

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA**

**STANDARD AGREEMENT** rev December 2016

AGREEMENT NUMBER

- In this agreement (“Agreement”), the term “Contractor” and “CAC” refers to \_\_\_\_\_, and the term “JBE” and “Court” refers to the **Superior Court of California, County of Santa Barbara**.
- This Agreement is effective as of \_\_\_\_\_ (“Effective Date”) and expires on \_\_\_\_\_ (“Expiration Date”). This Agreement includes one or more options to extend through \_\_\_\_\_.
- The maximum amount the JBE may pay Contractor under this Agreement is \$ \_\_\_\_\_ (the “Contract Amount”). The maximum amount the JBE may pay Contractor is (i) \$ \_\_\_\_\_ during the Initial Term, and (ii) \$ \_\_\_\_\_ during the Option Term.
- The purpose or title of this Agreement is: **Children’s Waiting Rooms, Child Care Services**.

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

- The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Appendix A – Goods and Services  
 Appendix B – Payment Provisions  
 Appendix C – General Provisions  
 Appendix D – Defined Terms

Attachment A - Unruh Civil Rights Act and FEHA Certification  
 Attachment B - Darfur Contract Act Certification  
 Attachment C – General Certification  
 Attachment D – Employee/Volunteer Statement Form (CLETS)

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Superior Court of California                      County of Santa Barbara</b>	
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Darrel E. Parker, Superior Court Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS <b>1100 Anacapa Street, 2<sup>nd</sup> Floor                      Santa Barbara, CA 93101</b>	ADDRESS

**APPENDIX A**  
**GOODS AND SERVICES**

**1. Background and Purpose.**

- The JBE requires services to staff two (2) Children’s Waiting Rooms (CWR’s) in the County of Santa Barbara Superior Courts.
- The North County Children’s Waiting Room is located in the Santa Maria Juvenile Division. The designated space is approximately 205 square feet. The number of children that visit the room per month ranges from 20 to 85 children, with an average length of stay 1.57 hours.
- The South County Children’s Waiting Room is located in the Figueroa Courthouse in Santa Barbara. The room is approximately 400 square feet and includes designated children’s restrooms. The number of children that visit the room per month ranges from 19 to 101 children, with an average length of stay 2.76 hours.
- Both rooms are equipped with age-appropriate furnishings, including a table and chairs, a television, a DVD player, toys and books.

**2. Services.** Contractor shall perform the following services (“Services”):

**2.1 Description of Services.**

- The Children’s Waiting Rooms shall operate on a drop-in basis. They shall be available to children whose parents or guardians attend a court hearing as a litigant, witness, or for other court purposes as determined by the JBE in accordance with Government Code Section 70640(a).
- The Children’s Waiting Rooms shall be free of charge to any and all users.
- Users shall sign-in and agree in writing to abide by all established procedures.
- The Children’s Waiting Rooms are available to serve children ages 2 ½ years to 12 years of age, and all children utilizing the room must be toilet trained.
- Contractor shall comply with all contractual obligations imposed by Court.
- A start-up plan and timetable, including but not limited to hiring, orientation, start of care, and accountability procedures. Court will assist in developing forms to be used in the facility, including parent release forms and others.
- Develop administrative, personnel, and child supervision policies that reflect an understanding of Court requirements (in conjunction with the Court Project Manager).
- Employ child safety, infection control, facility cleaning, and maintenance procedures that protect children from hazards and harm while reducing the incidence of illness or injury.
- Obtain adequate and appropriate liability insurance coverage and professional liability insurance for the facility, including insurance for its personnel, clients, and staff.
- Institute and maintain a high-quality, age-appropriate children’s waiting room facility and program that meet the emotional, social, developmental, and physical needs of all children that may use the waiting rooms.
- Provide daily activities appropriate for each age group served by Contractor.

