

ATTACHMENT 2

RFP No.: FSO-2017-14-RP
 RFP: Title and Escrow Services
JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT rev July 2017





AGREEMENT NUMBER [@Agreement number]

- In this agreement (“Agreement”), the term “Title Company” refers to [@Title Company name], and the term “Judicial Council” refers to the **Judicial Council of California**.
- This Agreement is effective as of [@Date] (“Effective Date”) and expires on [@Date] (“Expiration Date”). This Agreement includes two (2) additional periods for a one (1) year term (“Option Term(s”).
- The purpose of this Agreement is to authorize the Title Company to provide title, escrow and related services, to assist the Judicial Council in evaluating, acquiring and disposing of Judicial Council properties.

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

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

- Appendix A – Special Provisions
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms
- Appendix E – Work Order Form and Title Services Request Form
- Appendix F – Pricing Schedule
- Appendix G – Statement of Work
- Appendix H - Aggregate Title Insurance Endorsement Sample

JUDICIAL COUNCIL’S SIGNATURE	TITLE COMPANY’S SIGNATURE
Judicial Council of California	TITLE COMPANY’S NAME <i>(if Title Company is not an individual person, state whether Title Company is a corporation, partnership, etc., and the state or territory where Title Company is organized)</i> [@Title Company name]
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 EXECUTED	DATE EXECUTED
ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102-3688	ADDRESS [@Address]

APPENDIX A

SPECIAL PROVISIONS

1. Services.

1.1 Description of Services. Title Company shall perform the Services or Work specified in Appendix G, statement of work (“SOW”), and as further delineated in authorized Work Orders under this Agreement. The dates of performance and schedule of Services or Work will be issued on a Work Order by Work Order basis. Title Company agrees to provide and perform the Services or Work set forth in this Agreement and authorized Work Orders, as well as any other services that are necessary, normal, customary, or incidental to the performance of Title Company’s responsibilities. Title Company further agrees to complete certain types of Services or Work within the maximum number of Business Days specified in Appendix G. The Work Order may contain additional terms and conditions regarding the Services or Work that is applicable to the authorized Work Order. However, no provision of any authorized Work Order may act to modify or shall conflict with the terms and conditions of this Agreement.

The general Services or Work performed by the Title Company under this Agreement and any authorized Work Order includes, but is not limited to, title, escrow and related services, to assist the Judicial Council in evaluating, acquiring and disposing of Judicial Council properties.

1.2 Description of Deliverables. Title Company shall deliver to the Judicial Council all work products for title and escrow services (“Deliverables”) to be created, developed, produced, delivered, performed or provided by the Title Company (or any agent, consultant or Subcontractor of Title Company) to the Judicial Council in connection with Services or Work performed under the Agreement and in authorized Work Orders.

1.3 Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the Judicial Council may reject the applicable Services or Deliverables. Subject to written approval, the Judicial Council’s Project Manager will notify Title Company of the acceptance or rejection of the Services and Deliverables. Title Company will not be paid for any rejected Services or Deliverables.

A. Timeliness: The Service or Work was delivered on time;

B. Completeness: The Service or Work contained the Data, Materials, and features required in the authorized Work Order;

C. Technical Accuracy: The Service or Work is accurate as measured against commonly accepted practices (i.e. a statistical formula, an industry standard, or de facto marketplace standard), and concepts are presented logically and clearly.

1.4 Project Managers. The Project Manager is an assigned representative or designee of the Judicial Council. The Judicial Council may change its Project Manager at any time upon notice to Title Company without need for an amendment to this Agreement. Title Company’s project manager is an assigned representative or designee of the Title Company. Subject to written approval by the Judicial Council, Title Company may change its project manager without need for an amendment to this Agreement.

1.5 Service Warranties. Title Company warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Title Company will perform the Services in the most cost-

effective manner consistent with the required level of quality and performance. Title Company warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Judicial Council's acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Title Company shall promptly correct all nonconformities to the satisfaction of the Judicial Council.

1.6 Resources. Title Company is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Title Company's obligations under this Agreement.

1.7 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Judicial Council-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Title Company's own risk.

1.8 Work Order Authorization Process.

1.8.1 The Judicial Council will authorize the performance of Services or Work and spending of funds under this Agreement via written Work Order(s) which shall be substantially in the format provided in Appendix E, and authorized in the Work Order process described below.

A. The Judicial Council's Project Manager will provide the Title Company with a Title Services Request Form ("Proposal"), describing the Services or Work to be performed. The Judicial Council will have completed Part 1 of the Proposal as follows:

- i. Describe in full the Services or Work to be performed, including the Title Company's agreed upon service area for Services or Work;
- ii. Requested start and completion dates in accordance with Appendix G for the Services or Work to be performed;
- iii. Designate whether the Services or Work requested will be performed on a Firm Fixed Price and/or Hourly Rate basis.

B. Aggregate Title Insurance Endorsements shall be substantially in the format provided in Appendix H. Any deviations from the format provided in Appendix H will require the Title Company obtaining written consent from the Judicial Council's Project Manager. The Judicial Council shall have the right to withhold the written consent at the Judicial Council's sole discretion.

C. Upon receipt, Title Company will, based upon the Services or Work requested by the Judicial Council, complete Part 2 of the Proposal.

- i. Assign and Provide Name and Address information of the Title Company's Project Manager who will be assigned to the Work Order.
- ii. Provide a statement of work or a narrative work plan with regard to performance of the Services or Work, including any assumptions and/or conditions applicable to performance of the Service or Work.

