



PRICE AGREEMENT

P/A NUMBER: N1000006770

VENDOR INFORMATION:
PHONE: 714-407-6710
TERMS: -
F.O.B:

SEE DELIVERY LOCATION(S)
WITHIN PRICE AGREEMENT

TAX CODE:

START DATE: 05/01/05
END DATE: 04/30/06
DELIVERY WITHIN 000 DAYS

VENDOR CODE: V29365
CRON & ASSOC TRANSCRIPTION
ATTN: CRISTINE M CRON
2061 YAQI
TUSTIN
CA 92782

P/A NOT TO EXCEED: 68,000.00
RENEWABLE FOR: TWO ONE YEAR PERIODS
LEGEND CODE: WQ PA TYPE: 060
MASTER PA: FOLDER NUMBER: 576061
PB: PIGGYBACK PA:
PA REPLACES:
PER MINUTE ORDER: 04/26/05 / / / / /

BILLING INSTRUCTIONS:

- 1. INVOICE COUNTY OF ORANGE AND SEND INVOICES IN DUPLICATE TO: BILLING ADDRESS AS INDICATED BELOW.
2. INVOICES MUST BE IN DUPLICATE REFERENCED TO THE ORDER NUMBER AND ITEMIZED QUANTITIES, DESCRIPTION OF MERCHANDISE, UNIT AND UNIT COST.
3. CASH DISCOUNTS, IF OFFERED, WILL BE TAKEN WITHIN TIME LIMITATION AND WILL BE TAKEN ON THE TOTAL AMOUNT (INCLUDING TAX) UNLESS OTHERWISE STATED.
4. AUTHORIZED FREIGHT CHARGES MUST BE PREPAID AND ADDED TO INVOICE. INCLUDE PROOF OF PAYMENT FOR FREIGHT CHARGES OVER \$25.
5. YOU ARE REQUIRED TO INCLUDE YOUR TAXPAYER I.D NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT. THIS WILL ENSURE COMPLIANCE WITH IRS REQUIREMENTS AND EXPEDITE PAYMENT PROCESSING. OUT OF STATE VENDORS MUST INCLUDE CALIFORNIA SALES TAX PERMIT NUMBER.

THE VENDOR ACKNOWLEDGES THAT HE HAS READ AND AGREED TO ALL TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON ATTACHED TERMS AND CONDITIONS PAGE. THE ONLY TERMS AND CONDITIONS THAT WILL BE APPLICABLE TO THE INTERPRETATION OF THIS CONTRACT ARE THOSE ISSUED BY THE COUNTY OF ORANGE VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER SECTION 5194 AND CALIFORNIA ADMINISTRATION CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACES OF SHIPMENT.

P/A FOR: TRANSCRIPTION SERVICES

ANNUAL PRICE AGREEMENT FOR PROVIDING TRANSCRIPTION SERVICES

SERVICES AND COMPENSATION TO BE PROVIDED IN ACCORDANCE WITH:
ATTACHMENT A SCOPE OF SERVICES
ATTACHMENT B COMPENSATION

TERMS AND CONDITIONS, ATTACHMENT A SCOPE OF SERVICES AND ATTACHMENT B
COMPENSATION ARE INTEGRAL PARTS OF THIS AGREEMENT

NON-ENCUMBERED PRICE AGREEMENT

PAYABLE IN ARREARS UPON SUBMISSION OF INVOICE(S)

VENDOR INVOICE (S) TO REFERENCE PRICE AGREEMENT NUMBER N1000006770

DEPARTMENT CONTACT: YVONNE SHULL 714-647-7044
VENDOR CONTACT: CHRISTINE CRON 714-407-6710

Table with 7 columns: LN, COMMODITY CODE, DISCOUNT, QUANTITY, UNIT, UNIT COST, P/A LINE AMOUNT. Row 1: 001, 96100, 0.00, 0.00, EACH, 0.0000, 0.00. Description: MISCELLANEOUS PROFESSIONAL SERVICES

AUTHORIZED SIGNATURE:

ADDRESS QUESTION(S) REGARDING THIS PURCHASE DOCUMENT TO THE PURCHASING CONTACT: KEITH CHAMBERLAIN



PRICE AGREEMENT

VENDOR: V29365
CRON & ASSOC TRANSCRIPTION

P/A NUMBER: N1000006770

DELIVERY LOCATION(S) / INSTRUCTION(S)

CODE	SHIP LOCATION	SHIP INSTRUCTIONS
552	SHERIFF/HOMICIDE DETAIL 550 N FLOWER ST RM 206 SANTA ANA CA 92703 SGT. BOB BLACKBURN 714-647-7044	

ONLY THE FOLLOWING FUND/AGENCY/ORGANIZATIONS ARE AUTHORIZED TO USE THIS PRICE AGREEMENT.

FUND	AGENCY	ORGANIZATION	AUTHORIZED LIMIT
100	060	402	1,000.00
100	060	432	15,000.00
100	060	433	2,500.00
100	060	434	45,000.00
100	060	438	2,500.00
100	060	494	1,000.00
100	060	499	1,000.00



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F.O.B:

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WITHIN PRICE AGREEMENT

TAX CODE:

START DATE: 05/01/05
END DATE: 04/30/06
DELIVERY WITHIN 000 DAYS

VENDOR CODE: V29365
CRON & ASSOC TRANSCRIPTION
ATTN: CRISTINE M CRON
2061 YAQI
TUSTIN
CA 92782

P/A NOT TO EXCEED: 35,000.00
RENEWABLE FOR: TWO ONE YEAR PERIODS
LEGEND CODE: WQ PA TYPE: 060
MASTER PA: FOLDER NUMBER: 575764
PB: PIGGYBACK PA:
PA REPLACES:
PER MINUTE ORDER: 04/26/05 / / / / /

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2. INVOICES MUST BE IN DUPLICATE REFERENCED TO THE ORDER NUMBER AND ITEMIZED QUANTITIES, DESCRIPTION OF MERCHANDISE, UNIT AND UNIT COST.
3. VENDOR CODE, ORDER NUMBER AND PRICE AGREEMENT NUMBER (IF APPLICABLE) MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES & INQUIRIES.
4. CASH DISCOUNTS, IF OFFERED, WILL BE TAKEN WITHIN TIME LIMITATION AND WILL BE TAKEN ON THE TOTAL AMOUNT (INCLUDING TAX) UNLESS OTHERWISE STATED.
5. AUTHORIZED FREIGHT CHARGES MUST BE PREPAID AND ADDED TO INVOICE. INCLUDE PROOF OF PAYMENT FOR FREIGHT CHARGES OVER \$25.
6. YOU ARE REQUIRED TO INCLUDE YOUR TAXPAYER I.D NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT. THIS WILL ENSURE COMPLIANCE WITH IRS REQUIREMENTS AND EXPEDITE PAYMENT PROCESSING. OUT OF STATE VENDORS MUST INCLUDE CALIFORNIA SALES TAX PERMIT NUMBER.

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TERMS AND CONDITIONS, ATTACHMENT A SCOPE OF SERVICES AND ATTACHMENT B COMPENSATION ARE INTEGRAL PARTS OF THIS AGREEMENT

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AUTHORIZED SIGNATURE:

Handwritten signature: Keith Chamberlain

ADDRESS QUESTION(S) REGARDING THIS PURCHASE DOCUMENT TO THE PURCHASING CONTACT: KEITH CHAMBERLAIN



PRICE AGREEMENT

VENDOR: V29365
CRON & ASSOC TRANSCRIPTION

P/A NUMBER: N1000006770

ONLY THE FOLLOWING FUND/AGENCY/ORGANIZATIONS ARE AUTHORIZED TO USE THIS PRICE AGREEMENT.

FUND	AGENCY	ORGANIZATION	AUTHORIZED LIMIT
100	060	434	35,000.00

General Terms and Conditions of the CONTRACT

A. Governing Law and Venue

This CONTRACT has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

B. Entire Contract

This CONTRACT, its attachments and exhibits, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTS by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY'S Purchasing Agent or his designee, hereinafter "PURCHASING AGENT."

