**JUDICIAL COUNCIL OF CALIFORNIA**

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **STANDARD AGREEMENT COVERSHEET** (rev 07-14-15) | | | | | | | |
|  | | |  | | | AGREEMENT NUMBER | |
|  | | |  | | | **@Agreement Number** | |
| FEDERAL EMPLOYER ID NUMBER | | |
|  | | | | | | **@Fed. Employer ID Number** | |
| 1. | In this agreement (the “Agreement”), the term “Contractor” refers to **TBD**, and the term **”Judicial Council”** refers to the **Judicial Council of California**. | | | | | | |
| 2. | This Agreement becomes effective as of | **TBD** | | (the “Effective Date”) and expires on | | | **TBD**. |
|  | | | | | | | |
| 3. | The title of this Agreement is: **Coordinate Annual California Youth Court Summit, June 21-23, 2018**.  The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement. | | | | | | |
| 4. | The maximum amount that the Judicial Council may pay Contractor under this Agreement is **$TBD**. | | | | | | |
|  | | | | | | | |
| 5. | The parties agree to the terms and conditions of this Agreement and RFP-CFCC-2017-13-LB acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence:  Exhibits A, B, C, D, and E. | | | | | | |
|  | | | | | | | |
|  | Exhibit A, Standard Provisions;  Exhibit B, Special Provisions;  Exhibit C, Payment Provisions;  Exhibit D, Work to be Performed; and,  Exhibit E, Attachments,including: Attachment 1, Acceptance and Signoff Form(include all documents, exhibits, schedules, riders, certificates, and/or attachments). | | | | | | |
|  |  | | | | | | |

|  |  |
| --- | --- |
| **JUDICIAL COUNCIL’S SIGNATURE** | **CONTRACTOR’S SIGNATURE** |
| **Judicial Council of California**  **Sample Only – Do Not Sign** | CONTRACTOR’S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)*  @Ktr |
| BY *(Authorized Signature)*  ✍ | BY *(Authorized Signature)*  ✍ |
| PRINTED NAME AND TITLE OF PERSON SIGNING  @name and title | PRINTED NAME AND TITLE OF PERSON SIGNING |
| DATE EXECUTED | DATE EXECUTED |
| ADDRESS  Attn: Procurement  Branch Accounting and Procurement | Administrative Division  455 Golden Gate Avenue, 6th Floor  San Francisco, CA 94102-3688 | ADDRESS  Attn: |

EXHIBIT A

STANDARD PROVISIONS

1. Indemnification

##### The Contractor shall indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

1. Relationship of Parties

##### The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

1. Termination for Cause

##### The Judicial Council may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the Judicial Council may proceed with the Work in any manner it deems proper. The cost to the Judicial Council to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

1. No Assignment

##### Without the written consent of the Judicial Council, the Contractor shall not assign this Agreement in whole or in part.

1. Time of Essence

##### Time is of the essence in the performance of Work under this Agreement.

1. Validity of Alterations

##### Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

1. Consideration

##### The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

EXHIBIT B

SPECIAL PROVISIONS

1. Definitions

##### Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

* 1. “**Administrative Director of the Courts**” refers to that individual, or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
  2. “**Amendment**” means a written document issued by the Judicial Council and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
  3. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
  4. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”
  5. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to do the Contract Work. The Contractor is one of the parties to this Agreement.
  6. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
  7. “**Day**” means calendar day, unless otherwise specified.
  8. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Judicial Council for acceptance
  9. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the Judicial Council are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
     1. Acts of God or the public enemy;
     2. Acts or omissions of any government entity;
     3. Fire or other casualty for which a party is not responsible;
     4. Quarantine or epidemic;
     5. Strike or defensive lockout; and,
     6. Unusually severe weather conditions.
  10. “**Judicial Council Standard Agreement**” means the form used by the Judicial Council to enter into agreements with other parties. Several originally signed, fully executed versions of the Judicial Council Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart**.”
  11. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
  12. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
      1. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
      2. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
  13. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the Judicial Council and the Judicial Council’s representatives.
  14. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the Judicial Council may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
  15. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
  16. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Judicial Council.
  17. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Contractor, which is not a party to this Agreement.
  18. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the Judicial Council. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