- iii. If agreed to, provide revised start and completion dates for the Services or Work.
 - iv. Identify any consultants, Subcontractors, or personnel who will be assigned to perform the Services or Work, if applicable.
 - v. Title Company must set forth their price proposal for the requested Services in Part 2 of the Title Services Request Form, which must be consistent with or less than the agreed upon pricing in Appendix F, and also on the same basis as the Title Services Request Form.
 - vi. Upon completion, Title Company shall submit the Proposal to the Judicial Council's Project Manager via e-mail.
- D. Judicial Council will review the Proposals submitted by the Title Company and make a selection based on service area, cost and scope of work proposed.
- E. Submission of Title Company's Proposal is available for acceptance and may not expire or be revoked for sixty (60) Business Days following the date submitted to Judicial Council's Project Manager.
- F. If the Judicial Council accepts the Title Company's cost and scope of work proposed in the Proposal, the Judicial Council will notify the Title Company and authorize the issuance of a Work Order.
- G. The execution of the Work Order by Judicial Council and the Title Company shall authorize the Services or Work as specified. Any commencement of Work or any expenditure made prior to Title Company's receipt of a signed Work Order shall be made at Title Company's sole risk.
- H. The Judicial Council's Project Manager named in the Work Order shall monitor and evaluate Title Company's performance. All requests and communications between Judicial Council and the Title Company regarding the Services or Work must be made through the Judicial Council's designated Project Manager.
- I. Compensation shall either be a Firm Fixed Price or Hourly Rate basis for Services or Work at the billing rates set forth in this Agreement, and in future cost and scope of work submitted by the Title Company.

1.9 Stop Work Orders.

- A. The Judicial Council may, at any time, by Notice to Title Company, require Title Company to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Title Company, 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, Title Company shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Title Company, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either (i) cancel the Stop Work Order;

or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.

- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Title Company shall resume the performance of Services. 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:
 - i. The Stop Work Order results in an increase in the time required for, or in Title Company's cost properly allocable to the performance of any part of this Agreement; and
 - ii. Title Company requests an equitable adjustment within thirty (30) days after the end of the period of 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.
- C. The Judicial Council shall not be liable to Title Company for loss of profits because of a Stop Work Order issued under this provision.

2. **Acceptance or Rejection.** All Services and Deliverables are subject to acceptance by the Judicial Council. The Judicial Council may reject any Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Judicial Council). If the Judicial Council rejects any Service or Deliverable (other than for late performance or delivery), Title Company shall modify such rejected Service or Deliverable at no expense to the Judicial Council to correct the relevant deficiencies and shall redeliver such Service or Deliverable to the Judicial Council within ten (10) business days after the Judicial Council's rejection, unless otherwise agreed in writing by the Judicial Council. Thereafter, the parties shall repeat the process set forth in this section until the Judicial Council accepts such corrected Service or Deliverable. The Judicial Council may terminate that portion of this Agreement which relates to a rejected Service or Deliverable at no expense to the Judicial Council if the Judicial Council rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

END OF APPENDIX A

APPENDIX B

PAYMENT PROVISIONS

1. **General.** Subject to the terms of this Agreement, Title Company shall invoice the Judicial Council, and the Judicial Council shall compensate Title Company, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Title Company for its performance under this Agreement. Title Company shall bear, and the Judicial Council shall have no obligation to pay or reimburse Title Company for, any and all other fees, costs, profits, taxes or expenses of any nature which Title Company incurs.
2. **Compensation for Services.**
 - 2.1 **Payment.** The Judicial Council will pay each correct, itemized invoice received from Title Company after acceptance of the applicable Services and Deliverables, in accordance with the terms of this Agreement and for authorized Work Orders. Title Company shall bear, and the Judicial Council shall have no obligation to pay or reimburse Title Company for, any and all other fees, costs, profits, taxes or expenses of any nature which Title Company incurs. Notwithstanding any provision in this Agreement to the contrary, payments to the Title Company are contingent upon the timely and satisfactory performance of Title Company's obligations under this Agreement.
 - A. The total amount the Judicial Council may pay to Title Company under this Agreement ("Contract Amount") shall not in any event exceed all Total Amounts Encumbered to Date on Work Orders authorized under this Agreement.
 - B. For performing the Services or Work under this Agreement, and in authorized Work Orders, the Judicial Council shall compensate the Title Company for the actual cost at the Firm Fixed Price and Hourly Rates set forth in Appendix F.
 - C. The Firm Fixed Price and Hourly Rates set forth in Appendix F are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Title Company for Services or Work rendered to the Judicial Council.
 - D. The Title Company shall not charge nor shall the Judicial Council pay any overtime rate.
 - E. Title Company shall not invoice the Judicial Council, and the Judicial Council has no obligation to reimburse Title Company for expenses of any type that exceed the aggregate amount for Services or Work contracted under this Agreement.
 - 2.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the Judicial Council shall have the right to withhold ten percent (10%) of each such payment until the Judicial Council accepts the final Deliverable.
 - 2.3 **No Advance Payment.** The Judicial Council will not make any advance payment for Services.
3. **Expenses.**
 - 3.1 **Allowable Expenses.** Title Company may submit for reimbursement, without mark-up, only the following categories of expenses: Overnight mail delivery fees, courier fees, and document preparation fees.
 - 3.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 3.1 above: (i) all travel is subject to written preauthorization and approval by the Judicial Council, and (ii) all travel expenses are limited to the maximum amounts set forth in the Judicial Council's travel expense policy.
 - 3.3 **Expense Limit.** Title Company shall not invoice the Judicial Council, and the Judicial Council shall not reimburse Title Company, for expenses of any type that are not authorized under this Agreement.

