

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: ENVIRONMENTAL RESOURCES *KMN*

BOARD AGENDA # *B-9

Urgent Routine X

AGENDA DATE August 14, 2001

CEO Concurs with Recommendation YES *pk* NO
(Information Attached)

4/5 Vote Required YES NO X

SUBJECT: ACCEPTANCE AND USE OF SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT GRANT FUNDS FOR A MOTOR VEHICLE EMISSION REDUCTION COURTS INTERNET PROJECT

STAFF RECOMMENDATIONS:

1. AUTHORIZE THE CHIEF INFORMATION OFFICER TO SIGN AND ADMINISTER THE GRANT CONTRACT WITH THE SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT FOR AN APPROVED VEHICLE EMISSION REDUCTION PROJECT
2. AUTHORIZE THE AUDITOR-CONTROLLER TO MAKE THE NECESSARY FINANCIAL TRANSACTIONS AS PER THE ATTACHED DEPARTMENT TRANSFER REQUEST FORM AND ROLL-FORWARD THE APPROPRIATIONS TO FY '01-02.

(Staff Recommendations Continued on Page 2)

FISCAL IMPACT:

This project will involve receiving \$161,000 in funds from the San Joaquin Valley Unified Air District's share of "REMOVE" (Reduce Motor Vehicle Emissions) grant funds. The project will help in the reduction of motor vehicle emissions and assist Stanislaus County in improving customer service by increasing the amount of information available and access to services through the INTERNET. Support activities by the Chief Information Officer, Management Information Systems and Superior Court are covered in the existing department budgets.

BOARD ACTION

No. 2001-612

On motion of Supervisor Caruso, Seconded by Supervisor Blom
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) Denied
- 3) Approved as amended

MOTION:

Christine Ferraro

ACCEPTANCE AND USE OF SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT GRANT FUNDS FOR A MOTOR VEHICLE EMISSION REDUCTION COURTS INTERNET PROJECT

Page 2

STAFF RECOMMENDATIONS

Continued:

3. APPROVE THE PROPOSED BUDGET FOR THE VEHICLE EMISSION REDUCTION COURTS INTERNET PROJECT- AS IDENTIFIED IN ATTACHMENT "A".

DISCUSSION: On August 29, 2000, the Board authorized the Director of the Department of Environmental Resources to submit a proposal for a Reduce Motor Vehicle Emission (REMOVE) grant from the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD). At that time, the Department indicated it would return to the Board for authorization to accept the funds, and present a budget and a specific project description, if the project was selected for funding. This grant is intended to help fund a project to reduce motor vehicle emissions in Stanislaus County. After a review of the grant proposal, the SJVUAPCD approved the funding of the project.

Department staff worked cooperatively with the Management Information Systems (MIS) Department and Superior Court to develop this grant proposal. The project is designed to improve and expand the content of court related information available on the Internet, including forms. Specifically, public records are currently maintained in court case files and a personal visit is required to request copies. Last year, the court system documented over 377,000 events/causes of action of the most commonly accessed public records from traffic, civil, family law and criminal cases such as:

- | | |
|----------------------------------|--|
| ◆ Restraining Orders | ◆ Probation Conditions |
| ◆ Probate Filings | ◆ Probate Orders |
| ◆ Bench Warrants | ◆ Arrest Warrants |
| ◆ Traffic Citations | ◆ Civil Related Filings |
| ◆ Court Minute Orders | ◆ Final Sentence Orders |
| ◆ Future Hearing Dates | ◆ Family Law Related Filings |
| ◆ Final Dissolutions of Marriage | ◆ Answers to Complaints, Civil Cases |
| ◆ Cross-Complaints, Civil Cases | ◆ Mediation Agreements and Orders re: Custody and Visitation of Children |

ACCEPTANCE AND USE OF SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION
CONTROL DISTRICT GRANT FUNDS FOR A MOTOR VEHICLE EMISSION REDUCTION
COURTS INTERNET PROJECT

Page 3

These case files would be optically scanned and placed electronically into the courts database for public access. This project targets a 50% reduction in trips for copies of non-traffic court filings/actions and a 75% reduction in trips for copies of traffic citations, for an estimated reduction in total trips of over 200,000.

This project is consistent with the direction currently underway for information management in the County. For this reason, staff recommends that the Chief Information Officer have the role of grant administrator. The roles for each of the cooperating departments in this project would be as follows: 1) MIS staff will purchase the necessary computer equipment, make needed programming changes to the Court Automation Retrieval Data System (CARDS) data base and set up the imaging software and workstations; 2) Superior Court staff will index and image all of the documents; and 3) The Chief Information Officer will administer and monitor the project and perform the necessary reporting.

One year from the grant contract date (August 2001) will be allowed for completion of the project, or August 2002. The \$161,000 in REMOVE grant funding will cover the cost of the following: computer programming, image software programming and related computer equipment. The remaining support activities from MIS, Superior Court and the Chief Information Officer are covered in departmental budgets.

A budget outlining the project costs and funding sources is included with this report (see Attachment "A"). The Department is requesting authorization to accept and use these SJVUAPCD funds for the motor vehicle emission reduction project described herein.

**POLICY
ISSUE:**

The Board should decide if the Chief Information Officer, MIS and the Superior Court should proceed with this REMOVE grant fund project. Such funding would make it possible to perform the project described herein which is designed to help in the reduction of motor vehicle emissions and assist Stanislaus County in improving customer service by increasing the amount of information available and access to services through the INTERNET. This action supports the Board's priorities of delivering excellent community services, promoting efficient governmental operations, and achieving multi-jurisdictional cooperation.

