



JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET (rev 07-14-15)

AGREEMENT NUMBER @Agreement Number
FEDERAL EMPLOYER ID NUMBER @Fed. Employer ID Number

- In this agreement (the "Agreement") the term "Contractor" refers to **@Contractor name**, and the term "Judicial Council" refers to the **Judicial Council of California**.
- This Agreement becomes effective as of **12/01/2019** (the "Effective Date") and expires on **11/30/2022** (the "Expiration Date"). This Agreement includes four (4), single one-year (1) options to extend through **11/30/2026** ("Option Term(s)").
- The title of this Agreement is: **Non-sworn, unarmed uniformed security guard services for the offices of the Judicial Council, and the Supreme Court of California and the Courts of Appeal (together, the "Court(s)").**

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.
- The maximum Contract Amount payable by the Judicial Council to the Contractor under this Agreement for the period commencing from **12/01/2019** to **11/30/2022** is **\$\$@Dollar amount**. Any subsequent payment periods added to the Agreement during any Option Term will require a bilateral Amendment.
- The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence:
Exhibits A, B, C, and D.

- Exhibit A, Standard Provisions;
- Exhibit B, Special Provisions;
- Exhibit C, Payment Provisions;
- Exhibit D, Work to be Performed;
- Attachment 1 - Site Staffing and Hourly Rates;
- Attachment 2 - Court Liaisons and Locations;
- Attachment 3 - Contractor's Policies and Procedures; and,
- Attachment 4 - Site Coverage and Configurations.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) @Contractor name
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING @name and title	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS @Address

Judicial Council Standard Agreement No. @ct
with @Ktr

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

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

2. Relationship of Parties

The Contractor and its agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Judicial Council, the Courts, or the State of California. The Contractor and its agents and employees will not be covered by any employee benefit plans of the Judicial Council or the Courts. Contractor will determine the method, details and means of performing its obligations under this Agreement, including without limitation, setting the wages and benefits for its agents and employees. The Judicial Council and the Courts are exempt from California Government Code Sections 19130-19134; accordingly, the Contractor is not required to provide its agents or employees the wages or benefits described in those sections. The Contractor is solely responsible for all matters relating to the payment of its agents and employees, including compliance with social security, withholding all employee benefits, and all regulations governing such matters.

3. Termination for Cause

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

4. No Assignment

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

5. Time of Essence

Judicial Council Standard Agreement No. @ct
with @Ktr

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

6. Validity of Alterations

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

7. Consideration

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

END OF EXHIBIT A

ATTACHMENT 2-SAMPLE

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

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

- A. “**Acceptance**” means the written acceptance issued to the Contractor by the COA Project Manager after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, such as the quarterly performance reports, in compliance with the Contract Documents, including without limitation, Exhibit D, Work to Be Performed.
- B. “**Agreement**” is defined on the Coversheet.
- C. “**Administrative Director of the Courts**” refers to that individual, or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.
- D. “**Amendment**” means a written document issued by the Judicial Council and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- E. The “**COA Project Manager**” is an assigned representative or designee of the Judicial Council and the Courts and is referenced in Exhibit B, Section 5. The Judicial Council or the Courts may change its project manager at any time upon notice to Contractor.
- F. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- G. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”
- H. “**Contract Amount**” is defined in Exhibit C.
- I. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, subsidiaries, affiliates, or combination thereof, including

joint ventures, contracting with the Judicial Council to do the Contract Work. The Contractor is one of the parties to this Agreement.

- J. The “**Contractor’s Project Manager**” is an assigned representative or designee of the Contractor referenced in Exhibit B, Section 5. Subject to written approval by the Judicial Council, the Contractor may change its project manager at any time.
- K. “**Courts**” refers to the Supreme Court of California and the Courts of Appeal as defined on the Coversheet.
- L. “**Coversheet**” refers to the first page of this Agreement.
- M. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- N. “**Day**” means calendar day, unless otherwise specified.
- O. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Judicial Council for acceptance.
- P. “**Disabled Veteran’s Business Enterprise**” or “**DVBE**” means a business entity that has complied with the requirements under California law to become certified by the California Office of Small Business Certification and Resources as a business owned and operated by a disabled veteran of the United States military, naval or air services.
- Q. “**Effective Date**” is defined on the Coversheet.
- R. “**Expiration Date**” is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.
- S. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the Judicial Council are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- 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.
- T. “**Hourly Rate**” means an hourly rate specified in Attachment 1 for each such hour of authorized Work the Contractor’s personnel actually performed.
- U. “**Initial Term**” is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.
- V. The “**Judicial Council of California**” is defined on the Coversheet.