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

4. Invoicing.

4.1 Invoicing.

- A. Title Company shall submit invoices to the Judicial Council in arrears no more frequently than monthly. Title Company's invoices must include information and supporting documentation acceptable to the Judicial Council. Title Company shall adhere to reasonable billing guidelines issued by the Judicial Council from time to time. Invoices shall clearly indicate the following:
- i. The Work Order number;
 - ii. A unique invoice number;
 - iii. The Title Company's name and address;
 - iv. Taxpayer identification number (the Title Company's federal employer identification number);
 - v. Description of the completed Work, including services rendered, hours worked, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vi. The contractual charges, including the appropriate rate(s) or firm fixed prices(s) allowable under this Agreement and
 - vii. Preferred remittance address, if different from the mailing address.

Title Company shall include a copy of the authorized Title Services Request Form with all invoices.

- B. The Title Company shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
c/o Accounts Payable
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

4.2 No Implied Acceptance. Payment does not imply acceptance of Title Company's invoice, Services, or Deliverables. Title Company shall immediately refund any payment made in error. The Judicial Council shall have the right at any time to set off any amount owing from Title Company to the Judicial Council against any amount payable by the Judicial Council to Title Company under this Agreement.

- 5. Taxes.** Unless otherwise required by law, the Judicial Council is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Title Company or on any taxes levied on employee wages. The Judicial Council shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Judicial Council pursuant to this Agreement.

END OF APPENDIX B

APPENDIX C

GENERAL PROVISIONS

1. Provisions Applicable to Services

- 1.1 Qualifications.** Title Company shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Title Company's duties. If the Judicial Council is dissatisfied with any of Title Company's personnel, for any or no reason, Title Company shall replace them with qualified personnel.
- 1.2 Turnover.** Title Company shall endeavor to minimize turnover of personnel that Title Company has assigned to perform Services.
- 1.3 Background Checks.** Title Company shall cooperate with the Judicial Council if the Judicial Council wishes to perform any background checks on Title Company's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Title Company shall not assign personnel who refuse to undergo a background check. Title Company 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 Title Company. Title Company 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 Title Company or that, after disclosure to the Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council.

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

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

- 2.7 Compliance with Laws Generally.** Title Company complies in all material respects with all laws, rules, and regulations applicable to Title Company's business and services.
- 2.8 Drug Free Workplace.** Title Company provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** Title Company does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Title Company may interact in the performance of this Agreement, and Title Company takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Services and Deliverables, and Title Company's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Title Company complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Title Company 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. Title Company will notify in writing each labor organization with which Title Company has a collective bargaining or other agreement of Title Company's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Title Company within the immediately preceding two-year period because of Title Company's failure to comply with an order of a federal court requiring Title Company to comply with an order of the National Labor Relations Board. Title Company swears under penalty of perjury that this representation is true.

3. Insurance.

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

- D. *Professional Liability.* This policy is required only if Title Company performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Title Company's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Title Company shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- 3.2 Umbrella Policies.** Title Company may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Title Company shall declare to the Judicial Council all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Judicial Council's approval. Deductibles and self-insured retentions do not limit Title Company's liability.
- 3.5 Additional Insured Endorsements.** Title Company's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, Title Company(ies), volunteers or employees.
- 3.6 Certificates of Insurance.** Before Title Company begins performing Services, Title Company shall give the Judicial Council certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Judicial Council.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, Title Company(ies), volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Title Company is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

3.10 Consequence of Lapse. If required insurance lapses during the Term, the Judicial Council is not required to process invoices after such lapse until Title Company provides evidence of reinstatement that is effective as of the lapse date.

- 4. Indemnity.** Title Company will defend (with counsel satisfactory to the Judicial Council or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Title Company, its agents, employees, independent Title Company, or Subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Services, or Deliverables. Title Company shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Title Company's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
- 5. Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Judicial Council may, at its sole option, extend this Agreement for two one-year terms, at the end of which Option Term of this Agreement shall expire. In order to exercise the Option Terms, the Judicial Council must send Notice to Title Company at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Title Company's signature.
- 6. Tax Delinquency.** Title Company must provide notice to the Judicial Council immediately if Title Company has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Judicial Council may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Title Company fails to provide the notice required above, or (ii) Title Company is included on either list mentioned above.

7. Termination

- 7.1 Termination for Convenience.** The Judicial Council may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Judicial Council, Title Company shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery of Deliverables as specified in the Notice.
- 7.2 Termination for Cause.** The Judicial Council may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Title Company fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Judicial Council, is not capable of being cured within this cure period); (ii) Title Company or Title Company's creditors file a petition as to Title Company's bankruptcy or insolvency, or Title Company is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Title Company makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

- 7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- 7.4 Termination for Changes in Budget or Law.** The 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. The Judicial Council may terminate this Agreement or limit Title Company's Services (and reduce proportionately Title Company's fees) upon Notice to Title Company without prejudice to any right or remedy of the Judicial Council if: (i) expected or actual funding to compensate Title Company is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Title Company's performance under this Agreement has become infeasible due to changes in applicable laws.
- 7.5 Rights and Remedies of the Judicial Council.**
- A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Title Company shall notify the Judicial Council immediately if Title Company is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Title Company is in default, the Judicial Council may do any of the following: (i) withhold all or any portion of a payment otherwise due to Title Company, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Title Company; (ii) require Title Company to enter into nonbinding mediation; (iii) exercise, following Notice, the Judicial Council's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
 - B. *Replacement.* If the Judicial Council terminates this Agreement in whole or in part for cause, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial Council considers appropriate, services or work equivalent to those terminated, and Title Company shall be liable to the Judicial Council for any excess costs for those services or work. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Council for such services and work be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council. Title Company shall continue any Services not terminated hereunder.
 - C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Title Company shall promptly provide the Judicial Council with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Judicial Council-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Judicial Council shall not be liable to Title Company for compensation or damages incurred as a result of such termination; provided that if the Judicial Council's termination is not for cause, the Judicial Council shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Judicial Council's termination Notice.
- 7.6 Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in

effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

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

If to Title Company:	If to the Judicial Council:
[name, title, address]	Attn: Manager, Contracts Branch Accounting and Procurement 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102-3688
<u>With a copy to:</u>	

