

ATTACHMENT B, SAMPLE SERVICES – SHORT FORM AGREEMENT

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS  
**SERVICES—SHORT FORM AGREEMENT** rev 08-08

**—NOT TO EXCEED \$50,000—**

AGREEMENT NUMBER <b>[Agreement Number]</b>
FEDERAL EMPLOYER ID NUMBER <b>[Fed. Employer ID Number]</b>

- In this services agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.
- This Agreement becomes effective as of **[Date]**, (the “Effective Date”) and expires on **[Date]**.
- The maximum amount that the AOC may pay Contractor under this Agreement is **[Dollar amount]** (the “Maximum Amount”).
- This Agreement incorporates and the parties agree to the attached provisions labeled “Services—Short Form Agreement Terms” and “Additional Provisions.” This Agreement represents the parties’ entire understanding regarding its subject matter.
- Contractor will perform the following services (the “Services”), and deliver the following work product (the “Work Product”):



**Services:**

Description of Services	<b>[Insert description of Services.]</b>
Completion Date	<b>[Insert completion date.]</b>
Acceptance Criteria	<b>[Insert acceptance criteria.]</b>

**Work Product:**

Description of Work Product	<b>[Insert description of Work Product. If there is no Work Product, insert “None.”]</b>
Delivery Date	<b>[Insert delivery date. If there is no Work Product, insert “None.”]</b>
Acceptance Criteria	<b>[Insert acceptance criteria. If there is no Work Product, insert “None.”]</b>

- The AOC’s project manager is: **[Insert project manager’s name.]**
- The AOC will pay Contractor as follows: **[Insert payment description.]**

AOC’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> <b>[Contractor name]</b>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>
ADDRESS Attn: Business Services Manager 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS <b>[Address]</b>

**Administrative Office of the Courts Use Only**

Agreement Number	[Agreement Number]
Contractor Name	[Contractor name]

Fund Title	Program/ Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount

Amount Encumbered by this Document:	Prior Amount Encumbered for this Contract:	Total Amount Encumbered to Date:
\$	\$	\$

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

SIGNATURE OF ACCOUNTING OFFICER 	DATE
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SAMPLE

## SERVICES—SHORT FORM AGREEMENT TERMS

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services and deliver all Work Product as specified on the first page of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the first page of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.
- B. ACCEPTANCE.** All Services and Work Product are subject to written acceptance by the AOC. The AOC may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the AOC does not signify acceptance of the Services or Work Product.
- C. PUBLICITY.** Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the AOC Business Services Manager's prior written approval, which may be denied for any or no reason. The AOC Business Services Manager will not approve any public announcement, press release, or other writing that could be construed as an endorsement of Contractor.
- D. INVOICES, PAYMENT AND SETOFF.** After the AOC has accepted Services and Work Product, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work Product to "AOC—Accounts Payable" at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the AOC considers reasonably necessary to permit the AOC to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the AOC rejects any Services or Work Product after payment to Contractor, the AOC may exercise all contractual and other legal remedies, including (i) setting off the overpayment against future invoices payable by the AOC, (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (iii) requiring Contractor to refund the overpayment within 30 days of the AOC's request. Unless Contractor is a state agency or other governmental entity, the AOC will take no action on invoices submitted before Contractor has provided a current form "Std 204 (Payee Data Record Form)," which Contractor may obtain from the AOC.
- E. WARRANTIES.** Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the AOC, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.
- F. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the AOC's authorized representative.
- G. 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 AOC or its representative during normal business hours for inspection and copying.
- H. INDEMNITY.** CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE AOC AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. 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, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE AOC.
- I. TERMINATION.** The AOC may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the AOC terminates this Agreement for convenience, the AOC'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 an hourly or other time-based rate for Services is specified on the first page of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the AOC's directions as to work in progress and the delivery of completed or partially-completed Work Product.
- J. 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.
- K. 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 AOC.
- L. 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 AOC. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the AOC, 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.

## ADDITIONAL PROVISIONS

### 1. Ownership of Intellectual Property, Etc.

- A. Unless the Contractor and the AOC reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the AOC's requirement (i) without limitation all photographs, designs, characters, illustrations, drawings, animations, web page designs or other artworks of any kind produced or reproduced on paper, electronically, or in any other medium (collectively, "**Artworks**"), that were created in whole or in part during the term of this Agreement by the Contractor or by any of its employees, agents, or subcontractors, in the course of or related to providing services to the AOC shall be licensed to the AOC for unlimited and exclusive use, and the Contractor shall retain the copyright in the Artworks, and (ii) the Contractor will immediately disclose to the AOC all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "**Creations**") made, in whole or in part, by the Contractor in the course of or related to providing services to the AOC.
- B. Unlimited and exclusive use of the above Artworks and Creations shall vest exclusively with the AOC, and the Contractor hereby assigns a license for unlimited, exclusive use of such Artworks, and Creations to the AOC, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to the AOC, to the extent any such assignment may be necessary or advisable in order to vest these rights exclusively in the AOC, and the Contractor warrants and represents to the AOC that the Contractor has sole legal control of such rights and is duly authorized to assign such rights to the AOC free and clear of any liens or claims by any other person or entity. The Contractor agrees to execute any documents required by the AOC to register its rights and to implement the provisions herein.

### 2. AOC Travel Rate Guidelines

- A. **Lodging** – Receipts are required and each day of lodging claimed must be listed separately. Maximum rates are listed below.
- i. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
  - ii. Out-of-state – Actual costs are reimbursable with appropriate prior written approval.
- B. **Meals** – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.
- i. Breakfast – Up to \$6.
  - ii. Lunch – Up to \$10.
  - iii. Dinner – Up to \$18.
- C. For continuous travel of less than 24 hours, actual expenses up to the above limits are reimbursable if:
- i. 1. Travel begins one hour before normal work hours – Breakfast may be claimed.
  - ii. 2. Travel ends one hour after normal work hours – Dinner may be claimed.
  - iii. Lunch may not be claimed on trips of less than 24 hours.
- D. **Incidental Expenses** – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.
- E. **Transportation** – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.
- i. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
  - ii. Mileage – Personal vehicle mileage is reimbursable at a rate of \$.585 per mile
- F. **Other Business Expenses** – Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed.
- G. Receipts for telephone or telegraph charges related to the performance of the contract of \$2.50 or less are not required. However, claims for phone calls must include the place and party called.