

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF

RESOLUTION APPROVING) RESOLUTION NO. 05-522
SOFTWARE PURCHASE)
AND LICENSE AGREEMENT)
WITH DFM ASSOCIATES)

WHEREAS, the County of Amador, desires to enter into a master agreement with DFM Associates to purchase voter registration software and hardware for a total of \$78,215.19; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve said purchase of the voter registration software and hardware with terms and conditions contained set forth in the master agreement attached hereto; and

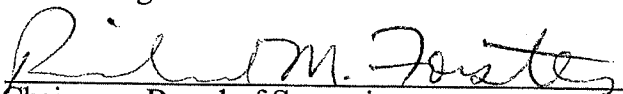
BE IT FURTHER RESOLVED that the Chairman of said Board be and hereby is authorized to sign and execute said contract on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 20th day of December 2005, by the following vote:

AYES: Richard M. Forster, Rich F. Escamilla, Louis D. Boitano, and Richard P. Vinson

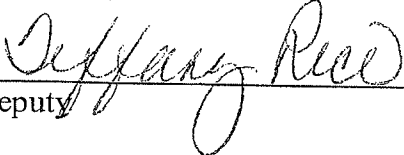
NOES: None

ABSENT: Mario Biagi


Chairman, Board of Supervisors

ATTEST:

MARDELL ANDERSON, Clerk of the
Board of Supervisors, Amador County,
California


Deputy

DFM ASSOCIATES
MASTER AGREEMENT
AMADOR COUNTY

THIS MASTER AGREEMENT ("Agreement") is made and entered into as of December 20, 2005 by and between DFM ASSOCIATES, a California corporation ("DFM"), and THE COUNTY OF AMADOR, a political subdivision of the State of California ("County").

RECITALS

A. DFM is willing to do any or all of the following at the request of the County:

- (1) To purchase and resell Computer Hardware to the County;
- (2) To lease or license DFM Software to the County;
- (3) To lease or sublicense Third Party Software to the County; and/or
- (4) To provide Consulting Services to the County.

B. The purpose of this Agreement is to generally describe the various products and services DFM is willing to provide to the County if and when the County chooses to utilize them, and to establish the basic contractual terms and conditions under which those products and/or services will be provided, subject to additional terms and provisions set forth in a separate Addendum which will specify the product or service and the particular terms and provisions applicable thereto. The separate Addendum will become a part of this Agreement, if and when it has been signed on behalf of both the County and DFM. Neither DFM nor the County is obligated to the other regarding any of the products or services generally described herein unless and until, and then only to the extent that, the specific product or service is identified on a separate Addendum attached hereto and signed on behalf of both parties.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions, which incorporate by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict specific definitions set forth herein:

Addendum/Addenda refers to any addendum signed by the parties hereto at any time or from time to time referring to this Agreement which specifically identifies the product or service to be provided by DFM to the County and the price, payment terms and other applicable information related thereto.

Computer Hardware refers to any computer, whether a main frame, mini-computer, personal computer or file server, and related computer peripheral equipment and accessories.

Computer Hardware Vendor refers to the corporation or other entity which manufactures or supplies the Computer Hardware.

Consulting Services refers to any or all of the services which DFM is capable of and willing to provide to the County, including consultation with the County regarding its data processing and information systems.

DFM Software refers to and includes any or all software systems developed by DFM, which DFM is willing to provide to the County.

File Maintenance refers to the ability to update a database.

Initial Installation Fee refers to the fee to be paid by the County to DFM for the initial installation of any Specified DFM Software and/or any Specified Computer Hardware.

Lease Term refers to the term of the lease between the County and DFM regarding the County's right to use any DFM Software and/or to utilize any Consulting Services. The initial Lease Term will be set forth on the Addendum and will be extended automatically pursuant to the terms of this Agreement.

Manuals refers to any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of any particular DFM Software, including but not limited to, all procedures and workings thereof, and the Manuals may be on any format, including hard copy, on disk or on CD-ROM or any other media.

Monthly Fee refers to the monthly charge by DFM to the County for the right of the County to use any Specified DFM Software or to utilize any Specified Consulting Service.

Programs refers to all programs, sets of instructions and statements to be used directly or indirectly on the Computer Hardware to facilitate, directly or indirectly, the use(s), maintenance or enhancement of any particular DFM Software.

Software Enhancement refers to the addition of a new DFM Software Subsystem or the revision of any existing Subsystem for any particular DFM Software.

Software Maintenance refers to the maintenance of the Programs and the resolution of any problems with respect to any Programs concerning internal coding and operation thereof. The term Software Maintenance is meant to include those modifications, additions and revisions of any particular DFM Software mandated by new legislative enactments.

Software Release refers to the most recent revision of any particular DFM Software.

Specified Consulting Service refers to any particular Consulting Service identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified DFM Software refers to any particular DFM Software identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified Operating System Software refers to the operating system software provided by a third party vendor for the Computer Hardware used by the County on which the Specified DFM Software will operate.

Subsystem refers to any portion of any particular DFM Software which is related to a specific functional area within the department of the County which is using the Specified DFM Software pursuant to this Agreement.

Third Party Software refers to any software, the rights of which are owned or held by an corporation or entity other than DFM.

Third Party Software Vendor refers to any corporation or other entity which has authorized DFM as a reseller or grants DFM the right to use and/or sublicense its software or which licenses the County directly to use its software.

ARTICLE 2. COMPUTER HARDWARE

All of the following provisions of this Article 2 shall apply to the purchase of any Computer Hardware by the County through DFM unless expressly modified or supplemented by the Computer Hardware Purchase Addendum.

2.1 Computer Hardware Purchase Addendum. DFM agrees to supply to the County the Computer Hardware identified on a Computer Hardware Purchase Addendum attached hereto. The County agrees to pay DFM, to the extent DFM is supplying the Computer Hardware, the purchase price therefore and to perform all other obligations required of it herein, all upon the terms and subject to the conditions set forth on the Computer Hardware Purchase Addendum.

2.2 Sales and Use Taxes. The County shall be responsible for paying, and shall pay, all sales and use taxes applicable to any items included as part of the Computer Hardware which is sold or resold to it by DFM. If the County advises DFM that no sales or use taxes are due or collectible, then the County shall indemnify, defend, protect and hold DFM harmless from and with respect to any claim related to the collection, payment or reporting of such sales or use taxes, including all penalties and interest thereon or as a result of the non-payment thereof or the failure to file any return required to be filed, and any attorneys' fees incurred by DFM in enforcing its indemnity rights hereunder or in defending any claim to collect or pay such sales or use taxes.

2.3 Delivery and Insurance. The County shall be responsible for paying, and shall pay, all insurance and delivery charges relative to the delivery of the Computer Hardware to its final location at the installation address. DFM agrees to set forth on the Computer Hardware Addendum the estimated cost of, or "not to exceed amounts" regarding, insurance and delivery charges payable by the County.

2.4 Security Interest. The County grants DFM a security interest in all items of the Computer Hardware identified on the Computer Hardware Purchase Addendum as collateral for the obligation of the County to pay DFM for the full purchase price therefore. The County agrees to sign, when and where appropriate, any financing statements (i.e., UCC-

1 forms) and other documents as may be required to perfect the security interest of DFM in such collateral. DFM agrees to release its security interest in the collateral as soon as the purchase price therefore has been paid in full.

2.5 Risk of Loss. From and after the date upon which each item of hardware is delivered with inside delivery, to the installation address, the County shall assume all risk of loss and risk of damage with respect thereto.

2.6 Transfer of Warranties. DFM agrees to provide on the DFM Computer Hardware Addendum a statement regarding the duration of the warranty from the Third Party Computer Vendor with respect to each item of Computer Hardware for which there is a warranty of at least one (1) year or more. DFM agrees to transfer and assign to the County all warranties it receives or is entitled to from any Computer Hardware Vendor whose Computer Hardware has been resold by DFM to the County.

2.7 Site Preparation, Etc. The County shall be solely responsible for, and shall pay all costs associated with, preparation of the site where the Computer Hardware is to be delivered, including all alterations and installations required in order to comply with all installation, operating and site specifications of the Computer Hardware Vendor. DFM agrees to deliver to the County copies of the Computer Hardware Vendor's site specifications for any Computer Hardware ordered by the County pursuant to this Agreement. All site preparation shall be completed on or before the scheduled delivery date of the Computer Hardware.

2.8 Cancellations and/or Delays. If the County cancels or terminates its obligation to purchase any Computer Hardware for any reason, or if the County is unable to take delivery of any Computer Hardware on a timely basis, then, and in such event, the County shall be liable for and agrees to pay on behalf of DFM any cancellation charges, late charges, restocking charges, liquidated damages or any other costs or expenses which DFM incurs to the Computer Hardware Vendor as a result thereof. Nothing contained in this Section is intended to imply that the County has any right to cancel this Agreement except as otherwise expressly provided in this Agreement.

2.9 Installation of Computer Hardware. Unless otherwise stated on the computer Hardware Purchase Addendum or on any Consulting Services Addendum, the County shall be solely responsible for, and shall pay all costs associated with, the installation of the Computer Hardware and the installation of any Third Party Software and the integration and connection of the Computer Hardware with any other computer equipment and/or software owned, leased, licensed, sublicensed, used or operated by the County.

