 Availability of Funds. The Court's obligation to compensate Contractor is subject to the availability of funds. The Court shall notify Contractor if funds become unavailable or limited. This will not relieve the Court from payment for Work that has been performed and accepted prior to the receipt of such notice.

4. Taxes. Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use, or similar taxes imposed on the Work rendered or equipment, parts or software supplied to the Court pursuant to this Agreement.

APPENDIX C: GENERAL TERMS AND CONDITIONS

1. Work

1.1 Work. Contractor shall provide the Work described in this Agreement, including the Statement of Work and the Specifications. Except as set forth in the Statement of Work, Contractor is responsible for providing all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for delivery of the Work and to meet Contractor's obligations under this Agreement. The Work provided by Contractor is non-exclusive and the Court may enter into agreements or subcontracts with other contractors to provide the same or similar work.

1.2 Stop Work Orders.

(a) Effect. The Court may, at any time, by written stop work order to Contractor, require Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. Upon receipt of a stop work order, Contractor shall promptly comply with the terms of the stop work order and take all reasonable steps to end the incurrence of any costs, expenses or liabilities allocable to the Work covered by the stop work order during the period of work stoppage. The Court shall not be liable to Contractor for loss of profits arising out of such stop work order. Within ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period mutually agreed to by the Parties, the Court shall either: (i) cancel the stop work order; or (ii) terminate the Work covered by the stop work order.

(b) Expiration or Cancellation. If a stop work order is canceled by the Court or the period of the stop work order or any extension thereof expires, Contractor shall promptly resume the Work covered by such stop work order. The Court shall make an equitable adjustment in the delivery schedule, accordingly, if: (i) the stop work order directly and proximately results in an increase in the time required for performance; and (ii) Contractor asserts its right to such equitable adjustment within thirty days after the end of the period of work stoppage.

1.3 Change Orders. From time to time during the term of this Agreement, the Parties may mutually agree on a change to the Work, which may require an extension or reduction in the schedule and/or an increase or decrease in the fees and expenses and/or the Work (each, a "Change"), including: (i) a change to the scope or functionality of the Deliverables; or (ii) a change to the scope of the Work. In the event the Parties agree on a Change, the Parties will seek to mutually agree on a change order identifying the impact and setting forth any applicable adjustments and/or payments to Contractor. An authorized representative of each Party shall promptly sign the mutually agreed upon change order to acknowledge the impact and to indicate that Party's agreement to the adjustments.

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

1.5 Data and Security.

(a) Safety and Security Procedures. Contractor shall maintain and enforce, at the Contractor Work Locations, industry-standard safety and physical security policies and procedures. While at each Court Work Location, Contractor shall comply with the safety and security policies and procedures in effect at such Court Work Location.

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

(c) Security Assessments. At least once a year, or upon the Court's request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor's compliance with the safety and security policies set

forth in this Agreement. Contractor shall provide to the Court the results, including any findings and recommendations made by Contractor's assessors, of such assessment, and, at its expense, take any corrective actions. The Court and Court Contractors may, at the Court's expense, perform the assessments described in this section and "snap" assessments (e.g., safety and data/physical security assessments) of the Court Work Locations.

1.6 Project Staff.

(a) Contractor Project Manager. The Contractor Project Manager shall serve, from the Effective Date, as the Contractor Project Manager and primary Contractor representative under this Agreement. The Contractor Project Manager shall (i) have overall responsibility for managing and coordinating the performance of Contractor's obligations under this Agreement, including the performance of all Subcontractors; and (ii) be authorized to act for and bind Contractor and Subcontractors in connection with all aspects of this Agreement. The Contractor Project Manager shall respond promptly and fully to all inquiries from the Court Project Manager.

(b) Contractor Key Personnel. The Court reserves the right to interview and approve proposed Contractor Key Personnel prior to their assignment to the Court. Contractor shall not replace or reassign any Contractor Key Personnel unless the Court consents in advance in writing or such Contractor Key Personnel (i) voluntarily resigns or takes a leave of absence from Contractor, (ii) has his/her employment, professional or other for-hire relationship terminated by Contractor, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement, or (iv) dies or is unable to work due to his or her disability. If Contractor needs to replace a Contractor Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the Court promptly, (2) provide resumes for proposed replacement Contractor Key Personnel within two (2) Business Days after so notifying the Court, and (3) be responsible for all costs and expenses associated with any replacement of any Contractor Key Personnel member (including, without limitation, any costs and expenses associated with training, project orientation or knowledge transfer reasonably required for replacement personnel to provide the applicable Work).

(c) Subcontractors. Contractor shall not subcontract or delegate any of the obligations under this Agreement except as approved by the Court in writing in advance. The Court may withdraw its approval of a subcontractor if the Court determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Court rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Work. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The Court's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor: (i) are jointly and severally liable to the Court for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the Court; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the Court an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and (v) shall comply with and be subject to the terms of this Agreement, including with respect to Intellectual Property Rights, Confidential Information and Data Safeguards.

(d) Project Staff. Contractor shall appoint to the Project Staff: (i) individuals with suitable training and skills to provide the Work, and (ii) sufficient staffing to adequately provide the Work. Contractor shall make commercially reasonable efforts consistent with sound business practices to honor the specific request of the Court with regard to assignment of its employees. The Court may require Contractor to remove any personnel from the Project Staff that interacts with any personnel of the Court, Court Contractors or any Judicial Branch Entity (including, without limitation, the Contractor Project Manager) upon providing to Contractor a reason (permitted by law) for such removal. Contractor may, with the Court's consent, continue to retain such member of the Project Staff in a role that does not interact with any personnel of the Court or Court Contractors. The Contractor Project Manager and the Court Project Manager shall work together to mitigate any impact on the schedule caused by any replacement of a Project Staff member. Contractor shall be responsible for all costs and expenses associated with any Project Staff replacement. Contractor shall assure an orderly and prompt succession for any Project Staff member who is replaced. If the Contract Amount is over \$200,000 (excluding Consulting Services), then Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

(e) Conduct of Project Staff.

(i) While at the Court Work Locations, Contractor shall, and shall cause Subcontractors to: (1) comply with the requests, standard rules and regulations and policies and procedures of the Court regarding safety and health, security,

personal and professional conduct generally applicable to such Court Work Locations, and (2) otherwise conduct themselves in a businesslike manner.

(ii) Contractor shall enter into an agreement with each of the members of the Project Staff, which assigns, transfers and conveys to Contractor all of such Project Staff member's right, title and interest in and to any Developed Materials, including all Intellectual Property Rights in and to Developed Materials.

(iii) Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's employees or contractors by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall remove from the Project Staff any person refusing to undergo such background checks and any other person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises are unacceptable to the Court.

1.7 Licenses and Approvals. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws to provide the Work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any Applicable Law.

1.8 Progress Reports. As directed by the Court, Contractor must deliver progress reports or meet with Court personnel on a regular basis to allow: (i) the Court to determine whether the Contractor is on the right track and the project is on schedule, (ii) communication of interim findings, and (iii) opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly.

2 Delivery, Acceptance, and Payment.

2.1 Delivery. Contractor shall deliver to the Court the Deliverables in accordance with this Agreement, including the Statement of Work. Unless otherwise specified by the Court, Contractor will deliver all equipment purchased by the Court, if any, "Free on Board Destination Freight Prepaid" to the Court at the address and location specified by the Court. Title to all equipment purchased by the Court vests in the Court upon payment of the applicable purchase price. Contractor will bear the risk of loss for any Work being delivered until received by the Court at the proper location.

2.2 Acceptance. All Work is subject to written acceptance by the Court. The Court may reject any Work that: (i) fails to meet applicable requirements, Specifications, or acceptance criteria, (ii) are not as warranted, (iii) are performed or delivered late, or not provided in accordance with this Agreement; or (iv) contain Defects. Payment does not imply acceptance of Contractor's invoice or Work. If the Court provides Contractor a notice of rejection for any Work, Contractor shall modify such rejected Work at no expense to the Court to correct the relevant deficiencies and shall redeliver such Work to the Court within ten Business Days after Contractor's receipt of such notice of rejection, unless otherwise agreed in writing by the Parties. Thereafter, the Parties shall repeat the process set forth in this section until Contractor's receipt of the Court's written acceptance of such corrected Work (each such Court written acceptance, an "Acceptance"); provided, however, that if the Court rejects any Work on at least two occasions, the Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to the Court.

2.3 Fees and Payment. Subject to the terms of this Agreement, the Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in Appendix B. The fees to be paid to Contractor under this Agreement shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

3 Representations and Warranties. Contractor represents and warrants to the Court as follows:

3.1 Authorization/Compliance with Laws. (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the Court under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all Applicable Laws; and (vii) Contractor pays all undisputed debts when they come due.

3.2 No Gratuities or Conflict of Interest. Contractor: (i) has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement; and (ii) has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

3.3 No Litigation. No Claim or governmental investigation is pending or threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement.

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

3.5 No Interference. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or breach under any of Contractor's other contracts.

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

3.7 No Harassment / Non-discrimination. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

3.8 Domestic Partners, Spouses, and Gender Discrimination. If the Contract Amount is \$100,000 or more, Contractor is in compliance with Public Contract Code section 10295.3, which places limitations on contracts with contractors whose benefits provisions discriminate between employees with spouses and employees with domestic partners.

3.9 National Labor Relations Board Orders. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3.10 Child Support Compliance Act. If the Contract Amount is \$100,000 or more: (i) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and (ii) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

3.12 Work. (i) the Work will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Work; (ii) Contractor will use efficiently the resources or services necessary to provide the Work; and provide the Work in the most cost efficient manner consistent with the required level of quality and performance; (iii) the Work will be provided free and clear of all liens, claims, and encumbrances; (iv) all Work will be free from all defects in materials and workmanship, and will be in accordance with Specifications, Documentation, Applicable Laws, and other requirements of this Agreement; and (v) if applicable, all equipment purchased by the Court from Contractor will be new. The foregoing representation and warranty in section 3.12(iv) shall commence upon the Court's Acceptance of the applicable Work, and shall continue for a period of one year following such Acceptance. In the event any

Work does not conform to the foregoing provisions of this section 3.12, Contractor shall promptly correct all non-conformities.

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

3.14 Four-Digit Date Compliance. Contractor will provide only Four-Digit Date Compliant Work to the Court. "Four-Digit Date Compliant" Work can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.

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

3.16 Miscellaneous. The rights and remedies of the Court provided in this section 3 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The representations and warranties that Contractor makes in this section 3 shall be true and accurate as of the Effective Date, and shall remain true during the term of this Agreement and the Termination Assistance Period. Contractor shall promptly notify the Court if any representation or warranty becomes untrue.

4 Intellectual Property.

4.1 Contractor/Third Party Materials. The Court shall have the right to approve in writing the introduction of any Contractor Materials or Third Party Materials into any Work prior to such introduction. Contractor grants to the Court, together with all Court Contractors, without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, non-exclusive license to use, reproduce, perform, display, transmit, distribute, modify, create derivative works of, make, have made, sell, offer for sale and import Contractor Materials and Third Party Materials (including Source Code) and to sublicense such rights to other entities, in each case for California judicial branch business and operations.

4.2 Rights in Developed Materials. Notwithstanding any provision to the contrary, upon their creation the Developed Materials (and all Intellectual Property Rights therein) will be the sole and exclusive property of the Court. Contractor (for itself, Project Staff and Subcontractors) hereby irrevocably assigns, transfers and conveys to the Court without further consideration all worldwide right, title and interest in and to the Developed Materials, including all Intellectual Property Rights therein. Contractor further agrees to execute, and shall cause Project Staff and Subcontractors to execute, any documents or take any other actions as may be reasonably necessary or convenient to perfect the Court's or its designee's ownership of any Developed Materials and to obtain and enforce Intellectual Property Rights in or relating to Developed Materials. Contractor shall promptly notify the Court upon the completion of the development, creation or reduction to practice of any and all Developed Materials.

4.3 Retention of Rights. The Court retains all rights, title and interest (including all Intellectual Property Rights) in and to the Court Materials. Subject to rights granted herein, Contractor retains all rights, title and interest (including all Intellectual Property Rights) in and to the Contractor Materials.

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

5 Confidentiality.

5.1 General Obligations. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any Third Party without obtaining the Court's express prior written consent on a

case-by-case basis. Contractor will disclose Confidential Information only to Project Staff (including Subcontractors) with a need to know in order to provide the Work hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section 5. The provisions of this section 5 shall survive beyond the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information.

5.2 Removal; Return. Contractor will not remove any Confidential Information from the Court's facilities or premises without the Court's express prior written consent. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations.

5.3 Breach of Confidentiality. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, that any such breach will likely result in irreparable harm, and therefore, that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

6 Indemnification.

6.1 General Indemnity. Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council of California), and hold harmless the Court and Court personnel against all Claims founded upon: (i) Contractor's provision of, or failure to provide, the Work (ii) any other breach by Contractor under this Agreement; or (iii) Third Party Claims relating to infringement or misappropriation of any Intellectual Property Right by Contractor or the Work, including software, services, systems, equipment, or other materials provided by Contractor or Subcontractors to the Court (collectively, the "Covered Items"). Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

6.2 Certain Remedies. If any Covered Item provided under this Agreement becomes, or in Contractor's or the Court's reasonable opinion is likely to become, the subject of any Claim arising from or alleging infringement, misappropriation or other violation of, or in the event of any adjudication that such Covered Item infringes, misappropriates or otherwise violates any Intellectual Property Right of a Third Party, Contractor at its own expense shall take the following actions in the listed order of preference: (a) secure for the Court the right to continue using the applicable Covered Item; or (b) if commercially reasonable efforts are unavailing, replace or modify the infringing Covered Item to make it noninfringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Covered Item.

7 Option Term.

7.1 The Court may, at its sole option, extend this Agreement through July 14, 2017, at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the Court will send Notice to Contractor at least thirty days prior to the end of the Initial Term (or the then-current Option Term).

8 Insurance.

8.1 Basic Coverage. Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:

(a) Workers Compensation and Employer's Liability. The policy is required only if Contractor has employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of one million dollars (\$1,000,000) per accident or disease;

(b) Commercial General Liability. The policy must be written on an occurrence form with limits of not less than one million dollars (\$1,000,000) per occurrence, and a one million dollar (\$1,000,000) annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed in a contract; and

(c) Professional Liability. The policy must cover Contractor's acts, errors and omissions committed or alleged to have been committed which arise out of rendering or failure to render services provided under this Agreement. The policy shall provide limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate.

(d) Commercial Automobile Liability. If an automobile is used in providing the Work, automobile liability insurance with limits of not less than one million dollars (\$1,000,000) per accident. Such insurance must cover liability arising out of the operation of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with providing the Work.

(e) Commercial Crime Insurance. If Contractor handles or has regular access to the Court's funds or property of significant value to the Court, this policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be not less than one million dollars \$1,000,000.

8.2 "Claims Made" Coverage. If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the Court's acceptance of all Work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Work commences under this Agreement.

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

8.4 Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

8.5 Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from the Court, including Judicial Branch Personnel, any deductible or self-insured retention that is connected to the insurance required under this section 8.

8.6 Additional Insured Status. With respect to commercial general liability and automobile liability insurance, the policies must be endorsed to include the Court and Court personnel as additional insureds.

8.7 Certificates of Insurance. Before Contractor begins providing Work, Contractor shall give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the Court. Any replacement certificates of insurance are subject to the approval of the Court, and, without prejudice to the Court, Contractor shall not provide Work before the Court approves the certificates.

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

8.9 Required Policy Provisions. Each policy must provide, as follows:

(a) Insurance Primary; Waiver of Recovery. With respect to commercial general liability and automobile liability insurance, the policies must be endorsed to be primary and non-contributory with any insurance or self-insurance programs maintained by the Court and Court personnel. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery it may have against the Court and Court personnel for liability arising out of the Work; and

(b) Separation of Insureds. The insurance applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.

8.10 Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods: (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

8.11 Consequences of Lapse. If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

9 Term / Termination.

9.1 Term. This Agreement shall commence on the Effective Date and expire on the Expiration Date. The Court may extend the Agreement as set forth in section 7 (Option Term).

9.2 Termination for Convenience. The Court may terminate, in whole or in part, this Agreement for convenience (without cause) upon thirty days prior written notice. The Court's notice obligations under the foregoing sentence shall not apply to any stop work orders issued by the Court under this Agreement. After receipt of such notice, and except as otherwise directed by the Court, Contractor shall immediately: (a) stop Work as specified in the notice; and (b) place no further subcontracts, except as necessary to complete the continued portion of this Agreement.

9.3 Early Termination. The Court may terminate, in whole or in part, this Agreement immediately "for cause" if Contractor is in Default. The Court may also terminate this Agreement or limit Work (and proportionately, Contractor's fees) upon written notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate the Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor's performance under this Agreement has become infeasible due to changes in Applicable Laws.

9.4 Rights and Remedies of the Court.

(a) All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in Default, or if a Third Party claim or dispute is brought or threatened that alleges facts that would constitute a Default under this Agreement. If Contractor is in Default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between the Court and Contractor; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following notice, the Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

(b) If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue the Work not terminated hereunder.

(c) In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables (including: (i) any partially-completed Deliverables and related work product or materials; and (ii) any Contractor Materials, Third Party Materials, and Developed Materials comprising such Deliverables or partially-completed Deliverables), Confidential Information, Court Data, Court Materials, and all portions thereof, in its possession, custody, or control. In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court's termination is not based on a Default, Court shall pay any fees due under this Agreement for Deliverables completed and accepted as of the date of the Court's termination notice.

9.5 Termination Assistance. At the Court's request and option, during the Termination Assistance Period, Contractor shall provide, at the same rates charged immediately before the start of the Termination Assistance Period, to the Court or to its designee (collectively, "Successor") services reasonably necessary to enable the Court to obtain from another contractor, or to provide for itself, services to substitute for or replace the Work, together with all other services to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to the Successor (collectively, the "Termination Assistance Services"). Termination Assistance Services will be provided to the Court by Contractor regardless of the reason for termination or expiration. At the Court's option and election, the Court may extend the Termination Assistance Period for an additional six (6) months.

9.6 Survival. Termination of this Agreement shall not affect the rights and/or obligations of the Parties which arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such expiration or termination. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including sections 3 through 10 of these General Terms and Conditions.

10 Special Provisions.

10.1 Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if the Contact Amount is \$50,000 or more, Contractor agrees that no Court funds received under this agreement will be used to assist, promote or deter union organizing. If Contractor incurs costs, or

makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures and no reimbursement from the Court was sought for these costs. Contractor will provide those records to the Attorney General upon request.

10.2 DVBE Commitment. This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

10.3 Competitively Bid Contracts; Antitrust Claims. If this Agreement resulted from a competitive bid, Contractor shall comply with the requirements of the Government Code sections set out below.

(a) Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court pursuant to the bid. Such assignment shall be made and become effective at the time the Court tenders final payment to the Contractor. (GC 4552)

(b) If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)

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

10.4 Iran Contracting Act. If the Contract Amount is \$1,000,000 or more, Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).

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

11 General.

11.1 Audits. Contractor shall allow the Court and its designees to review and audit Contractor's documents and records relating to this Agreement, and Contractor shall retain such documents and records for a period of four years following final payment under this Agreement. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit. Contractor shall provide to the Court and Court Contractors, on Contractor's premises (or, if the audit is being performed of an Subcontractor, Subcontractor's premises if necessary), space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the Court or such Court Contractors may reasonably require to perform the audits described in this Section. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period three years after final payment.

11.2 References. In this Agreement and the Appendixes: (a) the Appendixes shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Appendixes; (b) the Article and Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement; (c) references to and mentions of the word "including" or the phrase "e.g." means "including, without limitation" and (d) unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

11.3 Assignment. This Agreement will not be assignable by Contractor in whole or in part (whether by operation of law or otherwise) without the prior written consent of the Court. Any assignment made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the Parties and their permitted successors and assigns.

11.4 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth below:

If to Contractor:	If to the Court:
NWN Corporation Inc. Attention: Matt Niemann Vice President - Strategic Contracts 11931 Foundation Place, suite 250 Gold River, CA 95670	Superior Court of Tehama County Attention: Court Executive Officer 633 Washington Street Red Bluff, CA 96080

Either Party may change its address for notification purposes by giving the other Party written notice of the new address in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

11.5 Independent Contractors. Contractor and Subcontractors in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the Court or Court Contractors. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the Parties hereto as an agent, employee, partner, joint venturer, or legal representative of the other, and the relationship of the Parties under this Agreement is that of independent contractors. Neither Party shall have any right, power or authority, express or implied, to bind the other.

11.6 Covenant of Further Assurances. Contractor covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Contractor shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

11.7 Publicity. News releases and other public disclosures pertaining to this Agreement will not be made by Contractor without prior written approval of the Court.

11.8 Third Party Beneficiaries. Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

11.9 Governing Law; Jurisdiction; and Venue. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal district courts located in California in any legal action concerning or relating to this Agreement.

11.10 Follow-On Contracting. Subject to certain exceptions, no person, firm, or subsidiary thereof who has been awarded a Consulting Services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the Consulting Services contract.

11.11 Order of Precedence. Any conflict among or between the documents making up this Agreement will be resolved in accordance with the following order of precedence (in descending order of precedence): (i) Appendix C - The General Terms and Conditions and Appendix D - Defined Terms; (ii) the Coversheet; (iii) Appendix B - Pricing and Payment; (iv) Appendix A - Statement of Work; and (v) any exhibits to the Agreement.

11.12 Miscellaneous. This Agreement has been arrived at through negotiation between the Parties. Neither Party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code

section 1654. No amendment to this Agreement will be effective unless in writing. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. If any part of this Agreement is held unenforceable, all other parts remain enforceable. A Party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Time is of the essence regarding Contractor's performance of the Work. Unless otherwise approved by the Court in writing in advance, Work may not be performed outside of the United States. The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but taken together, all of which shall constitute one and the same Agreement.

APPENDIX D: DEFINED TERMS¹

"Acceptance" is defined in Appendix C, section 2.2.

"Agreement" means this Standard Agreement as defined on the Coversheet, including the following: Appendix A (Statement of Work), Appendix B (Pricing and Payment), Appendix C (General Provisions) and Appendix D (Defined Terms).

"Applicable Law" means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

"Business Day" means any day other than Saturday, Sunday or a scheduled Court holiday.

"Claims" means claims, suits, actions, arbitrations, demands, proceedings, fines, penalties, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs), including those based on the injury to or death of any person or damage to property.

"Confidential Information" means: (i) any information related to the business or operations of the Court including information relating to the Court's personnel and users; (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) that is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know is confidential; and (iii) all Deliverables, Developed Materials, Court Materials and Court Data. Confidential Information does not include information (that Contractor demonstrates to the Court's satisfaction, by written evidence): (a) that Contractor lawfully knew prior to the Court's first disclosure to Contractor, (b) that a Third Party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) that is, or through no fault of Contractor has become, generally available to the public.

"Consulting Services" refers to the services performed under "Consulting Services Agreements," which are defined in Public Contract Code section 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type. The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

"Contract Amount" has the meaning set forth on the Coversheet.

"Contractor Key Personnel" means the Contractor Project Manager and those Project Staff members identified as "Key Personnel" in this Agreement.

"Contractor Project Manager" means the employee identified in this Agreement as the Contractor project manager.

"Contractor Work Location(s)" means any location (except for a Court Work Location) from which Contractor provides Work.

"Contractor Materials" means Materials owned or developed prior to the provision of the Work, or developed by Contractor independently from the provision of the Work and without use of the Court Materials or Confidential Information.

"Coversheet" refers to the first sheet of this Agreement.

"Data Safeguards" means industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of the Court Data or Confidential Information, and such other related safeguards that are set forth in Applicable Laws, or pursuant to Court policies or procedures.

"Default" means if any of the following occurs: (i) Contractor breaches any of Contractor's obligations under this Agreement, and this breach is not cured within ten days following notice of breach or is not capable of being cured within this cure period; (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; (iii) Contractor makes or has made

¹ Additional capitalized terms may be defined in the other Appendices to this Agreement.

under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) any act, condition, or item required to be fulfilled or performed by Contractor to (a) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (b) ensure that these obligations are legal, valid, and binding, or (c) make this Agreement admissible when required is not fulfilled or performed.

"Defect" means any failure of any portion of the Work to conform to and perform in accordance with the requirements of this Agreement and all applicable Specifications and Documentation.

"Deliverables" means any Developed Materials, Contractor Materials, Third Party Materials, or any combination thereof, as well as any other items, goods, or equipment provided pursuant to the Work.

"Developed Materials" means Materials created, made, or developed by Contractor or Subcontractors, either solely or jointly with the Court or Court Contractors, in the course of providing the Work under this Agreement, and all Intellectual Property Rights therein and thereto, including, without limitation, (i) all work-in-process, data or information, (ii) all modifications, enhancements and derivative works made to Contractor Materials, and (iii) all Deliverables; provided, however, that Developed Materials do not include Contractor Materials.

"Documentation" means all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Work; together with all upgrades thereto.

"Effective Date" has the meaning set forth on the Coversheet.

"Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

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

"Court" has the meaning defined in the coversheet of this Agreement.

"Court Contractors" means the agents, subcontractors and other representatives of the Court, other than Contractor and Subcontractors.

"Court Data" means all data and information of the Court or Court Contractors disclosed to or accessed by Contractor or Subcontractors, including all such data and information relating to the Court and its respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.

"Court Project Manager" means the individual appointed by the Court to communicate directly with the Contractor Project Manager.

"Court Work Locations" means any Court facility at which Contractor provides Work.

"Court Materials" means Materials owned, licensed, made, conceived, or reduced to practice by the Court or a Court Contractor, any Materials developed or acquired separate from this Agreement, and all modifications, enhancements, derivative works, and Intellectual Property Rights in any of the foregoing.

"Judicial Branch Entity" or "Judicial Branch Entities" means the Court and any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center; these entities comprise the "Judicial Branch."

"Judicial Branch Personnel" means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

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

limiting, software-limiting or services-limiting function (including any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.

"Materials" means all inventions (whether patentable or not), discoveries, literary works and other works of authorship (including software), designations, designs, know-how, technology, tools, ideas and information.

"Parties" means the Court and Contractor, collectively.

"Party" means either the Court or Contractor, as the case may be.

"Project Staff" shall mean the personnel of Contractor and Subcontractors who provide the Work.

"Source Code" means human-readable program statements written by a programmer or developer in a high-level or assembly language that are not directly readable by a computer and that need to be compiled into object code before they can be executed by a computer.

"Specifications" means with respect to each Deliverable, service, goods, or other portion of the Work, the detailed provisions and documents setting out the specifications, functionality and requirements.

"Subcontractor" means the agents, subcontractors and other representatives of Contractor providing Work hereunder who are not employees of Contractor.

"Term" means the term of this Agreement, including any and all option years.

"Termination Assistance Period" means the period commencing upon the expiration or termination of this Agreement and expiring six (6) months thereafter, as such period may be extended by the Parties.

"Third Party" means any person or entity other than the Court or Contractor.

"Third Party Materials" means Materials that are licensed or obtained by Contractor from a Third Party.

"Work" means each of the following, individually and collectively: the services, Deliverables, goods (including equipment) and materials provided under this Agreement, and any incidental services, items, or responsibilities that are reasonable and customary in the industry and not specifically described in this Agreement, but which are required for the performance of Contractor's obligations and delivery of services.

"Work Location(s)" means any Court Work Location or Contractor Work location.

5.9.A SOLE SOURCE

The following information should be included in the procurement file:

Description of the non-IT goods, non-IT services, or IT goods and services to be procured:

Backup information technology services.

Explanation of why the non-IT goods, non-IT services, or IT goods and services cannot be procured competitively:

The Court issued a RFP on February 9, 2015, but did not receive any questions or proposals. Due to unforeseen circumstance, the Court was faced with an unexpected reduction in force of its only IT personnel. Time was of the essence and the urgency of rectifying the situation did not permit the time needed for another competitive procurement of services.

Effort made to solicit competitive bids, if any:

The court issued a Request for Proposal on February 9, 2015, for backup information technology services, as the court was concerned that there may be a need for backup services in the new future. The RFP was advertised on the court's website. Emails were sent to five potential providers. No questions were received and no proposals were submitted. At the point where the court had an immediate need, the court was able to identify a potential provider that was interested in providing the services at a competitive rate.

Documentation that the pricing offered is fair and reasonable:

Pricing was compared to leveraged procurement agreements and the pricing is significantly less. The pricing was found to be fair and reasonable.

Special factors affecting the cost or other aspect of the procurement, if any:

Copy of written approval:

The undersigned has determined that (check the appropriate box):


☒ The goods, services, or goods and services are the only non-IT goods, non-IT services, or IT goods and services that meet the JBE's need; or

☐ A grant application submittal deadline does not permit the time needed for a competitive procurement of services; and

The JBE's Buyer may conduct the procurement as proposed.

This Sole Source justification requires the approval of either the court's Approving Authority, his or her delegee, or another person identified as the sole source approver in the JBE's *Local Contracting Manual*. Note that the Glossary section of the *Judicial Branch Contracting Manual* identifies the Approving Authority of the Superior Court as the Presiding Judge.

Approval Signatures

Requestor: 

Name and Title of Approver: John J. Garaventa, Presiding Judge

X 


6/29/15

Date: June 25, 2015

SUPERIOR COURT OF CALIFORNIA, COUNTY OF TEHAMA
CONTRACT AMENDMENT COVERSHEET

Agreement No. 062015IT
Amendment No. 001

1. This Amendment No. 001 to Agreement No. 062015IT by and between NWN Corporation Inc. ("Contractor") and the Superior Court of California, County of Tehama ("Court") is made and entered into this 8th day of July 2015 ("Effective Date") in the State of California.
2. All capitalized terms not defined in this Amendment have the meanings given to them in the Agreement referenced above.
3. Appendix A (Statement of Work) of the Agreement provides the option for the Court to request Contractor to provide Specialty Services and Additional Services. As such, the Court has elected to request such Services as further described in this Amendment 001.
5. The parties agree to amend the agreement as follows:
 - a. In this Amendment, the term "Contractor" or "NWN" refers to NWN Corporation Inc. and the term "Court", "Customer", or "Client" refers to the Superior Court of California, County of Tehama.
 - b. The parties agree to incorporate Amendment 001 Statement of Work, attached hereto and made a part hereof.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Tehama	NWN Corporation Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Caryn A. Downing, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Matt Niemann, Vice President – Strategic Contracts
DATE EXECUTED 7-29-15	DATE EXECUTED 7/24/15
ADDRESS 633 Washington Street Red Bluff, CA 96080	ADDRESS 11931 Foundation Place, suite 250 Gold River, CA 95670

AMENDMENT 001 STATEMENT OF WORK

1. **Background and Scope.** The Court has requested that Contractor provide engineer(s) to troubleshoot and assist with recovery of a catastrophic infrastructure issue effecting both client and server network access, server and application infrastructure, and phones. As part of the troubleshooting initiative, NWN will discuss issues with the Court's end users, IT Staff and/or the business unit to determine the frequency and common traits of the issue. NWN will review the pertinent equipment and software related to the issue. Once that information is gathered NWN will use strategies such as connectivity testing, log and access evaluation, and configuration review to ideally isolate, identify, and resolve the issue(s).
2. **Deliverables.**
 - a. Engineering services for the duration set forth below. Project Coordinator will be primary point of contact for NWN/Client and is responsible for scheduling, communications and status for the project.
 - b. NWN will build a new baseline active directory infrastructure, including 2 AD Servers
 - c. NWN will build a new baseline Exchange environment.
 - d. NWN will assist with technical recovery efforts, as needed and directed.
 - e. Project Coordination will work with project team and client to get the project kicked off according as stated herein. Coordinator will be primary point of contact for NWN/Client and is responsible for scheduling, communications and status for the project.
3. **Scope Assumptions.** NWN will isolate and remediate the issue(s) to the best of our ability; since this is troubleshooting initiative a successful outcome cannot be guaranteed within the hours specified on this estimate.
 - a. Scheduling for time must be pre-coordinated - This T&M project does not imply any SLA on the part of NWN for troubleshooting or support.
 - b. Customer is responsible for providing access to all systems requested by NWN for completion of the project.
 - c. Customer is responsible for providing all hardware, software, maintenance and other resources required for the successful completion of the project.
 - d. Customer will provide a primary point of contact for the NWN Engineer, Project Manager or Service Coordinator.
 - e. Customer will be responsible to have complete backups of any data prior to commencement of our services. NWN assumes no responsibility for lost data.
 - f. NWN will provide knowledge transfer to Customer staff throughout the engagement. Knowledge transfer is not intended to replace formal technical training and certification.
4. **Financials:** Contractor will invoice and the Court will pay for the requested Services based on the rates stated in the table below and the terms and conditions of the Agreement. The stated rates are for time spent on the project both on-site and off-site. HOURS WORKED OTHER THAN NWN STANDARD BUSINESS HOURS WILL BE ASSESSED AT AFTER-HOUR RATES (time & half for weekday, double time for weekend after hours). NWN Standard Business Hours are Monday-Friday, 8am-5pm.