1. Termination Other Than for Cause
   1. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the Judicial Council may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
   2. If the Judicial Council terminates all or a portion of this Agreement other than for cause, the Judicial Council shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.
2. Judicial Council's Obligation Subject to Availability of Funds
   1. The Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. The Judicial Council may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the Judicial Council may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or default.
   2. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
      1. The Judicial Council will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
      2. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
   3. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.
3. Stop Work
   1. The Judicial Council may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the 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, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either:
      1. Cancel the Stop Work Order; or
      2. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
   2. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The Judicial Council shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
      1. The Stop Work Order results in an increase in the time required for, or in the Contractor’s cost properly allocable to the performance of any part of this Agreement; and
      2. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the Judicial Council decides the facts justify the action, the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
   3. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the Judicial Council’s Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the Judicial Council shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
   4. The Judicial Council shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.
4. Agreement Administration / Communication
   1. Under this Agreement, the Project Manager, TBD, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager.
   2. Any Notice from the Contractor to the Judicial Council shall be in writing and shall be delivered the Project Manager as follows:

##### TBD, Project Manager

##### Judicial Council of California

455 Golden Gate Avenue

San Francisco, CA 94102-3688

* 1. Notice to the Contractor shall be directed in writing to:

@Ktr

@Attn

@Address1

@Address2

1. Manner of Performance of Work

##### The Contractor shall complete all Work specified in these Contract Documents to the Judicial Council's satisfaction and in compliance with the Nondiscrimination / No Harassment Clause, as set forth in this Exhibit B.

1. Subcontracting

##### The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the Judicial Council agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

1. Acceptance of the Work

* 1. The Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
  2. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
     1. Timeliness: The Work was delivered on time;
     2. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
     3. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
  3. The Contractor shall provide the Work to the Judicial Council, in accordance with direction from the Project Manager. The Judicial Council shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The Judicial Council’s Project Manager shall use the Acceptance and Signoff Form, provided as Exhibit E, Attachment 1 to this Agreement, to notify the Contractor of the Work’s acceptability.
  4. If the Judicial Council rejects the Work provided, the Judicial Council’s Project Manager shall submit to the Contractor a written rejection using Exhibit E, Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the Judicial Council rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
  5. If the Project Manager requests further change, the Contractor shall meet with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the Courts and a principal of the Contractor, as set forth in subparagraph F below.
  6. If agreement cannot be reached between the Judicial Council’s Project Manager and the Contractor on the Work’s acceptability, a principal of the Contractor and the Administrative Director of the Courts (or designee), shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the Courts (or designee), or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director of the Courts (or designee), in the reasonable time established by the Administrative Director of the Courts, the Judicial Council may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Judicial Council may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

1. Standard of Professionalism

##### The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

1. Services Warranty

##### The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

(Include one of the following, if some warranty of work is desired:)

1. Permits and Licenses

##### The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

This provision may apply when Contract is written on behalf of another judicial entity, such as a trial court:

1. Copyrights and Rights in Data

##### All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the Judicial Council.

1. Ownership of Results

##### Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the Judicial Council. Upon the Judicial Council's written request, the Contractor shall provide the Judicial Council with all this Data within thirty (30) Days of the request.

(Optional additional paragraph:)

##### The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the Judicial Council.

1. Limitation on Publication

##### The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the Judicial Council without prior review and written permission by the Judicial Council’s Business Services Manager.

(Optional additional paragraph:)

##### The Judicial Council review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the Judicial Council shall provide its reasons for denial in writing.

1. Limitation on Judicial Council's Liability

##### The Judicial Council shall not be responsible for loss of or damage to any non-Judicial Council equipment arising from causes beyond the Judicial Council's control.

(Modify and include the following appropriate paragraphs for consulting work. To help substantiate any future issues, it would be beneficial to incorporate consultants resumes, at least for designated key personnel:)

1. Contractor's Personnel--Replacement
   1. The Judicial Council reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Judicial Council under this Agreement if in the Judicial Council's opinion, the performance of the Contractor’s personnel is unsatisfactory. The Judicial Council agrees to provide Notice to the Contractor in the event it makes such a determination. If the Judicial Council exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
   2. If any of the Contractor's personnel become unavailable, or are disapproved in accordance with subparagraph A, above, during the term of this Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
   3. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the Judicial Council’s Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor’s Project contact.
2. Background Check Requirements

(if prudent)

Contractor shall cooperate with the Judicial Council if the Judicial Council wishes to perform any background checks on Contractor’s personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Judicial Council of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Judicial Council: (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 Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council.