**ARTICLE 3.
RIGHT TO USE DFM SOFTWARE**

All of the following provisions of this Article 3 shall apply to the lease of any Specified DFM Software by the County from DFM unless expressly modified or supplemented by the DFM Software Addendum.

3.1 DFM Software Addendum. DFM agrees to lease to the County, on a non-exclusive basis, the DFM Software identified on a DFM Software Addendum. The Specified DFM Software and all prices and payment terms with respect thereto shall be set forth on the DFM Software Addendum except to the extent any such provisions are covered by Article 3 or elsewhere in this Agreement. The County shall have no right to use any DFM Software unless and until the DFM Software Addendum has been signed on behalf of the County and DFM, and then, in such event, the County's rights are limited to the use and/or lease of the Specified DFM Software on the terms set forth herein and therein. The County's rights to use any Specified DFM Software are governed and restricted by the terms of this Agreement.

3.2 Installation of the Specified DFM Software. On or before the installation date set forth on the DFM Software Addendum, or as soon thereafter as is reasonably practicable, DFM shall install the DFM Software. The DFM Software shall be deemed to have been installed when the County is able to log into the EIMS and perform maintenance and look-up functions on its core databases.

3.3 Initial Installation Fee. The initial installation fee for any Specified DFM Software will be set forth on the DFM Software Addendum. The County agrees to pay the initial installation fee to DFM upon installation of the Specified DFM Software.

3.4 Monthly Fee. The initial Monthly Fee for the right to use any Specified DFM Software will be set forth on the DFM Software Addendum applicable thereto. As consideration for the non-exclusive right to use the Specified DFM Software, the County agrees to pay DFM the Monthly Fee within thirty (30) days after receipt of a correct invoice. Unless otherwise provided on the DFM Software Addendum, the Monthly Fee for the first full month of any Lease Term shall be paid at the time any Specified DFM Software has been installed. If any rental payment date falls on a day of the month other than the first day of such month, or if any rental payment is for a period which is shorter than one month, the rental for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to one-thirtieth (1/30) of the then current Monthly Fee. DFM reserves the right to increase the Monthly Fee, by an amount not to exceed seven percent (7%) per

annum, as of July 1st of each year of the Lease Term upon ninety (90) days prior written notice to the County.

3.5 Right to Use the Specified DFM Software. DFM grants to the County the nonexclusive right to lease and use the Specified DFM Software on the terms and subject to the conditions set forth in this Agreement. The County's right to use and lease any Specified DFM Software specifically excludes the right to sublicense, assign, sublease or otherwise transfer the Specified DFM Software and/or any of the County's rights hereunder or therein.

3.6 DFM Software Releases. DFM shall provide the County with all Software Releases for the Specified DFM Software within one hundred twenty (120) days after the new Software Release becomes generally available to other DFM customers. The cost of the Software Releases is included in the Monthly Fee. Installation of the DFM Software Releases will be coordinated by DFM and a designated representative of the County.

3.7 Authorized Maintenance. All Software Maintenance, Software Enhancements and Software Releases shall be provided and installed by employees or authorized agents of DFM.

3.8 Post Installation Services. DFM agrees to provide the County with post-installation services as follows:

(a) DFM agrees to provide maintenance of the Specified DFM Software to correct program errors and to use good faith reasonable efforts to correct compatibility problems among such Computer Hardware, Specified DFM Third Party Software and the Specified DFM Software, the cost of which is included in the Monthly Fee for such Specified DFM Software; and

(b) DFM agrees to provide Software Releases covering applicable legislative changes and enactment of new laws applicable to such Specified DFM Software, the cost of which is included in the Monthly Fee.

3.9 Training. DFM agrees to provide the County with the following training services with respect to any Specified DFM Software:

(a) DFM will establish, with the help of a designated representative of the County, which users will participate in training and on which subsystems.

(b) DFM will develop a training schedule with sufficient training to allow the department or agency of the County which will have primary responsibility for using the Specified DFM Software to operate it.

(c) DFM will conduct the actual training sessions, including “hands on” and formal classroom training, with the initial training to be on-site at the County’s facilities.

User training costs for any Specified DFM Software are included in the Initial Installation Fee and the Monthly Fee. There are no additional costs for training. As subsystems of any Specified DFM Software are enhanced or changed to conform to new requirement, users will be provided training with respect thereto on an on-going basis. Training with respect to enhanced or changed subsystems can be on-site or regional, depending on the material and individual needs of the users.

3.10 Limitation on DFM's Obligations. Notwithstanding any other provision of this Agreement to the contrary, DFM has no duty or obligation to perform any Software Maintenance or to provide the County with any Software Enhancements or Releases, or to provide any training to the County with respect to any Specified DFM Software if the County fails or refuses to utilize the most current revision of the Specified Operating System Software required by DFM; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County’s user group regarding the scheduling of such changes.

ARTICLE 4. CONSULTING SERVICES

DFM agrees to provide the County with any Specified Consulting Services which are identified on the Consulting Services Addendum, including, without limitation, enhancement and modification programming for the County to meet any unique requirements of the County, subject to availability of DFM technical personnel and agreement regarding a mutually acceptable hourly rate for DFM’s technical personnel. All terms and pricing for the Specified Consulting Services, including the nature of the Specified Consulting Service, hourly rate(s) charged by DFM therefore, the payment terms and any other applicable terms and conditions related thereto, will be set forth on the Consulting Services Addendum.

ARTICLE 5. OBLIGATIONS AND RESPONSIBILITIES OF THE COUNTY

5.1 Access to Facilities. The County shall provide DFM and its employees and authorized agents access to the County's facilities, including the Computer Hardware, and shall provide them with adequate facilities (including a desk, work area and computer), to enable DFM to perform its obligations under this Agreement in an effective, efficient and professional manner. Access shall be provided during the County's usual business hours upon reasonable prior notice except in the case of an emergency when access shall be provided as soon as is reasonably practicable.

5.2 Commercial Access. The County shall limit the commercial access to or use of any Specified DFM Software without the prior written approval of DFM, which approval may be conditioned by DFM upon receipt of an acceptable sublicense agreement between the County and the proposed commercial user and the payment to DFM by the County of a reasonable additional license and/or use fee with respect thereto. The County's obligation to limit commercial access or use is expressly restricted to those situations in which the County has actual knowledge of such commercial access or use and the County is not expressly precluded or prohibited by law from enforcing the provisions of this Section 5.2. For purposes hereof, the term "commercial access" means any access to or use of any Specified DFM Software other than (i) by the County for its own internal use in order to fulfill its duties, or (ii) by any person for its non-commercial private use; and "non-commercial private use" means any use or access by such person who is physically present at any County premises for which no consideration is paid, charged or received by the County. It is contemplated that a business which sells or uses the County's Data (as that term is defined in Section 5.4 below) in a commercial enterprise, such as a title company, can be included in the exception described in clause (ii) above to the extent it is physically present at the County's facilities when it is accessing or using the Specified DFM Software to examine the County's Data and/or to update its own data base. The term "physically present" is meant in its literal sense and it is not intended to cover or include off-site access of any kind, including without limitation, off-site access using modems and other communications equipment.

5.3 Specified Operating System Software. The County shall be solely responsible for, and shall pay all costs and expenses associated with, the purchase or license of, and the installation and maintenance of, the appropriate version of the Specified Operating System Software required by DFM at any time or from time to time. The County acknowledges and understands that upgrading of Computer Hardware and of the Specified Operating System Software and any other applications software used in conjunction with the DFM Software will be required from time to time; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the

County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

5.4 Responsibility for the County's Data. At all times during the term of this Agreement, the County shall retain all ownership rights in the County's Data (as that term is defined below). In addition, notwithstanding any use by the County of any DFM Software in connection therewith, the County shall be solely responsible and accountable for the accuracy and completeness of, all data and information stored by it in any database in any format (hereafter referred to as the "County's Data"), and for any use, publication or other dissemination of the County's Data. If the County uses, publishes or otherwise disseminates, or otherwise allows any access to, any portion of the County's Data, whether before or after it has been manipulated by the DFM Software, and whether or not it is a commercial or non-commercial use, by doing so the County is representing to DFM that it has accepted, ratified and approved the accuracy and completeness of the County's Data and accepts full responsibility for it. The County hereby agrees to indemnify, defend, protect and hold DFM harmless from and against any claims, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, which DFM may incur or suffer arising out of the accuracy or inaccuracy of (which includes omissions to) the County's Data, including, without limitation, claims of any third party who accesses the County's Data using the DFM Software.

ARTICLE 6. PROPRIETARY ASPECTS OF THE DFM SOFTWARE; CONFIDENTIALITY COVENANTS

6.1 Protection of Confidentiality of DFM Software. DFM has taken reasonable security measures to protect the secrecy and confidentiality of the DFM Software. All employees of DFM and other persons who have designed, developed or programmed all or any portion of the DFM Software, or any software included therein, or who otherwise have knowledge of or access thereto, have been adequately notified that the DFM Software is proprietary to DFM and is not to be divulged, used or exploited except as expressly authorized by DFM in writing.