**STAFFING
IMPACT:**

There are no staffing impacts.

ATTACHMENT "A"

Proposed Project	Specific Project and Related Department	Source of Funds to be Used		
		"REMOVE" Air Grant Funds	Individual Department Budgets	TOTAL
Increasing the amount of information available and access to services through the Internet	Courts are billed by MIS for programming cost for changes to Courts data base CARDS required for this project.	\$161,000	\$200,000	\$361,000

**AUDITOR-CONTROLLER
BUDGET JOURNAL**

**AUDITOR-CONTROLLER
COPY**

BUDGET JOURNAL SCREEN

Budget Organization **Stanislaus Budget Org #**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-01**
 To **Jun-02**



BATCH SCREEN

Journal Batch **ER-DRH**
 Category **Budget**

Line	Coding Structure						Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	AMOUNT	
1	1001	34110	25000				161,000.00	St-Other
2	1001	34110	62990				161,000.00	Equipment to \$5,000
3								
4							0	
5							.0	
6							.0	
7							.0	
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23							.0	
24							.0	
25							.0	
Totals							322,000.00	

Explanation: To set up appropriations to accept San Joaquin Valley Air Pollution Control District (REMOVE) Grant for FY01-02 Please assign project number to track expenditures.

Requesting Department		CEO	Auditors Office Only	
<i>Kevin M. Williams</i>		<i>Patricia Hojn</i>		
Signature		Signature	Prepared By	Admin Approval (\$75K+)
<u>8/6/01</u>		<u>8/9/01</u>		<i>S. C. O. O. I.</i>
Date		Date	Date	Date



**EXHIBIT SUMMARY SHEET
(Cover)**

APPLICANT: STANISLAUS COUNTY, DEPARTMENT OF ENVIRONMENTAL RESOURCES

CONTACT PERSON: DENTON HOEH

ADDRESS: 3800 CORNUCOPIA WAY, SUITE C, MODESTO, CA. 95358

TELEPHONE #: (209) 525-6700

FAX #: (209) 525-6774

E-MAIL: dhoeh@envres.org

PROJECT BUDGET:	<i>REMOVE Funds</i>	<i>\$ Matching Funds</i>	<i>In-Kind Match</i>	<i>Total Project Costs</i>
<i>Materials</i>	\$ 161,000	\$ 200,000	\$	\$ 361,000
<i>Personnel</i>	\$	\$	\$	\$
<i>Other</i>	\$	\$	\$	\$
TOTAL	\$ 161,000	\$ 200,000	\$	\$ 361,000

ALTERNATE

PROJECT BUDGET:	<i>REMOVE Funds</i>	<i>\$ Matching Funds</i>	<i>In-Kind Match</i>	<i>Total Project Costs</i>
<i>Materials</i>	\$	\$	\$	\$
<i>Personnel</i>	\$	\$	\$	\$
<i>Other</i>	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

ESTIMATED EMISSION REDUCTIONS/COST-EFFECTIVENESS	<u>As Proposed</u>	<u>Alternate Funding Level</u>
Useful Life of Project (years):	5	
Total Lifetime Emissions Reduced (lbs. of ROG, NOx, PM-10):	53,975	
Cost-Effectiveness (REMOVE Funds divided by emissions = \$/lb):	\$3.00/lb.	

BRIEF PROJECT DESCRIPTION:

Increasing the amount of information available and access to services through the Internet. This would be done specifically, by expanding the content of Stanislaus County's home page to include access to additional court data and documents.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: STANISLAUS COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES

Please complete and attach this checklist with your application.

Exhibit Summary Sheet (Cover) - page 1

Request for Proposal Contents Checklist (Second Page) - page 2

Authorization Letter/Resolution (Third Page) - page 3

Project Description - page 4 & 5

Project Organization/Background - page 6

Emission Benefits/Cost Effectiveness - page 7

Work Statement - page 8

Funding Request/Cost Breakdown - page 9

Schedule of Deliverables/Self-Monitoring Program - page 10

Local TPA Review (when applicable) - page _____

20 Copies of Proposal

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: ENVIRONMENTAL RESOURCES *KMW*

BOARD AGENDA # *B-4

Urgent _____ Routine X

AGENDA DATE August 29, 2000

CEO Concurs with Recommendation YES X NO _____
(Information Attached)

4/5 Vote Required YES _____ NO ✓

SUBJECT:

AUTHORIZATION TO APPLY FOR GRANT FUNDS FROM THE SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT TO FUND A MOTOR VEHICLE EMISSION REDUCTION PROJECT

STAFF
RECOMMEN-
DATIONS:

AUTHORIZE THE INTERIM DIRECTOR OF ENVIRONMENTAL RESOURCES TO APPLY FOR GRANT FUNDS FROM THE SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT TO FUND A MOTOR VEHICLE EMISSION REDUCTION PROJECT FOR THE STANISLAUS COUNTY AREA

FISCAL
IMPACT:

The project will involve applying for \$161,000 funds from the San Joaquin Valley Unified Air District's share of "REMOVE" (Remove Motor Vehicle Emissions) grant funds. The project, if funded, will help in the reduction of motor vehicle emissions and will assist Stanislaus County in improving customer service by increasing the amount of information available and access to services through the Internet. Support activities by the Department of Environmental Resources would be covered in the existing department budgets. Matching funds, which will be required, will be provided through existing department budgets should the grant application be funded.