1. Changes and Amendments

##### Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council Standard Agreement.

1. Accounting System Requirement

##### The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

1. Retention of Records

##### The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

1. Audit

##### The Contractor shall permit the authorized representative of the Judicial Council or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the Judicial Council under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

1. Insurance Requirements

(Tailor this provision as necessary. See Optional Special Provisions for additional insurance requirements or alternate insurance provisions located in the end of file.)

* 1. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

(Alternate Provisions and option (sub)paragraphs are located at end of exhibit B. Modify insurance coverage as appropriate. Consider type of work, contractor, and solicitation document and discuss with Business Services Manager if assistance is needed.)

* 1. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
     1. Workers' Compensation at statutory requirements of the state of residency.
     2. Employers' Liability with limits not less than **$1,000,000.00** for each accident.
     3. Commercial General Liability Insurance with limits not less than **$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
     4. Business Automobile Liability Insurance with limits not less than **$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
  2. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the Judicial Council and shall be the sole responsibility of the Contractor.
  3. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
     1. The Judicial Council Modify additional insured to include appropriate constituents, i.e. appropriate courts, if not included in list and coverage is necessary.)
     2. The Judicial Council, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
     3. To the extent of the Contractor’s negligence, the Contractor’s insurance coverage shall be primary insurance as respects the Judicial Council, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Judicial Council, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
     4. The Contractor’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.
  4. The Contractor shall provide the Judicial Council certificates of insurance satisfactory to the Judicial Council evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the Judicial Council's request.
  5. If at any time the foregoing policies shall be or become unsatisfactory to the Judicial Council, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Judicial Council, the Contractor shall, upon Notice to that effect from the Judicial Council, promptly obtain a new policy, and shall submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.

(Modify number of days and address information, as appropriate – consider solicitation document.)

* 1. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the Judicial Council of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council of California, Manager, Business Services, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102-3688.

1. Confidentiality

(see Alternate Provisions for other confidentiality provisions located at end of exhibit B)

* 1. Both the Judicial Council and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council may disclose Confidential Information to the Contractor.
  2. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the Judicial Council’s Confidential Information on a “need to know” basis to the Contractor’s employees and Subcontractors and, as directed by the Project Manager, representatives of the Judicial Council that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor’s clients and business.
  3. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

1. Conflict of Interest
   1. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of state funds or that are sponsored by the Judicial Council if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
   2. The Contractor certifies and shall require any Subcontractor to certify to the following: Former Judicial Council employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.
2. Covenant Against Gratuities

##### The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the Judicial Council with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Judicial Council will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

1. Drug-Free Workplace

##### The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

1. Americans with Disabilities Act

Provision revised per Mary Roberts 10/25/02

##### By signing this Agreement, Contractor assures the Judicial Council that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

1. Judicial Branch Contracting Law Provisions

This JBCL Appendix contains the provisions required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law. In this appendix, (i) “Agreement” refers to the agreement into which this appendix is incorporated, (ii) “JBE” refers to the California judicial branch entity that is a party to the Agreement, (iii) “Contractor” refers to the other party to the Agreement, and (iv) “Consulting Services” refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

28.1 **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

28.1.1 **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 section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 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 has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.

28.1.2 **National Labor Relations Board.** 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.

28.1.3 **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.