The requested Services are based on estimated costs. It is NWN's intention to provide realistic budgetary estimates for time and materials projects. The Customer understands that additional effort may be required to complete a time and materials project and that the Customer will be invoiced for the actual hours worked and there is a 4-hour minimum charge for all onsite work effort.

Customer agrees to provide NWN Corporation with updated contact information as needed.

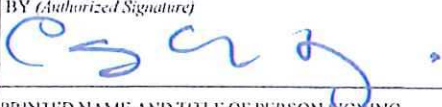
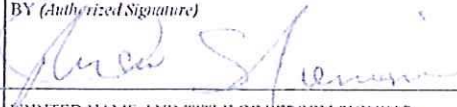
Service Type (select one)	X	Time & Materials		
NETWORKING SR SOLUTIONS ENGINEER		Estimated Hours = 180		\$165 / hour
NETWORKING SR SOLUTIONS ENGINEER (AFTERHOURS RATE)		Estimated Hours = 30		\$247.50 / hour
PROJECT MANAGEMENT & COORDINATION SERVICES		Estimated Hours = 8		\$125/ hour

SUPERIOR COURT OF CALIFORNIA, COUNTY OF TEHAMA
CONTRACT AMENDMENT COVERSHEET

Agreement No. 062015IT

Amendment No. 002

1. This Amendment No. 002 to Agreement No. 062015IT by and between NWN Corporation Inc. ("Contractor") and the Superior Court of California, County of Tehama ("Court") is made and entered into this 8th day of July 2015 ("Effective Date") in the State of California.
2. All capitalized terms not defined in this Amendment have the meanings given to them in the Agreement referenced above.
3. Appendix A (Statement of Work) of the Agreement provides the option for the Court to request Contractor to provide Specialty Services and Additional Services. As such, the Court has elected to request such Services. The parties entered into Amendment 001 and incorporated Amendment 001 Statement of Work into the Agreement. This Amendment 002 corrects that Statement of Work. The parties agree to amend the Agreement as follows:
 - a. In this Amendment, the term "Contractor" or "NWN" refers to NWN Corporation Inc. and the term "Court", "Customer", or "Client" refers to the Superior Court of California, County of Tehama.
 - b. The parties agree to replace Amendment 001 Statement of Work, in its entirety, with the attached Amendment 001A Statement of Work. As such, the parties hereby agree to incorporate Amendment 001A Statement of Work, attached hereto and made a part hereof, into the Agreement.
4. Except as provided herein, all terms and conditions of the original Agreement, as previously amended, shall remain in full force and effect.
5. IN WITNESS WHEREOF, this Amendment No. 002 has been entered into by the parties hereto, effective upon the Effective Date.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Tehama	NWN Corporation Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Caryn A. Downing, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Matt Niemann, Vice President – Strategic Contracts
DATE EXECUTED 8-5-15	DATE EXECUTED 8/4/15
ADDRESS 633 Washington Street Red Bluff, CA 96080	ADDRESS 11931 Foundation Place, suite 250 Gold River, CA 95670

AMENDMENT 001A – STATEMENT OF WORK

1. **Background and Scope.** The Court has requested that Contractor provide engineer(s) to troubleshoot and assist with recovery of a catastrophic infrastructure issue effecting both client and server network access, server and application infrastructure, and phones. As part of the troubleshooting initiative, NWN will discuss issues with the Court's end users, IT Staff and/or the business unit to determine the frequency and common traits of the issue. NWN will review the pertinent equipment and software related to the issue. Once that information is gathered NWN will use strategies such as connectivity testing, log and access evaluation, and configuration review to ideally isolate, identify, and resolve the issue(s).
2. **Deliverables.**
 - a. Engineering services for the duration set forth below. Project Coordinator will be primary point of contact for NWN/Client and is responsible for scheduling, communications and status for the project.
 - b. NWN will build a new baseline active directory infrastructure, including 2 AD Servers
 - c. NWN will build a new baseline Exchange environment.
 - d. NWN will assist with technical recovery efforts, as needed and directed.
 - e. Project Coordination will work with project team and client to get the project kicked off according as stated herein. Coordinator will be primary point of contact for NWN/Client and is responsible for scheduling, communications and status for the project.
3. **Scope Assumptions.** NWN will isolate and remediate the issue(s) to the best of our ability; since this is troubleshooting initiative a successful outcome cannot be guaranteed within the hours specified on this estimate.
 - a. Scheduling for time must be pre-coordinated - This T&M project does not imply any SLA on the part of NWN for troubleshooting or support.
 - b. Customer is responsible for providing access to all systems requested by NWN for completion of the project.
 - c. Customer is responsible for providing all hardware, software, maintenance and other resources required for the successful completion of the project.
 - d. Customer will provide a primary point of contact for the NWN Engineer, Project Manager or Service Coordinator.
 - e. Customer will be responsible to have complete backups of any data prior to commencement of our services. NWN assumes no responsibility for lost data.
 - f. NWN will provide knowledge transfer to Customer staff throughout the engagement. Knowledge transfer is not intended to replace formal technical training and certification.
4. **Financials:** Contractor will invoice and the Court will pay for the requested Services based on the rates stated in the table below and the terms and conditions of the Agreement. The stated rates are for time spent on the project both on-site and off-site. HOURS WORKED OTHER THAN NWN STANDARD BUSINESS HOURS WILL BE ASSESSED AT AFTER-HOUR RATES (time & half for weekday, double time for weekend after hours). NWN Standard Business Hours are Monday-Friday, 8am-5pm.

The requested Services are based on estimated costs. It is NWN's intention to provide realistic budgetary estimates for time and materials projects. The Customer understands that additional effort may be required to complete a time and materials project and that the Customer will be invoiced for the actual hours worked and there is a 4-hour minimum charge for all onsite work effort.

Customer agrees to provide NWN Corporation with updated contact information as needed.

Service Type (select one)	X	Time & Materials		
NETWORKING SR SOLUTIONS ENGINEER		Estimated Hours = 204		\$165 / hour
NETWORKING SR SOLUTIONS ENGINEER (AFTERHOURS RATE)		Estimated Hours = 23		\$247.50 / hour
CONSULTANT ARCHITECT SERVICES		Estimated Hours = 13		\$200/ hour

Remedation PO

Role	Hours	Rate		total
Consultant/Architect	13	\$	200.00	\$ 2,600.00
Sr. Solution Engineer	204	\$	165.00	\$ 33,660.00
Sr. SOlution Engineer (after hou	23	\$	247.50	\$ 5,692.50
		total	\$	41,952.50

SUPERIOR COURT OF CALIFORNIA, COUNTY OF TEHAMA
CONTRACT AMENDMENT COVERSHEET

Agreement No. 062015IT
Amendment No. 003

1. This Amendment No. 003 to Agreement No. 062015IT by and between NWN Corporation Inc. ("Contractor") and the Superior Court of California, County of Tehama ("Court") is made and entered into this 5th day of August 2015 ("Effective Date") in the State of California.
2. All capitalized terms not defined in this Amendment have the meanings given to them in the Agreement referenced above.
3. Appendix A (Statement of Work) of the Agreement provides the option for the Court to request Contractor to provide Specialty Services and Additional Services. As such, the Court has elected to request such Services as further described in this Amendment 003.
4. The parties agree to amend the agreement as follows:
 - a. In this Amendment, the term "Contractor" or "NWN" refers to NWN Corporation Inc. and the term "Court", "Customer", or "Client" refers to the Superior Court of California, County of Tehama.
 - b. The parties agree to incorporate Amendment 003 Statement of Work, attached hereto and made a part hereof.
 - c. Contractor agrees to complete the work described in Amendment 003 Statement of Work no later than August 18, 2015. The not-to-exceed amount for the work of this Amendment 003 is \$44,000.00.
 - d. The Contract Amount on the Coversheet of the Agreement is hereby increased to \$179,000.00.
5. The parties agree that if there is a conflict between the terms and conditions of this Amendment 003 and the terms and conditions of the Agreement, the terms and conditions of this Amendment 003 shall prevail.
6. Except as provided herein, all terms and conditions of the original Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 003 has been entered into by the parties hereto, effective upon the Effective Date.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Tehama	NWN Corporation Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Caryn A. Downing, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Matt Niemann, Vice President – Strategic Contracts
DATE EXECUTED 8-20-15	DATE EXECUTED 8/17/15
ADDRESS 633 Washington Street Red Bluff, CA 96080	ADDRESS 11931 Foundation Place, suite 250 Gold River, CA 95670

AMENDMENT 003 STATEMENT OF WORK

1. **Background and Scope.** The Court has requested that Contractor provide engineer(s) for the build and production implementation of the Court's network and datacenter infrastructure components and applications. Contractor will work in a collaborative fashion with the Court and any third party vendors throughout a series of engineering and implementation activities.
2. **Project Management Methodology.** An NWN Project Manager will be assigned to this project, utilizing the NWN project methodology, to ensure the successful delivery of this initiative as defined in this scope. The following outlines the roles and responsibilities of the NWN Project Manager:
 - a. Act as a single point-of-contact between the Court and NWN.
 - b. Conduct project kick-off, as may be requested by Court, and ensure thorough project communication with project stakeholders and team members.
 - c. Develop and maintain detailed project plan, task plan, schedule and communications plan.
 - d. Prepare, distribute and communicate regular status, action item and related project reports.
 - e. Manage project scope and respond to change requests by initiating the Project Change Request (PCR) process to identify the needed change and effects it will have on the project along with funding that may be needed to complete the change. This PCR will be reviewed and agreed to by NWN and client prior to the change being implemented.
 - f. Define and manage the escalation process.
 - g. Review all Project Documentation and Deliverables.
 - h. Oversee knowledge transfer, as may be required.
 - i. In the event of a change of scope, NWN Project Management will work with the Court to agree on next steps and execute a Project Change Request (PCR).
3. **Production Datacenter Configuration.** The objective of this phase is to complete the Tehama Courts Datacenter implementation by implementing and reconfiguring current Tehama Courts datacenter devices and services. The following represents the tasks associated with NWN's approach to this phase:
 - a. Active Directory configuration to support exchange, file and print services.
 - b. Complete build of Windows File/Print server with directory structure and printer assignments per design.
1)NWN will work with the Court to identify and import files and directories as available from end user stations and provide instruction to Tehama Courts staff on moving identified data
 - c. Complete build of Microsoft WSUS

Deliverables:

- Production Tehama Courts datacenter storage, network, and compute infrastructure and configurations implemented.
- Production Tehama Courts Windows file/print server and associate configurations implemented.
- Documented datacenter configuration; VCenter servers, and an as-built and delivered datacenter infrastructure inventory.
- Deployment of WSUS per best practices.

4. **Production Application Configuration and Support.** The objective of this phase is to complete the Tehama Courts infrastructure services implementation by configuring and tuning required services and applications. The following represents the tasks associated with NWN's approach to this phase. These tasks will be performed upon Customer's request:

- a. Upon the Court's request, NWN will provide forty (40) hours of support within a thirty (30) day period to Tehama Courts for configuration and tuning of Microsoft Active Directory, Microsoft Exchange, current Antivirus software, Microsoft Updates/WSUS services applications and infrastructure services and general support and tuning of the Tehama Courts infrastructure as built.

Deliverables:

- Application support and tuning as detailed herein.

5. Transition Phase. Activities in this phase of the project include:

- a. Transfer to customer support – NWN will provide final AS Built documentation to the Court on the solution implementation and transition the project to the Court's technical support staff

Deliverables:

- As-built documentation

6. Out of Scope. Any area not specifically presented in this scope of work is considered outside the scope of this project. Changes to the scope must be agreed upon and set forth in a signed amendment to this scope of work. Additional (or lower) charges may apply to incorporate the requested changes. Changes will not become effective until agreed upon in writing by both the Court and NWN.

7. Customer Requirements and Assumptions.

- a. The work effort assumes a continuous work effort that is established at the beginning of the project based on a project plan. If delays occur in the installation process due to Court-related issues, then a change order will need to address any additional costs that arise due to any delay. Any change order will be made pursuant to the terms and conditions of the Agreement.
- b. The work effort in this proposal is a time and materials engagement. Hours referenced below are an educated and considered estimate of work. Customer will be invoiced for actual hours worked by NWN staff.
- c. NWN is not responsible for configuration changes on any equipment not specifically stated in this statement of work.
- d. All NWN work effort will occur during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) unless specifically mentioned herein. If there is additional after-hours work that needs to occur, then Customer will be charged the noted after-hours rate.
- e. Customer will reimburse NWN for approved travel as stated in section 8 below.
- f. Customer must provide a dedicated point of contact for the entirety of this project. Customer's contact must be available during major steps in the installation process. If the Customer's contact is not available during the process and schedules slide due to Customer unavailability, then Customer's costs may increase due to the delayed schedule. NWN will not increase the cost without a signed amendment to the Agreement.
- g. Customer and NWN will mutually agree upon downtime prior to any installation and ensure this downtime is scheduled in advance so the Customer can make appropriate preparations at the facility.
- h. This scope of work does not include any planning, creation or adjustment of any Disaster Recovery Plan.
- i. Customer is responsible for providing/obtaining a valid SSL Certificate Authority and/or Trusted Certificates for any equipment or configurations as required during the installation work effort. Certificate requirements will be determined during the design phase of the project and must be met prior to proceeding with project tasks.
- j. This scope of work does not include any third party integrations with Exchange 2013, including Journaling, Faxing, Unified Communications, Mobile Device Management, or Blackberry Services.
- k. Customer will make arrangements for availability of any needed third-party service vendors.

8. Financials and Travel Reimbursement: Contractor will invoice and the Court will pay for the requested Services based on the rates stated in the table below and the terms and conditions of the Agreement. The stated rates are for time spent on the project both on-site and off-site. HOURS WORKED OTHER THAN NWN STANDARD BUSINESS HOURS WILL BE ASSESSED AT AFTER-HOUR RATES (time & half for weekday, double time for weekend after hours). NWN Standard Business Hours are Monday-Friday, 8am-5pm.

The requested Services are based on estimated costs. It is NWN's intention to provide realistic budgetary estimates for time and materials projects. The Customer understands that additional effort may be required to complete a time and materials project and that the Customer will be invoiced for the actual hours worked and there is a 4-hour minimum charge for all onsite work effort.

Customer agrees to provide NWN Corporation with updated contact information as needed.

Service Type (select one)	X	Time & Materials		
NPRO DATACENTER ARCHITECT	Estimated Hours = 0		\$200 / hour	

NPRO DATACENTER SENIOR ENGINEER	Estimated Hours = 220	\$165 / hour
NPRO DATACENTER SENIOR ENGINEER (AFTERHOURS RATE)	Estimated Hours = 8	\$247.50 / hour
NPRO NETWORK ARCHITECT	Estimated Hours = 6	\$200 / hour
NPRO NETWORK ARCHITECT (AFTERHOURS RATE)	Estimated Hours = 0	\$300 / hour
NPRO NETWORK SENIOR ENGINEER	Estimated Hours = 0	\$165 / hour
NPRO NETWORK SENIOR ENGINEER (AFTERHOURS RATE)	Estimated Hours = 0	\$247.5 / hour
PROJECT MANAGEMENT SERVICES	Estimated Hours = 4	\$135 / hour

Travel Expenses. In addition to providing fee compensation, Court will reimburse Contractor, in arrears and subject to appropriate receipts, for approved travel. Travel reimbursement is subject to the rates set forth below:

- a. Mileage reimbursement at the current rate of 57.5 cents per mile. Subject to adjustments made to the standard personal mileage reimbursement rate by the IRS.
- b. Meal reimbursement:
 - o Up to \$8.00 for breakfast
 - o **Up to \$12.00 for lunch
 - o Up to \$20.00 for dinner

** Lunch may not be reimbursed on trips of less than 24 hours.
Receipts will be provided upon request. Rates are subject to adjustments made to the Judicial Council of California Travel Rates and Guidelines and/or Trial Court Financial Policies and Procedures.
- c. Actual lodging cost per night, not to exceed the following rates supported by a zero balance :
 - o San Francisco County: \$150.00
 - o Alameda, San Mateo and Santa Clara Counties: \$140.00
 - o Monterey and San Diego Counties: \$125.00
 - o Los Angeles, Orange and Ventura Counties: \$120.00
 - o All other counties maximum reimbursement rates are: \$110.00

Rates are subject to adjustments made to the Judicial Council of California Travel Rates and Guidelines and/or Trial Court Financial Policies and Procedures.

Tehama Court

- I. Active Directory
 - Link GPO's to appropriate OU's as needed (Complete)
 - Create user accounts (Complete)
 - Create Distribution Groups (Complete)
 - Add members to Distribution Groups (Complete)

- II. File Services (Complete)
 - Build Windows Server (Complete)
 - Configure File Services Roles & Features (Complete)
 - Create User Shares (Complete)
 - Create Department Shares (Complete)
 - Create File/folder Structure (Complete)
 - Assign File/folder permissions (Complete)

- III. Print Services
 - Build Windows Server (Complete)
 - Configure Print Services Roles & Features(Complete)
 - Download Printer Drivers(Complete)
 - Add printers to Server(Complete)
 - Configure Printer GPO's to User OU's(Complete)

- IV. Microsoft Windows Server Update Service (WSUS) (Complete)
 - Build Windows Server(Complete)
 - Configure WSUS Roles & Features (Complete)
 - Configure WSUS GPO's for servers(Complete)
 - Configure WSUS GPO's for workstations(Complete)

- V. Veeam Backup Services (Complete)
 - Identify specific Veeam backup requirements for Exchange (Complete)
 - Identify specific Veeam backup requirements for SQL (Complete)
 - Identify specific Veeam backup requirements for Open Files (Complete)

- VI. SAP (Complete)
 - Troubleshoot network connectivity(Complete)
 - Test end-user application (URL) (Complete)

VII. CMS (Complete)

- Configure Printers in CMS (Walter) (Complete)

VIII. JSI (Complete)

- Build Windows Server(Complete)
- Install SQL server(Complete)
- Transfer data base to new server(Complete)
- Update JSI desktop icons for new server address(Complete)
- Testing(Complete)

IX. Microsoft Exchange

- AT&T email filtering services (AT&T) (Complete)
- Configure Exchange Send & Receive Connectors (NWN) (Complete)
- Update Firewall Rules/Network Objects (AT&T) (Complete)
- Change MX Record with Otech (Complete)
- Test email flow (Complete)

X. Virtual Machine Storage (Complete)

- Power up Dell Equal logic Storage(Complete)
- Configure 2 LUNs for VMware hosts (Complete)
- Present LUNs to hosts (Complete)
- Transfer VM's off local storage to Dell direct attach storage (Complete)



SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

Tab B
Subsection 6
Tyler, Inc. Contracts

AMENDMENT

This amendment ("Amendment") is made this 31st day of August 2015 by and between Tyler Technologies, Inc. ("Tyler") and the Superior Court of California, County of Tehama ("Individual Court").

WHEREAS, Tyler and the Individual Court are parties to a certain Participation Agreement dated December 31, 2013 ("Agreement"); and

WHEREAS, pursuant to the Agreement, Individual Court obtained a term license to use Tyler's Licensed Software to be provided by Tyler as a SaaS application; and

WHEREAS, Tyler and Individual Court amended the Agreement to allow Individual Court to utilize Tyler's Licensed Software on internal hardware systems to be provided and maintained by Individual Court and obtain a perpetual license to use the same; and

WHEREAS, Individual Court desires to have Tyler resume hosting the Licensed Software and providing access to the same through Tyler's data center;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Commencing on August 31, 2015 Tyler shall host and make available to Individual Court the Licensed Software. Tyler shall host the Licensed Software in its data center and make the same available pursuant to the Service Level Terms and Conditions attached hereto as Exhibit 1.
2. In consideration of Tyler's hosting the Licensed Software, Individual Court shall make payment to Tyler a prorated Hosting Fee of \$15,000 for the period commencing on execution of this Amendment through the current annual Maintenance and Support Term and annually in advance thereafter, provided, however, that the Hosting Fee may be increased each year by the same percentage as Annual Maintenance Fees may increase for the same period.
3. The parties understand and agree that any Maintenance and Support Fees currently due pursuant to the Agreement or which may become due thereunder are in addition to, and not in lieu of, the Hosting Fee.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: [Signature]
Name: JEFF PUCKETT
Title: VP Sales C&J
Date: 2 Sept 2015

Superior Court of California,
County of Tehama

By: [Signature]
Name: C. Tall Botelle
Title: Asst. Pres. Judge
Date: 8/31/15

Exhibit 1

Service Level Terms and Conditions

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined in this Exhibit 1 shall have the meanings assigned to such terms in the Software as a Service and Professional Services Agreement (the "Agreement").

1.2. Application Availability Period has the meaning set forth in Schedule 1-1.

1.3. Downtime means minutes during the Application Availability Period where the Licensed Software is not available as set forth in Section 1.5.

1.4. Operational Maintenance Window has the meaning set forth in Schedule 1-1.

TYLER RESPONSIBILITIES – APPLICATION AVAILABILITY AND OPERATIONS SUPPORT

1.5. Application Availability.

(a) Tyler shall use its commercially reasonable efforts to provide access to the Licensed Software during the Application Availability Period as set forth in the goals listed in Schedule 1-1.

(b) Tyler shall maintain a log of any system issues that result in Downtime of more than 1 hour, excluding: (i) scheduled maintenance by Tyler's Internet Service Provider or co-located data center; (ii) periods needed to deter or correct problems due to malicious attacks or denial of service attempts; (iii) Client hardware or network failure; (iv) negligent actions by Client's agents, employees, or vendors; and (v) events of Force Majeure.

1.6. Operations Support; Procedures for Reporting Downtime.

(a) Tyler shall provide Client with procedures for contacting support staff on a twenty-four hour, seven days a week basis for the limited purpose of reporting Downtime. Client agrees to designate no more than two (2) of Client's employees who are authorized to utilize this procedure after normal Business Hours.

(b) For each reported Downtime incident, Tyler shall assign appropriate personnel to diagnose and correct the Downtime. Tyler's initial response shall include an acknowledgement of notice of the Downtime, confirmation that Tyler has received sufficient information concerning the Downtime, and an action plan for resolving the Downtime.

1.7. Credit for Downtime.

(a) At the end of each calendar quarter, Tyler shall prepare a report for the prior three months detailing the average percentage of Downtime during that three month period.

(b) Client shall earn a credit towards the next annual payment as follows:

(i) if the average percentage of Downtime during the prior quarter is less than 4%, no Downtime credit shall be earned;

(ii) if the average percentage of Downtime during the quarter is between 4% and 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 3% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due; and

(iii) if the average percentage of Downtime is greater than 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 5% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due.

(c) The issuance by Tyler of any Downtime credit shall not relieve Tyler of its obligations to correct the problem that resulted in Downtime in accordance with its obligations herein. However, Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also be affected by Downtime.

(d) Notwithstanding the foregoing, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated annual SaaS Fee for any one quarter.

Schedule 1-1

Application Availability Period Service Levels

Type	Description	Goal
Application Availability Period	All operational time as set forth under "Goal", and which is outside the Operational Maintenance Window, and where Tyler has not announced its intent to perform maintenance at least forty-eight (48) hours in advance.	10:00 a.m. Central Time Sunday to 06:00 a.m. Central Time Sunday Total of 164 hours per week.
Operational Maintenance Window	<p>The Operational Maintenance Window happens weekly. During this time, Tyler can take its Odyssey servers off-line (no Internet access) and perform work on supporting hardware. Tyler will provide 48 hours notice to the Client if the Odyssey application will be unavailable during the maintenance period.</p> <p>The Application maintenance period includes upgrades or replacements of Tyler servers, data storage, data backup, and supporting hardware. This period also covers software maintenance items that include scheduled hot fixes, quarterly service releases, operating system security patches and upgrades, and so forth.</p> <p>If an Odyssey application hot fix must be performed outside the Application maintenance period and impacts application availability, Tyler will provide 24-hour notice to the Client.</p>	06:00 a.m. to 10:00 a.m. Central Time Sunday.
Backups	<p>Nightly backups of the following files will be completed: production databases, images, forms, and other documents.</p> <p>Client data transactions are saved every 15 minutes during the Application Availability Period. Every night, a full database backup is performed, including client images, forms, and other documents.</p> <p>Back-up media will be cycled off-site nightly to a fireproof vault.</p> <p>Nightly backups are stored offsite.</p>	Nightly



SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

Tab B

Subsection 7

AT&T, Inc. Consulting Services Contract

AT&T Consulting Change Order Form

NON-MA

1. Change Order References

SOW: 2452-80-9088 – Trusted Advisor
 AT&T Contract Number: 20150624-6756
 Change Order Number: 3

Effective Date: 8/21/15

2. Change Impact

☐ Scope of Work
☐ Engagement Team

☐ Deliverables
☐ [Other - Specify]

☒ Duration☒ Charges**3. Description of the Changes**Modified Scope of Work

This Change Order adds 100 hours to the length of the contract for Trusted Advisor Services.

Charge Adjustment

The additional estimated charge for this Change Order is \$35,000, for a total project estimated charge of \$142,700 USD.

The table below replaces the Estimated Charge table in Section 13 with the following table representing the total adjusted estimated charges for the project (including this and all previous Change Orders):

Task	Rate	Estimated Effort	Labor Charge
Trusted Advisor	\$ 350.00 / Hour	400 Hours	\$ 140,000 USD
QA & Engagement Management	\$ 225.00 / Hour	12 Hours	\$ 2,700 USD
Total		312 Hours	\$ 142,700 USD

Duration

The expected duration of the project is increased by 100 hours, with all work authorized in advance by the court.

4. Signatures

AUTHORIZED SIGNATURE
 Tehama Superior Court

Signature

Name Printed

Title

Date

ACCEPTANCE SIGNATURE
 AT&T Corp.

Signature

Name Printed

Title

Date

Jamie Byma

Manager

25 Sep 2015

CS-DL855B

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

NON-MA

20150624-6756

Vendor:
Customer: Tehama Superior Court
SOW Number: 2452-80-9088
SOW Name: Trusted Advisor
AT&T Contract Number:
Date of Submission: June 5th, 2015
Primary Work Site: Tehama Superior Court
633 Washington St.
Red Bluff CA, 96080

AT&T Corp. provides services under the brand AT&T Consulting.

This Statement of Work (SOW) constitutes an offer by AT&T Consulting to perform the services described herein. This offer may, at AT&T Consulting's option, be withdrawn if not signed and returned by the Tehama Superior Court within 15 days from the date of submission shown above.

This SOW is subject to the terms and conditions of the CALNET II (<http://www.calnet.ca.gov/>) contract, is an attachment to the Agreement, referenced by the ECATS Number above, entered into by AT&T Corp. and TEHAMA SUPERIOR COURT and is hereby incorporated into said Agreement. This SOW may only be modified by a written Change Order executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this SOW.

AUTHORIZED SIGNATURE
TEHAMA SUPERIOR COURT

Signature

Caryn A. Downing

Name Printed

Court Executive Officer

Title

June 5, 2015

Date

ACCEPTANCE SIGNATURE

AT&T Consulting Solutions, Inc.

Signature

Jamie Byma

Name Printed

Contract Manager

Title

29 Jun 2015

Date

CS-DL855B

CONFIDENTIAL INFORMATION

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1. Introduction

TEHAMA SUPERIOR COURT is contracting with AT&T Consulting to act in the capacity of a trusted advisor. Once engaged, AT&T Consulting will work with TEHAMA SUPERIOR COURT staff to identify additional objectives.

2. Description of Work

Overview

AT&T Consulting understands that TEHAMA SUPERIOR COURT is requesting us to act in the capacity of a trusted advisor. TEHAMA SUPERIOR COURT will purchase a block of consulting hours that will be consumed on a Time and Expense basis for advice in the capacity as a trusted advisor.

Scope

The scope of the assessment is detailed in the table below:

Activity	Scope
Act as a Trusted Advisor to TEHAMA SUPERIOR COURT	Description of Scope: Trusted Advisor to TEHAMA SUPERIOR COURT. Assessment Date: On or before June 8 th , 2015 Note: A change order may be needed depending on the overall scope.

3. Deliverables

The deliverables for this engagement include the following:

- Ongoing interaction and update(s) as it relates to our capacity to advise as a trusted partner.

4. Approach

AT&T Consulting will sponsor a "Project Kick-Off" meeting to: review this SOW, obtain any information required from TEHAMA SUPERIOR COURT but not yet received, and discuss working arrangements not defined in this SOW.

Each party will designate a Single Point of Contact (SPOC) that has the authority to represent such party and has decision-making authority for most matters. All material communications should be conducted through the SPOCs. Such communications should either be in writing or summed up in writing. However, it is recognized that for the sake of efficiency, there will need to be direct communications between AT&T Consulting team members and various TEHAMA SUPERIOR COURT employees. Any conversation that may have a material outcome on the success of the engagement will need to be documented and sent to the SPOCs.

AT&T Consulting and TEHAMA SUPERIOR COURT will establish a mutually agreeable working schedule and delivery plan as the first phase of this engagement.

5. Risks

AT&T Consulting has identified the following potential risks in being able to complete this engagement as defined in the deliverables and completion criteria sections. If any of these risks are in danger of occurring, AT&T Consulting shall invoke the Escalation Process. If any of these risks do occur, the parties agree to resolve the situation via the Change Order Process. Notwithstanding the foregoing, neither of the parties is bound to use the Change Order Process in the event of a material breach by the other party.

- Uncooperative TEHAMA SUPERIOR COURT personnel or other entities (e.g. they won't provide information, provide incorrect or incomplete information, won't allow our consultants on site, etc.).
- Inability to travel due to government action (such as grounding of airlines).

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- Delays in accessing network devices, systems, locations, documentation and people who are vital during the information collection phase of this project.
- The receipt of inaccurate information regarding the network design and configuration as provided by the client or its third-party resources.
- Investigative and testing activities performed by AT&T Consulting in connection with AT&T Consulting's services are not intended to interfere with or in any way disrupt any systems operations of TEHAMA SUPERIOR COURT before, during or after the activities. Nevertheless, services may cause interruptions in network service.

6. Assumptions

The assumptions below were used by AT&T Consulting to scope this engagement based on information provided to it by TEHAMA SUPERIOR COURT. If any of these assumptions prove to be invalid, the parties agree to resolve the situation via the Change Order Process. Notwithstanding the foregoing, neither of the parties is bound to use the Change Order Process in the event of a material breach by the other party.

- AT&T Consulting's evaluation of Client's systems and network devices will be covered by the Master Agreement and/or the AT&T Consulting Professional Services Agreement.
- There are no restrictions of test systems or software to be used by AT&T Consulting.
- AT&T Consulting will have the flexibility to set its own work location and hours provided that they do not interfere with Client's business or operations.
- AT&T Consulting assumes that there will not be any special conditions or restrictions that would affect a productive workday.
- All work will be performed contiguously unless otherwise agreed upon in the project plan.
- Sufficient network infrastructure exists to support the deliverables of this engagement. This includes, but is not limited to: bandwidth, connectivity, management tools and utilities, and security.
- Client's personnel will be cooperative and forthcoming with information.
- Client's other vendors and their personnel will be cooperative and forthcoming with information.
- AT&T Consulting will have access to systems, hardware, computer rooms, wiring closets, etc. that are necessary to accomplish the deliverables of this engagement.

All items listed in the Client Responsibilities section of the SOW are met, delivered, or provided (as appropriate) in a timely manner.

7. Coordination, Planning, & Project Initiation Meeting

AT&T Consulting recognizes the value of communication and ongoing collaboration with our customers. As such, we include a project initiation meeting (kick-off meeting) with all of our engagements. During the meeting, AT&T Consulting will address the following topics:

- Introduce key people at the TEHAMA SUPERIOR COURT and AT&T Consulting.
- Exchange contact information (for regular reporting and emergencies).
- Review scope of services.
- Review communication, notification, and issue escalation procedures.
- Discuss other specific TEHAMA SUPERIOR COURT requests and rules of engagement (e.g., periods during which AT&T Consulting should not perform testing).
- Discuss the involvement of the Client's technical staff in the project for the purpose of knowledge transfer and security
- AT&T Consulting will discuss the deliverables required at completion of the project, the designated recipient, and the manner in which AT&T Consulting will forward those deliverables.

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For the duration of the engagement, AT&T Consulting will conduct status meetings. The frequency of the status meetings will be determined at the kickoff meeting. AT&T Consulting will conduct the status meetings in person during the period of onsite performance and via a conference call during periods of remote work.

8. Completion Criteria

This engagement will be deemed completed when the following items have been accomplished:

- All deliverables specified in this SOW have been submitted.
- The key deliverables and findings have been presented to Client's executive sponsors of this engagement.