**2.2 Hours of Operation:**

- Contractor shall operate the Children’s Waiting Rooms in Santa Maria and Santa Barbara for 52 weeks per year in each location, excluding Court Holidays, or Any Court Closure or Furlough Days.
- The Santa Maria Juvenile Court’s and the Figueroa Courthouses Children’s Waiting Rooms shall operate five (5) days per week as listed below:

Santa Maria Juvenile Division	
Days	Hours
Monday – Friday	8:00 am – 12:00 pm 1:00 pm – 5:00 pm

Figueroa Courthouse	
Days	Hours
Monday - Friday	8:00 am – 12:00 pm 1:00 pm – 5:00 pm

- The days and hours of operation are subject to change should funding be reduced, changes occur to court schedules, including furloughs or closures, or any other determination is made that reasonably warrant the change.
- Any changes to the schedule shall be made by written Notice and modified in the form of a written Amendment.

**2.3 Closures.** The Children’s Waiting Room will be closed on the following Court holidays listed below:

- January 1, New Year’s Day
- The third Monday in January, Martin Luther King Jr. Day
- February 12, Lincoln’s Birthday
- The third Monday in February, President’s Birthday
- March 31, Cesar Chavez Day
- The last Monday in May, Memorial Day
- July 4, Independence Day
- The first Monday in September, Labor Day
- The second Monday in October, Columbus Day
- November 11, Veterans Day
- The fourth Thursday in November, Thanksgiving Day
- The fourth Friday in November, the day after Thanksgiving Day
- December 25, Christmas Day

At the issuance of this Agreement, June 19<sup>th</sup> is expected to be recognized as a State Court Holiday, known as Juneteenth.

If a holiday occurs on a Saturday, the preceding Friday is observed as that holiday. If a holiday occurs on a Sunday, the following Monday will be observed as that holiday. Contractor is responsible for obtaining a schedule of holidays from the Court. The JBE reserves the right to change holidays and will provide Contractor with reasonable Notice regarding any date changes.

- A. Contractor shall provide training and support for staff working in the Children’s Waiting Rooms on the following Court Holiday Schedule and shall provide JBE with certificates training completed.

- February 12, Lincoln’s Birthday
- March 31, Cesar Chavez Day
- The second Monday in October, Columbus Day

- B. Contractor shall not invoice the JBE for the training days.

**2.4 Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

**2.5 Contractual Obligations.** Contractor must comply with all contractual obligations imposed by the Court.

- In conjunction with the Court Project Manager, maintain comprehensive administrative, personnel and child supervision policies which meet the needs of the Court environment.
- Employ child safety, infection control, facility cleaning and maintenance procedures that protect children from hazards and harm while reducing the incidence of illness or injury.
- Obtain adequate and appropriate insurance coverage as detailed in Appendix C, General Provisions, Section 3.
- Maintain high-quality, age-appropriate children’s waiting room facilities and programs that meet the emotional, social, developmental, and physical needs of all children that may use the waiting rooms.
- Provide daily activities appropriate for each age group served by the waiting rooms.
- Provide an area that is appropriate for gross motor play where children may engage in that type of play in a manner that is safe and comfortable.
- Provide attractive, well-maintained, and diverse educational and recreational equipment, toys, and supplies that are interesting and developmentally appropriate to the children served.
- Ensure that all toys and equipment are safe and do not pose a choking or other hazards.
- Ensure that educational and play materials contained in the waiting room reflect a range of racial, ethnic, linguistic, and family structure models.
- Offer simple nutritious snacks to children on a flexible schedule that meets the needs of children who arrive at any time during the day.
- Develop non-punitive, child-centered rules regarding children’s behavior and the respectful supportive management of that behavior. Establish methods that effectively deal with separation anxiety, stress, and fear in the children throughout their visit to the waiting room.
- Establish procedures and practices for appropriately and thoughtfully dealing with departures, arrivals, separations between children and their families, toileting, napping, and other transitions.
- Provide in a non-threatening, non-judgmental, and non-intrusive manner, materials for parents and older children who may desire family support and assistance with emotional, social, psychological, and developmental problems. Material should be available in both English and Spanish when possible.