BOARD ACTION

No. 2000-700

On motion of Supervisor Paul, Seconded by Supervisor Simon, and approved by the following vote,

Ayes: Supervisors: Paul, Mayfield, Simon, and Chairman Caruso

Noes: Supervisors: None

Excused or Absent: Supervisors: Blom

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

REAGAN M. WILSON

Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By *Rezi Gilbert*



File No.

ATTEST: REAGAN M. WILSON, Clerk By: Deputy

PROJECT DESCRIPTION

Department staff worked cooperatively with the Management Information Systems (MIS) Department and Superior Court to develop the following conceptual project. The MIS Department served as the liaison in coordinating the participation of various county departments, in addition to providing some of the technical "know-how".

The application would be for a project designed to improve and expand the content of court related information available on the Internet, including forms. In just the Courts alone, it is estimated that as many as 200,000 trips to the courts annually could be eliminated by increasing the access content and access court services through the Internet.

The most commonly accessed forms and public records which are currently maintained in Court case files would be optically scanned and placed electronically into the courts database for public access via the Internet. For example, the following traffic, civil, family law and criminal case file documents would be available without a trip to the courthouse:

- ◆ Restraining Orders
- ◆ Probate Orders
- ◆ Traffic Citations
- ◆ Final Sentence Orders
- ◆ Final Dissolutions of Marriage
- ◆ Cross-Complaints, Civil Cases
- ◆ Mediation Agreements and Orders re: Custody and Visitation of Children
- ◆ Probation Conditions
- ◆ Bench Warrants
- ◆ Court Minute Orders
- ◆ Future Hearing Dates
- ◆ Family Law Related Filings
- ◆ Answers to Complaints, Civil Cases
- ◆ Probate Filings
- ◆ Arrest Warrants
- ◆ Court Minute Orders
- ◆ Civil Related Filings

The court system documented the following events/causes of action filed between the period of July 1, 1999, and June 30, 2000.

<u>Event/Cause of Action</u>	<u>Criminal</u>	<u>Civil</u>	<u>Count</u>	<u>TOTAL</u>
Answer to Complaint		2,019		2,019
Bench Warrants	7,939	532		8,471
Probation Conditions	8,672	1		8,673
Restraining Order	9	382		391
Warrant of Arrest	1,604	64		1,668
Final Sentence Order	1,445			1,445
Civil Related Filings			15,644	15,644
Cross-Complaints (Civil)			303	303
Family Law Related Filings			5,258	5,258
Probate Filings			572	572
Court Minute Orders			138,211	138,211
Future Hearings			139,656	139,656
Mediation Agreement & Orders			2,489	2,489
Traffic: Copy Requests			50,400	50,400
Probate Orders			501	501
Final Dissolution of Marriage			1,822	1,822
GRAND TOTAL				377,523

The basis for the estimated 200,000 avoided trips is as follows:

50% reduction in trips for copies of non-traffic court filings/actions, or:
 $327,123 * 0.50 = 163,562$

75% reduction in trips for copies of traffic citations, or:
 $50,400 * 0.75 = 37,800*$

*Note that in a high percentage of cases, customers often first make an unnecessary trip to the Department of Motor Vehicles thinking that this information can be obtained there, when in fact, it cannot. Additionally, court staff indicate that nearly all counter customers request copies of citations.

TOTAL REDUCTION: 201,362 TRIPS

Justification: The number of trip reductions being targeted, is based on input from court counter clerks, as supported by the following: the number and type of requests received for document copies; the number of times the court website is being accessed by the public; the number of letters received requesting copies of documents; and the increased demand by the public, evidenced via public survey, to make documents computer accessible.

Specifically, the types of documents included within this project are those most commonly requested. The number of copies made in the court system are tabulated annually for accounting purposes. In fiscal year 1999-2000 alone, 2,104,600 copies were made recognizing, however, that some documents may be multiple pages and that copying needs, other than that of customer requests, also exist. Website "hits" for the court system are also tracked, and for the same fiscal year, 69,618 hits were recorded although to date, the website includes general, view-only information. Court staff further estimate that 5,000 - 6,000 letters per year are received from customers requesting document copies. Unfortunately, in these cases customers are directed to make the trip to pick up the necessary documents. Finally, as part of the strategic planning process, the courts organized a committee of community members that participated in a series of public meetings where input was solicited regarding how the court system might improve customer service. One of the overwhelming messages received was the desire for greater access to public documents. Finally, approximately 70 % of the court system customers are from professional offices, where nearly all have computer/internet access, and approximately 30 % of customers are average citizens where 2/3 of homes commonly have computers with most of those having internet access.

In conclusion, going back to our "hard" data, we can conservatively say that for every court event and/or filing referenced herein that occurred last year, an average of two requests per event/filing, with the exception of traffic, was received ($327,123 * 2 = 654,246 + 50,400 = 704,646$). Comparing this to our targeted reduction of 201,362, this equates to an overall reduction target of 28.6% which is very achievable.

PROJECT ORGANIZATION/BACKGROUND

The Department of Environmental Resources is a unique organization dedicated to maintaining public health and environmental protection for Stanislaus County and its nine incorporated cities. This commitment to environmental protection is exemplified by the comprehensive programs it provided and its desire to assist other departments in special projects such as this grant proposal. As with most public agencies, funding for special projects and programs is very limited, therefore, without special funding sources such as the REMOVE Funds, projects of this nature would not be possible.

This project would be completely managed by the Stanislaus County Management Information Systems (MIS) Department in collaboration with the Stanislaus County Superior Court. MIS has the necessary computer hardware equipment and existing trained personnel to carry out the design, programming of Imaging programs, acquisition of scanning and storage equipment. Presently the MIS Department is working closely with the Courts and to coordinate the development of the courts on-line Records System (CARDS) and enhance it with an Imaging Utility. Also, this project would make these data and images available through the Internet. MIS would also work closely with the Stanislaus County Department of Environmental Resources which would serve as the monitoring entity.