6.2 Confidentiality Covenants of the County. The County acknowledges and agrees that the DFM Software, and all constituent parts thereof, is valuable only as long as it remains secret and confidential. Accordingly, the County agrees to take all steps reasonably necessary to protect and maintain the confidentiality of all DFM Software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In furtherance hereof, the County agrees as follows:

(a) The County shall use its good faith reasonable efforts to restrict access to any Computer Hardware running or capable of accessing the DFM Software, and to the DFM Software itself, to prevent unauthorized personnel from acquiring significant or confidential information concerning the DFM Software.

(b) To the extent reasonably practicable, the County shall require all persons who will have access to any DFM Software, to sign on an annual basis a confidentiality agreement, in a form provided by DFM which is acceptable to the County.

(c) The County shall not duplicate or reproduce (except to the extent reasonably required to back-up the Specified DFM Software in the ordinary course of business), in any manner, any DFM Software, or any component or constituent parts thereof, and agrees not to disseminate, display or use any DFM Software, or any component or constituent parts thereof, of any information or material concerning any DFM Software, except as is reasonably necessary for the County to perform its functions using any Specified DFM Software and to comply with the terms of this Agreement.

(d) The County shall notify DFM immediately of any and all unauthorized disclosures, or any suspected unauthorized disclosures of any DFM Software.

6.3 **Binding Effect.** Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the County are not parties to this Agreement, the terms and provisions of this Article 6 shall be binding upon the County and all of its officers, employees, agents, contractors, subcontractors and licensees.

6.4 **Discovery of Specified DFM Software by Legal Process.** If at any time, a party to any litigation involving the processes, function or departments of the County which uses any Specified DFM Software, seeks by way of litigation or legal process to discover information in any way related to any Specified DFM Software, or requires the production of any Specified DFM Software, or any component or constituent part thereof, the County shall promptly notify DFM of such matter as soon as the complaint, subpoena or discovery request has been served on the County or its lawyers, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order, subpoena or moving papers for the disclosure of information relating to, or the delivery of all or any portion of any Specified DFM Software, the County shall cooperate with DFM so as to maintain, to the maximum extent reasonably practicable and permitted by law, the confidentiality and secrecy of all Specified DFM Software and to request, if requested by DFM, a protective order of the court or legal forum to avoid further disclosure or divulgence of any matters relating to any Specified DFM Software and to assure the continued protection

of the confidentiality thereof. However, such action is to occur only in the event that DFM is unable to make timely intervention into said legal action or proceeding. DFM shall reimburse the County for all reasonable legal fees and expenses which it incurs resulting from actions it has taken pursuant to this Section.

ARTICLE 7. WARRANTIES AND LIMITATIONS

7.1 Limited Warranty Specified DFM Software. DFM warrants, for the sole benefit of the County and no other person or entity, that the Specified DFM Software shall be capable of performing the core functions set forth on the DFM Software Addendum related thereto, subject to the limitations set forth in Section 7.2 below and on the Specified DFM Software Addendum. This is DFM's sole express warranty with respect to any Specified DFM Software. Any claim by the County against DFM for breach of its express warranty must be in writing and must be promptly delivered by the County to DFM. In the event of any breach of DFM's express warranty, the County's sole and exclusive remedy against DFM, and DFM's sole and exclusive liability to the County, shall be that DFM, at its sole cost and expense, shall exercise good faith (for all purposes of this Agreement, the term "good faith" shall have the same meaning as that term is defined and used in California Commercial Code Section 2103(1)(b)) reasonable efforts to provide adequate programming services to correct such inherent defect, as DFM and the County deem necessary or appropriate. Warranty service performed in accordance with this Section shall be performed during normal weekday business hours, excluding DFM holidays. With respect to any reported errors that result or will result in significant interruption of the County's productivity or down time ("Business Impacting Failures"), DFM shall use its best efforts to begin error correction procedures within twenty-four (24) hours after receipt of such report. With respect to any reported errors that do not constitute Business Impacting Failures, DFM shall use its good faith reasonable efforts to begin error correction procedures no later than seventy-two (72) hours after receipt of such report. DFM's sole and exclusive obligation under the foregoing warranty shall be to exercise its good faith reasonable efforts to implement appropriate error corrections in response to notices from the County of such errors.

7.2 Warranty Limitations Specified DFM Software. Notwithstanding the warranty provisions set forth in Section 7.1 above, all of DFM's obligations with respect to such warranties shall be contingent upon the County's use of the Specified DFM Software in accordance with this Agreement and in accordance with instructions provided by DFM from time to time, including those set forth in the Manuals, as the same may be amended, supplemented or modified from time to time. DFM shall have no warranty obligation:

(a) With respect to any portion of the Specified DFM Software which has been:

(i) Operated by the County or its employees, agents, contractors, subcontractors or licensees in a manner inconsistent with the requirements set forth in the Manuals or elsewhere, or that has been modified by any party other than DFM;

(ii) Damaged in any manner by any cause other than any act or omission of DFM;

(iii) Operated or maintained in environmental conditions outside the parameters designated by DFM in the Manuals or elsewhere;

(iv) Subjected to extreme power surges or electromagnetic field(s);

(v) Reinstalled without the prior written consent of DFM; or

(vi) Determined by DFM to have an error or defect, which fact is conveyed to the County together with supplemental instructions on how to avoid or circumvent the error or defect, and the County fails or refuses to follow the supplemental instructions.

(b) As a result of or in any way connected with any error or defect in the Specified Operating System Software and/or any application software provided by any Third Party Software Vendor; provided, however, in such event, DFM will use its good faith reasonable efforts to resolve the problem to the extent that a resolution is reasonably available by reprogramming the DFM Software;

(c) As a result of or in any way connected with the County's failure or refusal to use the Specified Operating System Software or to upgrade its Computer Hardware as requested by DFM; or

(d) As a result of or in any connected with any of the County's Data.

7.3 Disclaimer of Warranties Specified DFM Software. DFM DOES NOT REPRESENT OR WARRANT THAT THE SPECIFIED DFM SOFTWARE WILL BE FREE FROM ERRORS OR THAT ALL ERRORS IN ANY SPECIFIED DFM SOFTWARE WILL BE CORRECTED. THE WARRANTY STATED IN SECTION 7.1 IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DFM. THERE ARE NO OTHER WARRANTIES RESPECTING THE SPECIFIED DFM SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE. NO AGENT OF DFM IS

AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7.

7.4 Limitation on Liability and Remedy Specified DFM Software. THE COUNTY ACKNOWLEDGES THE COMPLEXITY AND INTERRELATIONSHIPS OF EACH OF THE COMPONENT AND CONSTITUENT PARTS COMPRISING ANY SPECIFIED DFM SOFTWARE. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE MONTHLY FEE WHICH DFM IS CHARGING FOR ANY SPECIFIED DFM SOFTWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF ANY SPECIFIED DFM SOFTWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING, LEASING OR USE OF ANY SPECIFIED DFM SOFTWARE; PROVIDED HOWEVER THAT DFM SHALL BE RESPONSIBLE FOR SUCH INCIDENTAL (BUT NOT CONSEQUENTIAL) COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS AS SET FORTH IN ARTICLE 8 BELOW.

7.5 Warranty and Limitations Computer Hardware. ALL ITEMS OF TANGIBLE PERSONAL PROPERTY, INCLUDING ANY COMPUTER HARDWARE WHICH ARE RESOLD BY DFM TO THE COUNTY, ARE SOLD "AS IS" AND "WITH ALL FAULTS"; PROVIDED, HOWEVER, DFM HEREBY ASSIGNS TO THE COUNTY ALL OF ITS RIGHTS UNDER ANY WARRANTIES IT RECEIVES FROM THE COMPUTER HARDWARE VENDOR. DFM MAKES NO REPRESENTATION OR WARRANTY AS TO THE TYPE, NATURE OR KIND OF WARRANTY, IF ANY, FROM THE COMPUTER HARDWARE VENDOR. EXCEPT AS SET FORTH IN THIS SECTION 7.5, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR OBLIGATIONS OF DFM WITH RESPECT TO THE COMPUTER HARDWARE AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT ANY MARK-UP OR COMMISSION WHICH DFM RECEIVES IN CONNECTION WITH THE SALE OF THE COMPUTER HARDWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF THE COMPUTER HARDWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PURCHASE OR USE OF ANY COMPUTER HARDWARE.

ARTICLE 8.
HOLD HARMLESS _ COPYRIGHTS, PATENTS AND LICENSES

8.1 Indemnification by DFM. DFM, at its own expense, shall indemnify, defend, protect and hold the County harmless against any claim which may be brought against the County or its officers, agents or employees, to the extent that it is based on a claim that the County's use of the Specified DFM Software pursuant to this Agreement, or any of its components or constituent parts leased or licensed hereunder, infringes any patent, copyright, license or trade secret of any third party, and in such event, DFM shall pay all of those costs and damages, including expenses and reasonable attorneys' fees, finally awarded against the County or any of its officers, agents or employees attributable to such claim. Control of the defense, including all negotiations and discussions regarding compromise and settlement, shall be vested in DFM, but shall be with the advice and consent of the County. The obligations of DFM set forth in this Section are conditional upon compliance by the County with all of the provisions set forth in Sections 8.2 through 8.4 below.