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

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

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

10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.* Title Company is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with Title Company(ies) 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 Title Company(ies) that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

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

10.4 Priority Hiring. *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Title Company shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

- 10.5 Iran Contracting Act.** *If the Contract Amount is over \$1,000,000 or more, this section is applicable.* Title Company 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 Judicial Council to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 DVBE Commitment.** *This section is applicable if Title Company received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement.* Title Company’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Title Company used DVBE Subcontractor(s) in connection with this Agreement: (i) Title Company must use the DVBE Subcontractors identified in its bid or proposal, unless the Judicial Council approves in writing replacement by another DVBE Subcontractor in accordance with the terms of this Agreement; and (ii) Title Company 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 Title Company received under the Agreement; (2) the name and address of each DVBE Subcontractor to which Title Company subcontracted work in connection with the Agreement; (3) the amount each DVBE Subcontractor received from Title Company 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.
- 10.7 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Title Company 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 Title Company for sale to the Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to Title Company. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Title Company 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 Title Company 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 Title Company, the Judicial Council shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Title Company 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.
- 10.8 Prevailing Wage.** *If this Agreement pertains to public works projects, this section is applicable.* Title Company certifies that it is aware of the provisions of the California Labor Code, without limitation, section 1720, et seq., section 1770, et seq., and section 1771.1 that require the payment of prevailing wage rates to certain classes of trade labor, the registration of Title Company(ies), Subcontractors and Sub-subcontractors, and other requirements. The Title Company agrees to fully comply with and to require its Subcontractors to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Title Company also acknowledges that, for purposes of Labor Code section 1725.5, some of its Services may be a public work to which Labor Code section 1771 applies. That portion of

the Services is therefore subject to compliance monitoring and enforcement by the Department of Industrial Relations. Title Company and its Subcontractors must comply with Labor Code section 1725.5, including without limitation the registration requirements.

- A. If it becomes necessary to employ a craft, classification or type of worker other than those listed on-line at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>, the Title Company shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Title Company shall notify the Court immediately, and the Court will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the project.
- B. The Title Company and each Subcontractor shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Title Company and/or Subcontractor in connection with the work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the Judicial Council, the Title Company's and Subcontractor's certified payroll records shall be furnished within ten (10) days. The Title Company's and Subcontractor's certified payroll records shall be available for inspection at the principal office of the Title Company.
 - (1) Title Company shall pay travel and subsistence payments to persons required to execute the work as travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.
 - (2) Title Company acknowledges and agrees that, if this Agreement involves a dollar amount or a number of working days greater than those specified in Labor Code section 1777.5, then this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Title Company to ensure compliance Labor Code section 1777.5 for all apprenticeship occupations.

10.9 Good Standing. Title Company is, and will remain for the Term, qualified to do business and in good standing in California.

11. Miscellaneous Provisions.

11.1 Independent Entity. Title Company is an independent Title Company to the Judicial Council. No employer-employee, partnership, joint venture, or agency relationship exists between Title Company and the Judicial Council. Title Company has no authority to bind or incur any obligation on behalf of the Judicial Council. If any governmental entity concludes that Title Company is not an independent Title Company, the Judicial Council may terminate this Agreement immediately upon Notice.

11.2 Subcontractors: Subcontractors, if any, engaged by the Title Company for any Services or Work required to be performed under the Agreement or an authorized Work Order shall be subject to the written approval of the Judicial Council's Project Manager. Title Company agrees to bind every Subcontractor by the terms of the Agreement as far as such terms are applicable to Subcontractor's work, including, without limitation, all indemnification, insurance, and service warranty requirements. If Title Company subcontracts any part of this Agreement or Work Order, Title Company shall be fully responsible to the Judicial Council for

acts and omissions of its Subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Agreement or Work Order shall create any contractual relations between any Subcontractor and the Judicial Council.

- 11.3 Changes and Amendments:** Changes or Amendments to any component of the Agreement or authorized Work Orders can only be made with prior written approval from the Judicial Council. 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 or an authorized Work Order due to an act of Force Majeure, although the performance period of the Agreement or authorized Work Order may be amended due to an act of Force Majeure. Amendments to the Agreement or Work Order shall be authorized via bilateral execution of a Judicial Council Standard Amendment Form.
- 11.4 GAAP Compliance.** Title Company maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.5 Audit.** Title Company must allow the Judicial Council or its designees to review and audit Title Company's (and any Subcontractors') documents and records relating to this Agreement, and Title Company (and its Subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Title Company (or any Subcontractor) is not in compliance with this Agreement, Title Company shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Title Company has overcharged the Judicial Council five percent (5%) or more during the time period subject to audit, Title Company must reimburse the Judicial Council in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.6 Licenses and Permits.** Title Company shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or Work. Title Company will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.7 Confidential Information.** During the Term and at all times thereafter, Title Company will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Judicial Council's express prior written consent on a case-by-case basis. Title Company will disclose Confidential Information only to its employees or Title Company(ies) who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Title Company at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Title Company will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Title Company protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Judicial Council owns all right, title and interest in the Confidential Information. Title Company will notify the Judicial Council promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council to protect such Confidential Information. Upon the Judicial Council's request and upon any termination or expiration of this Agreement, Title Company will promptly (a) return to the Judicial Council or, if so directed by the Judicial Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Judicial Council in writing that