9. Client Responsibilities

TEHAMA SUPERIOR COURT agrees to provide timely access to all personnel, resources (including all necessary hardware, software, network access, adequate and secure workspace, and telephone access) and requested information that is deemed necessary by AT&T Consulting to ensure that AT&T Consulting can fulfill its commitments stated herein. When possible, AT&T Consulting will make reasonable efforts to provide lead-time to TEHAMA SUPERIOR COURT. Typically, this notification will occur at the weekly status meetings. However, it may be necessary from time to time to have a faster response level. In these cases TEHAMA SUPERIOR COURT agrees to respond within one (1) day.

TEHAMA SUPERIOR COURT also specifically agrees to:

- Assign a Single Point of Contact (SPOC) to represent TEHAMA SUPERIOR COURT. The SPOC will have decision-making authority for most matters that may arise and will serve as an escalation point for relevant security testing activities, per the rules of engagement and cease-and-desist procedures. This SPOC will also be the escalation point for critical vulnerabilities identified during the course of the engagement.
- Ensure that the SPOC be available to meet with AT&T Consulting a minimum of once a week for the Status meeting.
- The TEHAMA SUPERIOR COURT SPOC will be responsible to facilitate the scheduling of interviews and information gathering sessions within the Client's organization unless other arrangements are agreed upon by the SPOCs.
- The TEHAMA SUPERIOR COURT SPOC will be responsible to identify and coordinate with the appropriate individuals to review draft deliverables. These reviews must be within the agreed upon timeframe in order to maintain the engagement schedule.
- Provide all information and materials identified throughout the Statement of Work on time. To the best of Client's ability, all information will be complete and accurate, and will be available on or before the date required as per the project plan.
- Provide proper documentation for existing network.
- Provide AT&T Consulting with the necessary physical and/or system access required to complete the deliverables.
- Provide all necessary network access (logins, passwords, etc.) to AT&T Consulting at the start of the engagement.
- Provide AT&T Consulting with any relevant internal or external Service Level Agreements (SLAs) at the Kickoff meeting.
- Provide appropriate personnel to assist in identifying users of systems and contact information.
- Provide timely access to staff and personnel to answer questions regarding business or network information.
- Make TEHAMA SUPERIOR COURT assets (network, application and users) available for testing at appropriate points in this engagement.
- Make appropriate representatives available for the presentation of the final deliverable.
- Inform AT&T Consulting of any developments in other projects that might impact this engagement.
- Notify AT&T Consulting of and make available to AT&T Consulting all relevant and previously developed information and documentation.

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- Provide AT&T Consulting with all relevant documentation and information as it pertains to the business requirements and current network infrastructure at the Kickoff meeting.

If TEHAMA SUPERIOR COURT fails to perform any of the responsibilities set forth herein, the parties agree to resolve the situation via the Change Order Process. Notwithstanding the foregoing, neither of the parties is bound to use the Change Order Process in the event of a material breach by the other party.

10. Escalation Process

Both parties agree to use the following escalation process when a situation arises that either party feels could jeopardize the overall success of the engagement. Either party may initiate the escalation process, by contacting the named individual at the top of the table. If the initiating party feels that the situation: hasn't been adequately resolved; isn't being resolved quickly enough; or is of sufficient magnitude to cause significant damage to the overall relationship, they may proceed along the escalation path, as they deem appropriate. Initiation of this process is restricted to the individuals that are named in the escalation path for their party.

AT&T Consulting Escalation Path

Name	Title	Phone Number
Chris Vaughan	Business Development Manager	(510) 305-6367
Ted Franger	Professional Services Manager	(925) 381-8685
Todd Waskelis	Vice President, Security Consulting Services	(617) 721-7574
Dave Mingo	President	(952) 949-2489

TEHAMA SUPERIOR COURT Escalation Path

Name	Title	Phone Number
Caryn Downing	Court Executive Officer	(510) 508-7740

Escalations of a more tactical nature will be handled between the AT&T Consulting Engagement Manager and the appropriate Client's SPOC serving as an escalation point.

11. Initiation of Work

This engagement is scheduled to begin on or before June 8th, 2015. In order for work to begin, AT&T Consulting will require receipt of the fully executed SOW and any documents (e.g., purchase order or master contract) required by TEHAMA SUPERIOR COURT policy prior to the initiation of work. The Kickoff meeting will mark the official start of this engagement.

If for any reason both parties agree to start the engagement (i.e. conduct the Kickoff meeting) later than June 8th, 2015, any reference in this SOW to a specific start or completion date of a deliverable or other event shall be extended one business day for each business day that the Kickoff meeting is delayed.

12. Expected Duration

Based on the information provided to AT&T Consulting by TEHAMA SUPERIOR COURT and on our professional experience, AT&T Consulting estimates that the work will be completed in approximately four weeks. During the course of this engagement additional information will be learned about the engagement that may cause the time required to complete the engagement to differ. Changes to the Expected Duration will be addressed via the Change Order Process.

13. Estimated Charges and Expenses

The rate structure for this engagement is as follows:

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Task	Rate	Estimated Effort	Labor Charge
Trusted Advisor	\$ 350.00 / Hour	100 Hours	\$ 35,000 USD
QA & Engagement Management	\$225.00 / Hour	12 Hours	\$2,700 USD
Total		224 Hours	\$ 37,700 USD

AT&T Consulting will provide regular status updates to TEHAMA SUPERIOR COURT so that the budgetary impacts may be monitored as work progresses. If during the course of the engagement, it is determined that the work will extend past the expected duration, then the Change Order Process will be used to provide additional funding. Both parties agree and acknowledge that this engagement is a variable-cost offering and should not be considered a "fixed priced bid" nor a "not to exceed" quote. Rather, work will be billed at actual costs incurred.

The above estimated labor charge excludes travel and related expenses. TEHAMA SUPERIOR COURT is responsible for paying all reasonable out-of-pocket expenses. TEHAMA SUPERIOR COURT authorizes such travel and related expenses by executing this Statement of Work.

14. Invoicing and Payment

TEHAMA SUPERIOR COURT is responsible for all applicable taxes, except for taxes due on the net income of AT&T and / or AT&T Consulting.

15. Change Order Process

The parties agree that this SOW may be amended by a Change Order Form signed by both parties for one or more of the following reasons:

- The occurrence of any of the Risks.
- The invalidation of any of the Assumptions.
- Failure of TEHAMA SUPERIOR COURT to meet its Client Responsibilities.
- Changes in the Description of Work, Scope of Work or Deliverables requested by TEHAMA SUPERIOR COURT and agreed to by AT&T Consulting.
- Delays caused by factors outside of AT&T Consulting's control.
- The occurrence of any other event or the discovery of any other information that affects AT&T Consulting's ability to perform the engagement as specified herein.
- Any other mutually agreeable reason.

The remedy to any of the above may include changes to: the composition of the engagement team, duration, delivery schedule, pricing, scope of the engagement and/or deliverables.

TEHAMA SUPERIOR COURT will obtain the necessary approvals, signatures and, if required, a purchase order for any additional costs. TEHAMA SUPERIOR COURT will return the signed form to AT&T Consulting who will countersign the form and distribute it to the appropriate parties.

Whenever there is a conflict between the terms of a fully executed Change Order Form and those in this SOW, or a previous fully executed Change Order Form, the terms of the most recent fully executed Change Order Form shall prevail.

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16. Engagement Contacts

Tehama Superior Court

Caryn Downing
633 Washington St.
Red Bluff CA, 96080
(510) 508-7740

AT&T Consulting

Christopher Vaughan
Business Development Manager
AT&T Consulting
5130 Hacienda Drive
Dublin, CA 94568
Phone: (510) 305-6367
Email: chris.vaughan@att.com

Ted Franger
Western Regional Operations Manager
AT&T Security Consulting
2600 Camino Ramon
San Ramon, CA 94583
Phone: (925) 381-8685
Email: Ted.Franger@att.com

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AT&T Consulting Change Order Form

1. Change Order References

SOW: 2452-80-9088 – Trusted Advisor

AT&T Contract Number: _____

Change Order Number: 1

Effective Date: 6/23/15

2. Change Impact

☐ Scope of Work

☐ Deliverables

☒ Duration

☒ Charges

☐ Engagement Team

☐ [Other - Specify]

3. Description of the Changes

Modified Scope of Work

This Change Order adds 100 hours to the length of the contract for Trusted Advisor Services.

Charge Adjustment

The additional estimated charge for this Change Order is \$35,000, for a total project estimated charge of \$72,700 USD.

The table below replaces the Estimated Charge table in Section 13 with the following table representing the total adjusted estimated charges for the project (including this and all previous Change Orders):

Task	Rate	Estimated Effort	Labor Charge
Trusted Advisor	\$ 350.00 / Hour	200 Hours	\$ 70,000 USD
QA & Engagement Management	\$225.00 / Hour	12 Hours	\$ 2,700 USD
Total		212 Hours	\$ 72,700 USD

Duration

The expected duration of the project is increased by 100 hours.

4. Signatures

AUTHORIZED SIGNATURE

Tehama Superior Court

Signature

Name Printed

Title

Date

ACCEPTANCE SIGNATURE

AT&T Corp.

Signature

Name Printed

Business Development Manager

Title

Date

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AT&T Consulting Change Order Form

1. Change Order References

SOW: 2452-80-9088 -- Trusted Advisor

AT&T Contract Number: _____

Change Order Number: 2

Effective Date: 7/13/15

2. Change Impact

☐ Scope of Work
☐ Engagement Team☐ Deliverables
☐ [Other - Specify]☒ Duration☒ Charges

3. Description of the Changes

Modified Scope of WorkThis Change Order adds 100 hours to the length of the contract for Trusted Advisor Services.Charge AdjustmentThe additional estimated charge for this Change Order is \$35,000, for a total project estimated charge of \$107,700 USD.The table below replaces the Estimated Charge table in Section 13 with the following table representing the total adjusted estimated charges for the project (including this and all previous Change Orders):

Task	Rate	Estimated Effort	Labo. charge
Trusted Advisor	\$ 350.00 / Hour	300 Hours	\$ 105,000 USD
QA & Engagement Management	\$ 225.00 / Hour	12 Hours	\$ 2,700 USD
Total		412 Hours	\$ 107,700 USD

Duration

The expected duration of the project is increased by 100 hours.

4. Signatures

AUTHORIZED SIGNATURE
Tehama Superior Court

Signature

Name Printed

Title

Date

ACCEPTANCE SIGNATURE
AT&T Corp.

Signature

Name Printed

Title

MANAGER

Title

Date

Date

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Version 1.1

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Residing Judge, John's Caravento

July 29, 2015
Date

AT&T Consulting Change Order Form

NON-MA

1. Change Order References

SOW: 2452-80-9088 – Trusted Advisor
 AT&T Contract Number: 20150624-6756
 Change Order Number: 3

Effective Date: 8/21/15

2. Change Impact

☐ Scope of Work
☐ Engagement Team

☐ Deliverables
☐ [Other - Specify]

☒ Duration☒ Charges**3. Description of the Changes**Modified Scope of Work

This Change Order adds 100 hours to the length of the contract for Trusted Advisor Services.

Charge Adjustment

The additional estimated charge for this Change Order is \$35,000, for a total project estimated charge of \$142,700 USD.

The table below replaces the Estimated Charge table in Section 13 with the following table representing the total adjusted estimated charges for the project (including this and all previous Change Orders):

Task	Rate	Estimated Effort	Labor Charge
Trusted Advisor	\$ 350.00 / Hour	400 Hours	\$ 140,000 USD
QA & Engagement Management	\$ 225.00 / Hour	12 Hours	\$ 2,700 USD
Total		312 Hours	\$ 142,700 USD

Duration

The expected duration of the project is increased by 100 hours, with all work authorized in advance by the court.

4. Signatures

AUTHORIZED SIGNATURE
 Tehama Superior Court

Signature

Name Printed

Title

Date

ACCEPTANCE SIGNATURE
 AT&T Corp.

Signature

Name Printed

Title

Date

Jamie Byma

Manager

25 Sep 2015

CS-DL855B

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab B
Subsection 8
Civil Case

PLD-C-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Dawn M. Ross (SBN 143028) / John A. Loveman (SBN 221343) Carle, Mackie, Power & Ross LLP 100 B Street, Suite 400 Santa Rosa, CA 95401 TELEPHONE NO.: (707) 526-4200 FAX NO. (Optional): (707) 526-4707 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA JUL 10 2015 COUNTY OF TEHAMA, CIVIL DIVISION CARYN A. DOWNING, CLERK OF THE COURT BY  DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF TEHAMA STREET ADDRESS: 633 Washington Street MAILING ADDRESS: Room 21 CITY AND ZIP CODE: Redbluff, CA 96080 BRANCH NAME:		
PLAINTIFF: CALIFORNIA SUPERIOR COURT COUNTY OF TEHAMA DEFENDANT: MARK D. MONTALVO		
<input checked="" type="checkbox"/> DOES 1 TO <u>50</u> , Inclusive <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):		
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		CASE NUMBER: 70936

1. Plaintiff^a (name or names): **CALIFORNIA SUPERIOR COURT COUNTY OF TEHAMA**

alleges causes of action against defendant^a (name or names): **MARK D. MONTALVO and DOES 1-50, Inclusive**

2. This pleading, including attachments and exhibits, consists of the following number of pages: **5**

3. a. Each plaintiff named above is a competent adult

☒ except plaintiff (name): **CALIFORNIA SUPERIOR COURT COUNTY OF TEHAMA**

(1) ☐ a corporation qualified to do business in California

(2) ☐ an unincorporated entity (describe):

(3) ☒ other (specify): **Governmental Entity**

b. ☐ Plaintiff (name):

a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):

b. ☐ has complied with all licensing requirements as a licensed (specify):

c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person

☐ except defendant (name):

☐ except defendant (name):

(1) ☐ a business organization, form unknown

(2) ☐ a corporation

(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

(1) ☐ a business organization, form unknown

(2) ☐ a corporation

(3) ☐ an unincorporated entity (describe):

(4) ☐ a public entity (describe):

(5) ☐ other (specify):

^aIf this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

Page 1 of 2

PLD-C-001

SHORT TITLE:

CA Superior Court Co of Tehama v Montalvo, et al.

CASE NUMBER:

4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

(1) ☒ Doe defendants (specify Doe numbers): 1-25 were the agents or employees of the named defendants and acted within the scope of that agency or employment.(2) ☒ Doe defendants (specify Doe numbers): 1-50 are persons whose capacities are unknown to plaintiff.c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):5. ☐ Plaintiff is required to comply with a claims statute, anda. ☐ has complied with applicable claims statutes, orb. ☐ is excused from complying because (specify):6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

a. ☒ a defendant entered into the contract here.b. ☐ a defendant lived here when the contract was entered into.c. ☒ a defendant lives here now.d. ☐ the contract was to be performed here.e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.f. ☐ real property that is the subject of this action is located here.g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

☐ Breach of Contract☐ Common Counts☒ Other (specify): **Intentional Tort, General Negligence**9. ☒ Other allegations: **Exemplary Damages**

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

a. ☐ damages of: \$b. ☐ interest on the damages(1) ☐ according to proof(2) ☐ at the rate of (specify): percent per year from (date):c. ☒ attorney's fees(1) ☐ of: \$(2) ☐ according to proof.d. ☒ other (specify): **Damages according to proof and injunctive relief.**11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):Date: **July 10, 2015**Dawn M. Ross

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

PLD-PI-001(3)

SHORT TITLE:

CA Superior Court Co of Tehama v Montalvo, et al.

CASE NUMBER

FIRST

CAUSE OF ACTION- Intentional Tort

Page 3

(number)

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

IT-1. Plaintiff (name): CALIFORNIA SUPERIOR COURT COUNTY OF TEHAMA

alleges that defendant (name): MARK D. MONTALVO

☒ Does 1 to 50

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant intentionally caused the damage to plaintiff

on (date): on or about July 3, 2015 and continuing

at (place): Redbluff, California, Tehama County

(description of reasons for liability):

Intentional Tort - Conversion:

Defendant Montalvo was the Director of Information Technology for the Superior Court of the State of California, County of Tehama. His employment was terminated on June 26, 2015. As Director of IT, Defendant possessed critical passwords and had access to all of the Court's essential IT systems, including its email, phone, calendaring, CMC, and jury systems. When Defendant left the Court's employ, he provided the Court with incorrect password information for critical passwords. When Defendant failed to provide the correct passwords, Plaintiff sent Defendant two letters demanding return of the critical IT codes, and explaining that California Penal Code section 502 prohibits computer crimes and various forms of unauthorized access to government entity computer systems. Defendant failed to return the critical passwords and, on information and belief, sabotaged the Court's computer system. On July 9, 2015, while investigating the source of its computer system problems, the Court determined that on July 3, 2015 at 1:58 p.m., someone had logged into the Administrator account, controlled by Defendant, and deleted two hard drives containing all of the Court's infrastructure for Tehama County, and had emptied it from the trash bin. At this point, the Court's CMC system is non-operational, its phone, email and website are non-operational, along with its jury summons system and other critical court systems. The Court has already spent over one hundred thousand dollars (\$100,000) hiring professionals to try to restore its system, but does not yet know if that is possible. Defendant's conduct has and will cause the Plaintiff damages in excess of the minimal jurisdiction of the Court.

Page 1 of 1

PLD-PI-001(2)

SHORT TITLE:

CA Superior Court Co of Tehama v Montalvo, et al.

CASE NUMBER:

SECOND

CAUSE OF ACTION- General Negligence

Page 4

(number)

ATTACHMENT TO ☐ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff (name): CALIFORNIA SUPERIOR COURT COUNTY OF TEHAMA

alleges that defendant (name): MARK D. MONTALVO

☒ Does 1 to 50

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on (date): on or about July 3, 2015

at (place): Redbluff, California, Tehama County

(description of reasons for liability) :

Disseminating the IT systems described herein.

PLD-PI-001(6)

SHORT TITLE:

CA Superior Court Co of Tehama v Montalvo, et al.

CASE NUMBER:

Exemplary Damages Attachment

Page 5ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

EX-1. As additional damages against defendant (name):

MARK D. MONTALVO

Plaintiff alleges defendant was guilty of

☒ malice☒ fraud☒ oppression

as defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

Defendant intentionally withheld critical passwords from Plaintiff and sabotaged its computer system as set forth above.

EX-3. The amount of exemplary damages sought is

a. ☐ not shown, pursuant to Code of Civil Procedure section 425.10.b. ☐ \$

Page 1 of 1

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CALIFORNIA SUPERIOR COURT, COUNTY OF TEHAMA
6
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8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF TEHAMA

10 CALIFORNIA SUPERIOR COURT,
COUNTY OF TEHAMA,

11 Plaintiff,

12 v.

13 MARK D. MONTALVO,

14 Defendant.
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Case No. **CI 70936**

**ORDER REGARDING
PLAINTIFF'S *EX PARTE* APPLICATION
FOR TEMPORARY RESTRAINING
ORDER AND AN ORDER TO SHOW
CAUSE; ISSUING TEMPORARY
RESTRAINING ORDER AND
ORDERING DEFENDANT TO SHOW
CAUSE WHY PRELIMINARY
INJUNCTION SHOULD NOT ISSUE**

Date: July 10, 2015

Time: 4:00 p.m.

Dept.: 6

Complaint Filed: July 10, 2015

19
20 Having read and considered Plaintiff's *Ex Parte* Application for a Temporary Restraining
21 Order and an Order to Show Cause why a Preliminary Injunction Should Not Issue and FOR
22 GOOD CAUSE APPEARING, IT IS HEREBY ORDERED that Plaintiff's *Ex Parte* application
23 is **GRANTED**.

24 Accordingly, it is also ordered as follows:

25 (1) Defendant is ordered to immediately cease and desist from taking any further action
26 to disrupt or interfere with Plaintiff's business in general and its IT and computer systems in
27 particular;
28

FILED
SUPERIOR COURT OF CALIFORNIA

JUL 10 2015
COUNTY OF TEHAMA, CIVIL DIVISION
CARYN A. DOWNING, CLERK OF THE COURT
BY  DEPUTY

1 (2) Defendant is ordered to immediately turn over to Plaintiff all passwords in his
2 possession, custody and/or control within 24 hours of service of this order;

3 (3) Defendant is ordered to immediately turn over to Plaintiff all of the Court's
4 personal and intellectual property that Defendant has in his possession, custody and/or control,
5 including but not limited to any hardware, software, back-ups, and electronically stored
6 information within 24 hours of service of this order; and

7 (4) Defendant is ordered not to alter or destroy any intellectual, electronic, computer, or
8 other property belonging to Plaintiff which is currently in Defendant's possession, custody and/or
9 control.

10 Additionally, an Order to Show Cause Hearing to address why a preliminary injunction
11 should not issue is scheduled for July 20, 2015, in Department 1 of the
12 TEHAMA County Superior Court, at 130 P.M. If Defendant intends to oppose the
13 Preliminary Injunction, Defendant's papers must be filed no later than July 15, 2015 and
14 Plaintiff's reply must be filed no later than July 17, 2015.

15 **IT IS SO ORDERED.**

16 Dated: July 10, 2015


JUDGE OF THE SUPERIOR COURT

1 DAWN M. ROSS (SBN 143028).
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8 Attorneys For Plaintiff

FILED
 SUPERIOR COURT OF CALIFORNIA

JUL 24 2015

COUNTY OF TEHAMA, CIVIL DIVISION
 CARYN A. DOWNING, CLERK OF THE COURT
 BY  DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF TEHAMA

9 CALIFORNIA SUPERIOR COURT,
 10 COUNTY OF TEHAMA,

11 Plaintiff,

12 v.

13 MARK D. MONTALVO,

14 Defendant.

Case Nos. **70936**

BY FAX

**DECLARATION OF RYAN WENTZEL
 IN SUPPORT OF ISSUANCE OF
 PRELIMINARY INJUNCTION &
 CONTEMPT FOR VIOLATION OF TRO**

Date: August 6, 2015

Time: 3:00 p.m.

Dept.: 1

15 I, Ryan Wentzel, hereby declare:

16 1. I am currently employed as a W-2 Employee by AT&T acting in the capacity of
 17 the Incident Response and Forensics Practice Lead. The Tehama County Superior Court retained
 18 AT&T in June 2015, to help transition the IT Department as it prepared to terminate the Court's
 19 sole IT employee, Mark Montalvo.

20 2. On June 10, 2015, I came to the Red Bluff Historical Courthouse and met with the
 21 court's CEO, Caryn Downing, in her private office. As part of my investigation, I disconnected
 22 the Ethernet cables from Ms. Downing's computer and VoIP telephone and connected my laptop
 23 into the court's network to perform a limited scope device discovery and vulnerability
 24 assessment. Within a short duration, Mr. Montalvo notified court administration of a rogue
 25 device attached to the network from within Ms. Downing's office.

26 3. On June 12, 2015, I was asked to meet with Defendant Montalvo, prior to him
 27 being placed on administrative leave, in an attempt to obtain passwords and other information.
 28

CARLE, MACKIE,
 POWER & ROSS LLP

1 critical to maintaining continuity of the court's IT systems. Without these administrative
2 passwords it would not possible to gain sufficient visibility to ensure unauthorized access could
3 not occur going forward. Mr. Montalvo provided limited documentation, that I later determined
4 was outdated and inaccurate.

5 4. From June 12, 2015 thru June 26, 2015, AT&T's primary objective was to deploy
6 enhanced monitoring capabilities, gain an understanding of the environment to assist with
7 interviews of suitable IT candidates, and to aid with knowledge transfer of the new IT Staff.

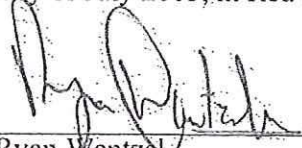
8 5. On June 26, 2015, I again met with Defendant Montalvo in the Red Bluff
9 Historical Courthouse in an attempt to retrieve outstanding documentation and administrative
10 credentials that were discovered to be inaccurate or missing during our investigation. Of
11 significance were two key passwords; those which corresponded to the "root" account of the
12 VMWare ESXi Hypervisor console, and the "enable" account of two (2) Cisco ASA5505
13 Firewalls. Additionally, no formalized IT documentation had been located.

14 6. I asked Mr. Montalvo for the two key administrative passwords and his IT
15 documentation. He told me they were stored within his "Roaming User Profile." Using my
16 laptop screen, I showed Mr. Montalvo this specific location on the network and he confirmed
17 this was the appropriate location that should contain his documentation. There were no relevant
18 files. When I showed this to Mr. Montalvo, he refused to provide additional information until he
19 was "returned to duty."

20 7. On July 3, 2015, a court holiday, the court's computer system "went down."
21 Subsequent investigation revealed a nefarious actor had remotely accessed the court's IT system
22 between July 3, 2015 1355 hours, and July 3, 2015 1423 hours performing intentional data
23 deletion.

24 8. Specific and targeted commands were executed during the July 3, 2015 intrusion
25 timeframe to perform the data deletion. Our investigation and review of logging sources do not
26 indicate reconnaissance activities were performed, thereby indicating the nefarious actor had
27 intricate knowledge of the administrative credentials, configurations and topology of the IT
28 systems to carry out the activities.

1 I declare under penalty of perjury under the laws of the State of California that the
2 forgoing is true and correct. Dated this 23rd day of July 2015, in Red Bluff, California.

3
4  23 Jul 2015
5 Ryan Wentzel
6 AT&T Security Solutions
7 Incident Response and Forensics Practice Lead
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7
8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF TEHAMA

10 CALIFORNIA SUPERIOR COURT,
COUNTY OF TEHAMA,

11 Plaintiff,

12 v.

13 MARK D. MONTALVO,

14 Defendant.

Case Nos. 70936

BY FAX

**DECLARATION OF JEREMY STETSER
IN SUPPORT OF ISSUANCE OF
PRELIMINARY INJUNCTION &
ORDER OF CONTEMPT FOR
VIOLATION OF TRO**

Date: August 6, 2015

Time: 3:00 p.m.

Dept.: 1

15
16 I, Jeremy Stetser, hereby declare:

17 1. I am an IT Specialist/Solutions Engineer with NWN Corporation. The Tehama
18 County Superior Court retained NWN in July 2015, after its computer system became non-
19 functional.

20 2. On July 8, 2015, I began troubleshooting the court's IT environment remotely to
21 find out why the court's entire system was non-functional.

22 3. Only July 9, 2015, I arrived at the Court and discovered that the system failure
23 was caused by someone accessing the court's IT system remotely, accessing the administrator
24 account for the Dell RAID storage device, containing 24 hard drives (housing two volumes
25 named tscvol1/tscvol2), and using administrative passwords to delete all data from these 24
26 devices.

27 4. The data trail, attached hereto as Exhibit A, tells us that on July 3, 2015, at 1:58
28 p.m., the Administrator account logged in and deleted the two volumes (hard drives) named


1 tscvol1/tscvol2. These volumes contained all of the server infrastructure for the Tehama court.
2 This wholesale destruction of the court's computer system was methodically done in less than a
3 half-hour, by someone with the key passwords. This means it had to have been done by
4 someone who not only had the passwords, but had extensive knowledge of the court's IT system.

5 5. Between July 3, 2015 and July 16, 2015, the court had no operational phones,
6 email, website, case management system, or saved files. On July 16, 2015, we were able to
7 restore the phones, but as of the date of this declaration, the court still has no email, website, or
8 saved files. On July 21, 2015, we were able to obtain a running version of the Court's case
9 management system with a last running date of March 17, 2015 - data from March 17-July 3,
10 2015, has not been recovered.

11 6. On July 14, 2015, I was present at Defendant Montalvo's home when law
12 enforcement served him with a search warrant. At that time, law enforcement collected all
13 computer equipment they could locate. It appears that several pieces of the computer equipment
14 found in Mr. Montalvo's home were purchased by, and belong to, the Tehama court.

15 7. Despite the TRO, Defendant Montalvo has still not turned over the passwords to
16 the court, or the court's data back-up. Without this information, the court's system is still
17 vulnerable to attack and partly non-operational.

18 I declare under penalty of perjury under the laws of the State of California that the
19 forgoing is true and correct. Dated this 23rd day of July 2015, in Red Bluff, California.

20
21  7-23-15
22 Jeremy Stetser

Severity	Date and Time	Member	ID	Message
Info	7/10/2015 1:07:11 PM	TSC-Dell-EqualLogic-1	25.2.16	GUI: Account grpadmin from 10.52.6.119 logged in to 10.52.6.112, using local authentication. User privilege is group-admin.
Info	7/9/2015 4:27:59 PM	TSC-Dell-EqualLogic-1	25.2.6	CLI: Account grpadmin logged out.
Info	7/9/2015 4:18:31 PM	TSC-Dell-EqualLogic-1	25.2.17	GUI: Account grpadmin from 10.52.6.119 to 10.52.6.112 logged out.
Info	7/9/2015 4:18:31 PM	TSC-Dell-EqualLogic-1	25.2.17	GUI: Account grpadmin from 10.52.6.119 to 10.52.6.112 logged out.
Info	7/9/2015 3:28:13 PM	TSC-Dell-EqualLogic-1	25.2.16	GUI: Account grpadmin from 10.52.6.119 logged in to 10.52.6.112, using local authentication. User privilege is group-admin.
Info	7/9/2015 3:26:09 PM	TSC-Dell-EqualLogic-1	25.2.9	CLI: Login to account grpadmin succeeded, using local authentication. User privilege is group-admin.
Warning	7/9/2015 3:26:08 PM	TSC-Dell-EqualLogic-1	46.3.1	Login to group using the lost password recovery procedure succeeded.
Info	7/9/2015 2:44:11 PM	TSC-Dell-EqualLogic-1	25.2.19	GUI: Account grpadmin from 10.52.6.119 tried to log in to 10.52.6.112 but failed local authentication.
Info	7/9/2015 2:44:05 PM	TSC-Dell-EqualLogic-1	25.2.19	GUI: Account grpadmin from 10.52.6.119 tried to log in to 10.52.6.112 but failed local authentication.
Info	7/9/2015 2:43:58 PM	TSC-Dell-EqualLogic-1	25.2.19	GUI: Account grpadmin from 10.52.6.119 tried to log in to 10.52.6.112 but failed local authentication.
Info	7/9/2015 2:42:19 PM	TSC-Dell-EqualLogic-1	25.2.19	GUI: Account admin from 10.52.6.119 tried to log in to 10.52.6.112 but failed local authentication.
Info	7/9/2015 2:39:03 PM	TSC-Dell-EqualLogic-1	25.2.19	GUI: Account admin from 10.52.6.119 tried to log in to 10.52.6.112 but failed local authentication.
Info	7/9/2015 2:38:56 PM	TSC-Dell-EqualLogic-1	25.2.19	GUI: Account admin from 10.52.6.119 tried to log in to 10.52.6.112 but failed local authentication.
Error	7/9/2015 1:37:37 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:3596, iqn.1998-01.com.vmware:localhost:181572
Error	7/7/2015 4:36:05 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:3592, iqn.1998-01.com.vmware:localhost:181572
Error	7/7/2015 4:35:32 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:3586, iqn.1998-01.com.vmware:localhost:181572
Error	7/7/2015 4:34:59 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:3580, iqn.1998-01.com.vmware:localhost:181572
Error	7/7/2015 4:34:25 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:5622, iqn.1998-01.com.vmware:localhost:181572
Error	7/7/2015 1:09:05 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:35171, iqn.1998-01.com.vmware:localhost:18157
Error	7/7/2015 1:08:26 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:35165, iqn.1998-01.com.vmware:localhost:18157
Error	7/7/2015 1:07:53 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:35159, iqn.1998-01.com.vmware:localhost:18157
Error	7/7/2015 1:07:20 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:37201, iqn.1998-01.com.vmware:localhost:18157
Warning	7/3/2015 2:12:44 PM	TSC-Dell-EqualLogic-1	31.3.0	Tried to send e-mail event notification through SMTP server '10.52.6.29:25'. Failed with error 'Operation timed out'.
Info	7/3/2015 2:12:12 PM	TSC-Dell-EqualLogic-1	25.2.17	GUI: Account grpadmin from 10.52.3.12 to 10.52.6.112 logged out.
Info	7/3/2015 2:11:51 PM	TSC-Dell-EqualLogic-1	8.2.2	Volume vol1 successfully created.
Info	7/3/2015 2:11:07 PM	TSC-Dell-EqualLogic-1	8.2.3	Volume tscvol2-2015-07-03-14:10:48.5.1 successfully deleted.
Info	7/3/2015 2:11:06 PM	TSC-Dell-EqualLogic-1	8.2.3	Volume tscvol1-2015-07-03-14:10:36.4.1 successfully deleted.
Error	7/3/2015 2:10:46 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-72e5b93c1-559b8c309af53daf-tscvol2' from initiator '10.52.50.133:2290, iqn.1998-01.com.vmware:localhost:181572;
Error	7/3/2015 2:10:46 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-72e5b93c1-559b8c309af53daf-tscvol2' from initiator '10.52.50.132:7902, iqn.1998-01.com.vmware:localhost:181572;
Error	7/3/2015 2:10:45 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-72e5b93c1-559b8c309af53daf-tscvol2' from initiator '10.52.50.113:65073, iqn.1998-01.com.vmware:localhost:49495;
Error	7/3/2015 2:10:45 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-72e5b93c1-559b8c309af53daf-tscvol2' from initiator '10.52.50.112:56307, iqn.1998-01.com.vmware:localhost:49495;
Error	7/3/2015 2:10:45 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-72e5b93c1-559b8c309af53daf-tscvol2' from initiator '10.52.50.122:35898, iqn.1998-01.com.vmware:localhost:133708;
Error	7/3/2015 2:10:45 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-72e5b93c1-559b8c309af53daf-tscvol2' from initiator '10.52.50.123:2993, iqn.1998-01.com.vmware:localhost:133708;
Info	7/3/2015 2:10:42 PM	TSC-Dell-EqualLogic-1	7.2.49	Volume tscvol2 was set offline by the administrator.
Error	7/3/2015 2:10:32 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.122:35897, iqn.1998-01.com.vmware:localhost:13370
Error	7/3/2015 2:10:32 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.123:2992, iqn.1998-01.com.vmware:localhost:133708
Error	7/3/2015 2:10:32 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.113:65072, iqn.1998-01.com.vmware:localhost:49495
Error	7/3/2015 2:10:32 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.112:56306, iqn.1998-01.com.vmware:localhost:49495
Error	7/3/2015 2:10:31 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.132:7901, iqn.1998-01.com.vmware:localhost:181572
Error	7/3/2015 2:10:31 PM	TSC-Dell-EqualLogic-1	7.4.3 7.4.24	iSCSI login to target '10.52.50.110:3260, iqn.2001-05.com.equallogic:8-661fc6-6dd5b93c1-4bbb8c309ac53daf-tscvol1' from initiator '10.52.50.133:2289, iqn.1998-01.com.vmware:localhost:181572
Info	7/3/2015 2:10:28 PM	TSC-Dell-EqualLogic-1	7.2.49	Volume tscvol1 was set offline by the administrator.
Info	7/3/2015 1:58:46 PM	TSC-Dell-EqualLogic-1	25.2.16	GUI: Account grpadmin from 10.52.3.12 logged in to 10.52.6.112, using local authentication. User privilege is group-admin.
Warning	6/13/2015 6:10:10 PM	TSC-Dell-EqualLogic-1	46.3.3	CLI: Login to account uucp from 10.52.6.24 failed.
Warning	6/13/2015 6:10:07 PM	TSC-Dell-EqualLogic-1	46.3.3	CLI: Login to account nobody from 10.52.6.24 failed.
Warning	6/13/2015 6:10:05 PM	TSC-Dell-EqualLogic-1	46.3.3	CLI: Login to account nobody from 10.52.6.24 failed.
Warning	6/13/2015 6:09:54 PM	TSC-Dell-EqualLogic-1	46.3.3	CLI: Login to account daemon from 10.52.6.24 failed.
Warning	6/13/2015 6:09:51 PM	TSC-Dell-EqualLogic-1	46.3.3	CLI: Login to account bin from 10.52.6.24 failed.
Warning	6/13/2015 6:08:50 PM	TSC-Dell-EqualLogic-1	46.3.3	CLI: Login to account root from 10.52.6.24 failed.

