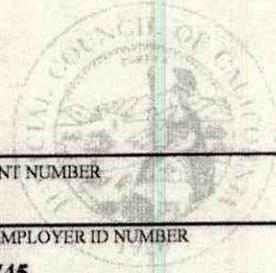


STANDARD AMENDMENT COVERSHEET (rev 11-06-13)



AGREEMENT NUMBER TCMA-200201	AMENDMENT NUMBER 18
FEDERAL EMPLOYER ID NUMBER 13-3036745	

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Master Agreement referenced above. As set forth in the Master Agreement, the term "Contractor" refers to **ADP, INC.**, and the term "Judicial Council" or "State" refers to the **JUDICIAL COUNCIL OF CALIFORNIA**.
2. Title of the Agreement: **Outsourced Payroll Services to the Superior Courts of California.**
3. This Amendment becomes effective on **January 1, 2016.**
4. The maximum amount that the Judicial Council may pay Contractor under the Agreement (as amended) is **Unchanged at \$400,000.08.**
5. The parties agree to amend **Master Agreement No. TCMA-200201** as follows:
PURSUANT TO THIS As set forth in the Amended and Restated Master Agreement No. TCMA-200201 attached hereto ("Master Agreement"), BETWEEN THE JUDICIAL COUNCIL AND THE CONTRACTOR:
 - a. The Contractor shall continue to provide Payroll Services to the Superior Courts of California, as further set forth in the Contract Documents.
 - b. The Term of this Agreement shall be extended from December 1, 2015 to **December 31, 2016.**
 - c. Amended and Restated Provision No. 3., Agreement Administration/Communication, in the Agreement's Exhibit B, General Terms and Conditions, is hereby deleted in its entirety and replaced with attached Provision No. 3., Agreement Administration/Communication, attached hereto and incorporated herewith.

Except as provided in this Amendment, all terms and conditions of the **Master Agreement No. TCMA-200201** (as previously amended, if applicable) remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) ADP, INC.
BY (Authorized Signature) 	BY (Authorized Signature)
PRINTED NAME AND TITLE OF PERSON SIGNING Ron Bacurin, Supervisor, Contracts, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING Dinora Sanchez, DVP/GM
DATE EXECUTED 4/29/16	DATE EXECUTED
ADDRESS Attn: Fiscal Services Office, Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attn: Dinora Sanchez, DVP West Region 4125 Hopyard Road Pleasanton, CA 94588

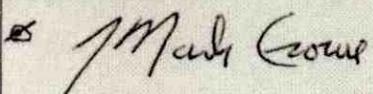
Judicial Council of California's Use Only

Agreement Number	TCMA 200201
Order/Amendment Number	18
Tracking Number	4
Requisition Number(s)	18106
Contractor Name	ADP, INC.

Agreement Funding Summary:

Item	Chapter	Statute	Fiscal Year	Program/Category	Fund Title	Amount
0250-605-0159	850	1997	2005 - 2006	N/A	Trial Court Improvement and Modernization Fund	\$200,000.00
0250-605-0159	850	1997	2006 - 2007	N/A	Trial Court Improvement and Modernization Fund	\$100,000.08
0250-605-0159	850	1997	2007 - 2008	N/A	Trial Court Improvement and Modernization Fund	\$100,000.00
0250-001-0001	10	2015	2015 - 2016	30/Judicial Council	General Fund	\$0.00
Amount Encumbered by this Document:				Prior Amount Encumbered for this Contract:		Total Amount Encumbered to Date:
\$0.00				\$400,000.08		\$400,000.08

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER	DATE
	4-29-2016

Agreement Funding Details:

Line & Dist.	Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
1-1	Trial Court Improvement and Modernization Fund	N/A	0250-605-0159	850	1997	2005 - 2006	0159-45121044-0751-59-05-0000	\$200,000.00
2-1	Trial Court Improvement and Modernization Fund	N/A	0250-605-0159	850	1997	2006 - 2007	0159-45081039-0751-59-06-0000	\$100,000.08
3-1	Trial Court Improvement and Modernization Fund	N/A	0250-605-0159	850	1997	2007 - 2008	0159-45121044-0417-59-07-0000	\$100,000.00
4-1	General Fund	30/Judicial Council	0250-001-0001	10	2015	2015 - 2016	0001-12081001-0378-00-15-0000	\$0.00

Judicial Council of California Standard Agreement
Amendment No. 18 to Master Agreement No. TCMA-200201 with ADP, Inc.