Title Company has fully complied with the foregoing obligations. Title Company acknowledges that there can be no adequate remedy at law for any breach of Title Company's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Judicial Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 11.8 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Title Company hereby assigns to the Judicial Council ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Title Company agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Title Company shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Judicial Council.
- 11.9 Publicity.** Title Company shall not make any public announcement or press release about this Agreement without the prior written approval of the Judicial Council.
- 11.10 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.11 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.12 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Judicial Council. A waiver of enforcement of any of this Agreement's terms or conditions by the Judicial Council is effective only if expressly agreed in writing by a duly authorized officer of the Judicial Council. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.13 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.14 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end-product of this Agreement.
- 11.15 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.16 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.17 Time of the Essence.** Time is of the essence in Title Company's performance under this Agreement.

11.18 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

END OF APPENDIX C

SAMPLE

APPENDIX D

DEFINED TERMS

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

“Agreement” is defined on the Coversheet.

“Aggregate Title Insurance Endorsement” is defined in Appendix H.

“Amendment” means a written document issued by the Judicial Council and signed by the Title Company which alters the Agreement or Work Order, 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.

“Title Company” is defined on the Coversheet.

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

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

“Contract Amount” is defined on the Coversheet.

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

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

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

“Hourly Rate” means an hourly rate specified in Appendix F for each such hour of authorized Services or Work the Title Company actually performed.

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

“Firm Fixed Price” means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables. The actual cost of the Firm Fixed Price is set forth in Appendix F.

“Force Majeure” means a delay which impacts the timely performance of Services or Work which neither the Title Company 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:

- i. Acts of God or the public enemy;
- ii. Acts or omissions of any government entity;
- iii. Fire or other casualty for which a party is not responsible;
- iv. Quarantine or epidemic;
- v. Strike or defensive lockout; and,
- vi. Unusually severe weather conditions.

“**Judicial Council**” is defined on the Coversheet.

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

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

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

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

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

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

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

“**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Title Company, 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.

“**Task(s)**” means one or more functions, if specified in the Agreement or Work Order, to be performed by the Title Company for the Judicial Council.

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

“**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 Title Company, which is not a party to this Agreement.

“**Title Services Request Form**” refers to the written document issued in the format in Appendix E.

“**Work**” or “**Work to be Performed**” may be used interchangeably to refer to the service, work, task, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement and authorized Work Orders by the Title Company to the satisfaction of the Judicial Council. Services or Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Agreement or Work Order.

“**Work Order Authorization Process**” is defined in Appendix A.

“**Work Order Form**” refers to the written document issued in the format in Appendix E.

END OF APPENDIX D

**APPENDIX E
WORK ORDER FORM AND TITLE SERVICES REQUEST FORM**

STANDARD AGREEMENT COVERSHEET



WORK ORDER

WORK ORDER NUMBER @#
FEDERAL EMPLOYER ID @#

- In this Work Order, the term "Title Company" refers to **@Title Company Name**, and the term "Judicial Council" refers to the **Judicial Council of California**.
- This Work Order is effective on @Date (the "Effective Date") and expires on @Date.
- The maximum amount payable to the Title Company under this Work Order is @\$0.00.
- The purpose of this Work Order is to: @Purpose

The Title Company is hereby authorized to, and shall provide the Services or Work specified in the attached Title Services Request Form in accordance with the Agreement and this Work Order.
- This Work Order is issued pursuant to Agreement No. @# ("Agreement") between the Judicial Council and the Title Company.

Except as provided herein, all the terms and conditions of the Agreement, as amended, shall remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	TITLE COMPANY'S SIGNATURE
Judicial Council of California	TITLE COMPANY'S NAME (if Title Company is not an individual person, state whether Title Company is a corporation, partnership, etc.) @Title Company Name
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS Branch Account and Procurement 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102	ADDRESS @ Address

TITLE SERVICES REQUEST FORM

Part 1: Services Request for Proposal

Judicial Council Request No.:

(To be completed by the Judicial Council and submitted unsigned to the Title Company)

This Services Request for Proposal is made by the Judicial Council of California (“Judicial Council”) under **Agreement No.** _____ with:

Title Company:

Judicial Council Project Mgr. for this Request is:

Associate Facilities Analyst
 Facilities Services
 455 Golden Gate Avenue, 8th Floor
 San Francisco, CA 94102
 @jud.ca.gov; Tel: 415-865-_____

Tel: _____

Charge to *(to be completed by AFA):*

Costs to be paid in Escrow? None All charges The following charges:

Funding Type: SB1732 SB1407

Payment Type: Firm Fixed Price Hourly Rate

SB 1407 Group: 1 2A 2B 2C 3A 3B 3C 1-3C 3D Other

Facility ID/Site Name *(Brief Description for reference purposes -1 Facility/Site per Request Form. If existing building, enter Bldg. ID and Bldg. Name here or indicate n/a. If Capital Project, indicate Project Name and Description here, including Bldg. ID if one has been assigned.*

Property Street Address:

City, State, Zip:

Assessor’s Parcel Number:

Request Date:

Proposal Needed By:

Report Needed By:

Submitted by:

PM:

Requester (Name and Phone #):

The following documents are incorporated by reference into this Request for Proposal:

•

Item No.	Need Proposal for (mark with X)	Service Name	Description
1.	<input type="checkbox"/>	Update to Existing Preliminary Report	Issue updates to existing preliminary reports, including copies of all underlying exception and exclusion documents.
2a.	<input type="checkbox"/>	New Preliminary Report	Copy of existing title policy or preliminary report will be provided by the Judicial Council
2b.	<input type="checkbox"/>	New Preliminary Report	Copy of existing title policy or preliminary report will not be provided by the Judicial Council
3.	<input type="checkbox"/>	Other Related Documents of Record	Provide documents as requested, including, but not limited to, copies of vesting deeds, parcel maps, tract maps, and all maps referenced in the legal description of the subject property.
4a.	<input type="checkbox"/>	Chain of Title Report	Issue Chain of Title going back 30 years
4b.	<input type="checkbox"/>	Chain of Title Report	Issue Chain of Title going back beyond 30 years
5.	<input type="checkbox"/>	Litigation Guarantee	Issue litigation guarantee
6a.	<input type="checkbox"/>	Legal Description	Assist in development of new legal description for public and private properties.
6b.	<input type="checkbox"/>	Legal Description	Assist in development of legal descriptions for unrecorded easements, rights of way or other apparent encumbrances or rights.

6c.	<input type="checkbox"/>	Legal Description	Assist in development of new legal description including plotting easements, rights of way and other title exceptions and encumbrances.
7a.	<input type="checkbox"/>	Marketable Title	Resolve issues affecting Marketable Title as described – review proposed corrective instruments.
7b.	<input type="checkbox"/>	Marketable Title	Resolve issues affecting Marketable Title as described – advise as to whether a particular proposed corrective instrument achieves its purpose, or (if it does not) what revisions are needed so that it achieves its purpose.
7c.	<input type="checkbox"/>	Marketable Title	Resolve issues affecting Marketable Title as described – recordation of corrective instruments and/or other appropriate means.
8.	<input type="checkbox"/>	Pro Forma Policy	Issue Pro Forma Title Policy based the value of \$ _____, with following selected endorsements, as required: <input type="checkbox"/> CLTA 100 Comprehensive Coverage <input type="checkbox"/> CLTA 103.1A Encroachment Coverage <input type="checkbox"/> CLTA 103.4 Access through an Easement <input type="checkbox"/> CLTA 103.7 Access <input type="checkbox"/> CLTA 110.1 Deletion of Item from Policy <input type="checkbox"/> CLTA 116 Location <input type="checkbox"/> CLTA 116.1 Survey <input type="checkbox"/> CLTA 116.4 Contiguity <input type="checkbox"/> CLTA 116.7 Subdivision <input type="checkbox"/> CLTA 123.3 Zoning <input type="checkbox"/> Aggregate Title Insurance Endorsement <input type="checkbox"/> Others as required (to be quoted on an as needed basis)
9.	<input type="checkbox"/>	CLTA Owner's Policy	Issue CLTA Owner's Policy for properties conveyed to the Judicial Council in fee based on the value of \$ _____, with following selected endorsements, as required:
9a.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 100 Comprehensive Coverage
9b.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 103.1A Encroachment Coverage
9c.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 103.4 Access through an Easement
9d.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 103.7 Access
9e.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 110.1 Deletion of Item from Policy
9f.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 116 Location
9g.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 116.1 Survey
9h.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 116.4 Contiguity
9i.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 116.7 Subdivision
9j.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> CLTA 123.3 Zoning
9k.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> Aggregate Title Insurance Endorsement
9l.	<input type="checkbox"/>	Endorsement to Policy	<input type="checkbox"/> Others as required (to be quoted on an as needed basis)
11.	<input type="checkbox"/>	Record Documents	Recording services for:
	<input type="checkbox"/>		<input type="checkbox"/> Deeds
	<input type="checkbox"/>		<input type="checkbox"/> Certificates of Acceptance
	<input type="checkbox"/>		<input type="checkbox"/> Memoranda
	<input type="checkbox"/>		<input type="checkbox"/> Agreements
	<input type="checkbox"/>		<input type="checkbox"/> Title Corrective Instruments
	<input type="checkbox"/>		<input type="checkbox"/> Other Instruments & Documents
12.	<input type="checkbox"/>	Distribute Documents	Distribute originals or copies (as appropriate) of executed and/or recorded closing documents to the parties.
13.	<input type="checkbox"/>	Escrow Services – Receipt, holding, and disbursement	Receive, hold and disburse to the party or parties entitled thereto amounts required to be deposited into escrow and/or disbursed in connection with the closing of each property transaction.
14.	<input type="checkbox"/>	Escrow Services – Closing Settlement Statements	Prepare closing settlement statements reflecting pro-rations and funds disbursed through escrow in each property transaction. Itemize miscellaneous out-of-pocket expenses for Escrow Services:
	<input type="checkbox"/>	State your price for:	<input type="checkbox"/> Overnight Mail
	<input type="checkbox"/>	State your price for:	<input type="checkbox"/> Courier Fees
	<input type="checkbox"/>	State your price for:	<input type="checkbox"/> Document Preparation
17.	<input type="checkbox"/>	Additional Services	Provide other services in support of fulfilling the Judicial Council's needs with regard to the procurement of title and escrow services, provided that such additional services can be provided in accordance with the provisions of the Standard Agreement that pertain to a Work Order for Additional Services.

Part 2: Pricing Proposal

(To be completed by Title Company)

Judicial Council Request No.

PRICE PROPOSALS MUST BE EQUAL TO OR LOWER THAN CONTRACT PRICING

Delivery Date *(complete Item 1 or 2):*

1. Services will be completed by _____, provided that the Judicial Council authorizes work no later than _____.
2. Services will be completed _____ business days after receipt of Judicial Council Work Authorization.