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6 County Of Tehama

FILED
SUPERIOR COURT OF CALIFORNIA
AUG -6 2015
COUNTY OF TEHAMA, CIVIL DIVISION
CARYN A. DOWNING, CLERK OF THE COURT
BY  DEPUTY

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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF TEHAMA

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11 CALIFORNIA SUPERIOR COURT,
COUNTY OF TEHAMA, a governmental
12 entity,

13 Plaintiff,

14 v.

15 MARK D. MONTALVO, and individual; and
DOES 1-50, inclusive,

16 Defendants.
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19

Case No: CI 70936

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

- (1) Cyber-Fraud/Deceit
- (2) Civil Claim Under Penal Code §502(e)
- (3) Breach of Duty of Loyalty to Employer
- (4) Invasion of Privacy
- (5) Conversion
- (6) Trespass
- (7) Negligence
- (8) Violation of Labor Code Section 2865
- (9) Violation of Labor Code Section 2854

Unlimited Civil

20 Plaintiff, the Superior Court for the State of California, County of Tehama, a
21 governmental entity ("Plaintiff"), hereby asserts the following First Amended Complaint against
22 Defendant Mark D. Montalvo, an individual ("Defendant"); and DOES 1-50, inclusive:

23 **THE PARTIES**

24 1. Plaintiff is, and at all times mentioned herein was, a governmental entity of the
25 State of California, which is responsible for the administration of justice in Tehama County, CA.

26 2. Defendant is an individual, who until recently, was employed as Plaintiff's
27 Director of Information Technology.

28 3. Plaintiff lacks knowledge concerning the true names and capacities of the

1 Defendants sued herein as Does 1 through 50, inclusive, and therefore sues these Defendants by
2 such fictitious names. Plaintiff will amend this Complaint to allege their true names and
3 capacities when that information has been ascertained. Plaintiff is informed and believes, and
4 based thereon, alleges that each of the Defendants named as a Doe is responsible in some manner
5 for the events that are alleged and is liable to Plaintiff as set forth herein.

6 4. Plaintiff alleges that at all times herein mentioned, each and every Defendant was
7 the agent and employee of each and every other Defendant, and in doing the acts alleged, was
8 acting within the course and scope of such agency and employment, and was acting with the
9 consent, permission and authorization of each of the remaining Defendants. All actions by each
10 Defendant herein were ratified and approved by each of the other Defendants.

11 JURISDICTION AND VENUE

12 5. Tehama County is the proper venue for this action because the employment
13 relationship was in Tehama County, and the tortious and wrongful acts that form the basis for
14 this complaint occurred in Tehama County, California and caused damage to Plaintiff in Tehama
15 County, California. Additionally, the real property that is the basis of Plaintiff's trespass cause
16 of action is located in Tehama County.

17 GENERAL ALLEGATIONS

18 6. From December 1, 2013 until June 26, 2015, Defendant was employed as
19 Plaintiff's Director of Information Technology ("Director of IT"). As Plaintiff's Director of IT,
20 Defendant possessed critical passwords and had access to all of the Court's essential IT systems
21 and networks, including its email, phone, CMS, and jury systems, all of which are required for
22 the Court to remain open and functioning on a day-to-day basis.

23 7. On June 12, 2015, Defendant was placed on administrative leave from his
24 position as Plaintiff's Director of IT.

25 8. On June 12, 2015, a specialist from AT&T met with Defendant Montalvo, prior to
26 him being placed on administrative leave, in an attempt to obtain passwords and other
27 information critical to maintaining continuity of the Court's IT systems. Without these
28 administrative passwords it would not be possible to gain sufficient visibility to ensure

1 unauthorized access could not occur going forward. Mr. Montalvo provided some limited
2 documentation that was later deemed to be outdated and inaccurate.

3 9. Plaintiff discovered that sometime after January 2015, someone had activated
4 Plaintiff's telephone system's "silent monitoring/silent coaching" feature that allowed this person
5 to silently and covertly listen to all calls placed or received from Plaintiff's phone system, and to
6 use the intercom/microphone feature to listen to office and chamber conversations.

7 10. On June 26, 2015, Defendant was terminated from his position as Plaintiff's
8 Director of IT.

9 11. On June 26, 2015, the IT specialist from AT&T again met with Defendant
10 Montalvo in the Red Bluff Historical Courthouse in an attempt to retrieve outstanding
11 documentation and administrative credentials that were discovered to be inaccurate or missing
12 during their investigation. Additionally, no formalized IT documentation had been located. Mr.
13 Montalvo first said that if he had access to his personal files and laptop he could help, but then
14 refused to provide additional information until he was "returned to duty."

15 12. When Defendant failed and refused to provide further information that would
16 allow Plaintiff to access the correct passwords for its IT system, Plaintiff sent two letters to
17 Defendant demanding return of the critical passwords. Additionally, Plaintiff explained that
18 California Penal Code section 502 prohibits computer crimes and various forms of unauthorized
19 access to government entity computer systems. Despite these letters, Defendant repeatedly failed
20 to return the critical passwords.

21 13. On or about July 3, 2015, Plaintiff's entire IT network crashed and all of its
22 essential IT systems, including phones, email, CMS, Jury Services, etc. became inoperable,
23 requiring Plaintiff's staff to utilize alternative means to carry out the business of the Court.

24 14. On July 9, 2015, while investigating the source of Plaintiff's IT system failure,
25 Plaintiff, together with its Consultants, discovered that on July 3, 2015 at 1:58 p.m., someone
26 ("the intruder") remotely accessed Plaintiff's IT system and deleted all the pertinent data
27 contained within the IT infrastructure.

28 15. Based on the fact that the "intruder" appeared very familiar with Plaintiff's

1 systems and the fact that Defendant was the sole individual in possession of the passwords to
2 access the system, Plaintiff is informed and believes that Defendant was the "intruder."

3 16. As a result of Defendant's conduct, all of Plaintiff's essential IT systems became
4 inoperable, including but not limited to its phone system, its email system, its website, its CMS,
5 its jury summons system, and other critical court systems and Plaintiff was required to utilize
6 alternative means to maintain its daily services.

7 17. Plaintiff has already incurred over One Hundred Thousand dollars (\$100,000) in
8 damages, including the costs for professional forensic consultants and experts to try to restore its
9 system, and expects to spend approximately \$500,000 in total. In addition, Plaintiff has incurred,
10 and will continue to incur, attorney's fees and costs associated with this action.

11 FIRST CAUSE OF ACTION

12 (Cyber-Fraud/Deceit)

13 18. Plaintiff realleges and incorporates by reference the allegations contained in
14 paragraphs 1 through 17 inclusive, of this First Amended Complaint as if fully set forth herein.

15 19. Defendant was terminated from his position as Plaintiff's Director of IT on June
16 26, 2015.

17 20. Plaintiff is informed and believes that on July 3, 2015, at approximately 1:58
18 P.M., Defendant, being the sole individual in possession of the passwords to access the system,
19 used the passwords he had taken from Plaintiff during his employment and remotely logged into
20 the Court's IT system and deleted all the pertinent data contained within the IT infrastructure.

21 21. Defendant's use of Plaintiff's confidential passwords on July 3, 2015, to access
22 the Court's IT system was the legal equivalent of an intentional misrepresentation by Defendant
23 that he was authorized to use these passwords and authorized to access these systems. (See,
24 *Thrifty-Tel, Inc. v. Bezenek, et al.* (1996) 46 Cal.App.4th 1559, 1567 ["A misrepresentation need
25 not be oral; it may be implied by conduct."])

26 22. Defendant knew his representation was false because he knew he had been
27 terminated from his position as Plaintiff's Director of IT and Defendant knew that he was not
28 authorized to use the subject passwords or to access Plaintiff's computer systems.

23. Defendant made these misrepresentations with the intent that Plaintiff, through its computer system, would rely on Defendant's misrepresentations and allow Defendant to access Plaintiff's computer systems.

24. Plaintiff, depending on its secure password system to ensure that only authorized individuals accessed its computer and IT systems, reasonably relied on intruder's use of the passwords to identify the intruder as an authorized user of the system. (See, *Thrifty-Tel, Inc.*, *supra*, 46 Cal.App.4th at 1567-1568 ["California courts recognize indirect reliance" and a computerized network is viewed as an agent of the principal, or the legal equivalent.])

25. Defendant acted with oppression, fraud and malice and in willful, despicable, and conscious disregard for Plaintiff's rights in that Defendant intended to and did use Plaintiff's passwords to illegally access Plaintiff's computer systems, communications and other information technology and sabotage these systems in retaliation for his termination and/or in the hope of being rehired to "fix" the problem he caused.

26. As a result of Defendant's fraudulent conduct, Plaintiff will incur damages in excess of \$500,000 to detect and attempt to repair the damage caused by Defendant's intentional fraud. Plaintiff expects to incur significantly more costs before all these problems are resolved.

SECOND CAUSE OF ACTION

(Civil Liability Under Penal Code §502(e))

27. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 26 inclusive, of this First Amended Complaint as if fully set forth herein.

28. California Penal Code section 502(e) states in relevant part that "the owner or lessee of the computer, computer system, computer network, computer program, or data who suffers damage or loss by reason of a violation of any of the provisions of subdivision (c) may bring a civil action against the violator for compensatory damages and injunctive relief or other equitable relief." (Pen. Code §502(e)).

29. Plaintiff is the owner of certain computers, computer systems, computer networks and computer data that has been damaged and/or lost as a direct result of Defendant's violations of the provisions of Penal Code section 502(c), including but not limited to the following, on

information and belief:

- Defendant knowingly accessed and without permission altered, damaged, deleted, destroyed, and otherwise used Plaintiff's data, computer, computer system, or computer network in order to devise and execute a scheme to punish, defraud, deceive, and/or extort Plaintiff;
- Defendant knowingly accessed and without permission took, and made use of data from a computer, computer system, and computer networks, and took supporting documentation existing or residing on an internal computer, computer system, and computer network;
- Defendant knowingly and without permission used Plaintiff's computer services and systems;
- Defendant knowingly accessed and without permission altered, damaged, deleted, and destroyed data, computer software, and computer programs which reside or exist on Plaintiff's internal computer, computer systems, and computer networks;
- Defendant knowingly and without permission disrupted and caused the disruption of computer services and denied and caused the denial of computer services to an authorized user of a computer, computer system, and computer network;
- Defendant knowingly and without permission accessed and caused to be accessed Plaintiff's computers, computer systems, and computer networks;
- Defendant knowingly and without permission disrupted and caused the disruption of government computer services and denied and caused the denial of government computer services to an authorized user of a government computer, computer system, and computer network;
- Defendant knowingly accessed and without permission damaged, deleted, and destroyed data, computer software, and computer programs which reside or exist internal to a public safety infrastructure computer system and computer network;
- Defendant knowingly and without permission disrupted and caused the disruption of public safety infrastructure computer systems and computer services and denied and caused the denial of computer services to an authorized user of a public safety infrastructure computer system computer, computer system, and computer network.

30. As a direct and proximate result of Defendant's actions, Plaintiff has incurred compensatory damages, including but not limited to, expenditures that Plaintiff incurred to verify and repair the damage to its computer system, computer network, computer program, and data.

31. Additionally, as a result of Defendant's actions, Plaintiff has incurred and continues to incur attorney's fees.

32. Defendant's actions as alleged herein were committed with oppression, fraud,

malice and, therefore, Plaintiff is entitled to punitive and/or exemplary damages.

THIRD CAUSE OF ACTION

(Breach of Duty of Loyalty to Employer)

33. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 32 inclusive, of this First Amended Complaint as if fully set forth herein.

34. California law recognizes a cause of action for breach of an employee's duty of loyalty. (See, *Stokes v. Dole Nut Co.* (1995) 41 Cal.App.4th 285, 295 ["an employer has the right to expect the undivided loyalty of its employees. The duty of loyalty is breached, and may give rise to a cause of action in the employer."])

35. As Plaintiff's employee, Defendant owed Plaintiff a duty of loyalty to act in Plaintiff's best interests and to refrain from activity that would injure or damage Plaintiff.

36. Defendant breached that duty when, still employed by Plaintiff, Defendant took computer equipment belonging to Plaintiff and repeatedly failed and refused to return this property and return certain passwords that were necessary for Plaintiff to operate its essential IT systems, including its phones, email, website, CMS, jury summons and other important court systems.

37. Plaintiff incurred and continues to incur damages as the direct and proximate result of Defendant's breach of his duty of loyalty to Plaintiff.

FOURTH CAUSE OF ACTION

(Invasion of Privacy)

38. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 37 inclusive, of this First Amended Complaint as if fully set forth herein.

39. Plaintiff and its employees, administrators and judicial officers had a reasonable expectation of privacy when they used their work phones, that no one would be listening to or monitoring their calls, office and chamber conversations, and/or emails.

40. At sometime between January 16, 2015 and June 15, 2015, someone with administrator rights turned on the "silent monitoring/silent coaching" feature on the court's phone system, allowing the administrator to listen in on calls. Defendant was the only employee

1 who had administrator rights, and no request to make Class of Service changes was submitted to
2 AT&T. Plaintiff believes that Defendant activated the “silent monitoring/silent coaching”
3 feature on Plaintiff’s telephone system, thereby allowing himself to listen-in and monitor any
4 incoming or outgoing calls made through Plaintiff’s telephone system, and confidential
5 conversations taking place in offices and judges’ chambers. Defendant did not have
6 authorization from his supervisor to take this action and did it entirely on his own accord,

7 41. On several occasions during this time, employees complained that they thought
8 someone and/or Defendant was listening to their calls. Plaintiff believes that Defendant
9 intentionally utilized the “silent monitoring/silent coaching” feature to listen in and monitor the
10 telephone calls of several of Plaintiff’s employees without their knowledge or consent. In
11 addition, employees complained that they thought Defendant was reading their emails. Plaintiff
12 believes Defendant accessed and read employee emails without authorization.

13 42. A reasonable person would consider Defendant’s intrusion into these calls and
14 emails to be highly offensive and an invasion of privacy.

15 43. Plaintiff was harmed as a result of Defendant’s invasion of privacy and
16 Defendant’s conduct was a substantial factor in causing that harm.

17 **FIFTH CAUSE OF ACTION**

18 **(Conversion)**

19 44. Plaintiff realleges and incorporates by reference the allegations contained in
20 paragraphs 1 through 43, inclusive, of this First Amended Complaint as if fully set forth herein.

21 45. Labor Code section 2860 states that “[e]verything which an employee acquires by
22 virtue of his employment, except the compensation which is due to him from his employer,
23 belongs to the employer, whether acquired lawfully or unlawfully, or during or after the
24 expiration of the term of his employment.” (Lab. Code §2860.)

25 46. Accordingly, Plaintiff has an ownership interest in all of the Court’s property,
26 including its intellectual property and electronic information, which includes, but is not limited
27 to, all passwords, programs, computer systems and networks.

28 47. Defendant converted this property by (1) taking equipment belonging to the court;

1 and (2) assuming control over Plaintiff's property by wrongfully refusing to turn over critical
2 codes and passwords necessary to access the Court's computer systems following his termination
3 and by unlawfully accessing the Court's computer systems after his termination, and deleting
4 essential electronic information belonging to the Court. (See, *Prakashpalan, et al. v. Engstrom,*
5 *Lipscomb & Lack, et al.* (2014) 223 Cal.App.4th 1105, 1135 [to state a cause of action for
6 Conversion, "[i]t is not necessary that there be a manual taking of the property" only "an
7 assumption of control or ownership over the property, or that the alleged converter has applied
8 the property to his [or her] own use.'], citing to *Farmers Ins. Exchange v. Zerin* (1997) 53
9 Cal.App.4th 445, 451).

10 48. As a result of Defendant's conduct, Plaintiff will incur damages in excess of
11 \$500,000 in assessing, correcting, and recovering the information Defendant converted.

12 **SIXTH CAUSE OF ACTION**

13 **(Trespass)**

14 49. Plaintiff realleges and incorporates by reference the allegations contained in
15 paragraphs 1 through 48 inclusive, of this First Amended Complaint as if fully set forth herein.

16 50. Plaintiff owns the computer systems and networks that run its operations.

17 51. Plaintiff is informed and believes that Defendant intentionally and recklessly
18 entered onto Plaintiff's property by illegally accessing Plaintiff's computer systems and
19 networks after he had been terminated by Plaintiff and unlawfully deleting at least two hard
20 drives that contained essential information technology for the Court to run its day-to-day
21 operations, including but not limited to, email, phones, CMS, jury systems and its website.

22 52. Defendant did not have permission to access these systems and all prior rights to
23 access this system had been revoked at the time of his termination.

24 53. Plaintiff has suffered actual harm as a result of Defendant's trespass, including
25 damages in excess of \$500,000 in assessing, correcting, and recovering its IT information.

26 54. Defendant's conduct was a substantial factor in causing this harm.

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **(Negligence)**

3 55. Plaintiff realleges and incorporates by reference the allegations contained in
4 paragraphs 1 through 54 inclusive, of this First Amended Complaint as if fully set forth herein.

5 56. As a former employee of Plaintiff's, Defendant had a duty to use due care and not
6 to use his knowledge of Plaintiff's computer or IT systems to access, interfere or disrupt these
7 systems. Additionally, Defendant had a duty of care to turn over to Plaintiff all of the passwords
8 that were within his control at the time he was terminated.

9 57. Defendant breached his duty of care by refusing to turn over to Plaintiff the
10 passwords in his possession at the time of his termination; and by accessing Plaintiff's computer
11 and IT system to sabotage the system and interfere and disrupt Plaintiff's business.

12 58. Defendant's breach of these duties has directly and proximately resulted in
13 significant harm to Plaintiff, including but not limited to, damages in excess of \$500,000 in
14 assessing, correcting, and recovering its IT information.

15 **EIGHTH CAUSE OF ACTION**

16 **(Violation of Labor Code Section 2865)**

17 59. Plaintiff realleges and incorporates by reference the allegations contained in
18 paragraphs 1 through 58 inclusive, of this First Amended Complaint as if fully set forth herein.

19 60. California Labor Code section 2865 states that "[a]n employee who is guilty of a
20 culpable degree of negligence is liable to his employer for the damage thereby caused to the
21 employer."

22 61. Defendant had a duty of care to turn over to Plaintiff all accurate and valid
23 passwords that were within his control at the time he was terminated. Additionally, Defendant
24 owed a duty of care to Plaintiff not to use his knowledge of Plaintiff's passwords and computer
25 systems to access, interfere, disrupt, destroy or delete information and data from those systems.

26 62. Defendant breached his duty of care by refusing to turn over to Plaintiff the
27 accurate and valid passwords in his possession at the time of his termination; and by accessing
28 Plaintiff's computer and IT system to disrupt, delete and destroy data and information on these

1 systems and to interfere and disrupt Plaintiff's business.

2 63. Defendant's breach of this duty has directly and proximately resulted in
3 significant harm to Plaintiff, including but not limited to, damages in excess of \$500,000 in
4 assessing, correcting, and recovering its IT information.

5 64. As a result of the above, Defendant is guilty of a culpable degree of negligence
6 and therefore, is liable to Plaintiff for the damages Defendant caused.

7 **NINTH CAUSE OF ACTION**

8 **(Violation of Labor Code Section 2854)**

9 65. Plaintiff realleges and incorporates by reference the allegations contained in
10 paragraphs 1 through 64 inclusive, of this First Amended Complaint as if fully set forth herein.

11 66. California Labor Code section 2854 states that "[o]ne who, for a good
12 consideration, agrees to serve another, shall perform the service, and shall use the ordinary care
13 and diligence there, so long as he is thus employed." (Cal. Lab. Code §2854.)

14 67. Accordingly, Defendant had a duty of care to perform the services of his
15 employment by Plaintiff with ordinary care and diligence.

16 68. Defendant breached this duty by refusing to turn over to Plaintiff the accurate and
17 valid passwords in his possession at the time of his termination; and by accessing Plaintiff's
18 computer and IT system to disrupt, delete and destroy data and information on these systems and
19 to interfere and disrupt Plaintiff's business.

20 69. Defendant's breach of this duty has directly and proximately resulted in
21 significant harm to Plaintiff, including but not limited to, damages in excess of \$500,000 in
22 assessing, correcting, and recovering its IT information.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

25 1. For general and consequential damages in an amount according to proof and as
26 provided herein;

27 2. For exemplary and/or punitive damages as provided by law;

28 3. For interest on said sums at the maximum rate provided by law;

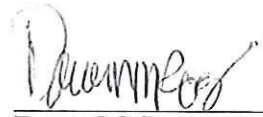
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4. For costs, expenses and attorney's fees as provided by law;
5. For such other and further relief as the Court may deem just, proper and equitable.

Dated: August 5, 2015

CARLE, MACKIE, POWER & ROSS LLP

By:



Dawn M. Ross
Attorneys for Plaintiff

1 DAWN M. ROSS (SBN 143028)
JOHN A. LOVEMAN (SBN 221343)
2 CARLE, MACKIE, POWER & ROSS LLP
100 B Street, Suite 400
3 Santa Rosa, California 95401
Telephone: (707) 526-4200
4 Facsimile: (707) 526-4707

5 Attorneys For Plaintiff
SUPERIOR COURT OF CALIFORNIA
6 COUNTY OF TEHAMA

FILED
SUPERIOR COURT OF CALIFORNIA
AUG 28 2015
COUNTY OF TEHAMA CLERK DIVISION
CARYN A. DEWITT, CLERK OF THE COURT
BY *Mary C. Brown*, DEPUTY

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF TEHAMA

11 CALIFORNIA SUPERIOR COURT,
COUNTY OF TEHAMA,

12 Plaintiff,

13 v.

14 MARK D. MONTALVO,

15 Defendant.

Case No: CI 70936

STIPULATION AND ORDER STAYING
CIVIL ACTION

Unlimited Civil

Complaint Filed: July 10, 2015

BY FAX

17 Plaintiff California Superior Court, County of Tehama and Defendant Mark D.

18 Montalvo, through their respective counsel of record, stipulate and agree as follows:

19 RECITALS

20 A. On July 10, 2015, Plaintiff filed a Complaint and Application for TRO against
21 Plaintiff. Judge Ornell, sitting on special assignment through the Judicial Council's Assigned
22 Judges program, issued a TRO against Defendant ordering him to turn over to Plaintiff all
23 passwords, personal and intellectual property belonging to Plaintiff in his possession, custody
24 and/or control, and to immediately cease and desist from taking any further action to disrupt or
25 interfere with Plaintiff's business in general and its IT and computer systems in particular,
26 among other things. An Order to Show Cause re Preliminary Injunction was set for July 20,
27 2015.

28 ///

1 B. Defendant was served with the TRO and OSC re Preliminary Injunction on July
2 14, 2015. At the same time, Defendant was served with a search warrant by law enforcement,
3 who confiscated all computer equipment from Defendant's home.

4 C. On July 20, 2015, Judge Crone, sitting on special assignment through the Judicial
5 Council's assigned Judges program, called the OSC re Preliminary Injunction. Attorney John
6 Kucera made a "special appearance" on Defendant's behalf to request a continuance of the
7 Preliminary Injunction hearing in order for Defendant to retain civil counsel. Pursuant to Code
8 of Civil Procedure §527(d)(4), the court granted a 17-day continuance to August 6, 2015. In
9 addition, based on Plaintiff's Charging Affidavit and declarations re Contempt, Judge Crone
10 issued an OSC re Contempt to be heard on August 6, 2015, at 3:00, the same time as the hearing
11 on Preliminary Injunction.

12 D. On August 4, 2015, Defendant fax filed a Motion for Change of Venue.

13 E. On August 6, 2015, Judge Giordano, sitting on special assignment through the
14 Judicial Council's Assigned Judges program, called the OSCs re Preliminary Injunction and
15 Contempt. Having determined that the filing of a Motion for Change of Venue operates as a
16 supersedeas or stay of proceedings, precluding the court from ruling on the pending Orders to
17 Show Cause, Judge Giordano scheduled the Motion for Change of Venue for hearing on August
18 31, 2015, continued the OSCs for a date to be determined, and continued the TRO in effect.

19 F. The parties have agreed to stay the subject action pending outcome of anticipated
20 criminal proceedings, or further civil proceedings filed by either party.

21 G. By stipulating to this Stay, Defendant is not waiving his challenge to venue.
22 If/when the civil action is revived, the venue motion will be the first matter set for hearing.

23 H. By stipulating to continue the TRO in effect, Defendant is not admitting liability
24 or giving up any rights to challenge the issuance of injunctive relief in the future.

25 **STIPULATION**

26 **BASED ON THE RECITALS SET FORTH ABOVE, THE PARTIES, THROUGH**
27 **COUNSEL, STIPULATE TO THE FOLLOWING:**

28 1. This action shall be stayed in its entirety;

1 2. Plaintiff's OSC re Preliminary Injunction shall be removed from the Court's
2 calendar, without prejudice to re-noticing if/when the case is revived in the future;

3 3. The Court's OSC re Contempt shall be removed from the Court's calendar,
4 without prejudice to re-noticing if/when the case is revived in the future;

5 4. Defendants' pending Motion to Transfer Venue shall be removed from the
6 Court's calendar, without prejudice to re-noticing it, with priority to be heard first, if/when the
7 case is revived in the future;

8 5. Plaintiff can revive this action at any time upon one week's notice to Defendant,
9 by filing a Request for Hearing on Pending Motions, at which time a hearing date will first be
10 scheduled on Defendant's Motion to Transfer Venue;


11 6. For calendar control, the Court will set a status conference in this matter one year
12 from the date the Complaint was filed, July 11, 2016, at 1:30 p.m. in Department 1.

13 7. The TRO will remain in effect until July 11, 2016, at which time the Court can
14 determine if it is still necessary and appropriate.

15 IT IS SO STIPULATED.

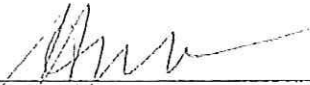
16 Dated: August 19, 2015

CARLE, MACKIE, POWER & ROSS LLP

17 By: 
18 Dawn M. Ross
Attorneys for Plaintiff

19
20 Dated: August 18, 2015

ALTEMUS & WAGNER

21 By: 
22 Stewart Altemus
23 Attorneys for Defendant
24
25
26
27
28

ORDER

The parties having stipulated, and for good cause shown, it is hereby ORDERED that:

1. This action shall be stayed in its entirety;

2. Plaintiff's OSC re Preliminary Injunction shall be removed from the Court's calendar, without prejudice to re-noticing if/when the case is revived in the future;

3. The Court's OSC re Contempt shall be removed from the Court's calendar, without prejudice to re-noticing if/when the case is revived in the future;

4. Defendant's pending Motion to Transfer Venue shall be removed from the Court's calendar, without prejudice to re-noticing it, with priority to be heard first, if/when the case is revived in the future;

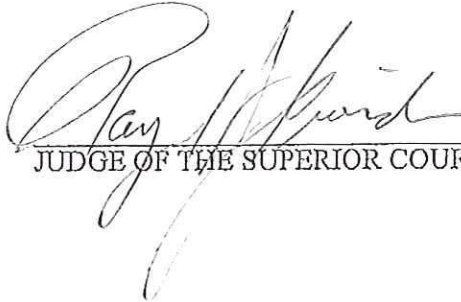
5. Plaintiff can revive this action at any time upon one week's notice to Defendant, by filing a Request for Hearing on Pending Motions, at which time a hearing date will first be scheduled on Defendant's Motion to Transfer Venue;

6. For calendar control, the Court will set a status conference in this matter one year from the date the Complaint was filed, July 11, 2016, at 1:30 p.m. in Department 1.

7. The TRO will remain in effect until July 11, 2016, at which time the Court can determine if it is still necessary and appropriate.

IT IS SO ORDERED.

Dated: August 26, 2015


JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE

The undersigned hereby certifies as follows:

I am an employee of the law firm of Carle, Mackie, Power & Ross LLP, 100 B. Street, Suite 400, Santa Rosa, California 95401. I am over 18 years of age and am not a party to the within action. On the date indicated below, I served a true copy of the following document(s):

1. STIPULATION AND [PROPOSED] ORDER STAYING CIVIL ACTION

on the party(ies) in this action by placing a true copy(ies) thereof in a sealed envelope(s), addressed as follows:

Stewart Altemus
Altemus & Wagner
1255 Sacramento St
Redding, CA 96001

Civil Counsel for Mark Montalvo

X (BY MAIL) I placed each such sealed envelope, with postage fully prepaid for first-class mail, for collection and mailing at Carle, Mackie, Power & Ross LLP, Santa Rosa, California following the ordinary business practices. I am readily familiar with the practice of Carle, Mackie, Power & Ross LLP for collection and processing of correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for collection.

____ (PERSONAL SERVICE / HAND DELIVERED) I caused each sealed envelope to be personally delivered, by leaving it with the person to whom it was directed, or the office receptionist or with a person having charge thereof, clearly labeled to identify the person being served.

____ (BY FEDERAL EXPRESS OVERNIGHT DELIVERY) I placed each such sealed envelope, with delivery fees proved for, for collection and overnight delivery at Carle, Mackie, Power & Ross LLP, Santa Rosa, California following the ordinary business practices.

____ (VIA EMAIL) I caused each such document to be delivered by email to the individual/firm listed above from the offices of Carle, Mackie, Power & Ross LLP, Santa Rosa, California following ordinary business practices.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

DATED: August 19, 2015

Sharon Reid
Sharon Reid



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab C
Grant Funding for JSI

Caryn A. Downing
Court Executive Officer
Clerk of the Court
Jury Commissioner

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

Historic Courthouse
633 Washington Street
Red Bluff, CA 96080
Fax (530) 527-4974



August 27, 2015

Judicial Council of California
Tracy Hampton, Program Manager
455 Golden Gate Avenue
San Francisco, CA 94102

RE: Grant Funding to the Superior Court of Tehama County to install JSI's Interactive Web Response

Dear Ms. Hampton,

This correspondence shall serve as Tehama Superior Court's written request for an extension to April 30, 2016, to complete the above Project.

