

CONFERENCE SERVICES—SHORT FORM AGREEMENT (rev 04-05-17)

AGREEMENT NUMBER
FEDERAL EMPLOYER ID NUMBER

- In this services agreement (the “Agreement”), the term “Contractor” refers to, and the term “Judicial Council” refers to the **Judicial Council of California**.
- This Agreement becomes effective as of (the “Effective Date”) and expires on _____
- The maximum amount that the Judicial Council may pay Contractor under this Agreement is **\$0** (the “Maximum Amount”).
- This Agreement incorporates and the parties agree to the attached provisions labeled “Conference Services—Short Form Agreement Terms.” This Agreement represents the parties’ entire understanding regarding its subject matter.
- Contractor will perform the following services (the “Services”):



Services:

Name of Program	Pretrial Justice Practice Institute
Official Program Date(s)	September 9-10, 2020
Anticipated Attendance	130

- The Judicial Council’s point of contact is:

Name	
Job Title	Event Planner
Street Address	455 Golden Gate Avenue 6 th Floor
City, State, Zip	San Francisco, CA 94102-3688
Phone #	
Fax #	
Email Address	

- The Judicial Council will pay Contractor as follows: **Individual Pay on Own.**

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE	DATE
ADDRESS Attn: Procurement Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102-3688	ADDRESS

CONFERENCE SERVICES—SHORT FORM AGREEMENT TERMS



EVENT AGENDA OR REQUIREMENTS

The Contractor will provide the requirements set forth on the Table 1, below.

TABLE 1

Date	Time	Function	Description	Estimated Number	Rate or Unit Price
9/9/2020	24 hrs.	Guest rooms	Room block: Combination of doubles and king rooms. Guest will pay on own	120	
9/10/2020	24 hrs.	Guest rooms	Room block: Combination of doubles and king rooms. Guest will pay on own	50	

IN-HOUSE EQUIPMENT

Complimentary Wi-Fi in guest rooms

Room block cut-off date: |

CHARGES AND PAYMENT

The individual will pay the contractor for all cost incurred, at the rate or unit price set forth in table 1 above.

CHANGES

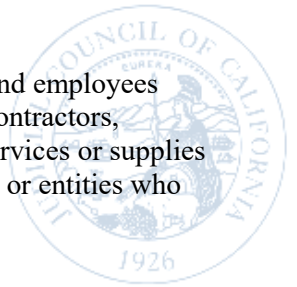
Any changes, additions or deletions, including corrective lining out by either party, will not be considered agreed to or binding on either party unless such modifications have been initialed or otherwise approved in writing by both parties.

FORCE MAJEURE

The performance of the agreement by either party is subject to acts of God, war, terrorism, government regulations, disaster, fire, strikes, civil disorder, curtailment of transportation facilities, or other similar cause beyond the control of the parties making it inadvisable, illegal, or impossible to hold the meeting or provide the facility. This Agreement may be terminated without penalty for any one or more of such reasons by written notice from one party to the other.

TERMINATION

The Judicial Council may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the Judicial Council terminates this Agreement for convenience, the Judicial Council's liability will be the lesser of (i) a reasonable price for the services rendered prior to termination, or (ii) the price for the services. If payment is based upon an hourly rate or unit price, that rate or unit price will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work.



INDEMNIFICATION

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses resulting from or accruing to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services or supplies in the performance of this agreement, and from any and all claims and losses to these persons or entities who may be injured or damaged by the Contractor in the performance of this agreement.

LIMITATION ON STATE'S LIABILITY

The State will not be responsible for loss or damage to any non-State equipment or property arising from causes beyond the State's control. In any event, the State's responsibility for repairs and liability for damages or loss will be limited to that made necessary by or resulting from the negligent acts or omissions of the State or its officers, employees or agents. In addition, the State will not be liable for any non-State group charges provided for under this Agreement. Furthermore, the State will not be liable for any charges incurred in connection with this program unless expressly provided for under this agreement.

INSURANCE

Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes and the like.

PUBLICITY

Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, or the services without first obtaining the Judicial Council's Procurement Manager's prior written approval, which may be denied for any or no reason. The Judicial Council's Procurement Manager will not approve any public announcement, press release, or other writing that could be construed as an endorsement of Contractor.

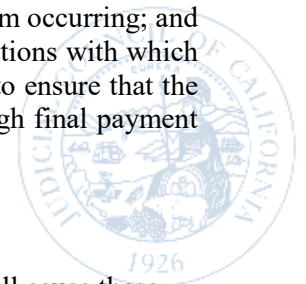
AUDIT RIGHTS

Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Judicial Council or its representative during normal business hours for inspection and copying.

REPRESENTATIONS

Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990 and California's Fair Employment and Housing Act; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) 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; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; and (v) Contractor will give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Judicial Council.



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 Judicial Council if any representation and warranty becomes untrue.

- A. Good Standing.** If Contractor is a corporation, LLC, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

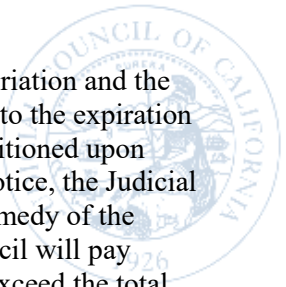
- B. Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (California Government Code sections 12990 et seq.) and associated regulations (California Code of Regulations, title 2, sections 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 non-discrimination.

- C. 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.

- D. Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Judicial Council. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)

ANTITRUST CLAIMS

If this agreement resulted from a competitive solicitation, this section is applicable. Contractor shall assign to the Judicial Council 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 Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to Contractor. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.



BUDGET CONTINGENCY

The Judicial Council'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. Upon notice, the Judicial Council may terminate this agreement in whole or in part, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. Upon such termination, the Judicial Council will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total agreement amount.

DVBE PARTICIPATION

If Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this agreement, this section is applicable. 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 Judicial Council approves in writing replacement by another DVBE subcontractor; and (ii) Contractor must within sixty (60) days of receiving final payment under this agreement certify in a report to the Judicial Council: (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.

REIMBURSABLE EXPENSES

If this agreement allows for the reimbursement of Contractor expenses, this section is applicable. Contractor must include with any request for reimbursement from the Judicial Council 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 Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

MISCELLANEOUS

Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Judicial Council. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Judicial Council, and any attempted assignment is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with the Agreement must be filed in San Francisco County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.