* 1. **Provisions Applicable Only to Certain Agreements.** The provisions in this section are ***applicable only to the types of agreements specified in the title of each subsection***. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.
     1. **Agreements over $10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.
     2. **Agreements over $50,000.** No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).
     3. **Agreements of $100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, 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 provisions of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, 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. **Contractor certifies, under penalty of perjury**, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); (iii) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code), and (iv) any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code.
     4. **Agreements for Services over $200,000 (Excluding Consulting Services).** 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.
     5. **Agreements of $1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
     6. **Agreements for the Purchase of Goods.** Contractor shall not sell or use any article or product as a “loss leader” as defined in Business and Professions Code section 17030.
     7. **Agreements for the Purchase of Certain Goods, and Printing, Janitorial, and Building Maintenance Services Agreements.** If Contractor will sell to the JBE, or use in the performance of this Agreement, 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), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) 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.
     8. **Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services.** Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the JBE.
     9. **Agreements relating to DVBE Incentive.**  This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
     10. **Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
     11. **Agreements for Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than $50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm’s offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

28.2.12 **Agreements Allowing for Reimbursement of Contractor’s Costs.** Contractor must include with any request for reimbursement from the JBE a certification that the 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.

* + 1. **Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.**  Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.
    2. **Agreements that the JBE Cannot Terminate for Convenience.** The JBE's obligations under this Agreement are subject to the availability of applicable funds. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, if expected or actual funding is withdrawn, reduced, or limited in any way. If this Agreement is terminated for nonavailability of funds, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total contract amount.
    3. **Agreements relating to small business preference.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor’s failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency (“NVSA”), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

1. California Law

##### This Agreement shall be subject to and construed in accordance with the laws of the State of California.

Per Mary Roberts and Grant Walker on9/9/02: OGC needs to revise the Dispute Resolution provision, so do not include the following Dispute Resolution provision in contracts:

Dispute Resolution

The parties shall deal in good faith and attempt to resolve potential disputes informally. The parties agree that all disputes arising out of or relating to this Agreement that cannot be resolved informally shall first be submitted to non-binding mediation. If said non-binding mediation is unsuccessful, the parties agree to submit all disputes to binding arbitration to be held in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, as such rules shall be in effect on the date of delivery of demand for arbitration. Such arbitration shall be held in San Francisco, California. The arbitration of such issues, the determination of the amount of any damages of either party, or the decision of the arbitrator, or a majority of the arbitrators, shall be final and binding on both parties. All fees associated with the arbitration shall be borne equally by the parties, and each party shall bear its own attorney fees and costs.

1. Severability

##### If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

1. Waiver

##### The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

1. Signature Authority

##### The parties signing this Agreement certify that they have proper authorization to do so.

1. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein

1. Entire Agreement

##### This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the Judicial Council.

END OF EXHIBIT

EXHIBIT C

PAYMENT PROVISIONS

The following provision is optional for payment terms that need to be defined:

1. Contract Amount
   1. The total amount the Judicial Council may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, shall be the actual costs not to exceed the Contract Amount of **$TBD** as set forth in this Exhibit.

(The following paragraph is optional:)

* 1. The Contractor has estimated the costs and expenses necessary to complete the Work. The Judicial Council’s acceptance of the Contractor’s proposal and price does not (i) imply that the Judicial Council approves of or adopts the Contractor’s plan, means, methods, techniques, or procedures required to perform the Work, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work of this Agreement within the total amount for compensation set forth herein.

1. Payment for Contract Work

(If Work is lump sum or firm fixed price, modify and include the following – payment schedule should reflect any progress payments allowable too:)

* 1. For performing the Work of this Agreement, the Judicial Council shall compensate the Contractor at the firm fixed prices,as set forth in Table 1, below, for the completion and acceptance of each Deliverable, as set forth in Exhibit D, Work to be Performed, inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the Judicial Council.