On July 3, 2015, someone logged into the Administrator account of the Court's computer system and deleted the entire system as well as the back-up. This affirmative action rendered the Court's case management system, telephones, e-mail server, jury system and website non-operational. As of this date, the Court has been able to restore its telephone system, jury system and a portion of its case management system. The Court continues to work diligently with experts to restore the remaining system.

With an extension of time, the Tehama Superior Court will be able to implement this project in an efficient manner. At the conclusion of this the Project the Court will have improved efficiencies and public access.

If you have any additional questions or require further information, please feel free to contact me at 530-527-6198.

Sincerely,


Caryn A. Downing
Court Executive Officer



JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
INTRA-BRANCH AGREEMENT COVERSHEET (rev 11-06-13)

AGREEMENT NUMBER
1028347

1. In this intra-branch agreement (the "Agreement"), the term "Court" refers to the Superior Court of California, County of Tehama, and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.
2. This Agreement is effective as of **May 1, 2014** (the "Effective Date") and expires on **December 31, 2015**.
3. The purpose of this Agreement is to grant funding to the Superior Court of Tehama County to install JSI's IWR Interactive Web Response) and self check-in modules.

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement. The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

4. The amount awarded under this Agreement (the "Award Amount") is **\$41,955.00**.
5. This Agreement incorporates the terms and conditions set forth on Exhibits A, B, and C.

AOC'S SIGNATURE	COURT'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	SUPERIOR COURT OF CALIFORNIA, COUNTY OF TEHAMA
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Manager, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING Caryn A. Downing, CEO
DATE EXECUTED 6/17/14	DATE EXECUTED 6-9-14
ADDRESS Attn: Fiscal Services Office, Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attn: Caryn Downing Court Executive Officer PO Box 278 Red Bluff, CA 96080

AOC Internal Use Only

Fund Title	Program/ Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Trial Court Improvement and Modernization Fund	N/A	0250-102-0159	20	2013	13-14	0159-45111108-0722-52-13-4006	\$41,955.00

**EXHIBIT A
PROJECT TO BE FUNDED**

1. Background

Starting in fiscal years 2000-2001, courts started to upgrade their basic jury systems so that they now can support additional applications such as Integrated Voice Response (IVR) systems, Web (IWR) interfaces, or check writing.

In fiscal year 2013-2014, funding for enhancements to jury management systems was made available through the Trial Court Improvement and Modernization Fund to allow courts to improve service and provide cost savings using jury technology. Examples include a new Jury system or additional modules that offer public interfaces to the upgraded jury management systems either by telephone or on the Web, to allow courts to do juror self check-in through their jury management system, or to provide other enhancements to their basic system.

2. Project Description

This Agreement's project is defined as the following ("Project") pursuant to Appendix 1 to Exhibit A:

The purpose of this agreement is to grant funding to the Superior Court to install JSI's IWR Interactive Web Response) and self check-in modules. While the Court requested additional monies in Appendix 1 to Exhibit A, this Agreement funds only the Award Amount as defined in paragraph 1 of Exhibit B. Any amount above the AOC Award Amount will be the responsibility of the Court.

3. Work Requirements

The Court will complete the tasks set forth in Table A-1 ("Tasks") by the applicable completion dates:

Table A-1

Task No.	Tasks	Completion Date
1	Sign and return IBA	June 30, 2014
2	Complete project	05/01/14-12/31/15
3	Assess if IBA extension need; if so notify AOC Project Manager	November 1, 2015
4	Project completion deadline	December 31, 2015
5	Deadline to submit invoices for reimbursement	April 30, 2016

4. Project Schedule

The Court will complete the Project no later than December 31, 2015. If additional time is needed to complete the Project, the Court must submit a written request for an extension of time to the AOC Program Manager no later than November 1, 2015. Due to fund restrictions, requests for extensions of time past April 30, 2016 cannot be considered.

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5. Reporting

- A. The Court will submit a final report and applicable invoices to the AOC Program Manager as set forth in Table A-2.

Table A-2

Description/ Period of Performance	Due Date
Final Project Report and applicable Invoices	December 31, 2015

- B. At the completion of the Project, the Court will submit a written report that includes all completed Tasks and activities for the Project detailing all expenditures of the award.
- C. A template and instructions for submitting the final report for reimbursement will be sent electronically to the Court by the AOC Program Manager at the end of the Project upon the Court's request.

END OF EXHIBIT

**EXHIBIT B
PAYMENT PROVISIONS**

1. Award Amount

- A. The Award Amount under this Agreement is **\$41,955.00**, the maximum amount the AOC may pay to the Court under this Agreement.
- i. The amount the AOC will pay Court pursuant to the Installment Process, as described below, is **\$0.00**.
- ii. The amount the AOC will pay Court pursuant to the Reimbursement Process, as described below, is **\$41,955.00**.
- B. The Award Amount is to be used exclusively for the Project. This award is a one-time award to the Court by the AOC and constitutes the entire award made available to the Court under this Agreement. The Award Amount will not become part of the Court's baseline budget, and does not obligate the AOC to provide any further funding for the Project.

2. Funding Requirements

The Court will comply with the following requirements:

- A. Funding of this Agreement may not be expended past April 30th of the third fiscal year, with the final approved invoice received by AOC Accounting no later than May 15 of the third fiscal year.
- B. Funds must not be used:
- i. To contract with a current employee of any judicial branch entity on his or her own behalf, or with a former employee of the Court or the AOC, as prohibited by rules 10.103 and 10.104 of the California Rules of Court;
- ii. For the construction or rental of facilities;
- iii. For routine replacement of office equipment, furnishings or technology;
- iv. To pay for automated court systems that are not recommended by the AOC Information Technology Services Office; or
- v. To purchase technology that will require significant maintenance costs.

3. Installment Process

The AOC's disbursement of payments by installment will be made to the Court, as set forth in Table B-1.

Table B-1

Installment No.	Payment Schedule	Installment Amount
1	At the completion of the project only	N/A
<i>Total Installment Amount</i>		N/A

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4. Reimbursement Process

- A. The AOC's disbursement of payments for reimbursement will be made to the Court, as set forth in Table B-2.
- B. Reimbursement is contingent upon AOC Program Manager's confirmation that a submitted invoice complies with requirements of Agreement.

Table B-2

Task No.	Completion Date	Reimbursement Amount
1	At the completion of the project only	\$41,955.00
<i>Total Reimbursement Amount</i>		\$41,955.00

5. Disbursement Process

- A. Within thirty (30) days after the expiration or termination of this Agreement, the Court will return to the AOC any portion of the Award Amount that is not expended for the Project. If the Court does not return such funds, the AOC will withhold a like amount from the Court's annual trial court funding distribution.
- B. If any portion of the Award Amount is used for a purpose other than the Project, the AOC will withhold a like amount from the Court's annual trial court funding distribution.
- C. If the Court receives reimbursement from the AOC for goods or services that are later disallowed by the AOC, the Court will promptly refund the disallowed amount to the AOC upon the AOC's request. At its option, the AOC may offset the amount disallowed from any payment due or that may become due to the Court under this Agreement or any other agreement.

END OF EXHIBIT

EXHIBIT C
GENERAL PROVISIONS

1. Agreement Communication and Administration

- A. The Court's Program Coordinator, who has primary responsibility for Project liaison and coordination of activities under this Agreement, is:

Superior Court of California, County of Tehama
Caryn Downing, Court Executive Officer
PO Box 278
Red Bluff, CA 96080

Phone: 530-527-6198
Fax: 530-527-4974
Email: cdowning@tehamacourt.ca.gov

- B. The AOC Program Manager is the AOC contact person. All requests and communications about the Project will be made through the AOC Program Manager. Any notice from the Court to the AOC will be in writing and will be delivered to the AOC Program Manager. The AOC Program Manager is:

Judicial Council of California
Administrative Office of the Courts
Tracy Hampton
455 Golden Gate Avenue
San Francisco, CA 94102

415-865-4929
Fax # 415-865-4503
tracy.hampton@jud.ca.gov

2. Validity of Alterations

Alteration or variation of the terms of this Agreement will not be valid unless made in writing and signed by all parties, and an oral understanding or agreement that is not incorporated will not be binding on any of the parties.

3. Changes and Amendments

Changes or amendments to any part of this Agreement can be made only in a written amendment signed by both parties.

4. Fiscal Records and Requirements

The Court will maintain an accounting system and supporting fiscal records that are adequate to ensure all invoices submitted under this Agreement are in accordance with applicable Federal and State requirements and the Judicial Branch Contracting Manual.

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5. Retention of Records

The Court will maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, but in no event less than four (4) years from the date of last payment.

6. Right to Audit

The AOC or its designee may inspect or audit at any reasonable time any records relating to this Agreement. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

7. Dispute Resolution Procedures

If a disagreement arises between the parties regarding this Agreement, the parties will attempt to resolve the disagreement at the operating level. If the disagreement remains unresolved, the parties will refer the matter to the Presiding Judge of the Court and the Administrative Director of the Courts for resolution.

8. No Assignment

The Court will not assign this Agreement in whole or in part without the written consent of the AOC.

9. Signature Authority

The parties signing the Agreement certify that they have proper authorization to do so.

10. Termination

This Agreement will remain in effect until (A) the parties mutually agree in writing to terminate this Agreement, (B) one party terminates this Agreement upon at least thirty (30) days' advance written notice, or (C) completion of the Project.

11. Entire Agreement

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

END OF EXHIBIT

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APPENDIX 1 TO EXHIBIT A



JURY MANAGEMENT SYSTEM REQUESTS FY2013-2014
Please submit electronically to: tracy.hampton@jud.ca.gov
Tracy Hampton, 415 865 4929 (phone)

Court: Superior Court of California, County of Tehama

Project Contact Info.

Name: Mark Montalvo
Phone: (530) 528-1437
Fax: (530) 527-0984
E-mail:
mmontalvo@tehamacourt.ca.gov

Court CEO Info.

Name: Caryn Downing
Mailing address:
P.O. Box 278, Red Bluff
CA. 96080
Phone: (530) 527-6198
Fax: (530) 527-4974
Email:
cdowning@tehamacourt.ca.gov

Short description of project: Interactive Web Response (IWR) for Jury Management Systems.

Total Requested Amt.:

\$44,275.27

Program Funding Purpose:

Jury Management technology funding is one-time funding for jury management systems and hardware. Requests for jury management systems funding should not include on-going costs such as software maintenance and support as the jury grant funding is one-time in nature. A court may submit requests for multiple projects but each project should have its own "Jury Management Systems Requests".

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Project Description:

Please answer all of the following questions:

Project description overview questions:		Yes	No
Are you adding a new Jury case management module?		X	
Are you purchasing new hardware for this project?		X	
Are you "repairing" existing functionality in an existing module? For example, some functionality of an IVR system is not operating properly and this project will address this issue.			X
Are you adding new functionality to an existing module? For example, adding Spanish translations to your IVR/IWR modules.			X
Are you adding a new module to your Jury Case Management System (CMS)?			X

Please thoroughly describe your project below and link it to your court's strategic plan. This description should explain your "Yes" responses above. For example if you answered "Yes" to "Are you repairing existing functionality" what is the module or hardware that is not working as expected? Why is it broken and how will this project fix it?

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Tehama plans to use this funding to purchase and deploy the equipment and software necessary to implement Interactive Web Response (IWR) Applications for the Court's Jury office. An integral goal of the Court's strategic plan and mission is *"to ensure the prompt and fair adjudication of all cases and to improve public confidence in the Courts through accessibility, communication and education."* By automating more of our jury processes, the Court will be moving toward this goal in that the public may more easily become informed and educated regarding juror responsibilities and be able to more easily and readily fulfill their jury duties. By implementing these systems, the Court will be able to provide more timely and accessible communication and provide better service to the public. As an added benefit, the Court expects to reduce costs in terms of staff time.

Currently, the method of web-based delivery utilized by the jury office is less than adequate and only updated once daily. The content is written in Microsoft Word and then converted to Adobe Acrobat (PDF); the deputy jury commissioner updates this information manually and the information is not "real-time", web-based content presently deployed cannot be tailored to individual groups, and many web-based users get confused, frustrated or simply can't access the system if they don't have the corresponding web browser and/or web browser plug-in software.

The Court's website currently provides a jury web page, the information is primarily static by nature. As aforementioned, the only information that changes is the Jury Appearance information, and that information has to be manually uploaded by the staff person via FTP. Subsequently this process has no integration with our current Jury program (Jury+), and the technical aspects of the updates are confusing and tedious for the average non-technical staff person, making delegation of responsibility difficult.

The Court will be implementing IWR solutions which make available the following functionality for the Court:

- Allow jurors to confirm that they will appear as scheduled
- Provide jurors with daily reporting instructions by group and location or by individual.
- Allow jurors and prospective jurors to access their records and confirm that the correct record has been retrieved by entering optional verification data such as a PIN #, name or date of birth.

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- Provide jurors with information on when and where they are to serve. A juror may confirm his/her reporting date, location and default reporting time.
- Allow prospective jurors to request a change of location.
- Allow prospective jurors to reschedule their appearance date. A prospective juror may reschedule jury service in accordance with the Court's business rules; e.g. number of times and the window of acceptable dates. When a juror submits an acceptable deferral date it will be saved in the *JURY+* database. Depending on the Court's rules the juror may receive a confirmation notice, a new summons or neither.
- Request prospective jurors to provide limited biographical information and submit that data directly into *JURY+* database; e.g., Jurors may be prompted to provide their date of birth and/or home phone number and/or work phone number when responding to a jury summons.
- Allow prospective jurors to verify eligibility; provide the eligibility criteria and have the juror confirm that he/she meets each requirement.
- Provide jurors with instruction for requesting a disqualification. Jurors who believe they are ineligible may be presented with a self-processing option or the instructions for submitting a written request for disqualification.
- Provide jurors with instructions for requesting an excuse. Jurors can view the reasons for being granted a hardship excuse from serving. Upon selection of one of the reasons, jurors may be presented with a self-processing option or the instructions for submitting a written request.
- Provide jurors with payment information. Jurors whose service is ended may view the last payment approval date and the amount of the last payment.
- Allow jurors to display a printable copy of their Work Certificate.

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4)

- Provide jurors with the address and directions to the courthouse(s) and important information such as security procedures and phone numbers.
- Provide the answers to other Frequently Asked Questions.

The Court is currently investigating vendors who are able to provide the necessary Interactive Web Response (IWR) services. Jury Systems Incorporated and Sonant Corporation have provided the Court with materials outlining their services. As to cost estimates, we have estimated costs based on what JSI provided. Materials provided by these vendors are attached to this request. The Court Director of IT will provide networking expertise and services, including web development services.

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4

Business Problem Addressed in this Project:

Describe the business need for this project. What is the consequence of not implementing the project? Is it addressing a risk of system failure where a module or the entire Jury case management system crashes daily, monthly, etc? Does the project provide operational efficiencies and/or enhance Jury customer service? Describe the problem this project will solve or the goal it will achieve.

Describe the project's relationship to the court's goals and to the technology plans. Identify how this project enables to the court to improve jury programs.

When the Court Jury staff person is on vacation or out for any extended amount of time, it is difficult for a back-up employee to keep the jury office duties caught up, since the majority of the work must be done manually. With a "real-time" automated Interactive Web Response (IWR) system, jury inquiries will be handled in a timelier manner and jurors' satisfaction level will increase. Since many of Tehama County residents live in rural, remote areas, being able to request excuses over the Internet will be much easier for many residents and there will be less need to send out Failure to Appear notices.

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Desired Project Outcome:

Describe the business benefit from this project. For example, a business benefit for IWR could be to improve Jury experience and relations. To measure that success of the IWR project, the court may consider tracking whether jury complaints increased or decreased. Also, if available, please provide any return on investment (ROI) information which the court expects as a result of implementing this project.

In Tehama County, the Superior Court has one (1) employee who handles Jury services, as well as the coordination of Family Court Services and the recent new responsibility of calendaring trials and hearings for the Court. As the Court's budget is reduced, the Court is seeking ways to improve efficiencies. As the Court has been forced to downsize due to less funding from the state and because significant strides have been made in jury automation, the court is in a position to improve efficiencies, with which this grant would assist. By automating many of the jury service tasks, such as postponements and excuses of jury service, the Court will be able to assist court users more quickly and efficiently; opening the possibility that with additional automation, some jury duties may be able to be transferred to lower-level Court personnel so that the Court can utilize the current jury person's skills in other areas.

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Funding Requested:

Please provide a breakdown of the goods & services for the project. This total should match the "Total Requested Amt" above. Provide quotes or a budgetary estimate to backup the requested amount. Note, on-going costs such as maintenance and support of software is not an item that is funded through the one-time jury grant monies. Jury Management technology funding is for jury management systems and hardware.

Please include any vendor related expenses required to install, program, configure, train, etc., for new hardware or software but do not include court related labor costs.

Description of Service or Good	Requested amount
Application Foundation Server/Jury + Web/Mobile/Check In	\$38,975.00
Dell PowerEdge R420 (w/Microsoft Server 2012) - 7.250%	\$5300.27
Tax -- Shipping Included.	

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Project Schedule:

Identify the major project phases, milestones, deliverables and estimated timeframes for completion. Attach a copy of the schedule from the vendor, if available.

Proposed schedules for IWR from Jury+ are also attached. The attached schedule is what the Court proposes for a tentative schedule based on our ability to implement, taking into consideration the Court's resources available to work on this project.

Project Phase	Milestone	Deliverables	Estimated Duration	Funding Required
Initiation	Grant award; Project approved and initial information exchanged	Project Approval signed off by CEO or Presiding Judge;	1 month	
Planning	Vendor selected; kick-off meeting with project team completed	Statement of Work and business requirements; Bid Award; Purchase Orders for hardware, software and services; kick-off meeting with project team; Project Schedule and Project Plan	3 months	
Execution and Control	Installation, web configuration, training and testing, production cut-over	Hardware installed; applications installed; web page developed; training completed and go-live IWR	6 months	\$44,275.27*

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Close	Evaluations completed and project closed-out; submit any closing grant documents to validate results; cut-over to maintenance mode	Project Evaluation survey; closing meeting; create lessons learned documentation and post-project checklist	1 month	
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*This amount is based on only one estimate (from Jury+). Once this project goes out to bid, the amount could be lower or higher based on which vendor is chosen.

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Vendors:

Please list all vendors, subcontractors, etc., and their addresses.

Vendor	Address
Jury Systems, Inc.	1985 Yosemite Ave, Ste#135, Simi Valley, CA. 93063
Sonant Systems	6215 Ferris Sq. Ste#220, San Diego, CA. 92121

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Technical Overview:

Provide a technical overview of the project that includes discussion of: project requirements and complexity; functional description of major deliverables; hardware, software, and network resources; data and data relationships; project development approach and methodology; and risk assessment and management.

Depending on which vendor is chosen, the technical aspects of this project may change slightly, but the basic requirements will be to implement IWR for the Court and will include the functionality as outlined in the project description above. One of the criteria for selecting the vendor will be that the project itself needs to be straightforward and containable, with complexity kept at a minimum given the resources available.

The IWR solution would require the setup of a separate web server. The Court would need to purchase the hardware, a Microsoft Server software license configure accordingly, in addition set-up a separate, IWR specific web-page as part of our court's main website. Our Director of IT will need to open up ports to allow the web server (which will be outside the firewall) to communicate with Jury+ (which is within the firewall) as well as facilitate any other technical needs of the vendor. We recently upgraded our Jury+ database to a dedicated Microsoft SQL Server which should facilitate the IWR integration.

The server will communicate with the Jury+ software via the Court's network infrastructure.

Project Management:

Describe the oversight process that management will use to monitor the project scope, resources, and status.

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The Director of IT and the CEO will be in charge of overseeing the project scope, resources and status; the Fiscal Manager will assist in tracking costs and filing required grant documentation. To keep the project on track, a project schedule and plan will be developed by the project team in the Planning stage. To prevent scope creep, the project requirements and statement of work will be approved by the CEO and/or Presiding Judge and the Deputy Jury Commissioner before proceeding with the bid process.

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Information Technology Staffing Detail:
Identify the staff positions dedicated to this project.

Mark Montalvo, Director of Information Technology

Training:

Describe the knowledge transfer plan and user training plan.

The training plan will require that the main jury person and two backup personnel be trained in using the IWR system. The Court Director of IT will need to be trained in administration functions on the system.

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Previous Jury Technology Funding

If your court has received jury technology grant funding previously, please provide the information below:

Fiscal Year	Grant Amount	Project Description	Project Completed: Yes or No
2012-2013	\$52,261.00	Jury IVR	No (In progress)

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Exhibit A (January 24, 2014 - Valid for 90 Days)
Tehama County, CA - Cost Summary

Description	Qty	Price	Cost
a. Application Foundation Server (Required)			
Software License Fee	1	\$24,160	\$24,160
Runtime License Fee	1	\$1,450	\$1,450
Installation Services	1	\$2,000	\$2,000
b. Total			\$27,610
c. Application Functions			
1. JURY+ Web Solution Software Fee	1	\$5,000	\$5,000
Installation	1	\$850	\$850
2. JURY+ Mobile App (Web Solution required) Software Fee	1	\$1,000	\$1,000
Installation	1	\$150	\$150
3. JURY+ Self Check In Module Software Fee	1	\$1,250	\$1,250
Installation (per device)	1	\$150	\$150
d. Sales Tax on License Fees a. thru c.	1	7.500%	\$2,465
e. Telephone Training (4 hours max)	1	\$500	\$500
Total Costs			\$38,975

TERMS			
Costs Due Upon Receipt of Order	50%		\$19,487.50
Costs Due Upon Installation	40%		\$15,590.00
Costs Due 30 Days After Installation	10%		\$3,897.50
Grand Total			\$38,975.00

Fourth year annual maintenance			
Application Foundation Server	1	\$3,190	\$3,190
Web Solution	1	\$1,000	\$1,000
Self Check In	1	\$250	\$250
Annual Maintenance			\$4,440

* If you are already a JURY+ client, we will prorate your maintenance to coincide with your current renewal schedule.

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JURY SYSTEMS
INCORPORATED

JURY+ Web Solution Server Information

JURY+ Web is configured by adding 1 (web) server to an existing JURY+ hardware configuration. It is a self-contained application installation on the (added) Web server. The web app manages the input from jurors and updates/communicates directly with JURY+/JURY+ Database from this additional Web server. The Web server can be a VM (virtual machine) or it can be a hard box computer/server. Since the Web server operates outside the firewalls, ports need to be opened to allow the Web server to communicate with JURY+ which is behind the firewalls.

Regarding the internet security protocols, most courts have an SSL (Secure Socket Layer) certificate on any outside web access to their county/court websites. If the jurors will be directed to the court's main/existing website the local Web manager will be involved to set up a link the jurors will click on to access the jury questionnaire information. On the other hand, if the JURY+ Web will be its own URL and the jurors will come to the site directly, the court will probably want to set up an SSL on the specific site. Courts/Counties are responsible for purchasing their own SSL and JSI can assist in the initial installation if the SSL is new with the JURY+ Web installation.

As with all our installations, we need remote access to install, manage and support the Web application on the Web server. In terms of the basics of what would be needed to purchase, it only takes a server, real or virtual.

The Web server (public interaction component which resides outside the firewall) recommendation would be:

- Processors: Intel Dual Xeon Processors 2.8 GHz minimum.
- RAM: 4GB minimum, 8 GB recommended
- Operating System drive (30GB available minimum) for the OS
- Application drive (separate or same as OS) (additional 30GB available minimum)
- OS: Windows 2003 Server or better. Windows Server 2008 R2 recommended.
- Connection: 100 mega bits, Ethernet, CAT 5 minimum

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JURY+ Self Check-in Module

The JURY+ Self Check-in Module allows jurors to check themselves in for jury duty. The application provides the same functionality as the user based check-in process within JURY+ Next Generation. The specific features included are:

- Ability to record pool or case attendance
- Allow or Deny Jurors who are not scheduled for Today
- Allow only jurors scheduled for specified locations
- Facilitate optional juror mileage entry

The module runs on any computer that supports a Web Browser. An iPad application interface is also available.

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Installation Services	1	\$2,000	\$2,000
b. Total			\$27,610
c. Application Functions			
1. JURY+ Web Solution Software Fee	1	\$5,000	\$5,000
Installation	1	\$850	\$850
2. JURY+ Mobile App (Web Solution required) Software Fee	1	\$1,000	\$1,000
Installation	1	\$150	\$150
3. JURY+ Self Check In Module Software Fee	1	\$1,250	\$1,250
Installation (per device)	1	\$150	\$150
d. Sales Tax on License Fees a. thru c.	1	7.500%	\$2,465
e. Telephone Training (4 hours max)	1	\$500	\$500
Total Costs			\$38,975

TERMS			
Costs Due Upon Receipt of Order	50%		\$19,487.50
Costs Due Upon Installation	40%		\$15,590.00
Costs Due 30 Days After Installation	10%		\$3,897.50
Grand Total			\$38,975.00

Fourth year annual maintenance			
Application Foundation Server	1	\$3,190	\$3,190
Web Solution	1	\$1,000	\$1,000
Self Check In	1	\$250	\$250
Annual Maintenance			\$4,440

* If you are already a JURY+ client, we will prorate your maintenance to coincide with your current renewal schedule.

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b. Total			\$27,610
c. Application Functions			
1. JURY+ Web Solution Software Fee	1	\$5,000	\$5,000
Installation	1	\$850	\$850
2. JURY+ Mobile App (Web Solution required) Software Fee	1	\$1,000	\$1,000
Installation	1	\$150	\$150
3. JURY+ Self Check In Module Software Fee	1	\$1,250	\$1,250
Installation (per device)	1	\$150	\$150
d. Sales Tax on License Fees a. thru c.	1	7.500%	\$2,465
e. Telephone Training (4 hours max)	1	\$500	\$500
Total Costs			\$38,975
TERMS			
Costs Due Upon Receipt of Order		50%	\$19,487.50
Costs Due Upon Installation		40%	\$15,590.00
Costs Due 30 Days After Installation		10%	\$3,897.50
Grand Total			\$38,975.00
Fourth year annual maintenance			
Application Foundation Server	1	\$3,190	\$3,190
Web Solution	1	\$1,000	\$1,000
Self Check In	1	\$250	\$250
Annual Maintenance			\$4,440

* If you are already a JURY+ client, we will prorate your maintenance to coincide with your current renewal schedule.

IntrabranCh Agreement
Agreement Number 1028347 with Superior Court of California, County of Tehama

http://configure.us.dell.com/dellstore/print_summary_details_popup.aspx?It=print&c=us&cs=04&I=en&model_id=powerege-r420&oc=bce...

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Dell Recycling Contact Site Map Visit ID Feedback

Products

Offers subject to change. Taxes, shipping, handling and other fees apply. U.S. Dell Small Business new purchases only. LIMIT 5 DISCOUNTED OR PROMOTIONAL ITEMS PER CUSTOMER. LIMIT 5 VOSTRO OR INSPIRON UNITS PER CUSTOMER. Dell reserves right to cancel orders arising from pricing or other errors.

*Dell Business Credit: OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 2.5% of account balance.

snFG04

3 of 3

for Jury Services

CourtTalk Jury

Streamline Jury Services Offices for Improved Service

Benefits

- Streamlines juror communications before, during and after service
- Frees staff from answering routine incoming inquiries
- Improves consistency of information delivered to jurors
- Improves juror attendance with courtesy reminder and emergency notice calls to jurors
- Provides seamless IVR call-handling integration that allows calls to go back and forth between IVR and agents without loss of information
- Integrates with court's existing juror management application/data bases

With continually increasing caseloads, reduced budgets and the trend to "One day/One trial" scheduling, the courts are having to communicate with more jurors - and do it more efficiently. CourtTalk Jury allows the court's jury service organization to offer jurors automated methods of obtaining information and self-processing changes 7x24. The majority of juror contacts can be completed without the need for assistance from jury service's staff.

CourtTalk Jury is part of Sonant's family of court contact automation and management products that are helping courts around the country provide better support to the public while reducing operating costs. CourtTalk Jury supports the jurors needs from the time they receive their summons until their service is completed and payment has been made. Answers to frequently asked questions are available to anyone accessing CourtTalk Jury via phone.

CourtTalk

addresses the unique needs of multiple Court divisions, including: Jury Services, Civil, Criminal, Traffic, Small Claims, Probate, Family Law, Juvenile... in short, any application requiring easy public access to information or self service.



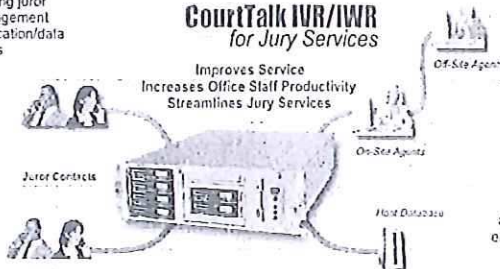
Jurors who enter their ID number can obtain information about their reporting requirements and status as contained in the court's jury management application/database. Depending on the court's business rules, jurors can use the system to enter biographical information, acknowledge their reporting date or process requests for a postponement, disqualification or temporary exemption. The court can also use the system to provide jurors with daily reporting requirements updates. It can also send reminders and emergency telephone messages to jurors.

The IVR features of CourtTalk Jury allows jurors quick and easy access to a live phone agent. If the caller wishes to reach a jury clerk, CourtTalk Jury will transfer the call to a clerk. With Sonant's optional InfoLock IVR/ACD/CTI call center automation functions, callers will be held in queue if all clerks are busy. Clerks can transfer the caller to other staff members or re-insert the caller back to any point in the IVR menu without loss of call information details.

With more of the administrative tasks fully automated by CourtTalk, jury clerks will be less burdened with routine tasks, and better able to handle critical inquiries or emergencies without delay.

CourtTalk IVR/IWR for Jury Services

Improves Service
Increases Office Staff Productivity
Streamlines Jury Services



SONANT

Intrabranh Agreement

Agreement Number 1028347 with Superior Court of California, County of Tehama

Operate Your Jury Services at Peak Efficiency with CourtTalk Jury

for Jury Services

CourtTalk Jury's features include:

- Full integration with all jury services case management applications and databases
- Integration with existing phone and data networks
- Complete record of all transactions in existing host database
- Comprehensive contact statistics report creation
- Remote system administration and diagnostics
- E-mail and fax-back of work certificates
- Open architecture for faster, easier, less expensive future modifications
- Optional Speech Recognition caller interface that provides faster access and completion of callers' tasks
- Optional call center automation

System Expansion:

CourtTalk Jury can grow as the needs of Jury Services grow. Most of its application resources, such as IVR scripts, call groups, and routes are software-defined and are virtually unlimited. Multiple servers can be used to achieve higher port capacity and redundancy for increased performance and expansion.

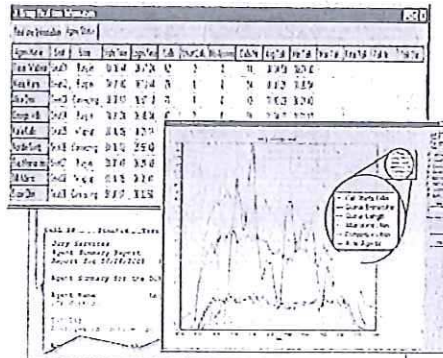
Call Center Automation:

CourtTalk Jury's optional call-processing technology, InfoLock™, ensures that a juror will never have to re-enter any information during a call, not even if the caller is transferred to a jury services clerk. CourtTalk Jury tracks the caller and "locks" information about the caller as it is gathered, then delivers the information, along with the call, to a jury clerk, or from a clerk back to ANY automated part

Standard feature screen-popped database record

The screenshot shows a web-based interface for a database record. It includes fields for Name, Address, Phone, and Date. There are also checkboxes for various options and a 'Save' button. The interface is designed for quick data entry and viewing.