C. Amendments

No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

D. Taxes

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. Delivery

Time of delivery of goods or services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments nor deprive it of the right to return goods already accepted at CONTRACTOR'S expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by COUNTY. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by COUNTY.

F. Acceptance/Payment

Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty

CONTRACTOR expressly warrants that the goods/services covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an

agreement upon CONTRACTOR'S part to indemnify, defend with counsel agreed to in writing by COUNTY and hold COUNTY and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. CONTRACTOR further warrants all materials used in the performance of work under this CONTRACT as set forth in paragraph 14 of the CONTRACTOR requirements.

H. Patent/Copyright Materials/Proprietary Infringement

Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend with counsel agreed to in writing and hold COUNTY and COUNTY INDEMNITIES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. Assignment or Sub Contracting

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

J. Non-Discrimination

In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

K. Termination

In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.

L. Consent To Breach Not Waiver

No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Remedies Not Exclusive

The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.

N. Independent Contractor

CONTRACTOR and any SUBCONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, SUBCONTRACTOR its employees, nor anyone working under CONTRACTOR or SUBCONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, nor SUBCONTRACTOR its employees nor anyone working under CONTRACTOR or SUBCONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

O. Performance

CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

Indemnification and Insurance**INDEMNIFICATION PROVISIONS**

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

INSURANCE PROVISIONS

Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All insurance policies required by this contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retention's (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance required by this contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this contract with respect to work done by the contractor under the terms of this contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests' clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The contractor will comply with such provisions and shall furnish the County satisfactory evidence that the contractor has secured, for the period of this contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

P. Bills and Liens

CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

Q. Changes

CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.

R. Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

S. Force Majeure

CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.

T. Confidentiality

CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees.

U. Compliance with Laws

CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of paragraph "P" above CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITIES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

V. Freight (F.O.B. Destination)

CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.

W. Pricing

The CONTRACT bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

X. Waiver of Jury Trial

Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its

officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and/or any other claim of injury or damage.

Y. Terms and Conditions

CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.

Z. Headings

The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

AA. Severability

If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

BB. Calendar Days

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

CC. Attorney Fees

In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

DD. Interpretation

This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to effect the purpose of the parties and this CONTRACT.

EE. Authority

The parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

Specific Terms and Conditions of the CONTRACT

1. Usage

The COUNTY gives no guarantee to the CONTRACTOR regarding usage of this CONTRACT. Usage figures, if provided, are approximate, based upon the last usage. The CONTRACTOR agrees to supply services and/or commodities requested, as needed by the COUNTY of Orange, at prices listed in the CONTRACT, regardless of quantity requested.

2. FISCAL APPROPRIATIONS, SUBJECT TO

This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the COUNTY of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.

CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

3. TERM OF CONTRACT

This CONTRACT is for a one-year term period. This CONTRACT will commence on May 1 2005 and continue for one calendar year from that date. This CONTRACT may be renewed on an annual basis for up to two (2), one (1) year extensions with the agreement of both parties. The COUNTY does not have to give a reason if it decides not to renew

4. MERGER

Attachment A "Scope of Services" and Attachment B "Compensation" are attached hereto and incorporated herein by reference as part of this CONTRACT.

This CONTRACT including Attachment A, "Scope of Services" and Attachment B "Compensation", shall constitute the complete and exclusive statement of understanding between COUNTY and CONTRACTOR and shall supersede all previous written or oral agreements, and all prior communications between the parties.

5. CONFLICT OF INTEREST – CONTRACTOR'S PERSONNEL

The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR'S employees, agents, and relatives; sub-tier CONTRACTORS; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR'S efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

6. CONFLICT OF INTEREST – COUNTY PERSONNEL

The COUNTY of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.

7. CONFLICT WITH EXISTING LAW

The CONTRACTOR and the COUNTY agree that if any provision of this CONTRACT is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the CONTRACT shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the CONTRACT, the CONTRACT shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.

8. Precedence

The documents herein consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the attachments and exhibits.

9. PRICE INCREASE/DECREASE

No price increases will be permitted during the first term of the price agreement. All price decreases will automatically be extended to the COUNTY of Orange. The COUNTY requires bona fide proof of cost increases on CONTRACTS prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price CONTRACTS or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the CONTRACT. Adjustments increasing the CONTRACTOR'S profit will not be allowed.