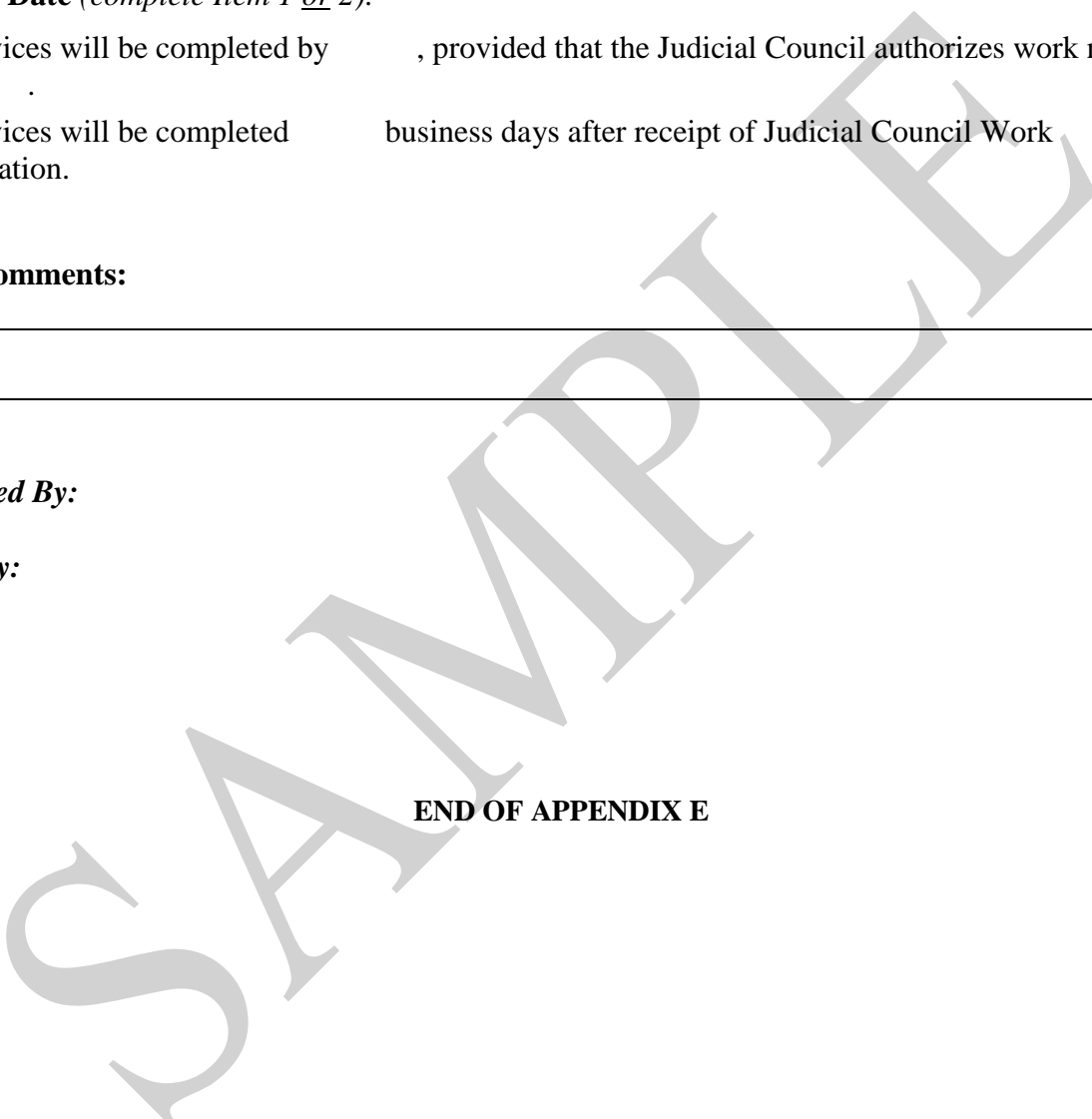
Notes/Comments:

Completed By:

Company:

Date:

END OF APPENDIX E



Agreement No. [@Number] with [@Title Company Name]

APPENDIX F

PRICING SCHEDULE

Firm Fixed Price and Hourly Rates submitted in Title Company's Proposal

END OF APPENDIX F

SAMPLE

APPENDIX G

STATEMENT OF WORK

OVERVIEW

Title, escrow, and related services required by the Judicial Council are described below. Services will be required on an as-needed basis for an undetermined number of existing court facilities and prospective court facility sites throughout the State of California. The Judicial Council may order title and escrow services at any time during the agreement term or not at all. The subject properties are located in various counties throughout the state and are located in urban, suburban and rural areas.