# **Table 1: Firm Fixed Price and Due Date per Deliverable**

| **Deliverable(s)** | **Due Date** | **Firm Fixed Price** |
| --- | --- | --- |
| **First Deliverable**: Pre-Planning stage   1. Research and identify viable location for youth summit in the Northern California region. 2. Meet with conference services at the established location to discuss logistics, costs, and services available. 3. Discuss with Planning Committee on regularly scheduled conferences calls, the potential location, costs, and services offered by venue. Provide the Judicial Council, CFCC with copies of conference call agendas. 4. Furnish the Judicial Council, CFCC with an executed contract between Contractor and venue, which shall include information on the costs of services such as, but not limited to, the lodging, meals, and snacks. | April 4, 2018 | $ |
| **Second Deliverable**: Planning stage   1. Submit a copy of the draft agenda for the summit. 2. Provide the Judicial Council, CFCC with information on research, coordination and booking of guest speaker(s). 3. Continue bi-weekly planning committee conference calls to discuss final planning stages. Furnish the Judicial Council, CFCC with copies of the agenda from the conference calls. 4. Solicit and provide plenary speaker(s) and faculty for the summit. 5. Provide the Judicial Council, CFCC with workshop descriptions and faculty names. If requested by JCC contractor may be required to provide executed agreement(s) between their subcontractors | May 2, 2018 | $ |
| **Third Deliverable**: Post event   1. Provide the Judicial Council, CFCC with the number of all registered attendees (sorted by youth, adults, faculty, and JCC Staff.) 2. Submit a report to Judicial Council, CFCC that includes the final number of attendees, final program, and any issues that arose during the summit and how those issues were resolved. 3. Submit copies of evaluations from the summit for future review and reference. | June 30, 2018 | $ |
| **Fourth Deliverable*:***   1. Conduct a meeting at the summit between the Planning Committee and the contractor for the purpose of strategically planning for future Youth Court Summits and Youth Court Regional Roundtables, which are an extension of the summit for youth courts in California. Submit a final report that includes:    * Total number of registered guests for this year’s summit, which will be used to gauge the location for the 2019 summit;    * Revised evaluation format, evaluation content and evaluation delivery for next year’s summit;    * Number of counties and youth courts represented at the summit to better determine outreach efforts for the next year’s summit; and    * Describe how outcomes of the Youth Court Summit event should inform the content and structure for the Youth Court Regional Roundtables, whose purpose is to offer additional training and information to youth courts in California, comparable to what is offered at the annual Youth Court Summit. 2. Coordinate and manage a southern and northern biannual Youth Court Regional Roundtables whose purpose is to offer training and assistance to local courts on creating effective youth courts in California. Youth courts provide restorative justice to first time youth offenders utilizing a multidisciplinary approach, i.e. drug/alcohol counseling, anger management counseling/classes, and, when necessary, using a trauma-informed approach to assist youth going through teen court. | December 15, 2018 | $ |

* 1. The total amount the Judicial Council may pay the Contractor, pursuant to this provision, shall be **$20,000**.

1. Direct Expenses

##### All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

(If expenses are allowed and are separately reimbursable or payable, see paragraph on Compensation for Allowable Expenses or Payment for Allowable Charges, as applicable; if expenses are not allowable/reimbursable, see paragraph on Other Expenses)

1. Other Expenses

##### The Judicial Council shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

(If expenses are allowed and are separately reimbursable or payable, see paragraph on Compensation for Allowable Expenses or Payment for Allowable Charges, as applicable; if expenses are inclusive in reimbursement or payment terms, see paragraph on Direct Expenses.)

1. Taxes

(Revised per Lew Hurwitz, 2/15/02:)

##### The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor’s or any Subcontractor’s employees’ wages. The Judicial Council will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

1. Method of Payment

(modify the following paragraph to reflect payment schedule, including allowable progress payments, if appropriate:)

* 1. The Contractor shall submit an invoice for Work provided upon completion and the Judicidial Counil’s acceptance of the Deliverables, as set forth in Exhibit D, Work to be Performed, but no more often than once a month. After receipt of invoice, the Judicial Council will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
  2. The Judicial Council will make payment in arrears after receipt of the Contractor’s properly completed invoice. Invoices shall clearly indicate the following:

(modify this paragraph as appropriate)

* + 1. The Contract number.
    2. An unique invoice number.
    3. The Contractor's name and address.
    4. The taxpayer identification number (the Contractor’s federal employer identification number).
    5. A description of the completed Work, including the Deliverable(s) made;
    6. The dates Work was performed.
    7. The contractual charges, including the appropriate price allowable under this Contract.
    8. A preferred remittance address, if different from the mailing address. If applicable, the following remittance address:

###### @Ktr

###### @Attn

###### @remit address

###### @remit address

* 1. The Contractor shall submit one (1) original and two (2) copies of invoices to:

(All contracts except CJER:)

###### Judicial Council of California

###### c/o Accounts Payable

###### 455 Golden Gate Avenue, 6th Floor

###### San Francisco, CA 94102-3688

(For all of CJER’s contracts only:)