10. COMPENSATION

The CONTRACTOR agrees to accept the specified compensation as set forth in Attachment B of this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder.

11. EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Orange COUNTY is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The CONTRACTOR shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the CONTRACTOR shall apply to serving the COUNTY'S needs regardless of the circumstances. If the CONTRACTOR is unable to supply the goods/services under the terms of the CONTRACT, then the CONTRACTOR shall provide proof of such disruption and a copy of the invoice for the goods/services from the CONTRACTOR'S supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the CONTRACTOR shall show both the emergency purchase order number and the CONTRACT number.

12. CONTRACTOR'S EXPENSE

The CONTRACTOR will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on COUNTY sites during the performance of work and services under this CONTRACT. The COUNTY will not provide free parking for any service in the COUNTY Civic Center.

13. CONTRACTOR WORK HOURS AND SAFETY STANDARDS

The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and COUNTY safety regulations and laws.

14. Breach of CONTRACT

The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

1. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
2. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
3. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above;
4. Terminate the CONTRACT immediately.

15. TERMINATION - DEFAULT

If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within ten days after receipt of a written notice of default from COUNTY and cured such default within the time specified in the notice, the COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this CONTRACT, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this CONTRACT. Upon termination of the CONTRACT with CONTRACTOR, the COUNTY may begin negotiations with a third party CONTRACTOR to provide goods and/or services as specified in this CONTRACT.

The right of County to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

16. TERMINATION - CONVENIENCE OF THE COUNTY

The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY'S interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the CONTRACTOR a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the CONTRACTOR shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The CONTRACTOR shall

1. Stop work as specified in the notice of termination;
2. Place no further sub-CONTRACT'S or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
3. Terminate all orders and sub-CONTRACT'S to the extent they relate to the work terminated;

1. Settle all outstanding liabilities and termination settlement proposals arising from the termination of any sub-CONTRACT'S, the approval or ratification of which will be final for purposes of this clause;
2. As directed by the assigned buyer transfer title and deliver to the COUNTY (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the CONTRACT had been completed, would be required to be furnished to the COUNTY;
3. Complete performance of the work not terminated; and
4. Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the CONTRACTOR and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the CONTRACTOR'S termination efforts, the CONTRACTOR may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the CONTRACTOR shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY. The CONTRACTOR shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the CONTRACTOR within the 90-day period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.

The CONTRACTOR and the COUNTY may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the CONTRACTOR paid the agreed amount.

If the CONTRACTOR and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the CONTRACTOR the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above:

1. The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and
2. Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the CONTRACTOR the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

The CONTRACTOR shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The CONTRACTOR shall have the right to appeal, under the COUNTY'S protest procedure, any determination made by the COUNTY, except that if the CONTRACTOR failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the CONTRACTOR under this clause, there shall be deducted:

1. All payment to the CONTRACTOR under the terminated portion of this CONTRACT;
2. Any claim which the COUNTY has against the CONTRACTOR under this or any other CONTRACT; and
3. The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the CONTRACTOR or sold under the provisions of this clause and not recovered by or credited to the COUNTY.

If the termination is partial, the CONTRACTOR may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/ department shall make any equitable adjustment agreed upon. Any proposal by the CONTRACTOR for an equitable adjustment under this clause shall be requested within 30 days from the effective date of termination unless extended in writing by the agency/department.

The COUNTY may:

1. Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the CONTRACTOR for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the CONTRACTOR will be entitled; and
2. If the total payments exceed the amount finally determined to be due, the CONTRACTOR shall repay the excess to the COUNTY upon demand.

In determining the amount payable to the CONTRACTOR and notwithstanding any other provision, if it appears that the CONTRACTOR would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.