- W. **“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.
- X. **“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.
- Y. **“Judicial Council Standard Agreement”** means the form used by the Judicial Council to enter into agreements with other parties. Several originally signed, fully executed versions of the Judicial Council Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- Z. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- AA. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- BB. **“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the Judicial Council.
- CC. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the Judicial Council and the Judicial Council’s representatives.
- DD. A **“Site(s)”** refers to the Judicial Council and the locations of the Courts specified in Attachment 4, Site Coverage and Configurations.
- EE. **“Stop Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the Judicial Council may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- FF. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.

- GG. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Judicial Council.
- HH. **“Term”** refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further on the Coversheet to the Agreement, and in Exhibit B, Section 37.
- II. **“Third-Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, State agency, other governmental entity or combination thereof, including joint ventures, other than the Judicial Council or the Contractor, which is not a party to this Agreement.
- JJ. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the Judicial Council. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.
- KK. **“Working Hours”** refers to an average eight (8) to twelve (12) hour work shift in a business day, Monday through Friday at all court locations, and Saturday and Sunday for some court locations. Start and end times vary from court to court which are referenced on Attachment 4, Site Coverage and Configurations.

2. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the Judicial Council may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the Judicial Council terminates all or a portion of this Agreement other than for cause, the Judicial Council shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

3. Judicial Council's Obligation Subject to Availability of Funds

- A. The Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. The Judicial Council may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the Judicial Council may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:

- i. The Judicial Council will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

4. Stop Work

- A. The Judicial Council may, at any time, by written Notice to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree (“**Stop Work Order**”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of 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, the Contractor shall resume Work. The Judicial Council shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in the Contractor’s cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the Judicial Council decides the facts justify the action, the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the Judicial Council’s Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the Judicial Council shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

D. The Judicial Council shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

5. Agreement Notices / Administration / Communication

A. Under this Agreement, the COA Project Manager shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the COA Project Manager.

i. Any Notice from the Contractor to the Judicial Council and to the Courts shall be in writing and shall be delivered as follows:

@COA, Project Manager

@Attn

@Address1

@Address2

With a copy to:

Attn: Contracts Manager
Judicial Council of California
Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

ii. @Other than for Notices, the COA Project Manager may be contacted as follows:

@COA, Project Manager

Telephone: @@@-@@@-@@@@

Facsimile: @@@-@@@-@@@@

Email: @jud.ca.gov

iii. Notice to the Contractor's Project Manager shall be directed in writing to:

@Ktr

@Attn

@Address1

@Address2

iv. @Other than for Notices, the Contractor's Project Manager may be contacted as follows:

@Attn

Telephone: @

Facsimile: @

Email: @

6. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the Judicial Council's satisfaction and in compliance with the Nondiscrimination / No Harassment Clause, as set forth in Section 17 of this Exhibit B.

7. Subcontracting

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

8. Changes and Amendments

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

9. Agreement Term and Option to Extend

- A. The Initial Term of the Agreement shall commence on the Effective Date and end on the Expiration Date set forth on the Coversheet. This Agreement is of no force and effect until signed by both parties and all approvals are secured. Any commencement of performance prior to Agreement approval shall be done so at the Contractor's own risk; notice to proceed shall not be official until this Agreement is fully executed.
- B. Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Judicial Council may, at its sole discretion, extend this Agreement up to four (4), single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Judicial Council must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

10. Accounting System Requirement

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

11. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years.

The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

12. Audit

The Contractor shall permit the authorized representative of the Judicial Council or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the Judicial Council under this Agreement. Contractor shall correct any errors and deficiencies found by the 20th day of the month following the review or audit. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

13. Insurance and Bond Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation Insurance in compliance with California Labor Code Section 3700.
 - ii. Employers' Liability Insurance with limits not less than **\$1,000,000.00** for each accident.
 - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Public Liability Insurance with a Combined Single Limit (CSL) of no less than **\$1,000,000.00** per occurrence.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Judicial Council. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the Judicial Council and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The Judicial Council, its officers, officials, employees and agents are to be covered as **additional insureds** as respects to liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

- ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the Judicial Council, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Judicial Council, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the Judicial Council certificates of insurance satisfactory to the Judicial Council evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the Judicial Council's request. Each certificate must include: (i) name and address of the insurance company, (ii) the policy number, (iii) beginning and ending dates of the policy, (iv) statement that neither the Judicial Council, nor any of its agencies, will be responsible for any premium or assessment on the policy.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the Judicial Council, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Judicial Council, the Contractor shall, upon Notice to that effect from the Judicial Council, promptly obtain a new policy, and shall submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the Judicial Council of cancellation, nonrenewal, and reduction in coverage, at least thirty (30) Days prior written notice, mailed to the following address: Judicial Council of California, Contracts Manager, Branch Accounting and Procurement, 455 Golden Gate Ave., 6th Floor, San Francisco, CA 94102-3688.
- H. In the event Contractor fails to keep at all times during the Term of this Agreement the insurance coverage as herein prescribed, the Judicial Council may, in addition to any other remedies it may have, terminate this Agreement effective the last day of insurance coverage.
- I. 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.
- J. Bond Requirements. The Contractor's personnel performing the Work described in Exhibit D, Work to be Performed, must be covered under an employee fidelity bond with a limit of at least \$1,000,000.00.
14. Confidentiality
- A. Both the Judicial Council and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council may disclose Confidential Information to the Contractor.
 - B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential

information. It is understood, however, that the Contractor may disclose the Judicial Council's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the COA Project Manager, representatives of the Judicial Council that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.

- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

15. Conflict of Interest

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

16. Covenant Against Gratuities

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

17. Judicial Branch Contracting Law Provisions

The Judicial Branch Contracting Law (JBCL) provisions are required for compliance with Public Contract Code (“PCC”), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual (“JBCM”) adopted pursuant to that law.

- A. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true, and shall cause these representations and warranties to remain true during the term of this Agreement. Contractor shall promptly notify the Judicial Council if any representation and warranty becomes untrue.
- i. **Non-discrimination.** Contractor complies with the Federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination.
 - ii. **National Labor Relations Board.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
 - iii. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Judicial Council.
- B. **Provisions Applicable Only to Certain Agreements.** The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the agreement is not of the type described in the title of a subsection, then that subsection does not apply to the agreement.
- i. **Agreements over \$10,000.** This Agreement is subject to examinations and audit by the California State Auditor for a period of three years after final payment.
 - ii. **Agreements over \$50,000.** No funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

- iii. **Agreements of \$100,000 or More.** Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- iv. **Agreements for Services over \$200,000 (excluding consulting services).** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare & Institutions Code section 11200 and PCC 10353.
- v. **Agreements of \$1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Judicial Council to enter into this Agreement pursuant to PCC 2203(c).
- vi. **Agreements for which Contractor has Committed to Achieve DVBE Participation.** Contractor shall within sixty (60) days of receiving final payment under this Agreement certify in a report to the Judicial Council: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise (“DVBE”) that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- vii. **Agreements Resulting from Competitive Solicitations.** Contractor shall assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to the Contractor. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by the

Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the Judicial Council shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.

- viii. **Agreements Allowing for Reimbursement of Contractor's Costs.** Contractor must include with any request for reimbursement from the Judicial Council a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- ix. **Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs.** Contractor is, and will remain for the Term of the Agreement, qualified to do business and in good standing in California.

18. Standard of Professionalism

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

19. Evaluation of Contractor

The COA Project Manager will evaluate the Contractor's performance as set forth in Section 29 of this Exhibit B.

20. Service Guarantee

The Contractor agrees that throughout the term of this Agreement, the guarantee set forth in the provision shall apply. The Contractor guarantees that Work performed pursuant to this Agreement shall be fit for use as reasonably intended by the parties and shall be in accordance with Contract and performance requirements.

21. Services Warranty

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

22. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the Term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement. The Contractor and Contractor's agents and employees shall possess all licenses, registrations, and permits required by the California Department of Consumer Affairs, Bureau of Collection and Investigative Services. Such license and permits are to be presented to the Judicial Council or Courts on demand, and shall include the following:

- A. Private Patrol Operator's License: The Contractor shall furnish its current and valid private patrol operator's number. The Contractor shall notify the COA Project Manager immediately if its license expires without immediate renewal or is suspended or cancelled. Expiration without immediate renewal, suspension or cancellation of the Contractor's private patrol license automatically terminates this Agreement, and the Judicial Council will not pay for services rendered after effective date of the expiration, suspension, or cancellation. The Judicial Council may reinstate the Agreement, if the Judicial Council determines, at its sole discretion that the expiration without immediate renewal, suspension, or cancellation was caused by administrative error by a JBE or by an excusable error in completing applications by the Contractor, and the license has been reinstated or renewed.
- B. Guard Registration Card: The Contractor's security guards shall be registered and shall have a current and valid guard registration card in their possession while on duty. The guard registration cards must be current and must be presented to the Judicial Council or Courts upon demand. If a Contractor's security guard is unable to present his/her guard registration card upon demand, he/she will be relieved from duty and Contractor shall, within seventy-two (72) hours or sooner, provide a security guard who has appropriate cards in his/her possession, at no additional cost to the Judicial Council. This Agreement is subject to immediate termination if the Contractor is unable to provide security guards which conform to the Agreement's requirements.