Jury clerks can view complete status of all calls, ratings, and messages



Keep running at peak efficiency with CourtTalk Jury's administration tools, and track jury clerk work status in real-time to best meet call flow demand



Sonant Corporation | 6215 Fenn Square, Suite 200 | San Diego, CA 92121 | Phone: (619) 443-2223
 (619) 443-0100 | Fax: (619) 443-0100 | www.sonant.com | CourtTalk is a trademark of Sonant Corporation. Sonant is a registered trademark of Sonant Corporation. Photos © 2001 Comstock

END OF APPENDIX



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab D
Budget Information

Schedule 1 - Baseline Budget

FY 2015-16

Superior Court - Tehama

Fund Condition Statement

Financing Sources	General - TCTF	General - Non-TCTF	General	Special Revenue Non-Grant	Special Revenue Grant	Capital Project	Debt Service	Proprietary	Total
Beginning Balance	621,906	35,511	657,417	82,237	-	-	-	-	739,655
Current Year Financing Sources									
Revenue	3,703,952	5,500	3,709,452	184,900	-	-	-	-	3,894,352
Reimbursements	572,657	-	572,657	-	521,251	-	-	-	1,093,908
Interfund Transfers	(21,363)	(41,012)	(62,375)	-	62,375	-	-	-	-
Prior Year Revenue Adjustment	-	-	-	-	-	-	-	-	-
Total Current Year Financing Sources	4,255,246	(35,512)	4,219,734	184,900	583,626	-	-	-	4,988,260
Total Financing Sources	4,877,152	(1)	4,877,151	267,137	583,626	-	-	-	5,727,915

Expenditures	General - TCTF	General - Non-TCTF	General	Special Revenue Non-Grant	Special Revenue Grant	Capital Project	Debt Service	Proprietary	Total
Personal Services	3,625,791	-	3,625,791	131,900	168,878	-	-	-	3,926,569
Operating Expenses & Equipment	1,583,805	-	1,583,805	-	385,494	-	-	-	1,969,299
Special Items of Expense	3,000	-	3,000	-	-	-	-	-	3,000
Capital Costs	-	-	-	-	-	-	-	-	-
Internal Cost Recovery	(54,254)	-	(54,254)	25,000	29,254	-	-	-	-
Prior Year Expense Adjustments	-	-	-	-	-	-	-	-	-
Total Expenditures	5,158,342	-	5,158,342	156,900	583,626	-	-	-	5,898,868
Fund Balance	(281,190)	(1)	(281,191)	110,237	-	-	-	-	(170,953)

Fund Balance Classifications	General - TCTF	General - Non-TCTF	General	Special Revenue Non-Grant	Special Revenue Grant	Capital Projects	Debt Service	Proprietary	Total
Nonspendable	-	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-	-
Committed	-	-	-	-	-	-	-	-	-
Assigned	-	-	-	-	-	-	-	-	-
Unassigned	(281,190)	(1)	(281,191)	110,237	-	-	-	-	(170,953)
Total Fund Balance	(281,190)	(1)	(281,191)	110,237	-	-	-	-	(170,953)

Position Reporting

Court Employee Positions (FTEs)	General - TCTF	General - Non-TCTF	General	Special Revenue Non-Grant	Special Revenue Grant	Capital Projects	Debt Service	Proprietary	Total
Total Authorized FTEs Per Schedule 7A:	43.50	0.00	43.50	0.00	1.00	0.00	0.00	0.00	44.50

Schedule 1 - Baseline Budget
Expenditure Summary
FY 2015-16

Superior Court - Tehama

Baseline Budget Expenditure Summary

Account	Description	General - TCTF 2.58%	General - Non-TCTF	Special Revenue Non-Grant	Special Revenue Grant	Capital Project	Debt Service	Proprietary	Total 2.39%
	Salary Savings %								
	Positions:								
	Authorized Positions per Schedule 7A	44	-	-	1	-	-	-	45
	Personal Services:								
900000	Salaries	2,411,133	-	74,140	110,872	-	-	-	2,596,145
910000	Staff Benefits	1,310,658	-	57,750	58,006	-	-	-	1,428,424
914100	Salary Savings	(96,000)	-	-	-	-	-	-	(96,000)
	Total Personal Services	3,625,791	-	131,900	168,878	-	-	-	3,926,569
	Operating Expenses & Equipment:								
920001	General Expense	174,165	-	-	3,293	-	-	-	177,458
924000	Printing	11,000	-	-	-	-	-	-	11,000
925000	Telecommunications	47,060	-	-	400	-	-	-	47,460
926000	Postage	32,700	-	-	-	-	-	-	32,700
928000	Insurance	4,200	-	-	-	-	-	-	4,200
929000	In-State Travel	7,900	-	-	4,100	-	-	-	12,000
931000	Out-of-State Travel	-	-	-	-	-	-	-	-
933000	Training	4,100	-	-	900	-	-	-	5,000
934000	Security	-	-	-	-	-	-	-	-
935000	Facility Operations	35,990	-	-	-	-	-	-	35,990
936000	Utilities	-	-	-	-	-	-	-	-
938000	Contracted Services	448,815	-	-	376,801	-	-	-	825,616
940000	Consulting and Professional Services - County Provided	31,000	-	-	-	-	-	-	31,000
943000	Information Technology	744,975	-	-	-	-	-	-	744,975
945000	Major Equipment	40,500	-	-	40,500	-	-	-	40,500
950000	Other Items of Expense	1,400	-	-	-	-	-	-	1,400
	Total OE&E	1,583,805	-	-	385,494	-	-	-	1,969,299
	Special Items of Expense:								
965000	Jury Costs	3,000	-	-	-	-	-	-	3,000
972000	Other	-	-	-	-	-	-	-	-
973000	Debt Service	-	-	-	-	-	-	-	-
	Total Special Items of Expense	3,000	-	-	-	-	-	-	3,000
983000	Capital Costs	-	-	-	-	-	-	-	-
990000	Distributed Administration & Allocation	(54,254)	-	25,000	29,254	-	-	-	-
999910	Prior Year Expense Adjustments	-	-	-	-	-	-	-	-
	Total Program Expense	5,158,342	-	156,900	583,626	-	-	-	5,898,868

52 Tehama, Superior Court of
Consolidated Fund Condition Report

	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Estimated FY 2015	Estimated FY 2016
Beginning Fund Balance	\$ -1,769,707.79	\$ -1,300,059.75	\$ -2,104,370.64	\$ -846,574.49	\$ -455,025.63	\$ -739,654.51	170,948
Trial Court Revenue Sources	\$ -4,173,288.99	\$ -4,330,332.39	\$ -2,396,188.21	\$ -3,368,716.28	\$ -3,542,393.72		
Trial Court Reimbursements	\$ -487,593.28	\$ -492,026.35	\$ -448,637.31	\$ -620,300.14	\$ -1,241,614.15		
Prior Year Revenue	\$ -4,489.00				\$ -1,092.47		
Revenue Total	\$ -4,665,381.27	\$ -4,822,358.74	\$ -2,844,825.52	\$ -3,989,016.42	\$ -4,785,100.34	-4,988,260	-5,014,776
Personal Services	\$ 3,506,198.21	\$ 3,178,896.44	\$ 3,168,966.15	\$ 3,264,231.52	\$ 3,189,990.61	3,906,565	4,051,893
Operating Expenses and Equipment	\$ 1,621,624.07	\$ 837,365.55	\$ 925,413.07	\$ 1,112,170.42	\$ 1,302,843.98	1,992,298	1,552,307
Special Items of Expense	\$ 7,207.03	\$ 4,920.04	\$ 4,566.28	\$ 4,163.44	\$ 2,956.46		
Internal Cost Recovery	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Prior Year Expense Adjustments		\$ -3,134.18	\$ 3,676.17	\$ -0.10	\$ 4,680.41		
Expense Total	\$ 5,135,029.31	\$ 4,018,047.85	\$ 4,102,621.67	\$ 4,380,565.28	\$ 4,500,471.46	5,898,863	5,604,200
Operating Transfers In	\$ -75,225.21	\$ -72,587.31	\$ -69,236.06	\$ -543,754.96	\$ -18,318.01		
Operating Transfers Out	\$ 75,225.21	\$ 72,587.31	\$ 69,236.06	\$ 543,754.96	\$ 18,318.01		
Other Financial Sources Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Ending Fund Balance	\$ -1,300,059.75	\$ -2,104,370.64	\$ -846,574.49	\$ -455,025.63	\$ -739,654.51	170,948	760,373

10/16/2015



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab E
Current Fund Balance

Judicial Council of California

BASELINE BUDGET

Certification

Court:	<u>Superior Court - Tehama</u>	Fiscal Year:	<u>FY 2015-16</u>
Court Contact:	<u></u>	Budget Prepared By:	<u></u>
Phone:	<u></u>	Preparer's Phone:	<u></u>
E-mail Address:	<u></u>	E-mail Address:	<u></u>

SUMMARY OF SUBMITTED BUDGET		General	Special Revenue Non-Grant	Special Revenue Grant	Capital Project	Debt Service	Proprietary	TOTAL
Beginning Balance		657,417	82,237	0	0	0	0	739,655
Current Year Financing Sources		4,219,734	184,900	583,626	0	0	0	4,988,260
Total Financing Sources		4,877,151	267,137	583,626	0	0	0	5,727,915
Total Expenditures		5,158,342	156,900	583,626	0	0	0	5,898,868
Fund Balance		(281,191)	110,237	0	0	0	0	(170,953)
Fund Balance Classifications								
Nonspendable		0	0	0	0	0	0	0
Restricted		0	0	0	0	0	0	0
Committed		0	0	0	0	0	0	0
Assigned		0	0	0	0	0	0	0
Unassigned		(281,191)	110,237	0	0	0	0	(170,953)

CERTIFICATION

I HEREBY CERTIFY, to the best of my knowledge and belief, that the amounts stated herein and contained in the Baseline Budget detail documents included by reference above, fairly present a statement of all court estimated revenues (financing sources) and court expenditures in accordance with the reporting requirements adopted by the Judicial Council pursuant to authority granted by Government Code section 77206.

Signature of Presiding Judge or Executive Officer

Date



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab F

Three Year Fund Balance History

52 Tehama, Superior Court of Consolidated Fund Condition Report

	FY 2011	FY 2012	FY 2013	FY 2014
Beginning Fund Balance	\$ -1,300,059.75	\$ -2,104,370.64	\$ -846,574.49	\$ -455,025.63
Trial Court Revenue Sources	\$ -4,330,332.39	\$ -2,396,188.21	\$ -3,368,716.28	\$ -3,542,393.72
Trial Court Reimbursements	\$ -492,026.35	\$ -448,637.31	\$ -620,300.14	\$ -1,241,614.15
Prior Year Revenue				\$ -1,092.47
Revenue Total	\$ -4,822,358.74	\$ -2,844,825.52	\$ -3,989,016.42	\$ -4,785,100.34
Personal Services	\$ 3,178,896.44	\$ 3,168,966.15	\$ 3,264,231.52	\$ 3,189,990.61
Operating Expenses and Equipment	\$ 837,365.55	\$ 925,413.07	\$ 1,112,170.42	\$ 1,302,843.98
Special Items of Expense	\$ 4,920.04	\$ 4,566.28	\$ 4,163.44	\$ 2,956.46
Internal Cost Recovery	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Prior Year Expense Adjustments	\$ -3,134.18	\$ 3,676.17	\$ -0.10	\$ 4,680.41
Expense Total	\$ 4,018,047.85	\$ 4,102,621.67	\$ 4,380,565.28	\$ 4,500,471.46
Operating Transfers In	\$ -72,587.31	\$ -69,236.06	\$ -543,754.96	\$ -18,318.01
Operating Transfers Out	\$ 72,587.31	\$ 69,236.06	\$ 543,754.96	\$ 18,318.01
Other Financial Sources Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Ending Fund Balance	\$ -2,104,370.64	\$ -846,574.49	\$ -455,025.63	\$ -739,654.51

Last Data Update

09/25/2015 01:09:12



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab G
Audit Findings

Section	Report Status	Report #	Log #	Issue Description	Court Response	Response Description	Issue Status	Est. Completion Date
Fiscal Mgmt and Budgets	Report	2.1	12	Our review of the October, November, and December timesheets revealed that, contrary to its Personnel Rules, the CEO does not always submit biweekly timesheets certifying time worked or leave taken for the respective pay period. Specifically, the CEO di	Agree	Recommendation 1: The Court agrees and will require all exempt employees, including the CEO, to submit bi-weekly timecards certifying time worked and leave taken each pay period. Recommendation 2: The Court agrees and will follow the recommendation	The Court sent out a memo of the policy and it is attached. "All Exempt Employees" date 2-26-2015, complies with the bi-weekly timecard. See Attachment 1	2/26/2015
Fiscal Mgmt and Budgets	Report	2.1	12	The Court's Personnel Rules, dated September 2003, should be periodically reviewed and updated to ensure they remain current. For example, although the rules require managers to sign non-exempt employee timesheets, the rules do not require appropriate ap	Agree	Recommendation 1: The Court agrees and will require all exempt employees, including the CEO, to submit bi-weekly timecards certifying time worked and leave taken each pay period. Recommendation 2: The Court agrees and will follow the recommendation.	The Court sent out a memo of the policy and it is attached. "All Exempt Employees" date 2-26-2015, complies with the bi-weekly timecard. See Attachment 1	2/26/2015
Fiscal Mgmt and Budgets	Report	2.1	12	The Court is not properly recording compensating overtime in the accounting GL accounts. Specifically, the Court records compensating overtime taken or paid to employees, at the end of the year when their compensating overtime balance exceeds 80 hours, to	Agree	Recommendation 1: The Court agrees and will require all exempt employees, including the CEO, to submit bi-weekly timecards certifying time worked and leave taken each pay period. Recommendation 2: The Court agrees and will follow the recommendation.	The Court sent out a memo of the policy and it is attached. "All Exempt Employees" date 2-26-2015, complies with the bi-weekly timecard. See Attachment 1	2/26/2015

Superior Court of California,
County of Tehama

Fiscal Mgmt and Budgets	Report	2.1	12	The Court's process for pre-authorizing overtime does not assure that the overtime is approved before the overtime is worked. Specifically, Court managers approve employee overtime by signing the timesheets that employees prepare subsequent to working th	Agree	Recommendation 1: The Court agrees and will require all exempt employees, including the CEO, to submit bi-weekly timecards certifying time worked and leave taken each pay period. Recommendation 2: The Court agrees and will follow the recommendation.	The Court sent out a memo of the policy and it is attached. "All Exempt Employees" date 2-26-2015, complies with the bi-weekly timecard. See Attachment 1	2/26/2015
Fiscal Mgmt and Budgets	Report	2.1	12	Contrary to Court Personnel Rules, employees do not always sign their biweekly timesheets. In addition, also contrary to Court rules, supervisors do not always sign the employee biweekly timesheets to demonstrate their review and approval of the hours wo	Agree	Recommendation 1: The Court agrees and will require all exempt employees, including the CEO, to submit bi-weekly timecards certifying time worked and leave taken each pay period. Recommendation 2: The Court agrees and will follow the recommendation.	The Court created and filled the position of Accounting Technician who reviews for signatures and accuracy. Job description attached. See Attachment 2	11/1/2014
Cash Collections	Log Only	Log		The Court does not run reports of void transactions to monitor and review the propriety of these transactions.	Agree	The Court agrees. A procedure has been implemented requiring the Division Managers to run a weekly void report to monitor and review the propriety of all void transactions.	Complete	7/1/2010
Cash Collections	Log Only	Log		Out of 15 cases reviewed where payment was suspended, the Court incorrectly coded 4 cases as payment suspended.	Agree	The Court reviewed each of the cases and made corrections to the coding.	Complete	7/1/2010
Cash Collections	Log Only	Log		At the time of our review, the Court did not post a notice to the public regarding ensuring they obtain and retain a receipt for their records.	Agree	The Court agrees. Notice to the Public to obtain and retain a receipt for their records are posted at each court location.	The Court Posted a public notice stating a receipt is available upon payment. See Attachment 3	7/1/2010

Superior Court of California,
County of Tehama

Cash Collections	Log Only	Log		Employment poster incomplete.	Agree	The Court agrees. Employment posters at each Court location have been fully completed.	Complete	7/1/2010
Cash Collections	Report	5.1	1	Three people are capable of authorizing voids and performing the incompatible function of entering payments into CMS.	Agree	The Court agrees to the items listed in a through e. The following changes have been discussed with the Mgr. of the Criminal Division and have been implemented: a. Authorization of voids is now limited to the Division Mgr. b. Verifying the closeout and	Attached is the void transaction procedure which states approval of voids is done by the Manager. See Attachment 4	1/1/2004
Cash Collections	Report	5.1	1	Three people are capable of performing the daily closeout and balancing procedures as well as performing the incompatible function of verifying the closeout and balancing procedures.	Agree	The Court agrees to the items listed in a through e. The following changes have been discussed with the Mgr. of the Criminal Division and have been implemented: a. Authorization of voids is now limited to the Division Mgr. b. Verifying the closeout and	The Court created and filled the position of Accounting Technician who performs the daily close and is then verified by the Courts Fiscal Manager or designee. Job description attached. See Attachment 2	11/1/2014
Cash Collections	Report	5.1	1	Three people are capable of preparing as well as performing the incompatible function of actually making the deposit.	Agree	The Court agrees to the items listed in a through e. The following changes have been discussed with the Mgr. of the Criminal Division and have been implemented: a. Authorization of voids is now limited to the Division Mgr. b. Verifying the closeout and	The Court created and filled the position of Accounting Technician who performs the daily deposits and is then verified by the Courts Fiscal Manager or designee. Job description attached. See Attachment 2	11/1/2014

Superior Court of California,
County of Tehama

Cash Collections	Report	5.1	1	Two people are capable of processing and performing the incompatible function of approving bail refunds.	Agree	The Court agrees to the items listed in a through e. The following changes have been discussed with the Mgr. of the Criminal Division and have been implemented: a. Authorization of voids is now limited to the Division Mgr. b. Verifying the closeout and	The Court created and filled the position of Accounting Technician who processes bail refunds which is then verified by the Courts Fiscal Manager or designee. Job description attached	11/1/2014
Cash Collections	Report	5.1	1	Account clerk is capable of processing and performing the incompatible function of approving trust account refunds.	Agree	The Court agrees to the items listed in a through e. The following changes have been discussed with the Mgr. of the Criminal Division and have been implemented: a. Authorization of voids is now limited to the Division Mgr. b. Verifying the closeout and	The Court created and filled the position of Accounting Technician who processes trust refunds which is then verified by the Courts Fiscal Manager or designee. Job description attached. See Attachment 2	11/1/2014
Cash Collections	Report	5.2	2	Court location does not always secure unprocessed mail payments.	Agree	The Court agrees. All unprocessed mail is secured each day.	There is a safe located in each division where all unprocessed mail is secured each day.	7/1/2010
Cash Collections	Report	5.3	3	The Court does not always mail NSF deficiency notices when notified of a NSF check. Specifically, the Court did not mail a NSF deficiency notice in 3 of 8 NSF cases reviewed.	Agree	The court agrees and the Civil Manager has been counseled regarding NSF procedures.	The Court has a policy in place that a NSF deficiency notice is sent to the account holder giving them 2 weeks to provide the Court	3/1/2010

Superior Court of California,
County of Tehama

Cash Collections	Report	5.3	3	The Court waited 38 business days to mail a NSF deficiency notice in 1 of the 8 NSF cases reviewed.	Agree	The court agrees and the Civil Manager has been counseled regarding NSF procedures.	Complete	3/1/2010
Cash Collections	Report	5.4	4	The Court does not have procedures to track and monitor overages. As a result, the Court did not know whether it had overages exceeding \$10.	Agree	The court disagrees in part. The court does have procedures to track and monitor overages in the court's Cash Handling Procedures. The problem was that employees were not always following the procedures.	Attached is the procedure which was reiterated to the Court Clerks. See Attachment 6	
Cash Collections	Report	5.4	4	The Court does not account for overages in a separate general ledger account.	Agree	One miscellaneous revenue GL account is now designated for cash overages. Even though we were able back track and identify all overages having one specific GL will make it easier. This was corrected immediately.	The Court has created a separate GL account for any overages	3/1/2010
Cash Collections	Report	5.4	4	The Court posted the two unidentified overages exceeding \$10 it had in fiscal year 2008-2009 to its operations fund instead of to a trust fund.	Agree	The Division Managers will re-distribute the Cash Handling Procedures and monitor the procedures to insure all employees are following them.	Attached is the procedure which was reiterated to the Court Clerks. See attachment 5	3/1/2010
Information Services	Report	6.1	9	The Court does not maintain a list of all current employees with their passwords authorized to access the DMV database, as well as inactive users, as required by the MOU with DMV.	Agree	The Court has established a list of current and inactive users, along with their user IDs and passwords who are/or were authorized to access DMV databases as required by the MOU with DMV. This list is maintained by Denese Hurst, Asst. CEO.	Complete	4/1/2010

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Information Services	Report	6.1	9	Not all Court employees with access to sensitive data in the DMV databases had a signed Employee Security Statement on file. Specifically, 3 of 20 employees who have access to DMV databases did not have a signed Employee Security Statement on file and a	Agree	All employees with access to DMV data bases have renewed and signed an Information Security Statement, Form INF 1128. Renee Kennedy, Superior Court Secretary is responsible for circulating the forms annually for renewal and signatures.	Complete	4/1/2010
Information Services	Report	6.1	9	Not all signed Employee Security Statements are current within the last 12 months. Specifically, 14 of 16 signed Employee Security Statements on file were signed between July and November 2004 while an additional Employee Security Statement was signed in	Agree	All employees with access to DMV data bases have renewed and signed an Information Security Statement, Form INF 1128. Renee Kennedy, Superior Court Secretary is responsible for circulating the forms annually for renewal and signatures.	Complete	4/1/2010
Information Services	Report	6.2	16	The Court did not calculate and deduct the GC 68090.8 2% State Automation allocation from the PC 1202.4 State Restitution fine. We noted this exception for the 3 DUI, 1 Reckless Driving, 1 DV, and 1 Health and Safety cases we reviewed. Per GC 68090.8, th	Agree	The Court agrees. The PC 1202.4 distribution was corrected in May 2010.	Complete	5/1/2010
Banking and Treasury	Log Only	Log		The Court could not demonstrate that it maintains a check register for its Revolving bank account, although it has a balance of \$2,000 and no activity since 2006.	Agree	The Court agrees. There has been no activity in this account since 2006. This account was established for emergency use. The check register has been archived.	Complete	7/1/2010

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Fixed Asset Management	Report	12.1	13	The Court overstated the value of the fixed assets it reported in fiscal year 2007-2008 and 2008-2009 when it included assets that are individually valued at under \$5,000 per item. Specifically, it reported approximately \$158,250 of assets that are value	Agree	The Court agrees with the recommendation. Connie Holler, Deputy CEO/Budget and Revenue Manager, has completed a review of the listing of fixed assets. Only items individually valued at \$5,000.00 or more with an anticipated useful life of more than one y	Complete	6/1/2010
Fixed Asset Management	Report	12.1	13	At the time of our review, the Court had not reported in its fiscal year-end 2008-2009 Fixed Assets Reports the fixed asset component of its new phone system that it purchased in June 2009.	Agree	The Court agrees with the recommendation. Connie Holler, Deputy CEO/Budget and Revenue Manager, has completed a review of the listing of fixed assets. Only items individually valued at \$5,000.00 or more with an anticipated useful life of more than one y	Complete	6/1/2010
Bail	Log Only	Log		The Court could not demonstrate that its judges prepared, revised, and adopted (as required annually by statute) a Uniform Countywide Schedule of Bail for calendar year 2009.	Agree	The Court has adopted a Uniform Countywide Schedule of Bail for 2010.	Complete	2/1/2010

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Updated Response June 2015								
Section	Report Status	Report #	Log #	Issue Description	Court Response	Response Description	Issue Status	Est. Completion Date
Court Administration	Log Only	Log		The submitted list does not specify the length of time each cause has been under submission as required by Rule of Court 10.603 (c) (3).	Disagree	The Court disagrees. Submitted cases are tracked through CMS by Court Administration. Each month every Judge, including the Presiding Judge receives a list of all submitted cases by Judicial Officer which includes the date of submission. Since the list	Incomplete	
Court Administration	Log Only	Log		The submitted list does not sort submitted cases by length of time, 30-60, 61-90, or over 90-days, under submission as required by Rule of Court 10.603 (c) (3).	Disagree	**The list specifies the date a case was taken under submission from which one can easily ascertain the number of days under submission. It is our position it provides the Judge more information than required by the Rule because the Judge can determine t	Incomplete	
Court Administration	Log Only	Log		The back-up data storage site has never been tested.	Agree	The Court does not have a true backup data storage site at this time. The Court will look into obtaining a site.	Incomplete	12/1/2010

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Court Administration	Log Only	Log		The affidavits for one judge were not dated.	Agree	The Court Agrees. The Court will review all affidavits submitted to ensure the dates have been filed in.	Incomplete	7/1/2010		
Court Administration	Log Only	Log		Off-site data storage is the information systems support specialist's home.	Agree	In the meantime, the Court will purchase a locker to store the tapes in. The locker will be located off-site from the Courthouse.	Incomplete	7/1/2010		
Court Administration	Report	1.1	10	Our review of the Court's fiscal year 2007-2008 and 2008-2009 Trial Balances revealed that, although no specific authority exists allowing it to enter into such revenue sharing agreement, the Court received \$1,900 from a private vendor that facilitates co	Agree	The Court agrees. The Court will consider requesting and obtaining from AOC Office of the General Counsel a determination of its authority to enter into a revenue sharing agreement with a vendor providing teleconferencing for court appearances.	Incomplete	12/1/2010		

Cash Collections	Log Only	Log		Out of 15 In Forma Pauperis fee waivers reviewed, 1 order granting the fee waiver was not dated, 1 fee waiver was granted even though the application was incomplete, and another fee waiver was granted even though the stated income exceed the income thresh	The Court agrees. Forma Pauperis fee waivers are individually processed, omission of dates, information will be brought to the attention of the Judicial Officer or clerk who signed the waiver.	Incomplete	7/1/2010		
Cash Collections	Log Only	Log		Safe combination is kept in a division manager's unlocked desk drawer.	The Court agrees. The division manager's desk will be locked at all times.	Incomplete	7/1/2010		
Cash Collections	Log Only	Log		The Court does not conduct a secondary review of documents stamped with a judge's signature stamp.	The Court agrees. However, the stamps are used on a limited basis with the Judges' approval.	Incomplete	7/1/2010		
Cash Collections	Log Only	Log		The Court delegated broad authority to delete transactions and cases. It authorized 11 employees to delete transactions and 7 employees to delete cases.	The Court agrees. The authority to delete transactions and cases will be limited to the Data Base Administrator.	Incomplete	9/1/2010		

Cash Collections	Log Only	Log		The Court delegated "Advanced Accounting" authority to too many employees; with this authority 11 employees can, among other things, void a payment prior to today, change the date of voids, refunds, or bad check reversals, delete a payment prior to today.		The Court agrees. The Court has contacted the CMS provider and will implement programming changes.	Incomplete	9/1/2010		
Cash Collections	Report	5.1	1	Personnel at one Court location, except manager and supervisor, as well as four people at another Court location, are capable of setting up cases and performing the incompatible function of entering payments for the same cases into CMS.	Agree	The Court agrees to the items listed in a through e. The following changes have been discussed with the Mgr. of the Criminal Division and have been implemented: a. Authorization of voids is now limited to the Division Mgr. b. Verifying the closeout and	Incomplete	12/1/2010	The Court has developed a procedure that has been reduced to writing and is in the process of being submitted to judicial council for approval.	1/1/2016

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Cash Collections	Report	5.1	1	The Court does not prohibit employees assigned to set up new cases in CMS from performing the incompatible cash collection and/or accounts receivable functions as outlined in the FIN Manual.	Disagree	The Court disagrees with the issue prohibiting employees assigned to set up new cases in CMS from performing the incompatible cash collection and/or accounts receivable function. Due to limited and reduced staffing in the Civil and Criminal Division and	Incomplete	12/1/2010	Both divisions are in compliance as outlined in the Fin Manual, however due to staffing limitations there are occasions when certain duties may cross over.	6/1/2015
Cash Collections	Report	5.2	2	The Court performs the daily closeout process the next business day rather than at the end of the day delaying the possible discovery and investigation of out-of-balance transactions and cash receipts.	Agree	The Court agrees with the recommendation in item 1 as it relates to the requirement that each location perform the daily closeout process at the end of each day and requiring each supervisor to sign and date the closeout/balancing reports and with the rec	Incomplete	12/1/2010	The Court created and filled the position of Accounting Technician who performs the daily closeout of all divisions at the end of each business day. Deposit is locked up and made the following day. See attachment 2 job description.	11/1/2014

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Cash Collections	Report	5.2	2	The Court could not demonstrate evidence of supervisory review of daily closeout process.	Agree	The Court agrees with the recommendation in item 1 as it relates to the requirement that each location perform the daily closeout process at the end of each day and requiring each supervisor to sign and date the closeout/balancing reports and with the rec	Incomplete	12/1/2010	After the Accounting technician completes the daily closeout process, the Fiscal Manager verifies and initials the daily closeout each day.	11/1/2014
Cash Collections	Report	5.2	2	Bank deposit slips are not signed by the preparer.	Agree	The Court agrees with the recommendation in item 1 as it relates to the requirement that each location perform the daily closeout process at the end of each day and requiring each supervisor to sign and date the closeout/balancing reports and with the rec	Incomplete	12/1/2010	The Court has followed the recommendation and deposit slips are now signed by the preparer.	11/1/2014
Cash Collections	Report	5.2	2	Prepared bank deposits do not evidence supervisory review, such as supervisor initials or signature. One deposit we noted was 50 cents over the daily closeout report total.	Agree	The Court agrees with the recommendation in item 1 as it relates to the requirement that each location perform the daily closeout process at the end of each day and requiring each supervisor to sign and date the closeout/balancing reports and with the rec	Incomplete	12/1/2010	After the Accounting technician completes the bank deposit, the Fiscal Manager verifies and initials the daily bank deposit.	11/1/2014

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Cash Collections	Report	5.2	2	Supervisors do not maintain physical custody of manual receipts.	Agree	The Court agrees with the recommendation in item 1 as it relates to the requirement that each location perform the daily closeout process at the end of each day and requiring each supervisor to sign and date the closeout/balancing reports and with the rec	Incomplete	12/1/2010	The manual receipts are delivered to the Accounting Technician at the end of each business day where they remain in custody.	11/1/2014
Cash Collections	Report	5.2	2	Manual receipts are not always posted timely in CMS. Of the 13 payments we reviewed that are associated with manual receipts, 1 was entered 3 business days after collection.	Agree	The Court agrees with the recommendation in item 1 as it relates to the requirement that each location perform the daily closeout process at the end of each day and requiring each supervisor to sign and date the closeout/balancing reports and with the rec	Incomplete	12/1/2010	Manual receipts are only used in the event that our CMS system is down and are then entered into CMS as soon as it is restored. See attachment 6	12/1/201012/1/2010

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Cash Collections	Report	5.2	2	Not all manual receipts are completed with pertinent information. Of 13 reviewed at Civil, 1 did not indicate name from whom payment received, 1 did not indicate the case #, check #, nor amount received. Of 15 reviewed at Crim/Traffic, 4 were not dated an	Agree	The Court agrees with the recommendation in item 1 as it relates to the requirement that each location perform the daily closeout process at the end of each day and requiring each supervisor to sign and date the closeout/balancing reports and with the rec	Incomplete	12/1/2010	The Court Created and filled the position of Accounting Technician who reviews any manual receipts, if there is missing information it is returned to the clerk. See attachment 2 job description.	11/1/2014
Cash Collections	Report	5.2	2	Manual receipts are used for reasons other than when CMS is down.	Agree	The Court agrees with the recommendation in item 1 as it relates to the requirement that each location perform the daily closeout process at the end of each day and requiring each supervisor to sign and date the closeout/balancing reports and with the rec	Incomplete	12/1/2010	The Court now uses manual receipts only in the event CMS is down.	11/1/2014

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Cash Collections	Report	5.2	2	The Court could not demonstrate consistent evidence of supervisory review of void transactions.	Agree	The Court agrees with the recommendation in item 1 as it relates to the requirement that each location perform the daily closeout process at the end of each day and requiring each supervisor to sign and date the closeout/balancing reports and with the rec	Incomplete	12/1/2010	The Division Managers run a monthly void report which they verify and initial. These are stored with month end reports.	12/1/2010
Cash Collections	Report	5.2	2	All cashiers share one cash till, thus making it difficult, if not impossible, to hold any one person accountable for any cash discrepancies.	Agree	The Court is not able to follow the recommendations as outlined in item 1 requiring each cashier to have his/her own cash drawer and in item 4, use two-person teams to open and process the mail. We are a small court with limited staff. In the past year	Incomplete	12/1/2010	The Court understands the severity of preventing any cash discrepancies and to that extent we have created a counter rotation schedule, limiting the number of clerks accessing the cash drawer. Upon relocation to the new Courthouse individual cash drawers will be in place.	1/1/2015

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Cash Collections	Report	5.2	2	The Court does not use a two-person team to open mail.	Agree	The Court is not able to follow the recommendations as outlined in item 1 requiring each cashier to have his/her own cash drawer and in item 4, use two-person teams to open and process the mail. We are a small court with limited staff. In the past year	Incomplete	12/1/2010	The Court has developed a procedure that has been reduced to writing and is in the process of being submitted to judicial council for approval.	1/1/2016
Cash Collections	Report	5.2	2	At the time of our review, the mail payment log was not reconciled to CMS.	Agree	The Court agrees. The former Division Manager did not reconcile the mail payment log to CMS. Since her appointment January 1, 2010, the current Division Manager, Lore Chrasia, reconciles the mail payment log to CMS daily.	Incomplete	2/1/2010	The Court has developed a procedure that has been reduced to writing and is in the process of being submitted to judicial council for approval.	1/1/2016
Cash Collections	Report	5.2	2	The cash till is kept in unlocked drawer at the front counter during business hours.	Agree	The Court agrees, The drawer containing the cash till will be kept in a locked drawer at the front counter during business hours.	Incomplete	9/1/2010	The Court had a lock installed on the cash drawer in both Divisions .	9/1/2010