Unless otherwise provided in this CONTRACT or by statute, the CONTRACTOR shall maintain all records and documents relating to the terminated portion of this CONTRACT for three years after final settlement. This includes all books and other evidence bearing on the CONTRACTOR'S costs and expenses under this CONTRACT. The CONTRACTOR shall make these records and documents available to the COUNTY, at the CONTRACTOR'S office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

17. NOTICES

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

COUNTY
 Sheriff-Coroner Department
 Purchasing Division
 320 North Flower Street
 Santa Ana, CA 92703
 Attn: Deputy Purchasing Agent

and

Sheriff-Coroner Department
 Investigation Detail
 550 North Flower Street
 Santa Ana Ca 92702
 Attn: Detail Sergeant

CONTRACTOR
 Cron & Associates Transcription
 2061 Yaqi
 Tustin, CA 92782
 Attention Cristine Cron

18. CALIFORNIA SALES TAX TO OUT-OF-STATE CONTRACTORS

Out-of-state CONTRACTORS shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the state of California in lieu of payment of sales tax to the CONTRACTOR.

19. PAYMENT TERMS - PAYMENT IN ARREARS

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this CONTRACT. Vendor shall reference price agreement number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by the agency/department and subject to routine processing requirements.

The responsibility for providing an acceptable invoice rests with the CONTRACTOR. Billing shall cover services and/or goods not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for goods or services not provided or when goods or services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

15. Payment - Invoicing Instructions

The CONTRACTOR will provide a two-part invoice on the CONTRACTOR'S letterhead for goods delivered and/or services rendered. In the case of goods, the CONTRACTOR will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. CONTRACTOR'S name and address
2. CONTRACTOR'S remittance address, if different from 1, above
3. Name of COUNTY agency/department
4. Delivery/service address
5. Price Agreement (PG) or Purchase Order (PC) number
6. Date of order
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Total

I have read, understand and agree to the Term and Conditions herewith.

Company Name: Cron & Associates Transcription

Cristine M. Cron Cristine Cron President 3-31-05

*Authorized Signature Name Title Date

[Signature] Lawrence Cron Sec. March 31, 2005

*Authorized Signature Name Title Date

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer.

Approval as to Form

By: Thomas C. Agin Date: 04/05/2005
Deputy

County Of Orange

A political subdivision of the State of California

By: Keith Chamberlain Title: Buyer

Print Name: Keith Chamberlain Date: 5/2/05

Attachment A Scope of Services

1. Vendor must have the capability to transcribe the following:
 - Standard cassettes
 - Micro cassettes
 - Videotape recordings
 - Digital recordings
2. Vendor must have the capability of transcribing in the Spanish language with out the assistance of a County translator
3. Vendor must have the capability of transcribing in all other languages if a translator is provided by the County
4. Vendor will complete and return all transcribing request with in five business days Saturdays, Sundays and Holiday will not be considered business days
5. Vendor will be able to complete and return transcripts in 24 hours if assigned a "Expedited" classification
6. Vendor will provide pick-up and drop off services for all transcription requests, media and completed documents
7. Vendor will have the capability of electronically transmitting all document and media files using Microsoft Exchange
8. Vendor will provide a copy of the final transcript in digital format (CD) with the original paper copy.
9. Vendor must provide proof of a Department of Justice records background check for any and all employees that will be handling transcription services for the Orange County Sheriff's Department in conjunction with this contract.
10. County may request Contractor to conduct additional or subsequent background investigation on any or all employees at any time during the term of the Contract.

**Attachment B
Compensation**

<i>Description of transcription to be done</i>	<i>Rate per page</i>	<i>Expedite Rate</i>	<i>Next Day Rate</i>
	<i>36 hours</i>	<i>less than 36 hours</i>	
Price per line of transcribed text for dictated reports	.20 per line	.34 per line	N/A
<i>Description of transcription to be done</i>	<i>Rate per page</i>	<i>Expedite Rate</i>	<i>Next Day Rate</i>
	<i>5 work days</i>	<i>2 to 4 days</i>	
Price per page of English interview tapes.	\$4.25 per page	\$10.00 per page	\$15.00 per page
Price per page of English Video tape.	\$8.50 per page	\$17.00 per page	\$25.50 per page
Price per page of Spanish to English interview tapes	\$18.00 per page	\$30.00 per page	\$45.00 per page
Price per page of Spanish to English Video tape.	\$30.00 per page	\$45.00 per page	\$60.00 per page