8.2 Notice of Claims. The County covenants and agrees to provide DFM with written notice of any actual, threatened or potential infringement claim within thirty (30) days of notice thereof by or to the County.

8.3 Remedial Action. If, in the opinion of DFM, the Specified DFM Software or any of its components leased to the County is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets of any third party, then, without diminishing DFM's obligations to satisfy the final award, DFM may, at its option and expense, either (i) obtain the right for the County to continue to use the Specified DFM Software and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and DFM.

ARTICLE 9.
TERM

The initial Lease Term for any Specified DFM Software or any Specified Consulting Service shall be set forth on the Addendum applicable thereto. After the expiration of the initial term, this Agreement shall automatically continue with respect to such Specified DFM Software or such Specified Consulting Service on a year to year basis, unless either party gives the other written notice, at least ninety (90) days prior to the expiration of the term, of its decision not to renew the term hereof with respect to such Specified DFM Software or such Specified Consulting Service, in which case the term as it relates to such Specified

Consulting Service and/or such Specified DFM Software shall terminate on the June 30th at the expiration of its term. Continuance of the term of this agreement may include a negotiated increase in the Monthly Fee.

ARTICLE 10.

RIGHT TO TERMINATE OR SUSPEND PERFORMANCE; BREACHES

10.1 **Non-Appropriation of Funds.** The continuation of this Agreement, as it relates to any Specified Consulting Service or to any Specified DFM Software after June 30th of the County's fiscal year, is subject to appropriation by the County's Board of Supervisors for the necessary funding hereof. In the event of non-appropriation of funds for the Monthly Fee, or any other consideration payable to DFM hereunder, this Agreement will automatically and immediately terminate on June 30th of the then-current County fiscal year end as to any Specified Consulting Service and the Specified DFM Software for which no appropriation was approved. However, in no event shall this Agreement be terminated, as provided in this Section, for the purpose of replacing any Specified Consulting Service and/or any Specified DFM Software. Any attempt by the County to replace any Specified Consulting Service and/or any Specified DFM Software prior to the expiration of the term set forth in the Addendum applicable thereto, shall be deemed to be a material breach by the County of this Agreement and the damages to which DFM will be entitled as a result thereof shall assume, for these purposes, that the County had fully appropriated all funds for the particular Consulting Service and/or the Specified DFM Software for the full term set forth in the Addenda related thereto. Any permissible termination of this Agreement pursuant to this Section shall not relieve the County of its obligations set forth in Article 6 above.

10.2 **County Breaches.** For purposes of this Agreement, the term "County Breach" or "County Breaches" means any one or more of the following events, acts or occurrences:

(a) Any breach by the County, or any of its officers, employees, agents, contractors, subcontractors or licensees, of any of the provisions of Article 6; provided, however, instead of terminating the Agreement, DFM, in its sole and absolute discretion, may give notice to the County of the breach, demanding adequate assurances from the County that it will protect the proprietary interest of DFM and remedy all prior breaches. In the event that the County fails to provide such adequate assurances and to remedy such breaches within seventy-two (72) hours of receipt of the notice (Suspense Period"), the Agreement will automatically terminate as if no demand for adequate assurances had been made. For purposes of this Section, the parties agree that the Suspense Period is reasonable

based on the proprietary interest to be protected by DFM and the interest of the County to continue the right to use any Specified DFM Software.

(b) Any modification of any DFM Software which is accomplished or undertaken by the County, its employees, or its authorized agents subject to this Agreement other than DFM or its employees or authorized agents, shall give DFM the right to terminate the Agreement, or any portion thereof related to the Specified DFM Software which was subject to the unauthorized modification.

(c) Any breach by the County of any of its monetary obligations to DFM, in which event DFM shall have the right, at any time after thirty (30) days prior written notice, to suspend its performance under this Agreement and, if the County Breach continues for an additional thirty (30) days, then DFM may, at its option, terminate the Agreement, or any portion thereof related to the Specified Consulting Service or Specified DFM Software which was involved in such breach.

(d) Any material breach by the County of any of its other obligations under this Agreement (other than those obligations described in subparagraphs (a) through (c) above), which continues for a period of thirty (30) days after written notice thereof from DFM specifying the nature of the breach and the curative action, if any, which must be taken, in which event the provisions of Section 10.4 shall become applicable at the expiration of the thirty (30) day period if the breach has not been fully cured at that time.

Subject to the provisions of Section 10.4 below, the remedies in favor of DFM set forth in this Section 10.2 are not exclusive and DFM shall have the right to pursue any other remedy to which it may be entitled.

10.3 Debilitating Event. Any of the following events, which occurs with respect to DFM, shall be deemed to be a "Debilitating Event" and shall cause this Agreement to be modified immediately upon notice to the County of such Debilitating Event and shall the Agreement to terminate automatically two hundred forty (240) days thereafter:

(a) Any assignment by DFM for the benefit of its creditors; or the entry of a court order appointing a receiver or trustee for all or substantially all of DFM's assets or properties, which order shall not be vacated, set aside or stayed within sixty (60) days from the day of entry of said court order; or the filing by DFM of a petition in bankruptcy or the commencement of any similar proceeding under any law for the relief of debtors by or against DFM; or

(b) Any permanent cessation by DFM of its business, which is not succeeded to by a successor in interest; or

(c) Any voluntary termination or dissolution of DFM pursuant to which the rights of DFM under this Agreement have not been transferred to a successor in interest.

10.4 Transition Period. For purposes of this Agreement, the term “Transition Period” shall mean the sixty (60) day period immediately following the occurrence of a County Breach other than a County Breach related to the payment of money to DFM, or two hundred forty (240) days following the occurrence of a Debilitating Event, whichever is applicable. This Agreement shall continue, and all obligations of the parties hereunder shall remain, in full force and effect during the Transition Period subject only to legal impairments on the ability of DFM to perform if the Transition Period arises as a result of a Debilitating Event. Provided, however, in no event shall the Transition Period extend beyond the expiration of the term of this Agreement. The obligations of the County set forth in this Agreement shall continue, to the extent applicable, notwithstanding the termination of this Agreement.

10.5 Obligations of the County At Expiration of Transition Period.

(a) Immediately upon the termination of this Agreement, the County shall return to DFM any and all tangible manifestations of any DFM Software previously delivered by DFM to the County, and any copies, duplicates or reproductions thereof, whether authorized or not.

(b) In the event of the occurrence of a Debilitating Event, the County shall be permitted to continue to use any Specified DFM Software during the Transition Period; provided, however, DFM will not provide any Software Maintenance, Software Enhancements or Software Releases during such period of time; and, provided, further, the obligation of the County to pay the Monthly Fee shall be reduced to an amount equal to eighty percent (80%) of the applicable Monthly Fee which would otherwise be applicable during such period.

10.6 Option to Purchase the Specified DFM Software. In the event of the termination of this Agreement as related to any Specified DFM Software, where such termination is as the result of a Debilitating Event, but only in such event, the County shall have the right and option to purchase the copy of the Specified DFM Software (including a copy of the source code) which it has installed on its Computer Hardware (“Software Purchase Option”) on the terms and subject to the conditions set forth in this Section:

(a) In order to exercise its option pursuant to this Section, the County must deliver to DFM written notice ("Option Notice") of its intent to exercise the Software Purchase Option, specifying the Specified DFM Software which it desires to purchase, and it must deliver the Option Notice to DFM prior to the expiration of the Transition Period.

(b) The Purchase Price (as that term is defined below) is payable in cash in full not later than thirty (30) days after receipt by DFM of the Option Notice.

(c) The Purchase Price shall be equal to sixty (60) times the then applicable Monthly Fee for the Specified DFM Software which is the subject of the Software Purchase Option if the termination is during the first year after the commencement of the initial term of this Agreement as it is related to such Specified DFM Software, forty-eight (48) times the then applicable Monthly Fee if the termination is during the second year of the initial term, and thirty-six (36) times the then applicable Monthly Fee if the termination is at any other time.

(d) The Software Purchase Option is personal to the County and may not be sold or assigned. Strict compliance by the County with all of the provisions of this Section is required. Failure to strictly comply with the time frames shall cause the Software Purchase Option to terminate.

ARTICLE 11. NO JOINT VENTURE

Nothing contained in this Agreement, or in any Addenda, shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth herein, no party by virtue of this Agreement or any Addenda is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

ARTICLE 12. INJUNCTIVE RELIEF

Notwithstanding any provision of this Agreement or of any Addenda to the contrary, either party shall have the right to seek and obtain injunctive relief against the other party from any judicial or administrative authority having jurisdiction, including any municipal or superior court of the State of California or any federal district court.

**ARTICLE 13.
MISCELLANEOUS PROVISIONS**

13.1 Permits and Licenses. DFM and all of its employees and agents shall secure and maintain in force such license and permits as are required of DFM by law in connection the furnishing of equipment, materials or services necessary for DFM's performance under this Agreement.