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Cash Collections	Report	5.5	14	The Court does not refer delinquent cases to its third-party collections agency within the timeframe stated in its contract with the collections agency.	Agree	The Court agrees and will follow the recommendation.	Incomplete	7/1/2010	The Court follows the time frame stated in the contract with Shasta Collections on all newer cases. The Court is working on past GC Services cases to get in compliance with the appropriate 30 day time frame	7/1/2012
Cash Collections	Report	5.5	14	The Court does not perform reconciliations to CMS of cases referred to the Court's third-party collections agency.	Agree	The Court agrees, however, our CMS system does not have the capability to track the cases referred to GCS at this time. Extensive programming is required in order to track the collection activity on accounts referred to GCS. The Court is working with	Incomplete	7/1/2010	A monthly collections report is mailed to the Fiscal Manager who performs the reconciliation.	5/15/2015
Cash Collections	Report	5.5	14	The Court does not track cases referred to its third-party collections agency to determine amount collected and outstanding on a per-case basis.	Agree	The Court agrees, however, our CMS system does not have the capability to track the cases referred to GCS at this time. Extensive programming is required in order to track the collection activity on accounts referred to GCS. The Court is working with	Incomplete	7/1/2010	The Fiscal Manager has created a spreadsheet to determine the amount referred and collected.	5/15/2015

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Cash Collections	Report	5.5	14	Out of 25 cases reviewed where a payment of fines/fees were due to the Court, 8 cases were delinquent; 7 of the 8 were between 78 and 421 days past due and had not been referred to the collections agency at the time of our review.	Agree	The Court agrees and will follow the recommendation.	Incomplete	7/1/2010	The Court has approved overtime specifically designated for referring delinquent cases to collections.	3/1/2015
Information Services	Log Only	Log		The Court personnel currently have unlimited number of concurrent logins; Court is looking into limiting concurrent logins.	Agree	The Court agrees. The Court has looked into limiting the number of sessions , but found it is not practical for our work environment.	Incomplete			
Information Services	Log Only	Log		The Court does not require written approval for creation or modification of user accounts due to staff limitations.	Agree	The Court agrees. Due to staff limitations there are no plans to change our procedures.	Incomplete			
Information Services	Log Only	Log		The Court does not have power cut-off switches or smoke detectors in place to prevent major damage to computer equipment.	Agree	The Court agrees. Power cut off switches would be too costly to install and smoke detectors would not be effective.	Incomplete			

Information Services	Log Only	Log		The Court does not have an IT policy and procedures manual; it is in the beginning stages of developing one.	Agree	The Court agrees. The IT Policy and Procedures Manual is in the development stages.	Incomplete	12/1/2010		
Information Services	Log Only	Log		There are no fire suppression equipment inside the computer room.	Agree	The Court agrees. Fire suppression equipment has been ordered.	Incomplete	8/1/2010		
Information Services	Log Only	Log		The Court incorrectly distributed the \$400 Domestic Violence fee for 1 of the 4 domestic violence cases we reviewed during our testing of DV assessments to the Criminalistics Lab Fund instead of to the Domestic Violence Fund.	Agree	The Court agrees. The account on the case was setup by the clerk using the wrong accounting code. No payments have been made on the case and the account has been corrected.	Incomplete	8/1/2010		
Information Services	Log Only	Log		The Court does not monitor employee query activity to sensitive data in the DMV system.	Agree	The Court agrees. At this time the Court has no way of monitoring employee query activity, but will contact the DMV for guidance.	Incomplete	9/1/2010		

Information Services	Report	6.2	16	The Court incorrectly used the VC 42007 Traffic Violator School distribution instead of the VC 42007.4 Traffic Violator School distribution for Railroad Crossing violations for the 1 Railroad Traffic School case we reviewed.	Agree	The Court agrees. Our CMS programmers are working on this problem.	Incomplete	9/1/2010		
Information Services	Report	6.2	16	The Court incorrectly included the PC 1465.7 20% State Surcharge when calculating the 30% VC 42007.3 Red Light and VC 42007.4 Railroad allocations for the 2 Red Light Traffic School and 1 Railroad Traffic School cases we reviewed. Per PC 1465.7, the 20%	Agree	The Court agrees. This problem is the same as #2, our CMS programmers are working on the problem.	Incomplete	9/1/2010		

Information Services	Report	6.2	16	The Court does not always allocate its Top-Down distributions in direct proportion to the standard bail applicable to the case. We noted this exception for the 3 DUI, 1 Reckless Driving, 2 of 3 Speeding Traffic School, 2 Child Seat, 1 DV, and 1 Fish and	Agree	The Court disagrees. We were using our current CMS program during several SCO audits and they indicated the Top-Down distribution was acceptable. The Court will re-examine the Top-Down distributions to make sure distributions are appropriate.	Incomplete	9/1/2010		
Information Services	Report	6.2	16	The Court incorrectly applied the 1/3 to State and 2/3 to County PC 1203.097(a)(5) Domestic Violence fee split for the 1 DV case we reviewed. The conviction date for this case was on 6/24/2009, whereas the 1/3 to State and 2/3 to County split did not cha	Agree	The Court agrees. The matter has been referred to our CMS programmer. The programming will be completed by September 30, 2010.	Incomplete	9/1/2010		
Banking and Treasury	Log Only	Log		The Court does not have a written process in place to ensure that funds are delivered to its bank for deposit as outlined in FIN 13.01, 6.3.	Agree	The Court agrees. A written process will be adopted to ensure that funds are delivered to its bank for deposit as outlined in FIN 13.01.	Incomplete	12/1/2010		

Banking and Treasury	Log Only	Log		The Court does not ensure that the monthly bank reconciliation for its Revolving bank account is prepared, and signed and dated by both the preparer and the reviewer.	The Court agrees. The Court will ensure that the monthly bank reconciliation for its Revolving bank account is prepared, and signed and dated by both the preparer and reviewer.	Incomplete	12/1/2010		
Banking and Treasury	Log Only	Log		The Deputy CEO, who is also the Finance Manager, has too much control over revolving account; she controls the check stock, prepares and signs checks, and is responsible for performing the reconciliation for the Court's Revolving bank account.	The Court agrees. The duties will be distributed, the CEO will control the check stock, the Systems Support Specialist will reconcile the bank statements.	Incomplete	7/1/2010		
Court Security	Report	Log		Deputy radios at some locations do not always transmit out to sheriff dispatch.	The Court agrees. Budgetary restraints have limited the funds available to pay for items outside the current Bailiff/Security Agreements.	Incomplete			
Court Security	Log Only	Log		Not all fire exit doors are alarmed at some Court locations.	The Court agrees. This is a facility issue and has been referred to the AOC Office of Court Construction and Management.	Incomplete	10/1/2010		

Court Security	Log Only	Log		Some Court locations do not have smoke detectors installed.	Agree	The Court agrees. This is a facility issue and has been referred to the AOC Office of Court Construction and Management.	Incomplete	10/1/2010		
Court Security	Log Only	Log		A Court location does not have fire extinguishers available.	Agree	The Court agrees. Facilities Maintenance has been contacted.	Incomplete	10/1/2010		
Court Security	Log Only	Log		A Court location does not have a fire alarm system.	Agree	This is a facility issue and has been referred to the AOC Office of Court Construction and Management.	Incomplete	10/1/2010		
Court Security	Log Only	Log		The records storage area at one Court location does not have a door to secure and restrict entry.	Agree	The Court agrees. This is a facility issue and has been referred to the AOC Office of Court Construction and Management.	Incomplete	10/1/2010		
Court Security	Log Only	Log		Some Court locations do not have a burglar alarm system.	Agree	The Court agrees. This is a facility issue and will be referred to the AOC Office of Court Construction and Management.	Incomplete	10/1/2010		
Court Security	Log Only	Log		The Court does not have an emergency manual.	Agree	The Court agrees. The Court is developing an emergency manual.	Incomplete	12/1/2010		
Court Security	Log Only	Log		The Court has not performed a building evacuation drill in the last 12 months.	Agree	The Court agrees. The historic Courthouse is a County Building. The matter will be referred to County Facilities Maintenance.	Incomplete	12/1/2010		

				Some Court locations do not have a fire suppression system.	Agree	The Court agrees. This is a facility issue. The Court will contact the County Facility Maintenance Dept., they are responsible for maintenance of this building. Ownership of another facility has been transferred to the State. This issue has been ref	Incomplete	12/1/2010		
Court Security	Log Only	Log		Some Court locations do not have a method to quickly alert employees to evacuate the building.	Agree	The Court agrees. The Court is developing an emergency manual.	Incomplete	12/1/2010		
Court Security	Log Only	Log		A Court location does not use checkout procedures for court files.	Agree	The Court agrees in part. If a court file is transferred, it is entered in CMS and transported by the Court's bailiff. A checkout procedure will be developed.	Incomplete	12/1/2010		
Court Security	Log Only	Log		At the time of our review, one Court location could not inform us whether or not the fire sprinkler system had been tested within the last 12 months.	Agree	The Court agrees. Testing of the fire sprinkler system was completed by Aleut Facilities Maintenance on June 30, 2010.	Incomplete	6/1/2010		

Court Security	Log Only	Log		A Court location does not require that deputies open large packages received through the mail.	Agree	The Court agrees. The Court will require the bailiff assigned to the location to open large packages received through the mail.	Incomplete	7/1/2010		
Court Security	Log Only	Log		Not all Court keys are stamped "Do Not Duplicate".	Agree	The Court agrees. A card access system has been installed at the locations reducing the need for keys to these buildings. Another Courthouse is a County Facility.	Incomplete	7/1/2010		
Court Security	Log Only	Log		A Court location has not established a key nest.	Agree	The Court agrees. The Division Manager will establish a key nest.	Incomplete	8/1/2010		
Court Security	Report	8.1	6	Neither of the Court's MOUs contains a line-item expense breakdown of the budgeted amount for bailiff and weapons screener costs that can be used to monitor the monthly costs charged for security services.	Agree	Although, the detailed breakdown of the budgeted bailiff and weapons screener costs, the associated staff benefits, and other agreed costs is not included in the current MOU with the Sheriff, a computer worksheet reflecting the breakdown is provided by th	Incomplete			

Court Security	Report	8.1	6	Uniform allowances are not specified as part of the stated compensation in the MOU.	Agree	Although, the detailed breakdown of the budgeted bailiff and weapons screener costs, the associated staff benefits, and other agreed costs is not included in the current MOU with the Sheriff, a computer worksheet reflecting the breakdown is provided by th	Incomplete			
Court Security	Report	8.1	6	The Court has not developed a Court Security Plan.	Agree	The Court agrees with Recommendation 1 and is in the process of completing the Court's comprehensive court security plan following recent meetings with the Sheriff.	Incomplete	12/1/2010		
Court Security	Report	8.1	6	At the time of our review, the Court had not negotiated current court security MOUs for fiscal year 2008-2009.	Agree	The Court agrees with Recommendation 2 and is completing the development and execution of its current MOU's with the Sheriff.	Incomplete	12/1/2010		

				Although the Court electronically processes and approves requisitions within SAP, it did not follow its own written purchasing procedures and document appropriate approval of a written requisition for at least 18 of the 24 procurements we reviewed.	Agree	The Court agrees. The Court does not have a dedicated procurement department but will make sure to issue purchase orders for all purchase orders for all purchases of items exceeding \$500 and document sole-source justifications for those items that cannot	Incomplete	7/1/2010		
Procurement	Log Only	Log		The Court also did not follow the competitive procurement methods suggested in the FIN Manual corresponding to the value of the procurement, nor did it document a sole-source justification that explains the reason for the sole-source procurement and how i	Agree	The Court agrees. The Court does not have a dedicated procurement department but will make sure to issue purchase orders for all purchase orders for all purchases of items exceeding \$500 and document sole-source justifications for those items that cannot	Incomplete	7/1/2010		
Contracts	Log Only	Log		Two contracts did not contain an independent contractor clause.	Agree	The Court agrees. When the contracts are up for renewal, the independent contractor clause will be added.	Incomplete			

Contracts	Log Only	Log		All three contracts did not contain an availability of funds clause.	Agree	The Court agrees. When the contracts are up for renewal, the clause regarding availability of funds will be added.	Incomplete			
Contracts	Log Only	Log		Two contracts did not contain an insurance clause.	Agree	The Court agrees. When the contracts are up for renewal the insurance clause will be added.	Incomplete			
Contracts	Log Only	Log		Two contracts did not contain an indemnification clause.	Agree	The Court agrees. When the contracts are up for renewal an indemnification clause will be added.	Incomplete			
Contracts	Log Only	Log		Two contracts did not contain a right-to-audit clause.	Agree	The Court agrees. When the contracts are up for renewal the right to audit clause will be added.	Incomplete			
Contracts	Log Only	Log		One contract did not contain a dispute resolution clause.	Agree	The Court agrees. When the contracts are up for renewal a dispute resolution clause will be added.	Incomplete			
Contracts	Log Only	Log		One contract did not contain a remedies clause.	Agree	The Court agrees. When the contract is up for renewal a remedies clause will be added.	Incomplete			
Contracts	Log Only	Log		One contract did not contain a confidentiality clause.	Agree	The Court agrees. When the contracts are up for renewal a confidentiality clause will be added.	Incomplete			

Contracts	Log Only	Log		The Court does not use an out card system to track the location of contract files.	Agree	The Court agrees. An out card system will be utilized to track the location of contract files.	Incomplete			
Contracts	Log Only	Log		The Court's contract files are not organized per FIN 7.03, 6.2.2(3).	Agree	The Court agrees. All contract files will be organized pursuant to FIN 7.03, 6.2.2(3).	Incomplete	12/1/2010		
Contracts	Log Only	Log		The Court does not conduct annual reviews of its contract files per FIN 7.03, 6.2.2.	Agree	The Court agrees. Annual reviews of all contract files will be conducted pursuant to FIN 7.30, 6.2.2.	Incomplete	12/1/2010		
Contracts	Log Only	Log		The Court does not conduct evaluations of insurance companies that provide coverage to the Court's contractors.	Agree	The Court agrees. Evaluations of insurance companies that provide coverage to the Court's contractors will be conducted.	Incomplete	12/1/2010		
Contracts	Log Only	Log		The Court does not have procedures in place to monitor contractor performance.	Agree	The Court agrees. Procedures will be developed to monitor contractor performance.	Incomplete	12/1/2010		
Contracts	Log Only	Log		The crime coverage in 1 of 5 insurance certificates reviewed was not current.	Agree	The Court agrees. The Court will conduct reviews and ensure that crime coverage of all insurance certificates is current.	Incomplete	12/1/2010		
Contracts	Log Only	Log		The Court was not listed as the certificate holder in 2 of 5 insurance certificates reviewed.	Agree	The Court agrees. The Court will conduct reviews and ensure that the Court is listed as the certificate holder.	Incomplete	12/1/2010		

Contracts	Log Only	Log		At the time of our review, the Court did not have an MOU in place with two other courts, Glenn and Butte, for the tri-county collaboration Self-Help Assistance and Referral Program (S.H.A.R.P.) As a result, the specific roles, responsibilities, and agreeem	An MOU for S.H.A.R.P. is being circulated by the lead court, Butte County. The specific roles, responsibilities and agreements reached by each court will be documented	Incomplete	12/1/2010		
Contracts	Log Only	Log		None of the 5 insurance certificates reviewed contained the required 15-day written notice prior to coverage being changed or materially altered.	The Court agrees. The Court will conduct reviews and ensure that the required 15-day written notice prior to coverage being changed or materially altered is included.	Incomplete	7/1/2010		
Contracts	Report	10.1	15	At the time of our review, the Court did not have an MOU with the County for Auditor and Personnel services.	The Court agrees with the recommendation. The Court has been in discussions with the County regarding an MOU for Payroll and Benefits Administration Services. That MOU should be in place by January 1, 2011.	Incomplete	1/1/2010		

Accounts Payable	Log Only	Log		1 of the 26 payments we reviewed was for bottled water, a cost not specifically allowed by rule of court 10.810.	Agree	The Court agrees that bottled water was and is being purchased. The drinking fountains for each court location are in public areas, i.e., lobbies, waiting areas, shared with the general public. Not only are there sanitary concerns but security issues.,	Incomplete			
Accounts Payable	Log Only	Log		The Court did not have on file supporting invoices and purchase documents for 3 of the 26 payments we reviewed. Thus, we could not assess the propriety of these payments of approximately \$1,090 to Staples, \$1,020 to the Regents of ?, and \$125 to Principi	Agree	The Court agrees. Due to a lack of storage space the financial records for are kept not only in the Historic Courthouse, but in several different offices and in a storage building adjacent to the Courthouse and could not be located.	Incomplete			
Accounts Payable	Log Only	Log		For the 9 juror meal expenses we reviewed, none indicated they were for sequestered jurors, which rule of court 10.810 specifically allows.	Disagree	The Court disagrees. The jurors were in deliberations and were sequestered through the lunch hour. The Court provided lunch.	Incomplete			

Accounts Payable	Log Only	Log		Five TECs did not include a statement that the hotel did not waive the occupancy tax.	Agree	The Court agrees. TEC's are now being monitored closely to ensure that all the required documentation is attached.	Incomplete	7/1/2010		
Accounts Payable	Log Only	Log		One TEC claimed incidentals on the first day of travel.	Agree	The Court agrees. TEC's are now being monitored closely to ensure that all the required documentation is attached.	Incomplete	7/1/2010		
Accounts Payable	Log Only	Log		The Court did not date stamp 18 of the 26 paid invoices we reviewed.	Agree	The Court agrees. All invoices will be date stamped when received.	Incomplete	7/1/2010		
Accounts Payable	Log Only	Log		For 7 of the 26 paid invoices we reviewed, the Court did not have corresponding procurement documents on file, such as an agreement or P.O., to confirm that it paid the appropriate amounts.	Agree	The Court agrees. The Court does not have a dedicated procurement department but will make sure to issue purchase orders for all purchases of items exceeding \$500 and document sole-source justifications for those items that cannot be put out to bid due t	Incomplete	7/1/2010		

Accounts Payable	Log Only	Log		For 9 of the 26 paid invoices we reviewed, the Court did not indicate receiving the goods or services, either with a shipping or packing receipt or a court employee signature acknowledging satisfactory receipt of the goods or services, before it approved	Agree	The Court agrees. All invoices will be monitored closely to ensure that all of the required documentation, including court employee signatures acknowledging receipt of goods or services is attached.	Incomplete	7/1/2010		
Accounts Payable	Log Only	Log		The Court recorded 3 of the 26 payments we reviewed to the incorrect GL account code. Microfilming services were recorded to Document Retrieval Services instead of GL 920624-Microfilm and Microfiche; computers for security cameras were recorded to IT Other	Agree	The Court agrees. The Court does not have a dedicated finance department, but will make sure that the correct GL's are used.	Incomplete	7/1/2010		

Accounts Payable	Log Only	Log		The assistant CEO posted her own reimbursement claim in Phoenix-FI.	Agree	The Court Executive Officer approved the reimbursement claim. Two employees work with SAP, one parks and one posts. The Asst. CEO posts the claims. To ensure that the claim amount is not changed, the individual receiving reimbursement / compensation w	Incomplete	9/1/2010		
Accounts Payable	Report	11.1	5	The Court used its Petty Cash Fund to purchase donuts, snacks, and bottled water for non-sequestered jurors, which is not a ROC 10.810 allowable court activity.	Agree	The Court agrees. The Court will follow the recommendation.	Incomplete	7/1/2010	The Court has discontinued this practice.	7/1/2010
Accounts Payable	Report	11.1	5	The Court used its Petty Cash Fund to pay for lunch and soft drinks for 3 judges and 1 commissioner rather than for the FIN Manual intended purpose of the petty cash fund of purchasing low-value supplies and services.	Agree	The Court agrees. The Court will follow the recommendation.	Incomplete	7/1/2010	Discontinued the practice. Created and adopted form #AD004: "Business-Related Meal Form" to be in compliance with the FIN Manual. See Attached form 7	11/1/2014

Superior Court of California,
County of Tehama

Accounts Payable	Report	11.1	5	The Court used its Petty Cash Fund to purchase a coffee pot and coffee filters, which is not a ROC 10.810 allowable court activity.	Agree	The Court agrees. The Court will follow the recommendation.	Incomplete	7/1/2010	The Court has discontinued this practice.	7/1/2010
Accounts Payable	Report	11.1	5	The Court used its Petty Cash Fund to purchase party supplies for its staff Christmas party, which is not a ROC 10.810 allowable court activity.	Agree	The Court agrees. The Court will follow the recommendation.	Incomplete	7/1/2010	The Court has discontinued this practice.	7/1/2010
Accounts Payable	Report	11.2	11	Six TECs were not properly completed.	Agree	Recommendation 2 – The Court does require all employees to complete and submit a TEC when requesting reimbursement, including required supporting receipts and all information needed. The Court will ensure that all travel claims are monitored closely for	Incomplete	7/1/2010	The Court created and filled the position of Accounting Technician who receives, reviews and processes all TECs for thoroughness and accuracy. See Attachment 2 job description.	11/1/2014

Superior Court of California,
County of Tehama

Accounts Payable	Report	11.2	11	One TEC contained a hotel receipt without a zero balance.	Agree	Recommendation 2 – The Court does require all employees to complete and submit a TEC when requesting reimbursement, including required supporting receipts and all information needed. The Court will ensure that all travel claims are monitored closely for	Incomplete	7/1/2010	The Court created and filled the position of AccountinTechnician who verifies that all hotel receipts submitted have a zero balance. See Attachment 2 job description.	11/1/2014
Accounts Payable	Report	11.2	11	One TEC did not contain an Exception Request for Lodging form pre-approving lodging rates exceeding AOC guidelines.	Agree	Recommendation 1 – The Court does require prior approval when rates exceed AOC maximum lodging rates. The Court will ensure that all travel claims are monitored closely for the required approval for reimbursement.	Incomplete	7/1/2010	The Court created and filled the position of AccountingTechnician who receives, reviews and processes all TEC's for thoroughness and accuracy in accordance with the JCC guidelines. See Attachment 2 job description.	11/1/2014

Superior Court of California,
County of Tehama

Accounts Payable	Report	11.2	11	One TEC did not contain a receipt for bridge toll expense claimed.	Agree	Recommendation 2 – The Court does require all employees to complete and submit a TEC when requesting reimbursement, including required supporting receipts and all information needed. The Court will ensure that all travel claims are monitored closely for	Incomplete	7/1/2010	The Court created and filled the position of Accounting Technician who receives, reviews and processes all TEC's for thoroughness and accuracy in accordance with the JCC guidelines. See Attachment 2 job description.	11/1/2014
Accounts Payable	Report	11.2	11	All three business meals reviewed did not contain a pre-approved business-related meal expense form. Consequently, we could not determine whether the expenses were pre-approved nor whether the meal was intended for breakfast, lunch, or dinner for two of	Agree	Recommendation 4 – The Court agrees and will adopt business-related meal expense procedures that include prior approval by the PJ or written designee to ensure business-related meal expenses are an appropriate and necessary use of public funds. The Court	Incomplete	7/1/2010	Created and adopted form #AD004 "Business-related Form" that requires pre approval by the PJ or CEO. See Attached form 7	11/1/2014

Superior Court of California,
County of Tehama

Accounts Payable	Report	11.2	11	One group business meal was not pre-approved by the PJ or CEO and did not follow procurement and contracting guidelines established by the FIN Manual.	Agree	Recommendation 4 – The Court agrees and will adopt business-related meal expense procedures that include prior approval by the PJ or written designee to ensure business-related meal expenses are an appropriate and necessary use of public funds. The Court	Incomplete	7/1/2010	Discontinued the practice. Created and adopted form #AD004; "Business-Related Meal Form" to be in compliance with the FIN Manual. See Attached form 7	11/1/2014
Accounts Payable	Report	11.2	11	One business meal exceeded the per person reimbursement threshold for lunch.	Agree	see response above	Incomplete	7/1/2010	Discontinued the practice. Created and adopted form #AD004; "Business-Related Meal Form" to be in compliance with the FIN Manual. See Attached form 7	11/1/2014
Accounts Payable	Report	11.2	11	The Court used public court funds to pay for catering related to its Christmas party.	Agree	See response above	Incomplete	7/1/2010	Discontinued the practice. Created and adopted form #AD004; "Business-Related Meal Form" to be in compliance with the FIN Manual. See Attached form 7	11/1/2014

Superior Court of California,
County of Tehama

Accounts Payable	Report	11.3	11	Two TECs were improperly approved and another TEC was not approved at all.	Agree	Recommendation 3 – The Court agrees and will require appropriate level review and signatures on all TEC forms before processing for payment.	Incomplete	7/1/2010	All TECs are now reviewed by the Accounting Technician then approved and signed by the CEO.	11/1/2014
Fixed Asset Management	Log Only	Log		Of the 27 inventory items we selected to trace from the inventory listing to their physical location, we found the Court recorded inaccurate information in its inventory listing for 9 items. Specifically, the items exist, but the inventory listing did no	Agree	The Court agrees. The inventory listing has been corrected to reflect accurate information for the 9 items.	Incomplete	7/1/2010		
Fixed Asset Management	Log Only	Log		Of the 7 disposal items we selected to review, although the Court provided documentation of the CEO approving the transfer of one item into storage, the Court could not provide documentation of the CEO approving disposal of the item.	Agree	The Court agrees. The process of disposal of items will be monitored closely to ensure that the signature of the CEO is obtained prior to disposal	Incomplete	7/1/2010		

Fixed Asset Management	Log Only	Log		Although the technology equipment disposal listings indicate that the Court posted its notice with the AOC, the Court could not provide copies of the CEO signed disposal notices.	Agree	The Court agrees. The process of disposal of items will be monitored closely to ensure that the signature of the CEO is obtained prior to disposal.	Incomplete	7/1/2010		
Fixed Asset Management	Report	12.1	13	The Court does not have a documented process to ensure it complies with software licensing agreements. Specifically, although it was able to generate a list of court-installed computer software, it does not store current software license agreements in a	Agree	The Court agrees with the recommendation. The Asst. CEO, Denese Hurst is working with IT Innovations, the Court's third party vendor, and will prepare and maintain a list of Court owned software that is supported by software license agreements. A proces	Incomplete	12/1/2010		

Fixed Asset Management	Report	12.1	13	The Court's physical inventory process is performed by individuals who are associated with the location where the physical inventory is conducted, rather than by individuals who are independent and neutral. Additionally, the individuals performing the in	Agree	The Court agrees in part. The Court does perform annual physical inventory verifications. The Managers at each Division conduct the physical inventory and report any discrepancies to the Superior Court Secretary who is designated to compile the report f	Incomplete	12/1/2010		
Fixed Asset Management	Report	12.1	13	Of the 23 asset items we selected to trace from the various Court locations to the inventory list, the inventory list had inaccurate information for 6 of the items. Moreover, the Court had not recorded in its asset management system and inventory listing	Agree	The Court agrees to review the process of affixing property identification tags to items that are found at a location but that are not recorded on the inventory list. The Court will conduct research associated with items acquired and ensure that these	Incomplete	7/1/2010		

Fixed Asset Management	Report	12.1	13	Our review of 8 discrepancies from the Court's fiscal year 2008-2009 asset inventory determined that the Court did not always update its asset management system to reflect items it could not locate as "missing." Specifically, its asset management system	The Court agrees to review the process of affixing property identification tags to items that are found at a location but that are not recorded on the inventory list. The Court will conduct research associated with items acquired and ensure that these	Incomplete	7/1/2010		
Domestic Violence	Report	15.1	7	Court did not assess the Probation Revocation Restitution Fine in 8 of 13 cases reviewed or state on the record a compelling or extraordinary reason why the fine was not assessed.	The Court will follow the recommendations.	Incomplete	12/1/2010		
Domestic Violence	Report	15.1	7	Court did not assess the State Restitution Fine in 2 of 13 cases reviewed or state on the record a compelling or extraordinary reason why the fine was not assessed.	The Court will follow the recommendations.	Incomplete	12/1/2010		

Domestic Violence	Report	15.1	7	Court did not assess the Domestic Violence Probation Fine in 2 of 13 cases reviewed or state on the record the defendant's inability to pay the fee.	Agree	The Court will follow the recommendations.	Incomplete	12/1/2010		
Domestic Violence	Report	15.1	7	Court did not assess the Court Security Fee in 1 of 13 cases reviewed.	Agree	The Court will follow the recommendations.	Incomplete	12/1/2010		
Exhibits	Log Only	Log		Exhibit room keys at some Court locations are not always on the exhibit custodian's person or secured in a locked drawer.	Agree	The Court agrees. The keys to the exhibit room will be on the person of the Division Manager or secured in a locked drawer. The key to the exhibit locker will be on the person of the Division Manager or secured in a locked drawer.	Incomplete	10/1/2010		
Exhibits	Log Only	Log		The Court's Criminal/Traffic and Corning locations do not dispose of exhibits after 60 days from the date of final case disposition.	Agree	The Court agrees. The timeframe for disposition of exhibits will become part of written procedures.	Incomplete	12/1/2010		
Exhibits	Log Only	Log		The Court's Criminal/Traffic location does not keep its manual exhibits lists in a centralized file.	Agree	The Court agrees. Written procedures are being developed for the proper handling and documentation of exhibits.	Incomplete	12/1/2010		

Exhibits	Log Only	Log		The Court's Criminal/Traffic and Corning locations do not utilize exhibit transfer/receipt forms when transferring exhibits from the courtroom to the exhibit room.	Agree	The Court agrees. Written procedures are being developed for the proper handling and documentation of exhibits.	Incomplete	12/1/2010		
Exhibits	Log Only	Log		Some Court locations do not have a key locker or key nest for its exhibit locker keys.	Agree	The Court agrees. The Court is obtaining a key locker for both facilities.	Incomplete	12/1/2010		
Exhibits	Log Only	Log		Some Court locations do not maintain an exhibit room access log.	Agree	The Court agrees. Written procedures are being developed for the proper handling and documentation of exhibits.	Incomplete	12/1/2010		
Exhibits	Log Only	Log		The exhibit locker/room at some Court locations are not covered by CCTV.	Agree	The Court agrees. This is a facility issue and will be referred to the AOC, Office of General Construction.	Incomplete	12/1/2010		
Exhibits	Log Only	Log		Exhibit locker at a Court location does not provide adequate protection from fire, water, and mold.	Agree	The Court agrees. This is a facility issue and will be referred to the AOC, Office of General Construction.	Incomplete	12/1/2010		
Exhibits	Report	Log		A Court location does not have a formal incident reporting mechanism affecting the exhibit storage area.	Agree	The Court agrees. Written procedures are being developed to ensure proper handling and documentation of exhibits.	Incomplete	12/1/2010		

Superior Court of California,
County of Tehama

Exhibits	Report	Log		The exhibit room at one Court location is not alarmed.	Agree	The Court agrees. This is a facility issue and will be referred to the AOC, Office of General Construction.	Incomplete	7/1/2010		
Exhibits	Report	16.1	8	Court does not have written procedures for handling exhibits.	Agree	Written procedures are being developed for the proper handling of exhibits as outlined in item 1.	Incomplete	12/1/2010		
Exhibits	Report	16.1	8	At the time of our review, the Court's Criminal/Traffic and Corning locations did not segregate sensitive exhibits from other exhibits.	Agree	Written procedures are being developed for the proper handling of exhibits as outlined in item 1.	Incomplete	12/1/2010		
Exhibits	Report	16.1	8	Biological evidence is not heat-sealed in double plastic bags at the Court's Criminal/Traffic location.	Agree	Written procedures are being developed for the proper handling of exhibits as outlined in item 1.	Incomplete	12/1/2010		
Exhibits	Report	16.1	8	The Court's Criminal/Traffic location does not utilize latex gloves provided to it when handling biological evidence.	Agree	Written procedures are being developed for the proper handling of exhibits as outlined in item 1.	Incomplete	12/1/2010		

Exhibits	Report	16.1	8	At the time of our review, the location of exhibits was not noted in the Court locations' CMS.	Agree	Instructions to courtroom clerks on the proper handling of exhibits are being developed. The use of the Court's CMS to track location of exhibits will be emphasized.	Incomplete	12/1/2010		
Exhibits	Report	16.1	8	The Court's Civil location does not always track exhibits.	Agree	Instructions to courtroom clerks on the proper handling of exhibits are being developed. The use of the Court's CMS to track location of exhibits will be emphasized.	Incomplete	12/1/2010		
Exhibits	Report	16.1	8	At the time of our review, exhibits were not entered into CMS at the Court's Criminal/Traffic and Corning locations.	Agree	Instructions to courtroom clerks on the proper handling of exhibits are being developed. The use of the Court's CMS to track location of exhibits will be emphasized.	Incomplete	12/1/2010		
Exhibits	Report	16.1	8	At the time of our review, the exhibit inventory listing was not current at the Court's Corning location.	Agree	Instructions to courtroom clerks on the proper handling of exhibits are being developed. The use of the Court's CMS to track location of exhibits will be emphasized.	Incomplete	12/1/2010		
Exhibits	Report	16.1	8	At the time of our review, the Court's Corning location had not reconciled its exhibit inventory list to CMS.	Agree	Instructions to courtroom clerks on the proper handling of exhibits are being developed. The use of the Court's CMS to track location of exhibits will be emphasized.	Incomplete	12/1/2010		

Exhibits	Report	16.1	8	Court does not conduct an annual inventory of its exhibit storage areas.	Agree	The Court will conduct and document a physical inventory count of all exhibit storage areas at all Court locations annually; reconciling exhibit items to the exhibit records and to the Court's CMS. The Court will document periodic inspections of the exhibit	Incomplete	12/1/2010		
Exhibits	Report	16.1	8	Court does not conduct periodic inspections of its exhibit storage areas.	Agree	The Court will conduct and document a physical inventory count of all exhibit storage areas at all Court locations annually; reconciling exhibit items to the exhibit records and to the Court's CMS. The Court will document periodic inspections of the exhibit	Incomplete	12/1/2010		
Bail	Log Only	Log		The Sheriff did not follow the Court's Uniform Countywide Schedule of Bail when accepting bail for 2 of the 18 cases we reviewed.	Agree	The Court agrees. It appears that the Sheriff did not follow the Court's Uniform Bail Schedule in the two cases reviewed. However, the agency arresting the individual may book them on a number of charges unrelated to the actual charges filed in Court.	Incomplete	12/1/2010		

Superior Court of California,
County of Tehama

Bail	Log Only	Log		The Court does not reconcile its surety bond registers to CMS.	Agree	The Court agrees. Programming is needed to fully utilize the bond screen on the Courts CMS.	Incomplete	12/1/2010		
Bail	Log Only	Log		The Court does not validate the surety bonds it receives.	Agree	The Court agrees. A process to validate surety bonds received will be implemented.	Incomplete	12/1/2010		



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab G
Attachment 1

Caryn Downing
Court Executive Officer
Clerk of the Court
Jury Commissioner

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Telephone: (530) 527-6198
Fax: (530) 527-4974

Historic Courthouse
633 Washington Street
Red Bluff, CA 96080



TO: All Exempt Employees
FROM: Caryn Downing
DATE: February 26, 2014
RE: Exempt Time Off

Exempt employees are employees who are classified by the Court as exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA).