**2.6 Qualifications and Staffing.**

- Maintain employees and volunteers for the waiting rooms that are appropriate and effective role models for the children.
- Children’s Waiting Room staff (“Teachers”) should possess an AA degree or the equivalent from a two-year college in Early Childhood Education or child Development and sixteen (16) units of general education plus a minimum of 175 days experience as a Teaching Assistant.

- Teachers should be bilingual in English and Spanish, and must possess the computer knowledge necessary to fulfill the job requirements.
- Implement an employee and volunteer screening and reference check system that ensures employees are appropriate for children’s waiting rooms, including screenings for substance abuse and a history of child abuse. Personnel must successfully pass a criminal background check and drug test prior to performing any Work. Results of the criminal background check and drug test shall be released to JBE prior to the start of any new staff working on site.
- Ongoing procedures and practices for the monitoring of employee and volunteer performance.
- Conduct regular and timely performance reviews for all staff of the waiting rooms and follow established procedures for hiring, discipline, and termination.
- Provide for ongoing recruitment and monitoring of suitable volunteers and regular staff that reflect the racial, economic, linguistic, and ethnic diversity of Santa Barbara County.
- Contractor shall provide a record to the JBE of each of its employees working on this Agreement as follows:
  - Name, address, and telephone number
  - Date of Birth
  - Court Work Location
  - Work Classification and Rate of Pay
  - Emergency Contact Information
- Prior to working on site, the JBE must receive from Contractor, a signed and dated Employee/Volunteer Statement Form (CLETS) Agreement, Attachment D, from each employee to work on site.
- Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor’s personnel, by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt Notice to JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises the person is unacceptable to the Court.

## 2.7 Documentation and Statistics

Monitor and document the number of children and families served, and the effectiveness of its work with children, and submit the documentation monthly with each invoice for services.

Give all clients who utilize the waiting rooms an opportunity to complete an anonymous satisfaction survey.

Establish and follow procedures that obtain, to the greatest extent possible, on an ongoing basis, input from those JBE personnel whose work is affected by the presence or absence of children.

Document program utilization by keeping accurate monthly statistics regarding children and families using the waiting room.

- 2.8 **Security.** Working with the Court’s security officials and Project Managers, maintain current safety and security procedures that strictly control access to the children’s waiting rooms and effectively respond to legal and physical custodial arrangements for children, emergency situations, the remand of parents into custody by the Court, and failure of parents to reclaim their children from the center at the appropriate time, all in a manner that minimizes anxiety, fear, and disruption for the child.
- 2.9 **Project Managers.** The JBE’s project manager is: Mary Allen in the North County, and Angela Braun in the South County. The JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: \_\_\_\_\_ in the North County and \_\_\_\_\_ in the South County. Subject to written approval by the JBE, Contractor may change its project manager without need for an amendment to this Agreement.

North County Santa Maria Juvenile JBE Project Manager
Mary Allen Judicial Services Supervisor <a href="mailto:mallen@sbcourts.org">mallen@sbcourts.org</a> 805-614-6654 4285 California Blvd. Santa Maria, CA 93455

South County Figueroa Courthouse JBE Project Manager
Angela Braun Judicial Services Manager, Sr. <a href="mailto:abraun@sbcourts.org">abraun@sbcourts.org</a> 805-882-4723 118 East Figueroa Street Santa Barbara, CA 93101

Contractor Project Manager

Contractor Project Manager

- 2.10 **Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the JBE’s acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.
- 2.11 **Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 2.12 **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all JBE-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.

### 2.13 Stop Work Orders.

- A. The JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
  - B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The JBE shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
    - i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
    - ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the JBE decides the facts justify the action, the JBE may receive and act upon a proposal submitted at any time before final payment under this Agreement.
  - C. The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
3. **Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by the JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**APPENDIX B**

**Payment Provisions**

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Agreement Amount.** Contractor estimated the costs necessary to complete the Work. JBE’s acceptance of Contractor’s proposal and price does not relieve Contractor from sole responsibility for the accuracy of its estimate and timely completion of the Work.
3. **Compensation for Services.**

3.1 **Salaries and Benefits.** JBE shall compensate Contractor for actual costs, for services at each children’s waiting room, at the following rates:

**South County Waiting Room:**

Classification	Maximum Hours per Week	Maximum Hours	Rate	Annual Maximum Amount
Program Manager	2	104	\$	\$
Teacher – South County	40	2,080	\$	\$
Substitute Teacher	3.2	166.4	\$	\$
<b>Total Salaries</b>				<hr/> \$
Fringe Benefits			37%	\$
<b>Total Salaries and Benefits</b>				<hr/> <hr/> \$

**North County Waiting Room:**

Classification	Maximum Hours per Week	Maximum Hours	Rate	Annual Maximum Amount
Program Manager	2	104	\$	\$
Teacher – North County	35	1,820	\$	\$
Substitute Teacher	3.2	166.4	\$	\$
<b>Total Salaries</b>				<hr/> \$

Fringe Benefits	37%	\$
<b>Total Salaries and Benefits</b>		<b>\$</b>

- A. Contractor shall not exceed, nor bill the JBE, in excess of the above listed hours of services without written consent from JBE.
- B. Contractor shall not charge, nor shall JBE pay, any overtime rate.
- C. A Substitute Teacher is a replacement for the regular Teacher when the regular Teacher is unavailable. Only one person in the classroom shall be paid as a teacher at a time, with the exception of up to four (4) hours of training for a new teacher as needed.

3.2 **No Advance Payment.** The JBE will not make any advance payment for Services.

4. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JBE.

4.1 **Classroom Expenses.** Actual costs for supplies and food shall be reimbursed up to the annual maximum amount. All classroom supplies purchased and/or donated for this project are to remain the sole property of the JBE.

Classroom Operating Expenses	Frequency	Rate	Annual Maximum Amount
Supplies (paper, washable tempera paint & markers, crayons, glue, etc.)	12	\$	\$
Food for snacks (juice, crackers, carrots, apples, etc. & paper goods)	52	\$	\$
New or replacement classroom supplies	<i>As Needed</i>		\$
<b>Total Allowable Classroom Expenses</b>			<b>\$</b>

4.2 **Other Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense: The amounts listed below are allowable expenses for each children’s waiting room except where an exception is otherwise noted.

- A. Mileage shall be reimbursed at the Federal IRS Rate for Program Manager Oversight, food purchases, etc. Mileage is estimated at \$264 per year, per room.
- B. Parking (*Santa Barbara Location Only*). If parking is required, Contractor shall include the actual cost for reimbursement and proof of payment with each monthly invoice.

4.3 **Equipment & Furniture.** All equipment and furniture must be pre-approved by the JBE before the cost is incurred. All equipment and furniture purchased and/or donated for this project shall remain the property of the JBE.

- 4.4 **Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

SAMPLE

4.5 **Summary of Expenses.**

Expense	Santa Maria Location	Santa Barbara Location	Annual Maximum Amount
Total Salaries and Benefits	\$	\$	\$
Total Classroom Expenses	\$	\$	\$
Total Direct Costs	\$	\$	\$
Indirect Costs ( <i>at 8.5%</i> )	\$	\$	\$
Other Allowable Expenses	\$	\$	\$
Annual Total	\$	\$	\$

4.6 **Expense Limit.** Contractor shall not invoice the JBE, and the JBE has no obligation to reimburse Contractor, for expenses of any type that exceed in the aggregate the amount of: \$ for the Initial Term and \$ for the Option Term.

5. **Invoicing and Payment**

5.1 **Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor’s invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

- A. Invoices shall clearly indicate:
  - i. This Agreement number.
  - ii. Unique invoice number (*separate invoice for each courthouse location*).
  - iii. Contractor’s name and address.
  - iv. Taxpayer ID number.
  - v. Detailed listing of dates and hours worked separated by court location and job classification.
  - vi. Brief description of operating supplies purchased. (Attach sufficient back-up and receipts for all purchases).
  - vii. Preferred remittance address.
- B. Contractor shall include with the monthly invoice a completed Summary of Actual Payroll Hours showing hours allocated to this project.
- C. Contractor shall organize the invoice and supporting documentation in an easy to understand format.