13.2 Notices. All notices, requests, demands and other communications required or contemplated hereunder shall be in writing, shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed to have been given upon the earlier of (a) the date of personal delivery to the person to receive such notice at the address indicated below or (b) if mailed to the person to receive such notice at the address indicated below, four (4) business days after the date of posting by the United States Post Office as evidenced by the execution of the return receipt. The parties addresses, for all purposes hereof, are as follows:

If to DFM: DFM Associates
 10 Chrysler
 Irvine, California 92618
 Attn: Thomas G. Diebolt, President

If to the County: _____

Notice of change of address shall be given by written notice but shall not be deemed effective until it has been given in the manner detailed in this Section.

13.3 Not used.

13.4 Not used.

13.5 Assignment. The County and DFM shall not be entitled to assign this Agreement or any of its rights or interest in this Agreement, including any rights or interests in any Addenda. This Agreement contemplates a license between DFM and the County without any right to license, sublicense, assign or sublease. Except as provided herein, this

Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13.6 Captions. The captions of the sections and subsections of this Agreement are included for reference purposes only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.

13.7 Gender; Singular and Plural Number. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. Also, the singular shall include the plural number where the context so requires and visa versa.

13.8 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, or any provision hereof, the interpretation of this Agreement shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the party who is the draftsman of this Agreement.

13.9 Partial Invalidity and Severability. If any provision of this Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever; provided, however, if any provision of this Agreement relating to the payment of monies to DFM or any provision of Articles 6, 7, 11 or 13 is found to be inoperative or unenforceable for any reason, then in such event, such provision shall not be severed from or read out of this Agreement. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof except as provided in the preceding sentence.

13.10 Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better

evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

13.11 No Implied Waivers. The failure of either party at any time or from time to time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

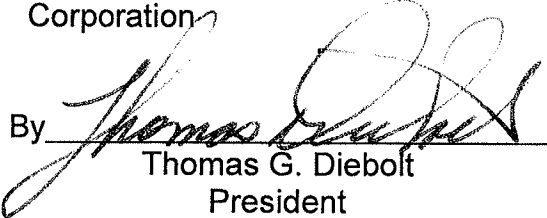
13.12 Applicable Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of California applicable to agreements made and to be performed wholly within the State of California.

13.13 Counterparts. This Agreement and any Addenda may be executed simultaneously in one or more counterparts, each of which together shall constitute one and the same instrument.

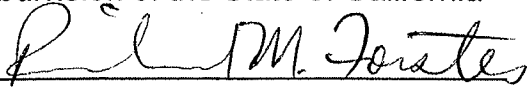
13.14 Entire Agreement; Amendment. This Agreement and all Addenda incorporated herein, and all other agreements, documents or writings required to be delivered in connection herewith, contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. No addition, modification or amendment of or to any term or provision of this Agreement, or to this Agreement as a whole, shall be effective unless set forth in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

DFM ASSOCIATES, a California Corporation

By 
Thomas G. Diebolt
President

COUNTY OF AMADOR, a political subdivision of the State of California

By 
Its _____

EIMS™ for Windows SOFTWARE ADDENDUM


**WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF December 20 _____, 2005
("MASTER AGREEMENT")**

EIMS™ is an acronym for Election Information Management System and means the computer software designed by DFM for use in the various processes used to register and manage voters, election officials and polling places as well as the election process itself. EIMS™ includes the EIMS™ Software, the EIMS™ Subsystems, any EIMS™ Enhancement and any EIMS™ Software Releases. EIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the EIMS™ is to gather and maintain data for use in the process of registering voters and the processing of elections. The ability of the EIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of EIMS™: EIMS™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
- 30 Installation: The DFM Software shall be deemed to have been installed when the County is able to perform daily routine maintenance of the Voter File, the Precinct District File and the Street Guide.
- 40 Initial Installation and Data Conversion Fee : \$20,000.
- 41 LeadTools Image License: \$600.
- 50 Initial Monthly Fee: \$1500.00.
- 60 Initial Lease Term: Sixty (60) months from the installation of the EIMS™ and continuing thereafter until the next following June 30th (subject to extension as provided in Article 9 of the Master Agreement).

70 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

DFM ASSOCIATES, a California Corporation

By 
Thomas G. Diebolt
President

COUNTY OF AMADOR, a political subdivision of the State of California


By 
Its _____

EXHIBIT A

EIMS® for Windows includes the following functional Modules:

Precinct/District

Create and maintain precincts, districts and the relationship between those entities.

Street Guide

Create and maintain street segments and their relationship to precincts.

Office/Incumbent

Create and maintain office types, office definitions, and incumbent data.

Voters

Create and maintain voter registration records. Allows for maintaining active, canceled and inactive voter records. Provides duplicate checking, customer tape generation, and other reporting features.

Affidavit Tracking

Maintains records of affidavits provided to third parties and tracks those subsequently returned.

Officers/Polling Places

Maintain records of polling places, election officers and election night workers.
Maintain history.

Election Workspace

Manage Election definitions including contests, candidates and measures. Provides Ballot typing, consolidation, election officer and polling place management for the election. Produce election related mailings and reports. Manage Absentee/Mailed ballot voters.

Petition Checking

Manage petition information, define new petitions, select random sample, provides system directed signature checking.

Resources

Manage county specific information and options.

EXHIBIT B

I. INTRODUCTION

- A. **Purpose:** Amador County is committed to providing the following: a safe work environment for employees, the fostering of the well-being and health of its employees, a work environment which reduces to the extent possible risk to County employees and the general public (with concomitant risk of liability to the County), and the appearance to the public of an alcohol- and drug-free work force. Amador County is also required, when it receives State and/or federal grant funds, to enforce the State and/or federal Drug-Free Workplace Acts (California Government Code 8350 *et seq.*, and 41 U.S.C. Chapter 10, respectively). Those commitments and responsibilities are jeopardized when an employee (1) uses alcohol during working hours, (2) comes to work under the influence of alcohol or a controlled substance, or (3) engages in the use, possession, manufacture, dispensing, distribution, or sale of alcohol or a controlled substance in the workplace. Therefore, the Amador County Board of Supervisors has established the policy set forth herein.

It is the goal of this policy to balance respect for individuals with the need to maintain a safe, productive, and drug-free workplace and to comply with State and federal Drug-Free Workplace legislation as well as legislation governing testing to detect and deter the use of alcohol and controlled substances. Amador County intends to offer a helping hand to those who need it, while sending a clear message that the use or possession, or impairment of job performance by the use of, controlled substances and/or alcohol in the workplace is incompatible with any employment for the County.

- B. **Scope:** This policy refers to alcohol and all substances, legal or illegal, that have the capacity to impair an individual's ability to effectively and safely perform the functions of his/her job. This policy applies to the following:
1. All employees of and volunteers for the County of Amador; and
 2. The following contractors providing services to the County of Amador:
 - a. Any contractor who provides services that require the contractor to perform the work called for by the contract at a County location (property either owned or leased by the County or on which County programs and services are provided), unless excepted under (c) below.
 - b. Any contractor who provides services at other locations unless the department head for the department obtaining the services requests a waiver in writing, and such waiver request is concurred in by the County Administrative Officer.

- c. Examples of services in which a waiver of the policy is appropriate are (i) consulting services that involve production of a report that is sent to the County, where the persons preparing the report do not regularly travel to or work at County locations; (ii) repair or maintenance services of a limited nature (such as repairing a window or plumbing fixture) that are obtained through use of a purchase order not to exceed \$4,500.00.
- d. Examples of services in which a waiver of the policy is not appropriate are (i) contractors that provide drug and alcohol counseling or treatment services (wherever located) to County-referred individuals; (ii) contractors that provide day care for children or in-home care for dependent individuals (wherever located).
- e. This policy generally will not apply to contracts for the purchase of goods only.
- f. In order to obtain a waiver, the department head must request the waiver in writing at the time the contract is forwarded to the Board of Supervisors for signature, and the County Administrative Officer must concur in the recommendation.