Provision No. 3 - Agreement Administration/Communication [Revised]

The following list includes provision(s) incorporated into Exhibit B, General Terms & Conditions, pursuant to this Amendment:

3. **Agreement Administration/Communication [Revised]**

A. **State's Project Manager. [Revised]**

The State's Project Manager for this Master Agreement is named below. All requests and communications about this Master Agreement shall be made through the State's Project Manager. Any Notice from the Contractor to the State shall be in writing to:

Diann Diamond is Project Manager from **12/1/2010 through 6/12/2013**

Diann Diamond, Project Manager
Judicial Council of California
455 Golden Gate Avenue, Room 7315
San Francisco, CA 94102-3688

Wade Love is Project Manager from **6/13/2013 through 12/31/15 [Revised]**

Wade Love, Project Manager
Judicial Council of California
455 Golden Gate Avenue, Room 5621
San Francisco, CA 94102-3688

Letty Ding is Project Manager beginning **1/1/2016 [New]**

Letty Ding, Project Manager
Judicial Council of California
455 Golden Gate Avenue, Room 5621
San Francisco, CA 94102-3688

B. **Court's Representative.**

- i. Under this Agreement, the Court's Representative shall act for the Court on all Work performed through Work Orders and will be the principal contact person between the Contractor for the day-to-day Work activity associated with the Work Order. The Court's Representative cannot make any changes to the Master Agreement.
- ii. The Court's Representative shall be responsible for the sign-off acceptance of all the Work required and submitted by Work Orders issued pursuant to this Agreement as further defined herein.

C. **Contractor's Account Representative.**

- i. The Account Representative for this Master Agreement is named below in C.iv. The Account Representative will be the principal contact person between the Contractor and the State and through whom all Work Orders must be presented.
- ii. The Contractor's Representative will notify the State's Project Manager of all potential Work Orders under development and will submit a copy of all authorized Work Orders to the State's Project Manager within seven (7) Days of the start of implementation. Additionally, the Contractor will submit a copy of all changes and amendments to the service or product provided under any initial Work Order within seven (7) Days of start of implementation of such change or amendment.

Judicial Council of California Standard Agreement
Amendment No. 18 to Master Agreement No. TCMA-200201 with ADP, Inc.

- iii. The Judicial Council will notify all Court's Representatives for individual Courts with valid Work Orders if the Master Agreement has been amended or terminated.
- iv. Notice to the Contractor shall be directed in writing to its Account Representative:

Ryan James from **January 11, 2013 and onward:**
4851 Torida Way
Yorba Linda, CA 92886
E-mail: Ryan.James@adp.com

D. State's Coordinator for the Court Accounting and Reporting System (now known as "Phoenix").
[Revised]

The State has elected to assign a Coordinator on behalf of the Courts utilizing or preparing to utilize the Phoenix System. Contractor will provide the Coordinator with Court related documents and documentation, including coordination of testing and access to specific reports and information solely for the purpose of facilitating reporting and processing of the Courts' payroll. The Coordinator named below will contact the Contractor when changes are made to the State's Phoenix System that may impact the Work of this Agreement. To the extent the Trial Courts utilize the Phoenix System, Contractor and the Coordinator will use commercially reasonable efforts to make the output generated from the Services compatible with the Phoenix System. The State will provide written Notice to Contractor if the State elects to change the Coordinator.

Shaneen Williams, Fiscal Supervisor *[Revised]*
Trial Court Administrative Services Division
Judicial Council of California
2850 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509
Telephone: 916 263-1877
E-mail: shaneen.williams@jud.ca.gov

E. State's Treasury Manager. *[Revised]*

The State has elected to assign a Manager of Treasury Services to manage treasury and banking services provided to the Trial Courts. The Manager of Treasury Services and other designees named below are authorized to contact the Contractor regarding banking related issues pertaining to any arrangement for the transfer of money by ADP on behalf of the Trial Courts or between ADP and the Trial Courts.

Greg Keil, Manager – Trust and Treasury Services
Finance Division – Office of Trial Court Financial Services
Judicial Council of California
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688
Telephone: 415 865-7956
E-mail: greg.keil@jud.ca.gov

Zlatko Theodorovic, Director and Chief Financial Officer
Finance Division
Judicial Council of California
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688
Telephone: 916 263-1397
E-mail: zlatko.theodorovic@jud.ca.gov

Judicial Council of California Standard Agreement
Amendment No. 18 to Master Agreement No. TCMA-200201 with ADP, Inc.

Marcus Bray, Senior Accountant

Finance Division – Trial Court Administrative Services
Judicial Council of California
2850 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509

Telephone: 916 263-2542
E-mail: marcus.bray@jud.ca.gov

Brian Simeroth, Senior Fiscal Analyst [Revised]

Finance Division – Trial Court Administrative Services
Judicial Council of California
2850 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509

Telephone: 916 263-5399
E-mail: brian.simeroth@jud.ca.gov

Errol Johnson, Fiscal Analyst [Revised]

Finance Division – Trial Court Administrative Services
Judicial Council of California
2850 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509

Telephone: 916 263-5782
E-mail: errol.johnson@jud.ca.gov

END OF PROVISION NO. 3 - AGREEMENT ADMINISTRATION/COMMUNICATION