EMISSIONS BENEFITS/COST EFFECTIVENESS

TELECOMMUNICATIONS

Subcategory: (6e) Telecommunication

Air District Name: San Joaquin Valley Unified APCD

Local Government Name: Not Applicable

Project Name: Courts E-business

Description:
(Issues/Comments)

Implementing Agency: Stanislaus County

Private Agency: No

FUNDING:

MVFees Funding:	\$161,000	MSRC Funding:	\$0
Moyer Funding:	\$0	CMAQ Funding:	\$0
Other CoFunding:	\$200,000		

Capital Recovery Factor:	0.23	
Project Analysis Period:	5	years
Weeks of operation per year (W):	52	weeks
Auto Trips Eliminated (T):	3,872	trips (one-way) per week
Length of auto trips eliminated (L):	8.57	miles in one direction of trip
New Auto Trips (New T):	0.00	trips (one-way) per week
New Auto Trip Length (New L):	0.00	miles in one direction of trip
Annual Auto Trips Reduced:	201,344	annual trips
Annual Auto VMT Reduced:	1,725,518	annual miles

EMISSION FACTORS:	Auto Trip End Factors	Auto VMT Factors
ROG :	4.98 <i>grams</i>	0.55 <i>grams</i>
NOx :	2.05 <i>per trip</i>	1.02 <i>per mile</i>
PM10 :	0.00	0.45

EMISSION REDUCTIONS:	Pounds per Year	Tons per Year
ROG:	4,299	2.15
NOx:	4,786	2.39
PM10:	1,710	0.86
Total:	10,795	5.40

COST-EFFECTIVENESS OF:

Motor Vehicle Fees and/or Moyer Funds:	\$3 per pound	\$6,890 per ton
CMAQ Funds:	\$0 per pound	\$0 per ton
All Funding Sources:	\$8 per pound	\$15,448 per ton

WORK STATEMENT

After the grant is awarded the MIS/Courts Project Team, vendors and court personnel would work closely to coordinate the development of additional features in CARDS to integrate with the web, with the selected Imaging Hardware and software and the WAN/LAN infrastructure.

It is expected that the sequence of implementation will follow this corresponding timeline:

Identify and Procure Image, Internet servers and software	September 30, 2001
Design and Program Image Work Flow	December 1, 2001
Design and Program Changes to Courts System (i.e. CARDS)	June 1, 2002
Develop and Conduct Public Training Program	July 1, 2002
Implement Image/Internet System	July 31, 2002
System Testing & Acceptance	August 17, 2002

FUNDING REQUEST/COST BREAKDOWN

The total cost of the project is \$361,000. Individual County departments which participate will provide funding which totals \$200,000 (55%) from their respective budgets. This request is for \$161,000 (45%) from the District's REMOVE funds. The \$161,000 is needed for the project to be undertaken.

Item Description	Cost	Department Funds	REMOVE Funds
Computer Programming Changes to Courts CARDS Data Base	200,000	200, 000	0
Internet Server Software	20,000		20,000
Internet Server Hardware/Firewall, etc.	85,000		85,000
Internet Image/Cards Integration	56,000		56,000
Grand Total	361,000	200, 000	161,000



San Joaquin Valley
Air Pollution Control District

COPY
COPY

August 17, 2001

Denton Hoeh
Stanislaus County Department of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358

RE: REMOVE Program Contract #00-028

Dear Mr. Hoeh:

Please find enclosed one (1) copy of the final executed contract with the San Joaquin Valley Air Pollution Control District (SJVAPCD). This will be the only copy that you will receive.

To receive reimbursement, the SJVAPCD will be requiring the following:

- Completion of a Claim for Payment form (enclosed);
- Submission of all receipts;
- Copy of insurance coverage;
- SJVAPCD staff inspection of project.

If you have any questions regarding reimbursement procedures, please contact me at (559) 230-5800.

Sincerely,

Todd DeYoung
Air Quality Planning Analyst

Enclosures

David L. Crow
Executive Director/Air Pollution Control Officer

Northern Region Office
4230 Kiernan Avenue, Suite 130
Modesto, CA 95356-9322
(209) 557-6400 • FAX (209) 557-6475

Central Region Office
1990 East Gettysburg Avenue
Fresno, CA 93726-0244
(559) 230-6000 • FAX (559) 230-6061
www.valleyair.org

Southern Region Office
2700 M Street, Suite 275
Bakersfield, CA 93301-2373
(661) 326-6900 • FAX (661) 326-6985

8-14-01

COPY

Agreement No. 00-028

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AGREEMENT

This Agreement is made and entered into this 17th day of August, 2001, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and COUNTY OF STANISLAUS (Contractor).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, codified in California Health and Safety Code section 44223, authorizes districts to impose a fee of up to Four Dollars (\$4) upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fee;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, District appointed a motor vehicle evaluation committee for vehicle emissions reduction projects to review proposals for eligible projects for the purpose of making funding recommendations to the Governing Board of the District; and

WHEREAS, on April 19, 2001, after holding public hearing and considering the recommendations of the Evaluation Committee for Motor Vehicle Emission Reduction, District approved for funding those projects deemed to be most suitable for vehicle license fee funding and best meeting the goals of Health and Safety Code sections 44220 through 44247;

///

1 **WHEREAS**, Contractor has proposed a project that meets the eligibility
2 criteria of District that has been approved by District for funding; and

3 **WHEREAS**, Contractor represents that it is willing and able to perform
4 the activities set forth herein.