C. Definitions:

- 1. Collection site: As used in this policy, the term "collection site" means a place where individuals present themselves for the purpose of providing body fluid, breath or tissue samples to be analyzed for specified controlled substances and/or alcohol.
- 2. Controlled substance: As used in this policy, the term "controlled substance" shall mean a controlled substance in schedules I through V of section 202 of the federal Controlled Substances Act (21 U.S.C. 812) and as further defined in sections 1308.11-1308.15 of Title 21 of the Code of Federal Regulations ("C.F.R."). For safety drivers, a "controlled substance" is a substance defined in 49 C.F.R. section 40.21(a).
- 3. Conviction: As used in this policy, the term "conviction" shall mean a finding of guilt (including a plea of *nolo contendere*) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- 4. Criminal drug statutes: As used in this policy, the phrase "criminal drug statutes" shall mean a Federal or State criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

5. **Employee(s)**: As used in this policy, the term "employee(s)" shall include all individuals employed by the County of Amador, all individuals employed by a special district and working at Amador County workplaces, and all individuals employed by the State of California but, by contract between the County of Amador and State of California, assigned by the State of California to work in offices of the County of Amador.
6. **Federal testing requirements**: As used in this policy, the phrase "federal testing requirements" means the requirements set forth in 49 C.F.R. part 40 and 49 C.F.R. part 382, subpart C.
7. **Illegal drugs**: As used in this policy, the term "illegal drugs" shall include the unlawful use of controlled substances and the unlawful use of prescription medication.
8. **Medical Review Officer**: As used in this policy, the term "Medical Review Officer" shall mean a licensed doctor of medicine or osteopathy with knowledge of drug and alcohol abuse disorders that is employed or used by the County to conduct drug and alcohol testing in accordance with this policy.
9. **Post-accident testing**: As used in this policy, the phrase "post-accident testing" means the testing of a safety driver after an accident in the following circumstances: (i) the accident involves the loss of human life, or (ii) the driver receives a citation for a moving traffic violation arising from the accident and the accident involves either bodily injury to any person necessitating medical treatment away from the scene of the accident, or disabling damage to one or more motor vehicles necessitating transportation from the scene by tow truck or other motor vehicle.
10. **Random selection process**: As used in this policy, the phrase "random selection process" means that the selection of safety drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method according to which each safety driver has an equal chance of being selected for testing each time selections are made.
11. **Reasonable cause**: As used in this policy, the term "reasonable cause" means that the County believes the on-the job behavior and/or actions of an employee are indicative of the use of a controlled substance or alcohol. Such behavior may include, but is not limited to, the following:
 - a. Direct observation of on-the-job alcohol or drug use, including indications of the chronic and withdrawal effects of controlled substances.
 - b. Visible signs on-the-job of possible intoxication or influence of drugs or alcohol.

- c. A pattern of on-the-job abnormal conduct or erratic behavior consistent with the use of drugs and/or alcohol.
- d. Possession of alcohol, suspected illicit or unauthorized drugs, or drug paraphernalia when any one or more of these items are found on the employee or in an area or vehicle controlled, occupied, or used by the employee.
- e. Established history of drug/alcohol abuse on the job.
- f. Arrest or conviction for a drug-related offense or driving under the influence.
- g. Newly discovered evidence that an employee has tampered with a previous drug or alcohol test.
- h. Information provided either by reliable and credible sources or independently corroborated of on-duty use of alcohol or on- or off-duty use of illegal drugs.

Reasonable cause for testing of safety drivers must be based upon specific, contemporaneous, observations concerning the appearance, behavior, speech or body odors of the driver (including, in the case of controlled substances, indications of the chronic and withdrawal effects of controlled substances). Such observations must be made by a supervisor trained in accordance with DOT regulations.

- 12. Safety driver: As used in this policy, the phrase "safety driver" shall include any County employee whose position requires that he or she operate a motor vehicle (i) that requires a commercial driver's license, (ii) that has a gross vehicle weight rating or gross combination weight rating of 26,001 or more pounds, (iii) of any size that is engaged in transporting hazardous materials in amounts requiring placarding, or (iv) that is designed to transport 15 or more passengers, including the driver.
- 13. Supervisor: As used in this policy, the term "supervisor" means any County officer or employee having management or supervisory responsibility over any other officer or employee. Supervisor includes forepersons, supervisors, assistant department heads, and department heads.
- 14. Under the influence of alcohol: As used in this policy, the phrase "under the influence of alcohol" for employees other than safety drivers shall mean a blood alcohol level of 0.08 or higher or exhibiting signs of intoxication. For safety drivers, "under the influence of alcohol" shall mean an alcohol concentration (measured in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test) of 0.04 or higher.
- 15. Under the influence of a controlled substance: As used in this policy, the phrase "under the influence of a controlled substance" shall mean testing positively for any controlled substance using a breath or urine test.

16. **Volunteer:** As used in this policy, the term "volunteer" shall include all individuals who fall within the scope of County of Amador Policy No. 2-245, Use of Non-County Employees (Volunteers and Agency Placements).
17. **Working hours:** For employees, the phrase "working hours" shall mean those hours of the day that an employee is expected to be on duty to perform services for the County and shall include meal periods, rest breaks, and being in any County vehicle. For most full-time employees, working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays. For contractors, the phrase "working hours" shall mean those hours when a contractor is performing activities pursuant to a contract with the County of Amador. For volunteers, the phrase "working hours" shall mean those hours when a volunteer is performing volunteer activities for the County of Amador.
18. **Workplace:** As used in this policy, the term "workplace" shall include all offices, buildings and locations owned, rented leased or controlled by Amador County and occupied (during working hours) by employees of Amador County. The term "workplace" shall also include any work site where an employee is present performing services as part of his/her employment with the County of Amador (including field work). "Workplace" includes any County vehicle including County vehicles that are used by employees to commute from home to a County employee's place of work or to home from a County place of work.

II. PROHIBITED CONDUCT; DISCIPLINE; EMPLOYEE ASSISTANCE

- A. **Prohibited Conduct:** In order to maintain an alcohol- and drug-free workplace, the following behavior is prohibited, whether on the part of employees, contractors or volunteers:
 1. **Controlled substances:** Employees, contractors and volunteers are prohibited from the manufacture, distribution, dispensing, possession, sale, trade, or use of alcohol or a controlled substance in any and all workplaces of the County. "Alcohol" includes alcohol in closed or sealed cans, bottles, or other container.
 2. **Reporting to work under the influence of alcohol or a controlled substance:** Employees, contractors and volunteers are prohibited from possessing or using alcohol during working hours and from reporting to a County workplace during working hours under the influence of alcohol or a controlled substance. In addition, safety drivers are prohibited from reporting for work within four hours after using alcohol.

3. **Unlawful use of prescription medication:** Employees, contractors and volunteers are prohibited from the unlawful use of prescription medication.
 4. **Inability to perform duties:** The lawful use of prescription medication is permitted, unless such medication impairs the functioning of an employee, contractor or volunteer to the extent that he/she cannot safely and effectively perform his/her duties. If the function of an employee or volunteer appears impaired to such an extent that he/she cannot safely and effectively perform his/her duties, the County of Amador reserves the right, to be exercised at the discretion of the employee's or volunteer's Department Head or the Administrative Director, to require that the employee obtain medical clearance prior to performing further work duties.
 5. **Reporting:** A supervisor who has reasonable cause to suspect that any employee is violating or has violated any provision of this Policy shall report that suspected violation immediately to his or her immediate superior and simultaneously to the County Administrative Director. A supervisor's failure to report immediately the suspected violation is prohibited conduct of the supervisor and may lead to disciplinary action against the supervisor. The purpose of this section is to allow the County to conduct testing and inspection immediately. Supervisors reporting safety drivers shall have received training in accordance with DOT regulations.
- B. **Disciplinary Actions for Violation of this Policy:** Violation of this policy by an employee shall constitute just and sufficient cause for major discipline of an employee, up to and including termination. Discipline of an employee will be imposed in accordance with the provisions outlined in the current employee bargaining agreement. Volunteers in violation of this policy are subject to the termination under the terms as outlined in Amador County Policy #2-245-Use of Non-County Employees (Volunteers and Agency Placements).
- C. **One-Time Disciplinary Waiver:** An employee with a substance abuse problem (including the abuse of illegal drugs and/or alcohol) who is facing disciplinary action for behavior relating to such substance abuse may, subject to County approval/discretion, on a one-time basis, receive a waiver of such discipline under the following conditions:
1. The employee seeks qualified assistance through the EAP, or a qualified provider of the individual's choice, and the County and the employee allow Program staff to conduct an evaluation of the problem with a recommendation for a "Get Well Program". This is defined as a program designed to provide the employee with a means of receiving treatment while being allowed to keep his/her job.

2. The employee shall meet all the conditions and requirements of the "Get Well Program" subject to verification by the County.
3. The employee will be subject to unannounced follow-up testing for a period not to exceed five (5) years. A positive test during this period will constitute the equivalent of a voluntary resignation. Safety drivers are subject to additional requirements as set forth in Section III below.

D. Conviction Under A Drunk Driving Or Criminal Drug Statute

1. **Employee's obligation:** An employee shall notify the Administrative Director of the County of Amador in writing of that employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction. In addition, any person required to operate a vehicle on County business (including County vehicles or any other vehicle) shall notify the Administrative Director in writing if his or her license has been suspended no later than five (5) days after such suspension. Failure to make such a notification shall constitute a violation of this policy.
2. **County's obligation:** Within thirty (30) days after receiving notice from an employee of a conviction under a criminal drug statute for a violation occurring in the workplace, the County shall take appropriate personnel action against the employee, up to and including termination (in accordance with the provisions outlined in the current employee bargaining agreement), or require that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

E. Employee Assistance: Everyone shares in the responsibility of maintaining a safe work environment, and drug and alcohol abuse are recognized as treatable conditions.

1. **County Responsibility:** It is the responsibility of supervisors to inform, advise, and refer employees to the Employee Assistance Program (EAP) whenever they see changes in performance or behavior that suggest an employee has a drug and/or alcohol problem. Although it is not the supervisor's job to diagnose personal problems, the employee should be encouraged to seek help, and the supervisor should provide information concerning available resources.
2. **Employee Assistance Program (EAP):** The EAP is available to assist employees who may have a drug and/or alcohol usage problem. Employees are urged to seek confidential assistance from the EAP; however, while Amador County will be supportive of those who voluntarily seek help, the County will be equally firm in identifying and

disciplining those who abuse drugs and/or alcohol and fail to seek assistance or those who continue such abuse after assistance has been provided.