Full-time, exempt employees are expected to work a minimum of 40 hours per week. Exempt employees are expected to work as many hours as reasonable necessary to meet their job responsibilities. The salary paid to exempt employees is intended to fully compensate them for all hours worked each week.

Exempt employee shall certify semi-monthly on a timecard that they worked all the hours in the pay period or recorded hours of four (4) or more used for sick, vacation or unpaid time (e.g. if you work at least four (4) hours in a given day and need to be away from the office for four (4) hours or less for personal reasons, you may do so without using any of your accrued leave balances.

You must still submit a Request for Time Off asking for Exempt Time Off. The approved Request for Time Off must be attached to your timecard.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab G
Attachment 2



SUPERIOR COURT OF CALIFORNIA COUNTY OF TEHAMA

Established: August 2014

Revised:

Salary Range:

FLSA: Non-Exempt

ACCOUNTING TECHNICIAN - CONFIDENTIAL

JOB DEFINITION: Under the direction of the Court Fiscal Manager, gathers, compiles and evaluates financial, statistical, payroll and operational data for Court use and for reports and/or surveys to county, state and federal agencies. May perform difficult and technical work within the Human Resources Department. This is a confidential, "at will" position.

WORK DIRECTION, LEAD AND SUPERVISORY RESPONSIBILITIES: This class reports to the Court Fiscal Manager, and has no permanent full-time staff to supervise.

ESSENTIAL JOB FUNCTIONS:

- Assists the public, staff and/or other agencies in person or by phone.
- Leads and participates in the gathering, compiling and evaluation of financial, statistical, payroll and operational data for use in the negotiating process and/or surveys to county, state and federal agencies.
- Balances financial accounts, validates expenditure claims, tracks expenditures, monitors compliance with allocated budget, contracts and/or grants.
- Receives and processes requests for travel expense and reimbursement following Court travel policies and procedures.
- Prepares, monitors and maintains complex financial and statistical records and data including preparing transactions to journals and ledgers, adjusting accounts according to established Court procedures, reconciling accounting data.
- Processes and audits accounts payable.
- Inventories and orders supplies.
- Inventories and maintains an accounting of court assets.
- Processes timesheets and/or payroll by tracking and/or verifying hours and entering information into payroll spreadsheets and/or system.
- Prepares and/or processes requisitions, purchase orders and related fiscal documents.
- Balances daily collections, reconciles with general ledger and deposits funds.
- Researches, interprets and consolidates financial and statistical information from a variety of sources, prepares financial and statistical reports as required.
- Assists with year-end closing of accounting records, reports and financial statements.
- Assists with a variety of accounting and auditing activities.
- Provides liaison and staff support to facilities/maintenance.
- Enters and retrieves information from a personal computer using a variety of software applications including accounting, spreadsheet, word processing and database applications as well as task-specific applications.
- May serve as a backup for other positions with the department. Performs other related duties as assigned.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Basic principles, practices and terminology of accounting;
- Applicable state, federal and local ordinances, laws, rules and regulations;
- Record keeping, report preparation, filing methods and records management techniques;
- Grant monitoring and reporting;
- General payroll processing requirements;
- Receivables and payables;
- Cash control procedures;
- General ledger maintenance and reconciling;
- Preparation of financial reports; and
- Standard computer business applications.

Skills and abilities:

- Operate a personal computer and other standard office equipment;
- Research, compile and summarize a variety of information, statistical data and materials;
- Analyze fiscal data and draw logical conclusions;
- Takes initiative and exercise sound judgment within areas of responsibility;
- Comprehend and follow written and oral instructions;
- Communicate effectively, both orally and in writing;
- Prepare financial reports;
- Organize work and set priorities to meet deadlines;
- Maintain confidentiality;
- Establish and maintain effective working relationships with others; and
- Deal tactfully and courteously with staff, public and others contracted in the course of work.

MINIMUM QUALIFICATIONS:

Education and Experience

- High school diploma or equivalent; and
- Three (3) years of experience working with accounting functions or processes, or a combination of education, training and relevant experience which provide the required knowledge, skills and abilities to perform the essential functions of the job.

Licenses, Certifications or Special Requirements

- Possession of a valid California Class C Driver License with an acceptable driving record;
- Background Investigation: LiveScan fingerprinting is required;
- All court employees must take the Oath of Allegiance; and
- Regular and punctual attendance is essential.

CONTACTS: Department personnel, county department heads and employees, court personnel, attorneys and their staff members, various government and social service agencies, and the general public.

PHYSICAL REQUIREMENTS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The employee is regularly required to stand and sit for long periods of time.
- Speaking and hearing are needed to communicate in person and on the telephone;

- Strength, dexterity, coordination and vision to use a keyboard and video display terminal for long periods of time;
- Dexterity and coordination to handle files and single pieces of paper;
- Physical ability to lift, carry, push and/or pull light to moderately heavy objects, sometimes weighing up to 25 pounds such as files, stacks of papers and other materials;
- Moving from place to place within an office;
- Some reaching for items above and below desk level; and
- Some kneeling and/or stooping.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Working conditions are typically moderately quiet, but may be loud at times at some locations.
- A video display terminal is used on a daily basis;
- Work is generally performed in a clean office environment with limited exposure to outdoor temperatures, dust, fumes or odors;
- The employee must be able to handle multiple tasks with shifting priorities and with occasional interruptions of planned work activities from telephone calls, office visitors and response to unplanned events; and
- There may be periodic contact with angry and upset individuals in volatile situations.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab G
Attachment 3

Notice to Public

Each Superior Court is
required to issue a
receipt for all cash or
checks paid to the court.

Please secure your
receipt when payment is
made.

DID YOU KNOW

On January 1, 2010, all children under the age of 18 must be secured in the vehicle until they are at least 13 years old. Except

- A. There is no rear seat.
- B. The rear seat is not available.
- C. The rear seat is not available.
- D. The child past the age of 13 cannot be in the rear seat.
- E. All rear seats are required for children under the age of 18.
- F. Medical reason or ward not right court may require the child's medical reason.

Additionally, Vehicle Code 261.01 (c) states that a child must be secured in the vehicle.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab G
Attachment 4

4. Periodically monitor receipt sequence numbers to identify gaps and assure that all receipts are accounted for. Prior day's receipts are checked each business morning before being filed.

Void Transactions

Transactions that must be voided require the approval of a supervisor or manager. When notified by a cashier, a supervisor or account clerk is responsible for reviewing and approving the void transaction. All void receipts should be retained. The clerk dates, signs and records the reason for the void on the court copy of the receipt.

Backup Procedure for Automated System Down Time

1. In the case of a failure of the automated accounting system, pre-numbered receipt will be issued.
2. A handwritten original receipt shall be given to the customer; a copy of the receipt is clipped to the payment, and processed as soon as possible after the automated system is restored.

Daily Balancing and Closeout

1. At the end of the workday, all cashiers must balance their own cash drawer. Cashiers may not transact new business until daily balancing and closeout are complete.
2. Balancing and closeout include completing and signing the daily report; attaching a calculator tape for checks; turning in the report, money collected and cash change fund to the supervisor or account clerk member.
3. After daily balancing and closeout are completed, the collections are prepared for deposit. The daily collections are locked in the safe by the closing clerk for deposit the following business morning.

Shortages and Overages

1. Cashiers must report all overages and shortages to the closing clerk or supervisor. Overages and shortages must be handled separately, never combined or netted together. An Overage or Shortage Report must be completed and signed by the responsible cashier and turned in to the appropriate supervisor or senior staff member with the daily cash balance report.
2. Supervisors and/or the Administrative Services Manager will monitor all reports of overages and shortages to determine if there is a pattern meriting further investigation, modification of collection procedures, retraining of personnel, or disciplinary action.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab G
Attachment 5

4. Periodically monitor receipt sequence numbers to identify gaps and assure that all receipts are accounted for. Prior day's receipts are checked each business morning before being filed.

Void Transactions

Transactions that must be voided require the approval of a supervisor or manager. When notified by a cashier, a supervisor or account clerk is responsible for reviewing and approving the void transaction. All void receipts should be retained. The clerk dates, signs and records the reason for the void on the court copy of the receipt.

Backup Procedure for Automated System Down Time

1. In the case of a failure of the automated accounting system, pre-numbered receipt will be issued.
2. A handwritten original receipt shall be given to the customer; a copy of the receipt is clipped to the payment, and processed as soon as possible after the automated system is restored.

Daily Balancing and Closeout

1. At the end of the workday, all cashiers must balance their own cash drawer. Cashiers may not transact new business until daily balancing and closeout are complete.
2. Balancing and closeout include completing and signing the daily report; attaching a calculator tape for checks; turning in the report, money collected and cash change fund to the supervisor or account clerk member.
3. After daily balancing and closeout are completed, the collections are prepared for deposit. The daily collections are locked in the safe by the closing clerk for deposit the following business morning.

Shortages and Overages

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab G
Attachment 6

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

BUSINESS-RELATED MEAL FORM

Cost of the Business-Related Meal(s): \$ (approximately)

Account Code: Click here to enter text.

Meeting Title: Click here to enter text. Date of Meeting: Click here to enter a date.

Start Time of Meeting: Click here to enter text. ☐ a.m. ☐ p.m.

End Time of Meeting: Click here to enter text. ☐ a.m. ☐ p.m.

Service Rendered (check all that apply):

☐ Breakfast ☐ AM Break ☐ Lunch ☐ PM Break

Meal Location:

Purpose for the Business Meal(s) – Please attach a copy of the agenda for the event (check all that apply):

☐ Working through meal ☐ Other (briefly explain below)

Click here to enter text.

Expected Attendees (attach sheet(s) if necessary):

Click here to enter text.

Requestor:

Print Name: Click here to enter text.

Signature: _____
date.

Date: Click here to enter a

☐ Approved (Fiscal Manager or designee – Authority to sign for Account Code)

Print Name: Linda Watkins-Gallino

Signature: _____
date.

Date: Click here to enter a

(I certify that these business meals are within the scope of the FIN Manual, budget and for the benefit of the state)

☐ Approved Authorization to Incur a Business Expense (Presiding Judge, CEO or designee)

Print Name: John Garaventa, Presiding Judge

Signature: _____
date.

Date: Click here to enter a

This form must be used whenever staff is requesting payment of catered or group meals related to a business meeting.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab H

Data Recovery Overtime Expenditures

DATA RECOVERY OVERTIME WORKSHEET - 7/15/15 THROUGH 09/23/15

PPE 7/15/15					PPE 9/15/15					09/16/15 - 09/23/15					EFFECTIVE 10/1/15					Totals Date	
Employee	Monthly Wages	Hrly. Rate/Includes long/billing	OT Rate	Staight OT Hours	Dollars	OT Hours	Dollars	Staight OT Hours	Dollars	OT Hours	Dollars	Monthly Wages	Hrly. Rate/Includes long/billing	OT Rate							
1	3,834.67	22.67617	34.01426	-	-	-	-	12	272.11	11	374.16	3,834.67	22.67617	34.01426			748.31				
2	4,029.49	23.82823	35.74235	-	-	-	-	0.5	11.91	-	-	4,029.49	23.82823	35.74235			11.91				
3	6,184.74	38.35728	57.53592	-	-	-	-	1.5	57.54	-	-	6,184.74	38.35728	57.53592			57.54				
4	5,416.54	32.03050	48.04575	-	-	-	-	-	-	-	-	5,416.54	32.03050	48.04575			-				
5	2,459.79	14.19110	21.28664	-	-	-	-	-	-	-	-	2,459.79	14.19110	21.28664			-				
6	5,077.44	29.29292	43.93938	-	-	-	-	4.5	131.82	-	-	5,077.44	29.29292	43.93938			131.82				
7	5,416.54	31.24927	46.87390	-	-	-	-	-	-	-	-	5,416.54	31.24927	46.87390			-				
8	2,459.79	14.90065	22.35098	-	-	-	-	10.25	152.73	13.25	296.15	2,459.79	14.90065	22.35098			448.88				
9	2,716.18	16.45378	24.68067	-	-	-	-	2.5	41.13	5	123.40	2,716.18	16.45378	24.68067			164.54				
10	6,532.18	37.68565	56.52848	-	-	-	-	-	-	-	-	6,532.18	37.68565	56.52848			-				
11	2,459.79	14.19110	21.28664	-	-	-	-	-	-	-	-	2,459.79	14.19110	21.28664			-				
12	2,716.18	15.67027	23.50540	-	-	-	-	5.5	86.19	12	282.06	2,716.18	15.67027	23.50540			368.25				
13	3,834.67	24.33541	36.50311	-	-	-	-	2.5	60.84	4	146.01	3,834.67	24.33541	36.50311			206.85				
14	4,233.26	25.03322	37.54983	-	-	-	-	-	-	-	-	4,233.26	25.03322	37.54983			-				
15	2,339.99	13.49994	20.24991	-	-	-	-	-	-	2	27.00	2,339.99	13.49994	20.24991			128.25				
16	5,769.83	34.11967	51.17950	-	-	-	-	-	-	-	-	5,769.83	34.11967	51.17950			-				
17	5,334.95	31.54802	47.32203	-	-	2.5	-	12	378.58	1.75	82.81	5,334.95	31.54802	47.32203			1,325.02				
18	3,307.34	19.08081	28.62121	-	-	-	-	9.5	181.27	-	-	3,307.34	19.08081	28.62121			524.72				
19	6,214.52	35.85302	53.77953	-	-	-	-	-	-	-	-	6,214.52	35.85302	53.77953			-				
20	4,447.10	27.58057	41.37086	-	-	-	-	11	303.39	6	248.23	4,447.10	27.58057	41.37086			620.56				
21	2,459.79	14.19110	21.28664	-	-	-	-	9	127.72	10.5	223.51	2,459.79	14.19110	21.28664			351.23				
22	2,851.65	16.45183	24.67774	-	-	-	-	-	-	-	-	2,851.65	16.45183	24.67774			-				
23	3,987.26	23.00342	34.50513	-	-	-	-	2.5	33.75	-	-	3,987.26	23.00342	34.50513			-				
24	2,339.99	13.49994	20.24991	-	-	-	-	-	-	2.5	50.62	2,339.99	13.49994	20.24991			84.37				
25	1,919.38	11.07335	16.61002	-	-	-	-	-	-	-	-	1,919.38	11.07335	16.61002			-				
26	5,494.86	31.70112	47.55167	-	-	-	-	-	-	-	-	5,494.86	31.70112	47.55167			-				
27	2,851.65	17.27442	25.91163	-	-	-	-	8.5	146.83	11.5	297.98	2,851.65	17.27442	25.91163			444.82				
28	3,834.67	22.12310	33.18464	-	-	-	-	6.5	143.80	1	33.18	3,834.67	22.12310	33.18464			176.98				
29	3,834.67	22.67617	34.01426	-	-	-	-	1	22.68	-	-	3,834.67	22.67617	34.01426			22.68				
30	4,447.10	26.93916	40.40875	-	-	-	-	1	26.94	-	-	4,447.10	26.93916	40.40875			26.94				
31	4,233.26	25.03322	37.54983	-	-	-	-	9.5	237.82	-	-	4,233.26	25.03322	37.54983			237.82				
32	2,459.79	14.19110	21.28664	-	-	-	-	1	14.19	3	63.86	2,459.79	14.19110	21.28664			78.05				
33	3,648.82	21.05088	31.57633	-	-	-	-	11.5	242.09	20	631.53	3,648.82	21.05088	31.57633			873.61				
Employer Costs	7.65%	-	-	-	118.31	2.50	-	122.25	2,673.31	4.75	184.86	-	-	-	-	132.50	95.95	7,033.15	Total Overtime Wages		
FICA & MEDICARE	-	-	-	9.05	-	-	-	-	204.51	14.14	14.14	-	-	-	-	7.34	-	538.04	FICA and Medicare		
Totals	-	-	-	127.36	127.36	2,877.82	199.00	103.29	4,263.72	-	-	-	-	-	-	-	-	7,571.19	Total Cost with FICA & Medicare		



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab I
Division Summaries



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab I
Subsection 1
Civil

Summary of Data Recovery for Civil Division.

The computers were down for one month. The clerks in the Civil Division continued to file paperwork and collect filing fees. The clerks were writing hand written receipts for payments received. At first the clerks were holding the files on their desk until they came to the realization that it was a much more serious problem and they couldn't continue with this procedure. The clerks started making copies of the first page of the filed document and kept that on their desk and filed the file away. By the time the computers were back up, each clerk had a mound of paperwork that needed to be entered. The Court lost data from March 17, 2015 forward, so before they could enter the filings they had to re-create everything from March 17, 2015 forward. Which was taking each clerk an additional 10 to 20 minutes of time per file.

The clerks have been pulling the files for the documents that were received during the computer outage, re-creating the files from March 17, 2015 forward and then entering the current filings received. A generic action was made in the computer for the document that was filed, typing the exact wording of what the document was. They do this because the action is what generates the payment. The manager has the payment information and has the written receipts. The manager is re-entering all of the payment information. She has to pull the daily accounting logs from March 17, 2015 forward and re-create the payment taken exactly as it was originally taken. Some instances she would also have to re-create the file. Once up to date on this, she is taking the hand written receipts and creating a receipt (putting the hand written receipt # in the computer) and changing the action to reflect the filing so we will get the appropriate statistics that we need.

Once each clerk has entered the filings from their desk, they are pulling sections of files off the shelves and re-entering lost data from March 17, 2015 forward. This includes paper filings, ticklers for GC251 letters and various items that the clerks need to track. They are doing this for Family Law, Upper Civil, Limited Civil, Small Claims and Adoptions.

During normal business hours they conduct business as usual and are kept busy with Court, new filings people are bringing in, answering phones and updating files. That leaves little to no time to get all the backlog caught up that was caused by the outage. Staff have been working a couple hours extra each night and Saturday's when they are able so everything is back in our computer.

Progress since staff have been working overtime

<u>Case Type</u>	<u>Approximate cases updated</u>
DCSS cases -	315 cases
Family Law	1440 cases
Upper Civil	378 cases
Probate	252 cases
Limited Civil	100 cases
Small Claims	300 cases



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab I
Subsection 2
Court Operations

Overview of my experience with the Computer crash.

I have worked for Tehama Superior Court for over 27 years and I would have never thought that anything like this could ever happen to any Court, let alone ours. We have been dealing with this since July 3, 2015 and I am still in shock that anyone could be so callous or evil.

Not only did we lose data in our CMS system that we have to re-enter, we lost entire drives that held valuable information to this Court, some that cannot be re-created. We have had to re-create, re-build and re-scan everything back into our computer system. Local forms, internal forms, procedures, contracts, fiscal information. The list goes on. Some staff members lost every email, every saved document from their own drives. Some have lost information that they have saved and collected for several years.

We were without phones and email for some time. I used my personal email on my cell phone to correspond with people so I could do my job.

All of this was shocking and devastating to us. Our CMS system (Tyler Odyssey) was completely deleted. I was told that the first place they went when they hacked into our system was to Odyssey and it took less than a minute to delete it. I was the lead person working on the Odyssey system. I worked on it for over a year. I'm the Court Operations Manager and still did my regular duties as well as work on the Odyssey project. Tyler Technologies advised us that we needed two full time people working on configuring the system. We are a very small Court and didn't have the resources to commit 2 full time employees. I volunteered for this duty, because I have knowledge of every division, some more than others. I felt that I knew what the clerks needed and I wanted my input to go into the system in hopes to make it easier for staff. I put in many hours of my own time, because I wanted it to be right. I received help when help was available. Tyler was my project. It was difficult to carry the load with my other duties. At times I felt like I had taken on too much. I had literally just finished the project.

When you take on such a large project, and successfully finish the task, it is such great feeling to know that "You did it". I felt like I had accomplished something and my staff was going to reap the rewards. It was going to make their job so much easier and that was my primary goal.

I took a few days' vacation and when I came back to work that next Monday, it was all gone. All the work that I had put into this, all my efforts were gone. I'm still in shock.

Our Administration is still working on last ditch efforts to try and retrieve information, but it doesn't look promising.

Since the Court's entire Network went down, I, as well as administration, have worked countless hours trying to maintain some order and prioritize putting out the most important fires first. Our staff has done remarkably well under the very stressful circumstances; dealing with what they had no control over and dealing with the public. For the most part the public has been very understanding, but I don't blame them for their frustration. They are victims just as we are. All they are trying to do is take care of business. That is what we are all trying to do. It has cost a fortune to try and restore everything and get back on track. I can't even guess at how much time it will take staff to re-enter all files that were deleted. I can tell you that of the year I worked on Tyler Odyssey, approximately 6 months of that time was devoted to it.

Our staff at Tehama Superior Court are strong people and we will get through this. You don't work at the same place for as long as I have and not care about the people and the place you work for.

Thank You for the time that you have taken to read this.

Betty Randel

Court Operations Manager

Tehama Superior Court



SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA

Tab I
Subsection 3
Criminal

Summary of Data Recovery for Criminal Division.

Our Computers were down for a month. Clerks in the Criminal/traffic/Juvenile Division were unable to enter traffic tickets in the system or send out courtesy notices to defendants advising them of their bail amount. The bail could not be figured manually due to the need to check DMV records for prior tickets and/or traffic school eligibility. The public was asked to check back with the Court in two weeks to see if clerks were able to enter the information in the computer for them. Our Court receives approximately 1,000 to 1,500 traffic tickets each month. Our CMS system was down for one month and we lost 4 and ½ months' worth of data that needs to be re-entered. That is approximately 5,500 to 6,750 tickets to enter/re-enter into the system for traffic alone. All our clerks have been able to accomplish during business hours is answer the extremely high phone calls they are receiving from people inquiring about their case fines. Once our CMS system was up and running if a party called with a docket number, they would pull the ticket and re-enter it for them. For the people with little to no information on previously entered citations clerks were searching through each citation in the time frame the citation was received to try and find the citation and re-enter in the system so the person could take care of it. New citations that had never been entered were being pulled out and entered if the person called before staff had a chance to process it. Many phone calls were nonproductive because we were unable to help the party with their tickets.

New misdemeanor and felony cases had to be prepped for Court and flagged to enter data in the computer when it was back up and running. There are approximately 800 criminal cases that need re-entered in their entirety. This does not include cases that are entered in CMS but have entries missing from March 17, 2015 forward.

We have on an average 100 to 170 traffic and misdemeanor cases on calendar every Monday which clerks have to update for the full month we were down; approximately 80 to 100 felony cases in court every Monday in one department; approximately 30 felony cases on every Monday in another department; approximately 70 felony cases on calendar every Tuesday and approximately 70 misdemeanor cases on every Wednesday, all of which are backlogged now due to not having computers for 4 weeks. This does not include any trials motions or preliminary hearings.

All entries for DMV abstracting has to be re-entered before any new DMV abstracting is done or people could get duplicate convictions on their driver record. Our CMS system automatically abstracts cases and places an action in the system. That action is how the system knows not to abstract it.

All Traffic Violator School entries have to be re-entered from reports. TVS certificates have been paperless for a few years. We will have to go back through reports that were ran and re-entered the data from March 17, 2015 forward.

Clerks will have to start pulling cases from the shelf and check to make sure all entries are in the system, ticklers for traffic school, DUI enrollment/completions, work programs, length defendant is on probation for, drug and alcohol ticklers, anger management classes, etc., and accounts receivables are set up again.

Warrants and referrals to collections will have to be put on hold until account information is up to date, tickets are updated, courtesy notices are sent out and new due dates are given to people that were not able to pay due to the court backlog.

Clerks had to look through newer files and newer traffic citations one by one to see if they were scheduled to appear in court. Court calendars could not be printed from our CMS system and had to be typed in a word document for public, Judges and Court staff to view and prepare cases. Clerks were calling various attorneys and agencies to double check to make sure there wasn't any other cases that should be on calendar and were missed. (Both Civil and Criminal division had to do this).

Payments have to be re-created from March 17, 2015 forward. We have the daily accounting log that we are re-creating these by, but with criminal and traffic cases there are so many distributions, it is a very slow process because we have to make sure all of the distributions were re-entered exactly as they were the first time. We have to continue to write hand written receipts for people that are making payments, because we have to re-enter the prior payments first or the distribution will be off.

Juvenile 300 and 602 cases are the same process as the description in the Civil Process. There are no fees attached to these cases and we basically have to re-enter all documents from March 17, 2015 forward.

These are all things that clerks have been working on and will continue to work on. Overtime is the only way we can even attempt to put a dent in the backlog that was created by our CMS outage and loss of data from our system.

Progress since staff have been working overtime

Average filings to be re-entered	what has been accomplished	what is left
Traffic cites: 5,755	834 re-entered	4,921
Criminal cases: 800	280 re-entered	520
Re-creating payments	March 17 th through April 13 th is complete	
Re-creating Collections Payments	March 17 th through May 27 th is complete	

22 Prison packets have been completed that the jail was waiting on due to not having computers.

Additionally, the criminal division worked overtime on 3/14/15, 4/25/15 and 6/13/15.

On 3/14/15, all the cases that were referred to collections, which were 530 cases, the entries were lost since those entries were completed after 3/14/15.

On 4/25/15, all entries that were made on that day were lost. 6 clerks worked that day from 8 am to 5 pm. We worked on FTA/FTP and purging criminal cases from across the street.

On 6/13/15, all entries that were made on that day were lost. 7 clerks worked that day from 8 am to 2 pm. We worked on the FTP program from 7/1/14 through 9/30/14 as well as purging 567 criminal cases from across the street.

Clerks have been able to search for traffic citations for people that have repeatedly called trying to take care of their tickets.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

Tab I
Subsection 4
Jury

Jury Services
Tehama County
633 Washington Street, Room 13
Red Bluff, CA 96080

Summary of Data Recovery for Jury Services

The Jury Office was unable to process jurors through our system for trials that were reporting. Jurors could not reach our recording by phone to check the status of their appearance. Our website was down and jurors could not check the reporting information that they needed. Jurors would report (wanting to do their civil duty) only to be told that their service was cancelled, while other jurors were sent to the courtroom and did report for trials. These jurors waited and went through the process and were selected to hear the case on calendar. Had they not taken it upon themselves to appear, we would have had to reset those trials.

Because our phones were out, jurors started calling county offices to try to reach the Jury office. The County Clerk and Recorder's office stated they had 30 calls in a half hour. They missed calls for their office which lasted several days.

Jurors that reported were processed by cutting the name list and using a blank seating chart. The names were put into a jury wheel and the clerk would call names randomly. The District Attorney and Defense were given blank seating charts to fill in as the names were called. This process, even though it worked, is time consuming and slowed the process down.

The Jury Office had panels that had to be summoned for trials that were scheduled to report on a future date. Contact was made to JSI (Jury Systems Incorporated) and they provided a flash drive of 29,000 names. We printed labels for each juror summoned, name & address, reporting instructions and folded summons by hand. To run the process in the JSI system to summon a juror takes 30 minutes. The process by hand was 2 hours and took three people helping.

The jurors that were selected on served off the name list, then had to be entered manually with attendance given to process payroll.

The impact of the entire system being down caused the Jury Office to not be able to assist jurors until they came to courthouse. It was a hardship on the office and the jurors.

Sincerely,

Carol A. Sharek
Deputy Jury Commissioner

APPLICATION FOR SUPPLEMENTAL FUNDING FORM

Superior Court of California, County of Tehama

Amendment: Section II: Trial Court Operations and Access to Justice, Item: D

Fiscal Year	Filings	Dispositions
*FY 14/15	26,222	15,036
FY 13/14	20,870	11,883
FY 12/13	18,284	11,867
FY 11/12	19,796	14,066
FY 10/11	20,795	15,446

* The data reported is up through March 2015. Unfortunately, the data deletion that occurred on July 3, 2015, has hindered the Court's ability to enter information from April 2015, forward. The Court is striving to submit this information within the next 120 days.

Judicial Council of California

BASELINE BUDGET

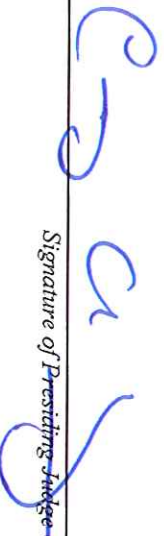
Certification

Court:	<u>Superior Court - Tehama</u>	Fiscal Year:	<u>FY 2015-16</u>
Court Contact:	_____	Budget Prepared By:	_____
Phone:	_____	Preparer's Phone:	_____
E-mail Address:	_____	E-mail Address:	_____

SUMMARY OF SUBMITTED BUDGET	General	Special Revenue Non-Grant	Special Revenue Grant	Capital Project	Debt Service	Proprietary	TOTAL
Beginning Balance	657,417	82,237	0	0	0	0	739,655
Current Year Financing Sources	4,219,734	184,900	583,626	0	0	0	4,988,260
Total Financing Sources	4,877,151	267,137	583,626	0	0	0	5,727,915
Total Expenditures	5,158,342	156,900	583,626	0	0	0	5,898,868
Fund Balance	(281,191)	110,237	0	0	0	0	(170,953)
Fund Balance Classifications							
Nonspendable	0	0	0	0	0	0	0
Restricted	0	0	0	0	0	0	0
Committed	0	0	0	0	0	0	0
Assigned	0	0	0	0	0	0	0
Unassigned	(281,191)	110,237	0	0	0	0	(170,953)

CERTIFICATION

I HEREBY CERTIFY, to the best of my knowledge and belief, that the amounts stated herein and contained in the Baseline Budget detail documents included by reference above, fairly present a statement of all court estimated revenues (financing sources) and court expenditures in accordance with the reporting requirements adopted by the Judicial Council pursuant to authority granted by Government Code section 77206.


 Signature of Presiding Judge or Executive Officer

10-14-15
 Date



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TEHAMA**

*******NOTICE*******

FOR IMMEDIATE RELEASE

DATE: October 13, 2015

**PUBLIC NOTICE OF THE COURT'S PROPOSED
BUDGET FOR FISCAL YEAR 15-16**

Pursuant to GC 68511.7, the Court hereby provides public notice that the Court's proposed fiscal year 2015-16 budget is available for public review and comment. The proposed budget can be located on the Court's website at www.tehamacourt.ca.gov.

Additionally, a hard copy of the proposed budget can be reviewed in the Tehama County Courthouse, Room 13.

All comments should be submitted to the Court at comments@tehamacourt.ca.gov. Comments will be accepted through October 16, 2015. The proposed budget will be adopted by the Presiding Judge on October 19, 2015.