5 **NOW, THEREFORE**, based on their mutual promises, covenants, and
6 conditions, the parties hereby agree as follows:

7 **1. PROJECT**

8 Contractor shall perform all activities and work necessary to expand the
9 County website to include access to court documents, as set forth in the proposal
10 which is attached hereto and incorporated herein as Exhibit A. Contractor agrees to
11 furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals
12 necessary to perform and complete, per schedule, in a professional manner, the
13 services described herein. Contractor represents that Contractor has the expertise
14 necessary to adequately perform the project specified in Exhibit A.

15 In the event of any conflict between or among the terms and conditions
16 of this Agreement, the exhibits incorporated herein, and the documents referred to
17 and incorporated herein, such conflict shall be resolved by giving precedence in the
18 following order of priority:

- 19 1. To the text of this Agreement
- 20 2. Exhibit A to this Agreement
- 21 3. To the Motor Vehicle Emissions Reduction Projects
22 Request for Proposals (RFP) Phase VII prepared by District and dated 1999-2000.

23 **2. PERIOD OF PERFORMANCE/TIMETABLE**

24 Contractor shall commence performance of work and produce all work
25 product in accordance with the work schedule and deadlines for performance
26 identified in Exhibit A, pages 8 and 10, of this Agreement, which is attached hereto
27 and incorporated herein, unless this Agreement is terminated sooner as provided for
28 elsewhere in this Agreement.

1 If requested by District, Contractor shall submit regular progress reports,
2 at intervals determined by District, detailing the work performed during the current
3 reporting period; work planned for the next reporting period; problems identified,
4 solved, and/or unresolved; and the percentage of each task completed. Contractor
5 shall provide District with a comprehensive final written report prior to the end of the
6 contract term. Said final report shall document the work performed under this
7 Agreement.

8 **3. COMPENSATION**

9 The total obligation of District under this Agreement shall not exceed
10 One Hundred Sixty One Thousand Dollars and No/100 (\$161,000).

11 Contractor shall obtain through other sources sufficient additional
12 monies to fund the total cost of the project as outlined in Exhibit A, pages 1 and 9.
13 Satisfactory written evidence of such funding commitments shall be provided to
14 District prior to the release by District of any funds under this Agreement. In the event
15 funding from other sources for the total cost of the project as outlined in Exhibit A,
16 pages 1 and 9, is not received by Contractor, District reserves the right to terminate or
17 re-negotiate this Agreement. In that event, if requested by District, Contractor shall
18 return any District funds advanced.

19 **A. Payments:** Advance payments shall not be permitted.
20 Payments will be permitted only at which time equivalent services have been
21 satisfactorily rendered. District shall reimburse Contractor quarterly, in arrears, after
22 receipt and verification of a properly support financial claim. Claims and all supporting
23 documentation shall be submitted to San Joaquin Valley Unified Air Pollution Control
24 District, Planning Department, Attention: Todd DeYoung or Chris Acree.

25 Payment shall be made to Contractor by District upon submission and
26 evaluation of Contractor's invoice or claim that shall set forth the work completed
27 pursuant to this Agreement.

28 District will issue payment to Contractor within thirty (30) calendar days

1 of receipt of proper documentation and verification that Contractor has satisfactorily
2 completed the work for which compensation is sought.

3 The amount to be paid to Contractor under this Agreement includes all
4 sales and use taxes incurred pursuant to this Agreement, if any, including any such
5 taxes due on equipment purchased by Contractor. Contractor shall not receive
6 additional compensation for reimbursement of such taxes and shall not decrease work
7 to compensate therefore.

8 Concurrently with the submission of any claim for payment, Contractor
9 shall certify (through copies of invoices issued, checks, receipts, and the like) that
10 complete payment has been made to any and all subcontractors as provided.

11 **B. Surplus Funds:** Any compensation which is not expended by
12 Contractor pursuant to the terms and conditions of this Agreement by the project
13 completion date shall automatically revert to District. Only expenditures incurred by
14 Contractor in the direct performance of this Agreement will be reimbursed by District.
15 Allowable expenditures under this Agreement are specifically established and
16 included in Exhibit A, pages 1 and 9, attached hereto and incorporated herein.

17 **C. Close-out Period:** All final claims shall be submitted by
18 Contractor within sixty (60) days following the final month of activities for which
19 payment is claimed. No action will be taken by District on claims submitted beyond
20 the 60-day close-out period.

21 **4. NON-ALLOCATION OF FUNDS**

22 The terms of this Agreement and the services to be provided thereunder
23 are contingent on the approval of funds by the appropriating government agency.
24 Should sufficient funds not be allocated, the services provided may be modified or this
25 Agreement terminated at any time by giving Contractor thirty (30) days' prior written
26 notice.

27 *///*
28 *///*

1 **5. INDEPENDENT CONTRACTOR**

2 In performance of the work, duties, and obligations assumed by
3 Contractor under this Agreement, it is mutually understood and agreed that
4 Contractor, including any and all of Contractor's officers, agents, and employees, will
5 at all times be acting and performing as an independent contractor and shall act in an
6 independent capacity and not as an officer, agent, servant, employee, joint venturer,
7 partner, or associate of District. Furthermore, District shall have no right to control or
8 supervise or direct the manner or method by which Contractor shall perform its work
9 and function. However, District shall retain the right to administer this Agreement so
10 as to verify that Contractor is performing its obligations in accordance with the terms
11 and conditions thereof. Contractor and District shall comply with all applicable
12 provisions of law and the rules and regulations, if any, of governmental authorities
13 having jurisdiction over matters the subject thereof.