3. **Treatment/Rehabilitation:** If an employee acknowledges that he/she has a substance abuse problem (including abuse of illegal drugs and/or alcohol), and has not been subject to any form of disciplinary action for this reason, a one-time medical leave of absence may be granted upon prior approval of the County. This leave will be for the sole purpose of participation in a County-approved treatment/rehabilitation program, will be without pay, must have the recommendation of the Department Head, and will be for a maximum of ninety (90) days. An agreement will be executed by the employee and the County known as a "Back to Work Agreement" which will spell out the conditions and terms for said leave. Reasonable accommodation under the Americans with Disabilities Act is available for those suffering from alcoholism, but does not apply to alcohol-related misconduct or to illegal drug use. An employee suffering from alcoholism who believes that he/she is in need of reasonable accommodation should discuss his/her needs with his/her Department Head or with the Administrative Director.
4. **Post Rehabilitation:** The County reserves the right to conduct unannounced follow-up testing as a condition of employment for an employee returning from a voluntary rehabilitation program for a period of up to five (5) years following completion of the program and return to work. Failure to adhere to the terms and conditions of the "Back to Work Agreement" or a violation in any other manner of the conditions outlined in this policy will result in immediate termination. For safety drivers, the County shall refer the employee to a substance abuse professional and conduct follow-up testing in accordance with DOT regulations.
5. **Supervisory Training:** All supervisors shall receive at least 60 minutes of training on alcohol misuse and an additional 60 minutes training on controlled substances use. The training will be used by supervisors to determine whether reasonable suspicion exists to require an employee to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

III. TESTING

A. Reasonable Suspicion Testing

1. Upon reasonable cause, the County shall require any employee, contractor or volunteer to be tested for the use of controlled substances and/or alcohol. An employee, contractor or volunteer shall submit to testing, upon reasonable cause, for the use of controlled substances and/or alcohol when requested to do so by the County.
2. The conduct giving rise to the suspicion shall have been witnessed by a supervisor, who shall document the reasons for the reasonable suspicion testing within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier. In addition, if the conduct giving rise to the reasonable suspicion consists of visible signs of possible intoxication or influence of drugs or alcohol, or a pattern of abnormal conduct or erratic behavior consistent with the use of drugs or alcohol, then the witness must have received training in the identification of actions, appearance, or conduct that are indicative of the use of controlled substances and alcohol.
3. If the County directs an employee to undergo drug or alcohol testing based on a reasonable suspicion, the employee will be (a) immediately transported to a collection site for the collection of a breath or urine sample, and (b) placed on administrative leave from the time of the initial testing until the results are received and reviewed by the County. If the employee is being required to undergo a reasonable suspicion test, the employee shall be so informed and shall not be told that the test is any other type. In the event the results are positive, the employee will be in violation of this policy and subject to disciplinary action as set forth above. The County shall ensure that all reasonable suspicion tests are performed in conformance with federal testing requirements.

B. Additional Testing Requirements for Safety Drivers

In addition to the Reasonable Suspicion Testing applicable to all employees, safety drivers shall also be subject to additional testing as set forth below.

1. **Pre-employment Testing:** Prior to the first time a safety driver begins to perform safety-sensitive functions in his or her employment, the safety driver must have passed a controlled substances test with a verified negative test result.
2. **Random Testing Requirements:** The County shall use a random selection process to select and request safety drivers to be tested for the use of controlled substances and/or alcohol. The number of tests conducted shall be unannounced, shall be spread throughout the calendar year, and shall

equal or exceed the percentage of safety driver positions for which testing is required by law (10% for alcohol testing and 50% for controlled substances testing, unless modified by the Federal Highway Administrator). Any safety driver so selected shall submit to controlled substance or alcohol testing upon notification by the County. The sample shall consist of a breath test for alcohol testing or a urine specimen for controlled substance testing, and the test shall be performed in conformance with federal testing requirements.

3. **Post-Accident Testing:** As soon as practicable following an accident involving a County vehicle, the County shall require a safety driver to provide a urine sample and breath sample to be tested for the use of controlled substances and alcohol respectively if (i) the accident involves the loss of human life, or (ii) the driver receives a citation for a moving traffic violation and the accident involves either bodily injury to a person necessitating medical treatment away from the scene of the accident, or disabling damage to one or more motor vehicles necessitating transportation from the scene by a two truck or other motor vehicle. No alcohol test shall attempt to be administered after eight hours following the accident, and no controlled substances test shall attempt to be administered after thirty-two hours following the accident. A safety driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing; however, nothing in this section shall be construed to require the delay of necessary medical attention for injuries or to prohibit a safety driver from obtaining assistance or necessary emergency medical care.
4. **Return-to-duty Testing:** Any safety driver found to have engaged in conduct prohibited by this policy concerning alcohol shall undergo a return-to-duty alcohol test, which must show a result indicating an alcohol concentration of less than 0.02. Any safety driver found to have engaged in conduct prohibited by this policy concerning controlled substances shall undergo a return-to-duty controlled substances test, which must show a verified negative result for controlled substances use.
5. **Follow-up Testing:** Each safety driver who engages in conduct prohibited by this policy and Federal regulation shall be referred to and evaluated by a substance abuse professional, who shall determine what assistance, if any, the employee needs to resolve problems associated with alcohol or controlled substances abuse. For any safety driver determined to need such assistance, the substance abuse professional shall ascertain if the employee has followed any prescribed rehabilitation program and shall design a system of unannounced follow-up testing following the employee's return to duty. At least six follow-up tests shall be conducted in the first twelve months following the return to duty. Follow-up testing may occur for periods up to five years, as determined by the substance abuse professional.

All follow-up testing for safety drivers shall be conducted in accordance with Federal regulations.

C. Refusal to Submit to Testing Procedures

Any employee who refuses to be tested under the provisions of this policy shall be treated as if he or she had submitted a positive test, and the employee shall be subject to discipline in accordance with the employee's covered Memorandum of Understanding. In addition, any safety driver who refuses to be tested under the provisions of this policy shall not be permitted to operate a county vehicle or to perform any safety-sensitive job function.

D. Notification, Recording, and Confidentiality of Test Results

1. Notification of Test Results:

- a. The Medical Review Officer shall report to the County whether a safety driver's test was positive or negative and, with regard to controlled substances, identify if possible the specific controlled substance for which the test was positive.
- b. The County shall notify the driver if the tests results of any random, reasonable suspicion, post-accident, return-to-duty or follow-up testing is verified positive, including identification of the substance or substances that were verified as positive.

2. Recordkeeping:

- a. The County shall ensure that all records related to the administration and results of the testing program for safety drivers shall be maintained for such period as shall be required by applicable regulations.
- b. All records shall be maintained in a secure location with controlled access.
- c. The County shall maintain the following information in separate files for each safety driver: the type of testing for which the driver submitted a breath or urine sample, the date and location of collection, the identity of the persons or entities performing the collection and the analysis of the specimen, the identity of the medical review officer, whether the test finding was positive or negative, and if positive, the substance identified in the test.
- d. The County shall produce upon demand by any Department of Transportation agency and permit the Federal Highway

Administrator to examine all records related to the administration and results of the testing performed pursuant to this policy.

3. **Confidentiality:** All controlled substance or alcohol test results shall be kept confidential and not subject to disclosure except as provided in this policy or otherwise required by State or federal law.

IV. ALCOHOL AND DRUG-FREE AWARENESS

The County shall distribute and explain this policy to all current employees, new employees, volunteers, and contractors. Each employee and contractor will be required to sign a receipt acknowledging that they have read and understood its contents and will abide by the policy as a condition of employment/contract. (see Attachments "A" and "B").

RESPONSIBLE DEPARTMENTS

ADMINISTRATIVE AGENCY - Personnel Division

REFERENCES

BOS Policy Resolution No. 95-311
BOS Policy Resolution No. 97-120
BOS Policy Resolution No. 98-002
BOS Policy Resolution No. 99-42
BOS Policy Resolution No. 00-443
BOS Policy Resolution No. 01-072
BOS Policy Resolution No. 01-366
BOS Policy Resolution No. 02-367
California Government Code Section 8350 *et seq.*
41 U.S.C. Chapter 10
49 C.F.R. Part 382
49 C.F.R. Part 40
Use of Non-County Employees (Volunteers and Agency Placements) - Policy No. 2-245
Employee Assistance Program (EAP) - Policy No. 2-600

ATTACHMENT "B"

ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY ACKNOWLEDGMENT FORM FOR CONTRACTORS

The undersigned, authorized signatory for DFM (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 *et seq.*; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "B" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No.: 95-3647032
Printed Name: THOMAS DIEBOLT
Signed: [REDACTED] Date 12-8-05
Title: PRESIDENT

EXHIBIT C

Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above \$500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of \$1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.
- b. **Workers' Compensation.** Contractor shall provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

CHANGES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the Scope of Work, change in the Agreement price or other term on behalf of County. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Contract. Any change not authorized in advance in writing by the Board of Supervisors shall be null and void.