REQUIRED SERVICES AND MAXIMUM NUMBER OF BUSINESS DAYS TO COMPLETE SERVICES

No.	Service Description	Maximum No. of Business Days to Complete
1.	UPDATES TO REPORTS: Issue updates to existing preliminary reports, including copies of all underlying exception and exclusion documents.	5
2.	NEW REPORTS: Issue new preliminary reports, including copies of all underlying exception and exclusion documents. The following two (2) scenarios may apply:	
2a.	The Judicial Council <u>will</u> provide a copy of an existing title policy or preliminary report.	10
2b.	The Judicial Council will <u>not</u> provide a copy of an existing title policy or preliminary report.	15
3.	OTHER INFORMATION AND DOCUMENTS: Provide other related information and documents of record concerning title to a property, such as copies of vesting deeds, parcel maps, tract maps, all maps referenced in the legal description of the subject property, and other documents, upon request.	4
4.	CHAIN OF TITLE: Issue chain of title reports upon request.	
4a.	Issue Chain of Title going back 30 years.	30
4b.	Issue Chain of Title going back beyond 30 years.	45
5.	LITIGATION GUARANTEES: Issue litigation guarantees upon request.	10
6.	LEGAL DESCRIPTIONS: Assist the Judicial Council and its consultants with the review of legal descriptions for:	
6a.	Public and private properties.	15

No.	Service Description	Maximum No. of Business Days to Complete
6b.	Unrecorded easements, rights of way or other apparent encumbrances or rights.	5
6c.	Plot easements, rights of way and other title exceptions and encumbrances.	5
7.	MARKETABLE TITLE: Assist the Judicial Council and its consultants and the property owners in resolving issues affecting marketable title to properties by providing necessary services, including but not limited to the following:	
7a.	Review proposed corrective instruments.	2
7b.	Advise as to whether a particular proposed corrective instrument achieves its purpose, or (if it does not) what revisions are needed so that it does achieve its purpose.	5
7c.	Record corrective instruments.	5
7d.	Provide additional services on an "as needed" basis.	
8.	PRO FORMAS: Issue Pro Forma Title Policies upon request by the Judicial Council. The Judicial Council will designate the amount of insurance required.	15
9.	CLTA COVERAGE: Issue CLTA owner's policies of title insurance for properties conveyed to the Judicial Council in fee (as designated by the Judicial Council) together with appropriate title endorsements, including, but not limited to:	15
9a.	CLTA 100 Comprehensive Coverage	
9b.	CLTA 103.1A Encroachment Coverage	
9c.	CLTA 103.4 Access through an Easement	
9d.	CLTA 103.7 Access	
9e.	CLTA 110.1 Deletion of Item from Policy	
9f.	CLTA 116 Location	
9g.	CLTA 116.1 Survey	
9h.	CLTA 116.4 Contiguity	
9i.	CLTA 116.7 Subdivision	

No.	Service Description	Maximum No. of Business Days to Complete
9j.	CLTA 123.3 Zoning	
9k.	Aggregate Title Insurance Endorsement	
9l.	Others as required (to be quoted on an as needed basis through the Work Authorization process)	
10.	AGGREGATE TITLE INSURANCE ENDORSEMENT: Provide an aggregate title insurance endorsement under one master extended-coverage owner's policy covering all or a portion of Judicial Branch properties (as specifically requested by the Judicial Council) which your firm has insured or will insure.	5
11.	RECORD DOCUMENTS: Record deeds, easements, memoranda of agreements and related documents required with respect to the transfer of title, or other insurable interest in, each property in the office of the County Recorder for the county in which the property is located, even if said recordation is not in connection with an open escrow or with the issuance of a policy (courtesy recording).	3
12.	DISTRIBUTE DOCUMENTS: Distribute originals or copies (as appropriate) of executed and/or recorded closing documents to the parties.	5
13.	ESCROW: Receive, hold and disburse to the party or parties entitled thereto amounts required to be deposited into escrow and/or disbursed in connection with the closing of each property transaction.	3
14.	CLOSING STATEMENTS: Prepare closing settlement statements reflecting pro-rations and funds disbursed through escrow in each property transaction. Itemize miscellaneous out-of-pocket expenses for Escrow Services: a) overnight mail; b) courier fees; c) document preparation.	2
15.	DELIVERY OF REPORTS, POLICIES OF TITLE INSURANCE, AND OTHER DOCUMENTS: The Judicial Council requires all documents, title reports, policies of title insurance, and status reports to be delivered by e-mail to the Judicial Council. If documents contain hyperlinks to other documents, the hyperlinks must remain active and accessible to the Judicial Council throughout the term of the Standard Agreement (including any renewal terms), and for a minimum of 24 months after the expiration of the Standard Agreement.	
16.	PROPERTY PROFILES: Provide designated Judicial Council personnel with access to run property profiles online or provide copies of requested property profiles on request.	2

No.	Service Description	Maximum No. of Business Days to Complete
17.	ADDITIONAL SERVICES: Provide other services in support of fulfilling the Judicial Council's needs with regard to the procurement of title and escrow services, provided that such additional services can be provided in accordance with the provisions of the Standard Agreement that pertain to a Work Order for Additional Services.	

END OF APPENDIX G

SAMPLE

APPENDIX H

AGGREGATE TITLE INSURANCE ENDORSEMENT SAMPLE

The following policies are issued in conjunction with one another: See Schedule A attached hereto and made a part hereof.

Notwithstanding the provisions of Section _____ of the Conditions of this policy, the Amount of Insurance under this policy at the time of payment of loss hereunder shall be 150% of the amount shown in Schedule A, to wit \$_____. At no time shall the Amount of Insurance under this policy and the other policies identified above exceed in the aggregate \$_____. All payments made by the Title Company under this policy or any of the other policies identified above, except the payments made for costs, attorney's fees and expenses, shall reduce the aggregate amount of insurance pro tanto.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is Inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Schedule "A"

POLICY NUMBER	COUNTY	STATE	AMOUNT
	San Joaquin	California	\$ to be filled in based on sales prices of property
	Merced	California	
	Contra Costa	California	
	Contra Costa	California	
	Fresno	California	
	Alameda	California	
	Alameda	California	
	Alameda	California	
	Butte	California	
	Santa Barbara	California	
	Plumas	California	
	Santa Barbara	California	
	Lassen	California	
	Lassen	California	
	Fresno	California	
	Sacramento	California	

END OF APPENDIX H