14 Because of its status as an independent contractor, Contractor shall
15 have absolutely no right to employment rights and benefits available to District
16 employees. Contractor shall be solely liable and responsible for providing to, or on
17 behalf of, itself all legally required employee benefits. In addition, Contractor shall be
18 solely responsible and save District harmless from all matters relating to payment of
19 Contractor's employees, including compliance with social security, withholding, and all
20 other regulations governing such matters. It is acknowledged that during the term of
21 this Agreement, Contractor may be providing services to others unrelated to District or
22 to this Agreement.

23 **6. TERMINATION**

24 **A. Breach of Agreement:** District may immediately suspend or
25 terminate this Agreement, in whole or in part, where in the determination of District
26 there is:

- 27 1. An illegal or improper use of funds;
28 2. A failure to comply with any term of this Agreement;

- 1 3. A substantially incorrect or incomplete report submitted to District; or
- 2 4. Improperly performed services.

3 In no event shall any payment by District constitute a waiver by District
4 of any breach of this Agreement or any default which may then exist on the part of
5 Contractor. Neither shall such payment impair or prejudice any remedy available to
6 District with respect to the breach or default. District shall have the right to demand of
7 Contractor the repayment to District of any funds disbursed to Contractor under this
8 Agreement which in the judgment of District were not expended in accordance with
9 the terms of this Agreement. Contractor shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this
13 Agreement.

14 **B. Without Cause:** Either party may terminate this Agreement at
15 any time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. In such case, Contractor shall, subject to paragraph 3, be paid
17 the reasonable value of all services satisfactorily rendered and actual, reasonable
18 costs incurred up to the time of the termination. Upon such termination, all the work
19 produced by Contractor shall be promptly delivered to District.

20 **7. MODIFICATION**

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 **8. NON-ASSIGNMENT**

24 Neither party shall assign, transfer, or subcontract this Agreement, nor
25 their rights or duties under this Agreement, without the prior express, written consent
26 of the other party.

27 **9. INDEMNIFICATION**

28 Contractor agrees to indemnify, save, hold harmless, and at District's

1 request, defend District, its boards, committees, representatives, officers, agents, and
2 employees from and against any and all costs and expenses (including reasonable
3 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether
4 in contract, tort, or strict liability, including, but not limited to, personal injury, death,
5 and property damage) occurring or resulting to District which arises from any negligent
6 or wrongful acts or omissions of Contractor, its officers, agents, subcontractors, or
7 employees in their performance of this Agreement.

8 **10. INSURANCE**

9 **A.** Without limiting District's right to obtain indemnification from
10 Contractor or any third parties, Contractor, at its sole expense, shall maintain in full
11 force and effect the following insurance policies throughout the term of this
12 Agreement:

13 1) Commercial general liability insurance with
14 minimum limits of coverage in the amount of One Million Dollars (\$1,000,000) per
15 occurrence;

16 2) Commercial automobile liability insurance which
17 covers bodily injury and property damage with a combined single limit with minimum
18 limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence;

19 3) Workers' compensation insurance in accordance
20 with California law.

21 **B.** Such insurance policies shall name District, its officers, agents,
22 employees, individually and collectively, as additional insured (except workers'
23 compensation insurance), but only insofar as the operations under this Agreement are
24 concerned. Such coverage for additional insured shall apply as primary insurance,
25 and any other insurance maintained by District, its officers, agents, and employees,
26 shall be excess only and not contributing with insurance provided under Contractor's
27 policies herein. This insurance shall not be canceled or changed without a minimum
28 of thirty (30) days' advance, written notice given to District.

1 C. Prior to the commencement of performing its obligations under
2 this Agreement, Contractor shall provide certifications of insurance on the foregoing
3 policies, as required herein, to District, stating that such insurance coverages have
4 been obtained and are in full force; that District, its officers, agents, and employees
5 will not be responsible for any premiums on the policies; that such insurance names
6 District, its officers, agents, and employees, individually and collectively, as additional
7 insured (except workers' compensation insurance), but only insofar as the operations
8 under this Agreement are concerned; that such coverage for additional insured shall
9 apply as primary insurance and any other insurance maintained by District, its officers,
10 agents, and employees, shall be excess only and not contributing with insurance
11 provided under Contractor's policies herein. This insurance shall not be canceled or
12 changed without a minimum of thirty (30) days' advance, written notice given to
13 District.

14 D. In the event Contractor fails to keep in effect at all times
15 insurance coverage as herein provide, District may, in addition to other remedies it
16 may have, suspend or terminate this Agreement upon the occurrence of such event.

17 E. If Contractor is a government entity, then it may self-insure such
18 of those risks identified in paragraphs 10.A.1-10.A.3 of this Agreement, provided,
19 however, that:

20 1) District, its officers, agents, and employees,
21 individually and collectively, shall be named as additional insured (except for workers'
22 compensation insurance) on Contractor's self-insurance plans, but only insofar as the
23 operations under this Agreement are concerned;

24 2) Such self-insurance plans shall be reasonably
25 satisfactory to District; and

26 3) All those provisions identified in subparagraph 10.C
27 of this Agreement concerning the relationship of Contractor's primary and District's
28 excess insurance to each other, the requirement of Contractor delivering a certificate

1 of insurance or other suitable evidence to District, and the cancellation/change of
2 insurance requirements shall apply to such self-insurance plans.