ALCOHOL-FREE AND DRUG-FREE WORKPLACE. Contractor agrees to adhere to the County's policy regarding Alcohol-Free and Drug-Free Workplace (Attachment "B") by executing said policy attached hereto and incorporated herein as part of this Agreement.

RELATIONSHIP BETWEEN THE PARTIES. It is expressly understood that in the performance of the services contained in Exhibit "A" herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and not as officers, employees, or agents of County.

**EIMS for Windows
Hardware Configuration**

Hardware Addendum

Part Number	Description	Quantity	Price	Ext Price
	EIMS for Windows Data and Application Server			
	Per DELL quote #231292608			
231292608	PowerEdge 2800 Intel® Xeon™ processor at 3.6GHz	1	9,172.60	9,172.60
	2nd processor for PowerEdge 2800 Intel® Xeon™ processor at 3.6GHz			
	Operating System: Windows 2003 Server, Standard Edition with 5 Client Licenses	1		
	2GB DDR2 400MHz (4X512MB), Single Ranked DIMMs	1		
	Standard Windows Keyboard, Gray	1		
	Dell E153FP Digital Flat Panel 15inch Viewable	1		
	4 x 73GB 15K RPM Ultra 320 SCSI Hard Drive	4		
	Embedded RAID (ROMB) - PERC4ei (Embedded Integrated)	1		
	No Floppy Drive	1		
	Logitech PS/2 2-button Mouse with Scroll	1		
	Dual On-Board NICs	1		
	PowerVault 100T, DAT72, 36/72GB, Internal Tape Backup Unit w/SCSI Card	1		
	24X IDE CD-RW/DVD	1		
	Tower Bezel	1		
	1x8 Hard Drive Backplane, PE2850	1		
	5 Additional CALs for Windows 2003 Server (Standard or Enterprise)	1		
	Electronic Documentation and OpenManage CD Kit	1		
	Veritas Backup Exec			
	Drives attached to embedded PERC4ei, RAID 5, 3 Drives required	1		
	1Yr 4Hr 7x24 Onsite Parts and Labor	1		
	Redundant Power Supply With Y cord	1		
	Tape Backup Media: DAT72, Formatted Tape Media Cartridge, 5 Pack	1		
	UPS 1500 Stand Alone 120V			
	OG SQL Svr 2K Std Ed	1		
	SQL Svr Media	1		
	OG SQL Svr 2K CAL	10		
MST-R19-00191	Wdws Terminal Svr CAL 2k3 Eng OLP NL Loc	10	66.26	662.60
MST-269-06807	Office Pro 2003 Win32 English OLP NL	5	407.66	2,038.30
WRPRC010	Business Objects Crystal Reports V10 Standard	1	189.26	189.26
22001979	Adobe Acrobat 7.0 Standard - Windows Edition	1	290.73	290.73

**EIMS for Windows
Hardware Configuration**

Hardware Addendum

EIMS for Windows ScanStations

Per DELL Quote 231541106

84 RC962226	OptiPlex 170L MicroTower Intel® Pentium® 4 Processor	1	1,160.64	1,160.64
32L81 - [221-4217]	OptiPlex 170L MicroTower: Intel® Pentium® 4 Processor 3.20GHz, 1M/800MHz FSB			
XPP2E - [420-4850]	OPERATING SYSTEM(s): Microsoft® Windows® XP Professional, SP2, with Media			
NTFS - [420-3699]	File system: NTFS File System for all Operating Systems			
1GN42 - [311-3482]	MEMORY: 1GB DDR Non-ECC SDRAM, 400MHz, (2DIMM)			
USB8 - [310-4823]	KEYBOARD: Performance USB Keyboard with 8 Hot Keys			
1905FP - [320-4109]	Monitors: Dell 19 inch UltraSharp™ 1905FP Flat Panel, Adjustable Stand, VGA/DVI			
INT - [320-0428]	Graphics Cards: Embedded Intel® Extreme® Graphics			
40 - [341-0419]	Boot Hard Drive: 40GB EIDE 7200RPM			
3 - [341-0426]	Floppy: 1.44MB 3.5 Inch Floppy Drive			
PS2 - [310-4826]	Mouse: Dell PS/2 2-Button Mouse with Scroll			
INT - [430-0554]	Integrated Network Adapter (NIC): Integrated Intel 10/100Mb LOM w/ remote wake-up			
COMBO - [313-2299]	Removable Media Storage Devices: 48X32 CDRW/DVD Combo,with DVD Playback			
INT - [313-8170]	Audio Solutions: Integrated Audio			
INT - [313-2333]	Speakers: Internal Dell Business Audio Speaker			
RCD - [313-7168]	Resource CD: Resources CD contains Diagnostics and Driver for Dell OptiPlex Systems			
ES - [310-4721]	Energy Star Setting: Energy Star Enable			
OMCI - [420-4296]	Systems Management: OpenManage Client Instrumentation			
U3OS - [902-4790] [970- 9792]	Hardware Support Services: 3 Year Limited Warranty plus 3 Year NBD On- Site Service			
GTS3WL - [461-3749] [902- 4882]	Gold Technical Support: Gold Technical Support, Optiplex, 3 Years			
NOINSTL - [900-9987]	Installation Support Services: No Onsite System Setup			
KYHD3Y - [960-2597]	Keep Your Hard Drive: Keep Your Hard Drive, 3 Year			
F2N968-06	Belkin Pro Series External SCSI II (Fast SCSI) Cable - SCSI external cable - HD-50 (M) - HD-50 (M) - 6 ft	1	36.88	36.88
1662200	Adaptec AHA 2930U - Storage controller - Ultra SCSI - 20 MBps - PCI	1	80.33	80.33
DFM-LTLic	Scanning Software License (LeadTools - Req'd)	1	600.00	600.00
IS450SE	Ricoh IS450SE	1	3,619.77	3,619.77

**EIMS for Windows
Hardware Configuration**

Hardware Addendum

EIMS for Windows Workstation

34SU - [221-6882]	OPTIPLEX SX280: Intel® Pentium® 4 Processor 550J (3.4GHz, 1M, 800MHz FSB)	5	1,272.48	6,362.40
XPP2E - [420-4850]	Microsoft® Windows® XP Professional, SP2, with Media			
NTFS - [420-3699]	NTFS File System for all Operating Systems			
1G2N42 - [311-3681]	1.0GB DDR2 Non-ECC SDRAM,400MHz, (2DIMM)			
USB8 - [310-2585]	Performance USB Keyboard with 8 Hot Keys			
1905FP - [320-4109]	Dell 19 inch UltraSharp™ 1905FP Flat Panel, Adjustable Stand, VGA/DVI			
40S - [341-0904]	40GB SATA, 7200 RPM Hard Drive			
FDD8 - [341-0909]	1.44MB Floppy Drive, D Module			
USB2 - [310-5202]	Dell USB 2-Button Entry Mouse with Scroll			
24COMBO - [313-2446]	24X Max, Slimline DVD-CDRW Combo Drive with DVD Playback			
INT - [313-2451]	Internal Dell Business Audio Speaker			
DVI - [310-5245]	DVI-to-VGA Video Adapter Cable			
RCD - [313-7168]	Resources CD contains Diagnostics and Driver for OptiPlex Systems			
ES - [310-4721]	Energy Star Enable			
OMCI - [420-4296]	OpenManage Client Instrumentation			
U3OS - [900-6200] [900-6202]	3 Year Limited Warranty plus 3 Year NBD On-Site Service			
GTS3WL - [461-3749] [902-4882]	Gold Technical Support, Optiplex, 3 Years			
NOINSTL - [900-9987]	No Onsite System Setup			
KYHD3Y - [960-2597]	Keep Your Hard Drive, 3 Year			

EIMS for Windows Printers & Barcode Readers

Q5410A	4350dtnsl 96 MB 3 paper tray 1100 page input 750 output duplx prnt netwrk	1	2,391.61	2,391.61
Q2438B	75 Envelope Feeder	1	249.00	249.00
LZ310-WDP	Worthington Laser Scanner (Barcode Reader)	3	599.00	1,797.00
	SECAP 9KL Envelope Printer (Absentee Voter)	1	6,645.00	6,645.00
	JetDirect 170X	1	154.99	154.99
	Printer Cable	1	15.00	15.00
	Dymo Labelwriter 330 Turbo USB	3	199.00	597.00

Total Hardware and 3rd Party (non-DFM) Software Costs	36,063.11
Hardware Configuration, procurement & Installation Fee (Note 3)	15,000.00
Data Conversion/EIMS Software Installation/Training	20,000.00
Sales Tax	7.25% 5,152.08
Estimates Shipping (Allowance)	2,000.00
Grand Total	78,215.19

Monthly Lease Fee		1500.00
Semaphore Corp ZP4 Address Standardization Software (Subscription)	1	600.00 Annual

NOTES:

- (1) Hardware costs are estimates based on current pricing
- (2) Network Hardware (hubs/switches/wiring) to be supplied by the county
- (3) This fee is not charged if the county purchases hardware direct and installs hardware