- D. Contractor shall include on each monthly invoice the percentage used for indirect costs and fringe benefits.
- E. Contractor shall provide with each monthly invoice a copy of the monthly statistics showing the number of children and families using the waiting rooms.

SAMPLE

F. Contractor shall submit invoices to: [ap@sbcourts.org](mailto:ap@sbcourts.org)

*If by mail to:*

Attn: Accounts Payable  
Finance Department  
Superior Court of Santa Barbara County  
1100 Anacapa Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

G. Invoice, billing questions, and questions regarding this Agreement, shall be directed to the following JBE representative:

Ammon M. Hoenigman  
Accounting Supervisor  
[ahoenigman@sbcourts.org](mailto:ahoenigman@sbcourts.org)  
805-882-4674

- 5.2 Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
- 5.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
- 6. Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

## APPENDIX C

### General Provisions

#### 1. Provisions Applicable to Services

- 1.1 **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 **Background Checks.** Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.

#### 2. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBE if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
- 2.3 **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 **No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 **No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.

- 2.7 **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 **Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation, or violation of, any third party's intellectual property right.
- 2.11 **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

### 3. Insurance

- 3.1 **Basic Coverage.** Contractor shall provide and maintain at the JBE's discretion and Contractor's expense the following insurance during the Term:
- A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
  - B. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
  - C. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
  - D. *Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission

committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

- E. *Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$1,000,000.
- 3.2 **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 **Deductibles and Self-Insured Retentions.** Contractor shall declare to the JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 **Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- 3.6 **Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the JBE.
- 3.7 **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JBE's prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
- 5. Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the JBE may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
- 6. Tax Delinquency.** Contractor must provide notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
- 7. Termination**
- 7.1 Termination for Convenience.** The JBE may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the JBE, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- 7.2 Termination for Cause.** The JBE may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this

Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

**7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

**7.4 Termination for Changes in Budget or Law.** The JBE's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The JBE may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBE if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

**7.5 Rights and Remedies of the JBE.**

**A. *Nonexclusive Remedies.*** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the JBE may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JBE's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

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

**C. *Delivery of Materials.*** In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE's termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE's termination Notice.

**7.6 Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

8. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
9. **Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<p><u>With a copy to:</u></p>	<p>Darrel E. Parker            Superior Court Executive Officer            Superior Court of Santa Barbara County            312 East Cook Street            Santa Maria, CA 93454</p> <p><u>With a copy to:</u>            Patrick Ballard            Chief Financial Officer            Superior Court of Santa Barbara County            1100 Anacapa Street, 2<sup>nd</sup> Floor            Santa Barbara, CA 93101</p>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10. **Provisions Applicable to Certain Agreements.** The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

10.1 **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.2 **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.

10.3 **Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the

names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
- 10.6 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.
- 10.7 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

## 11. Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBE. Contractor has no authority to bind or incur any obligation on behalf of the JBE. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the JBE or its designees to review and audit Contractor’s (and any subcontractors’) documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining

such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.

- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the JBE ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE.
- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the JBE is effective only if expressly agreed in writing by a duly authorized officer of the JBE. Any waiver or failure to

enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of God, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

## APPENDIX D

### Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

**“Agreement”** is defined on the Coversheet.

**“Contractor”** is defined on the Coversheet.

**“Confidential Information”** means: (i) any information related to the business or operations of the JBE, including information relating to the JBE’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBE’s satisfaction that: (a) Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

**“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

**“Contract Amount”** is defined on the Coversheet.

**“Coversheet”** refers to the first page of this Agreement.

**“Deliverables”** is defined in Appendix A.

**“Effective Date”** is defined on the Coversheet.

**“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

**“Goods”** is defined in Appendix A.

**“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

**“JBE” is defined on the Coversheet.**

**“Judicial Branch Entity”** or **“Judicial Branch Entities”** means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

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

**“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the JBE.

**“PCC”** refers to the California Public Contract Code.

**“Services”** is defined in Appendix A.

**“Stop Work Order”** is defined in Appendix B.

**“Term”** comprises the Initial Term and any Option Terms.

SAMPLE