3 **11. AUDITS AND INSPECTIONS**

4 Contractor shall at any time during regular business hours, and as often
5 as District may deem necessary, make available to District for examination all of its
6 records and data with respect to the matters covered in this Agreement. Contractor
7 shall, and upon request by District, permit District to audit and inspect all of such
8 records and data necessary to ensure Contractor's compliance with the terms of this
9 Agreement.

10 Contractor shall be subject to an audit by District or its authorized
11 representative to determine if the revenues received by Contractor were spent for the
12 reduction of pollution as provided in AB 2766 and to determine whether said funds
13 were utilized as provided by law and this Agreement. If, after audit District makes a
14 determination that funds provided Contractor pursuant to this Agreement were not
15 spent in conformance with this Agreement or AB 2766 or any other applicable
16 provisions of law, Contractor agrees to immediately reimburse District all funds
17 determined to have been expended not in conformance with said provisions.

18 Contractor shall retain all records and data for activities performed under
19 this Agreement for at least three (3) years from the date of final payment under this
20 Agreement or until all state and federal audits are completed for that fiscal year,
21 whichever is later.

22 Because this Agreement exceeds Ten Thousand Dollars (\$10,000),
23 Contractor shall be subject to the examination and audit of the auditor general for a
24 period of three (3) years after final payment under contract (Government Code §
25 10532).

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1 **12. NOTICES**

2 The persons and their addresses having authority to give and receive
3 notices under this Agreement are as follows:

4 CONTRACTOR	DISTRICT
5 Stanislaus County	David L. Crow
6 3800 Cornucopia Way, Suite C	Executive Director/APCO
7 Modesto, CA 95358	1990 East Gettysburg Ave.
	Fresno, CA 93726

8 Any and all notices between District and Contractor provided for or
9 permitted under this Agreement or by law shall be in writing and shall be deemed duly
10 served when personally delivered to one of the parties, or in lieu of such personal
11 service, when deposited in the United States mail, postage prepared, addressed to
12 such party.

13 **13. POLITICAL ACTIVITY PROHIBITED**

14 None of the funds, materials, property, or services provided under this
15 Agreement shall be used for any political activity, or to further the election or defeat of
16 any candidate for public office contrary to federal or state laws, statutes, regulations,
17 rules, or guidelines.

18 **14. LOBBYING PROHIBITED**

19 None of the funds provided under this Agreement shall be used for
20 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
21 before the Congress of the United States of America or the Legislature of the State of
22 California.

23 **15. CONFLICT OF INTEREST**

24 No officer, employee, or agent of District who exercises any function or
25 responsibility for planning and carrying out the services provided under this
26 Agreement shall have any direct or indirect personal financial interest in this
27 Agreement. Contractor shall comply with all federal and state conflict of interest laws,
28 statutes, and regulations, which shall be applicable to all parties and beneficiaries

1 under this Agreement and any officer, agent, or employee of District.

2 **16. GOVERNING LAW**

3 This Agreement shall be governed in all respects by the laws of the
4 State of California. Venue for any action arising out of this Agreement shall only be in
5 Fresno County, California.

6 **17. BINDING ON SUCCESSORS**

7 This Agreement, including all covenants and conditions contained
8 herein, shall be binding upon and inure to the benefit of the parties, including their
9 respective successors-in-interest, assigns, and legal representatives.

10 **18. TIME IS OF THE ESSENCE**

11 It is understood that for Contractor's performance under this Agreement,
12 time is of the essence. The parties reasonably anticipate that Contractor will, to the
13 reasonable satisfaction of District, complete all activities provided herein within the
14 time schedule outlined in the attachments to this Agreement, provided that Contractor
15 is not caused unreasonable delay in such performance.

16 **19. DATA OWNERSHIP**

17 Upon termination or expiration of this Agreement, all data which is
18 received, collected, produced, or developed by Contractor under this Agreement shall
19 become the exclusive property of District, provided, however, Contractor shall be
20 allowed to retain a copy of any non-confidential data received, collected, produced, or
21 developed by Contractor under this Agreement subject to District's exclusive
22 ownership rights stated herein. Accordingly, Contractor shall, if requested, surrender
23 to District all such data which is in its possession (including its subcontractors or
24 agents), without any reservation of right or title, not otherwise enumerated herein.

25 District shall have the right at reasonable times during the term of this
26 Agreement to inspect and reproduce any data received, collected, produced, or
27 developed by Contractor under this Agreement. No reports, professional papers,
28 information, inventions, improvements, discoveries, or data obtained, prepared,

1 assembled, or developed by Contractor, pursuant to this Agreement, shall be
2 released or made available (except to District) without prior, express written approval
3 of District while this Agreement is in force.

4 **20. NO THIRD-PARTY BENEFICIARIES**

5 Notwithstanding anything else stated to the contrary herein, it is
6 understood that Contractor's services and activities under this Agreement are being
7 rendered only for the benefit of District, and no other person, firm, corporation, or
8 entity shall be deemed an intended third-party beneficiary of this Agreement.

9 **21. SEVERABILITY**

10 In the event that any one or more of the provisions contained in this
11 Agreement shall for any reason be held to be unenforceable in any respect by a court
12 of competent jurisdiction, such holding shall not affect any other provisions of this
13 Agreement, and the Agreement shall then be construed as if such unenforceable
14 provisions are not a part hereof.

15 **22. SPECIAL CONDITIONS**

16 No promotional costs are eligible. A monitoring program will be
17 prepared by SJVAPCD and ARB staff that must be implemented by the applicant.
18 Administrative costs may not exceed 5%. The website expansion must be
19 implemented and completed within one year of contract execution. No contract
20 extensions will be granted.