###### Judicial Council of California

###### Attention: TBD

###### 455 Golden Gate Avenue, 6th Floor

###### San Francisco, CA 94102-3688

(Include the following in forward-funded, multi-year, or certain grant-funded agreements and when a deadline for submittal is necessary:)

1. Disallowance

(If Contract includes cost reimbursement elements, include the following:)

##### If the Contractor claims or receives payment from the Judicial Council for a service or reimbursement that is later disallowed by the Judicial Council, the Contractor shall promptly refund the disallowed amount to the Judicial Council upon the Judicial Council's request. At its option, the Judicial Council may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

END OF EXHIBIT

EXHIBIT D

WORK TO BE PERFORMED

(The language currently in this Exhibit is provided solely to demonstrate the Style set up for Exhibit D. Draft specific Work to be Performed Exhibit for each Contract, setting for scope of work, including identification of appropriate Deliverables, Submittals, Tasks, Milestones, as defined, specifications, and Project schedule.)

1. General Information

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making organization of the California judicial system. The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.

1. Scope of Services

The Contractor shall perform the following tasks:

* + 1. Identify and retain a California Youth Court Coordinator or staff, a California County Office of Education or Representative, or a California Peer/Teen Court Association to organize the annual youth court event at a higher education institution in northern California and to fund lodging and activity expenses related to the event.
    2. Perform services by the coordinator between February 21, 2018 and December 31, 2018 with the event occurring June 21 - 23, 2018.
    3. Research, identify, and subcontract with a northern California university as the venue for the 2018 Youth Court Summit.
    4. Participate in monthly conference calls with the planning committee members throughout the planning process. These phone calls will increase to a weekly basis at approximately two months out from the event.
    5. Coordinate and oversee registration process for event. This may include designing registration forms, electronically mailing medical release forms and registration information to peer/teen courts, tracking registration, collection and recording of registration fees, maintaining a spreadsheet, such as Excel, to manage registration information while allowing access by JCC staff to view this information.
    6. Coordinate and oversee marketing and publicity for the event. This may include electronic mailing of flyers to peer/teen courts, or others who would be interested in attending this event, and any other means of marketing deemed appropriates for this event.
    7. Interact and work closely with Special Events staff at the University to coordinate lodging for chaperones, guests, and family at the University during the event.
    8. Interact and work closely with Special Events staff at the University to coordinate group meals to participants for entire length of event, including breaks/snacks on Thursday afternoon and Friday afternoon.
    9. Coordinate commuter meal packages to non-resident student participants.
    10. Interact and work closely with Special Events staff at the University to coordinate logistics of the event e.g.(parking, signage, reserving classrooms for workshops, rental of AV equipment, any IT personnel needed to operate equipment).
    11. Obtain any necessary permits relevant to the Youth Court Summit.
    12. Research, coordinate, and book guest speakers and workshop presenters as appropriate for the Youth Court Summit, making sure that workshops and speakers present information that is relevant to youth courts and will encourage the growth of the program throughout the state.
    13. Provide items for Youth Court Summit participants, such as items like backpacks, pens, pads, pencils, folders.
    14. Coordinate and oversee printing of all materials relevant to the Youth Court Summit i.e. brochures, flyers, programs and agendas.
    15. Interact and work closely with JCC staff to stay informed as to the progress of the event’s coordination.
    16. Coordinator will negotiate, execute, and liquidate the contract with the site.
    17. Coordinator will maintain a safe and organized event, resolving any potential issues or problems that may arise, such as, housing issues, logistical issues, youth-related issues, or issues regarding the guest speaker or workshop faculty.
    18. Submit payment to the University and reconcile expenses at the end of the event and provide JCC all documentation relevant to the Youth Court Summit (e.g. total number of attendees broken down by youth participants and adult participants, total amount received, total number of scholarships, total expenses).