21 **23. ENTIRE AGREEMENT**

22 This Agreement constitutes the entire agreement between Contractor
23 and District with respect to the subject matter hereof and supersedes all previous
24 negotiations, proposals, commitments, writings, advertisements, publications, and
25 understandings of any nature whatsoever unless expressly included in this
26 Agreement.

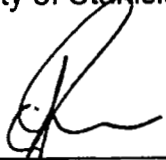
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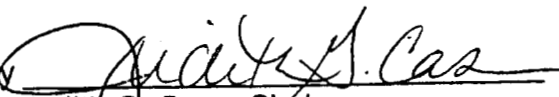
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be
2 executed as of the day and year first hereinabove written.

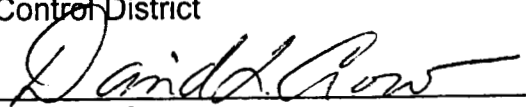
3
4 **CONTRACTOR**
County of Stanislaus

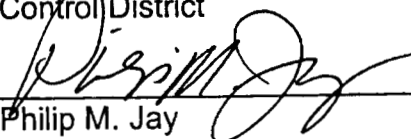
DISTRICT
San Joaquin Valley Unified Air Pollution
Control District

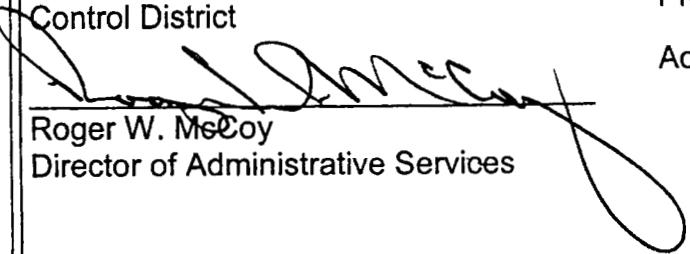
5
6 By 
7 _____
8 **C. J. EMERSON**
9 _____
Type or Print Name

By 
Judith G. Case, Chair
Governing Board

10 Tax I.D. No. _____

11 **Recommended for approval:**
12 San Joaquin Valley Unified Air Pollution
Control District
13 
14 David L. Crow
15 Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution
Control District

Philip M. Jay
District Counsel

16 **Approved as to accounting form:**
17 San Joaquin Valley Unified Air Pollution
Control District
18 
19 Roger W. McCoy
20 Director of Administrative Services

For accounting use only:
Program: _____
Accounting No.: _____

21
22 \\CENTRAL1\SYS\SHARED\PLN\DMV Surcharge Fee
23 Programs\REMOVE Program\Phase VII Folder\Phase
VII Contracts\00-028contract.doc



EXHIBIT SUMMARY SHEET (Cover)

APPLICANT: STANISLAUS COUNTY, DEPARTMENT OF ENVIRONMENTAL RESOURCES

CONTACT PERSON: DENTON HOEH

ADDRESS: 3800 CORNUCOPIA WAY, SUITE C, MODESTO, CA. 95358

TELEPHONE #: (209) 525-6700

FAX #: (209) 525-6774

E-MAIL: dhoeh@envres.org

PROJECT BUDGET: REMOVE Funds		\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$ 161,000	\$ 200,000	\$	\$ 361,000
Personnel	\$	\$	\$	\$
Other	\$	\$	\$	\$
TOTAL	\$ 161,000	\$ 200,000	\$	\$ 361,000

ALTERNATE PROJECT BUDGET: REMOVE Funds		\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

ESTIMATED EMISSION REDUCTIONS/COST-EFFECTIVENESS	As Proposed	Alternate Funding Level
Useful Life of Project (years):	5	
Total Lifetime Emissions Reduced (lbs. of ROG, NOx, PM-10):	53,975	
Cost-Effectiveness (REMOVE Funds divided by emissions = \$/lb):	\$3.00/lb.	

BRIEF PROJECT DESCRIPTION:

Increasing the amount of information available and access to services through the Internet. This would be done specifically, by expanding the content of Stanislaus County's home page to include access to additional court data and documents.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: STANISLAUS COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES

Please complete and attach this checklist with your application.

Exhibit Summary Sheet (Cover) - page 1

Request for Proposal Contents Checklist (Second Page) - page 2

Authorization Letter/Resolution (Third Page) - page 3

Project Description - page 4 & 5

Project Organization/Background - page 6

Emission Benefits/Cost Effectiveness - page 7

Work Statement - page 8

Funding Request/Cost Breakdown - page 9

Schedule of Deliverables/Self-Monitoring Program - page 10

Local TPA Review (when applicable) - page _____

20 Copies of Proposal

SCHEDULE OF DELIVERABLES/SELF MONITORING PROGRAM

It is expected that once the Grant is awarded and accepted, the following implementation scenario would occur simultaneously:

Identify and Procure Scanners, Optical Storage and Image Server, and Workstations	August 17, 2001
Design and Program Image Work Flow	December 1, 2001
Design and Program Changes to Court System (i.e. CARDS)	March 1, 2002
Develop and Conduct Public Training Program	June 1, 2002
Implement Image/Internet System	July 17, 2002
System Testing & Acceptance	August 17, 2002

The MIS Department would have the lead role in implementation and tracking of this project. The Department of Environmental Resources (DER) would work cooperatively with MIS and the participating county departments to monitor the progress of the project. Quarterly summaries on the progress of the implementation will be gathered and disseminated, as necessary to the participating departments in order to share information. All monitoring records would be available at the Department of Environmental Resources upon request.