1. Deliverables
   1. The Contractor shall assist the Judicial Council in accomplishing the following Deliverables:

| **Deliverable(s)** |
| --- |
| **First Deliverable**: Pre-Planning stage   1. Research and identify viable location for youth summit in the Northern California region. 2. Meet with conference services at the established location to discuss logistics, costs, and services available. 3. Discuss with Planning Committee on regularly scheduled conferences calls, the potential location, costs, and services offered by venue. Provide the Judicial Council, CFCC with copies of conference call agendas. 4. Furnish the Judicial Council, CFCC with an executed contract between Contractor and venue, which shall include information on the costs of services such as, but not limited to, the lodging, meals, and snacks. |
| **Second Deliverable**: Planning stage   1. Submit a copy of the draft agenda for the summit. 2. Provide the Judicial Council, CFCC with information on research, coordination and booking of guest speaker(s). 3. Continue bi-weekly planning committee conference calls to discuss final planning stages. Furnish the Judicial Council, CFCC with copies of the agenda from the conference calls. 4. Solicit and provide plenary speaker(s) and faculty for the summit. 5. Provide the Judicial Council, CFCC with workshop descriptions and faculty names. If requested by JCC contractor may be required to provide executed agreement(s) between their subcontractors |
| **Third Deliverable**: Post event   1. Provide the Judicial Council, CFCC with the number of all registered attendees (sorted by youth, adults, faculty, and JCC Staff.) 2. Submit a report to Judicial Council, CFCC that includes the final number of attendees, final program, and any issues that arose during the summit and how those issues were resolved. 3. Submit copies of evaluations from the summit for future review and reference. |
| **Fourth Deliverable*:***   1. Conduct a meeting at the summit between the Planning Committee and the contractor for the purpose of strategically planning for future Youth Court Summits and Youth Court Regional Roundtables, which are an extension of the summit for youth courts in California. Submit a final report that includes:    * Total number of registered guests for this year’s summit, which will be used to gauge the location for the 2019 summit;    * Revised evaluation format, evaluation content and evaluation delivery for next year’s summit;    * Number of counties and youth courts represented at the summit to better determine outreach efforts for the next year’s summit; and    * Describe how outcomes of the Youth Court Summit event should inform the content and structure for the Youth Court Regional Roundtables, whose purpose is to offer additional training and information to youth courts in California, comparable to what is offered at the annual Youth Court Summit. 2. Coordinate and manage a southern and northern biannual Youth Court Regional Roundtables whose purpose is to offer training and assistance to local courts on creating effective youth courts in California. Youth courts provide restorative justice to first time youth offenders utilizing a multidisciplinary approach, i.e. drug/alcohol counseling, anger management counseling/classes, and, when necessary, using a trauma-informed approach to assist youth going through teen court. |

1. Contractor Responsibilities
   1. The Contractor’s Project Manager will have the following responsibilities under this Contract:
      1. Is responsible for the end results and for day-to-day Project management;
      2. Serves as the Contractor’s primary contact;
      3. Works closely with the Judicial Council’s Project Manager;
      4. Provides on-going status reports to Judicial Council management;
      5. Manages, prepares, and refines the Contract’s end results;
      6. Proactively assists with resolution of issues with any aspect of the Work;
      7. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
      8. Works with Project Manager to manage and coordinate Work and knowledge transfer; and
      9. Is responsible for management of Project budget within constraints of Work requirements.
2. Judicial Council Responsibilities

The Judicial Council’s **Project Manager** will be responsible for managing, scheduling, and coordinating all Project activities, including Project plans, timelines, and resources, and escalating issues for resolution to Judicial Council management.

END OF EXHIBIT

Exhibit E

attachments

(Attach forms and other attachments to this exhibit as “Attachments”)

This Exhibit includes the following form(s):

Attachment 1, Acceptance and Signoff Form

END OF EXHIBIT

EXHIBIT E

ATTACHMENT 1

Acceptance AND Signoff Form

Description of Work provided by Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Date submitted:\_\_\_\_\_\_\_\_\_\_\_\_\_

Work is:

1) Submitted on time: [ ] yes [ ] no. If no, please note length of delay and reasons.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2) Complete: [ ] yes [ ] no. If no, please identify incomplete aspects of the Work.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3) Technically accurate: [ ] yes [ ] no. If no, please note corrections required.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please note level of satisfaction:

[ ] Poor [ ] Fair [ ] Good [ ] Very Good [ ] Excellent

Comments, if any:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Work is accepted.

[ ] Work is unacceptable as noted above.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Date:\_\_\_\_\_\_\_\_\_\_\_\_

END OF ATTACHMENT