23. Third-Party Beneficiary

The Courts shall be an intended Third-Party beneficiary of this Agreement. Without limiting the foregoing, the Judicial Council and the Contractor agree and acknowledge that the Courts shall have the right to enforce all terms and conditions set forth herein that affect such Courts. In the event the Courts give conflicting instructions or make conflicting determinations with respect to any matter, it shall be the Judicial Council's responsibility to resolve any such conflict promptly.

24. Copyrights and Rights in Data

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

25. Ownership of Results

Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the Judicial Council. Upon the Judicial Council's written request, the

Contractor shall provide the Judicial Council with all this Data within thirty (30) Days of the request.

26. Limitation on Publication

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

27. Limitation on Judicial Council's Liability

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

28. Contractor's Personnel--Replacement

A. The Contractor shall provide qualified personnel to perform the Work set forth in Exhibit D, Work to be Performed. The Contractor's Project Manager shall:

- i. Serve as the primary contact with the Judicial Council, the COA Project Manager and the on-site Court Liaisons;
- ii. Manage the day to day activities of the Contractor's personnel;
- iii. Identify the appropriate resources needed;
- iv. Plan and schedule the Work of its personnel;
- v. Meet budget and schedule commitments under the Agreement;
- vi. Provide quarterly reports on performance of personnel in accordance with the requirements set forth in this Agreement; and
- vii. Manage the overall quality of the Deliverables and the Work performed.

B. The Judicial Council reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the Judicial Council under this Agreement if in the Judicial Council's opinion, the performance of the Contractor's personnel is unsatisfactory. The Judicial Council agrees to provide Notice to the Contractor in the event it makes such a determination. If the Judicial Council exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.

C. From time to time and as circumstances occur, Contractor's personnel may be reassigned by written direction of the COA Project Manager, without further cost to the Judicial Council. If additional personnel are required, the additional cost to the Judicial Council will be based on the hourly wages as set forth in Section 2, Exhibit C, Compensation for Work. Overtime rates will not apply if the COA Project Manager provides the Contractor with thirty (30) business days prior written notice, if the assignment will be an on-going established position, or if Contractor's personnel is required for oral arguments at the designated appellate court, unless expressly provided otherwise by the on-site Court Liaison. If circumstances require, the Judicial Council may reduce services of personnel or modify Site coverage. In any event, the Judicial Council will only pay for Work performed by Contractor's personnel assigned to a Site under this Agreement.

29. Reporting Requirements -- Performance of Personnel

- A. From and after the Effective Date and continuing until the Agreement has expired or is terminated, whichever occurs first, the Contractor will submit to the COA Project Manager quarterly performance reports within thirty (30) business days following the last business day at the end of each calendar quarter, provided, however, the COA Project Manager may agree and authorize in writing to extend the reporting due date upon receiving from the Contractor's Project Manager prior written notice within five (5) business days before the quarterly performance reports are due. Failure to submit quarterly performance reports when due will entitle the Judicial Council to liquidated damages referenced in Section 6 of Exhibit C, in addition to any other rights or remedies that the Judicial Council may have under this Agreement, including termination for cause.
- B. Each quarterly report is to provide the Contractor and the Judicial Council with a status of the performance of each personnel assigned at the Sites in accordance with Exhibit D, Work to be Performed. Each quarterly report shall include, but is not limited to, the following sections:
- i. Narrative summary: This section shall be a thorough written statement of the Contractor's personnel performance at the Sites in accordance with the requirements set forth in Exhibit D, and the progress made during the previous quarter. It should include work performed, work status, work progress difficulties encountered, remedial actions taken, and the type of performance complaints and violations reported that necessitated these problems. Performance complaints and violations include, but are not limited to, the following:
 - a. No-show rate / No *backfill*;
 - b. Missed guard shifts;
 - c. Missed supervisory visits/shifts;
 - d. Customers, patrons, Judicial Council, COA Project Manager, on-site Court Liaisons, and Court personnel complaints;
 - e. Violations of policies, procedures and performance requirements;
 - f. Violations of uniform dress, appearance standards, and missing badges.
 - ii. Performance Summary: This section shall state in a measurable format the number of non-performance violations filed during the quarter. It should include a list of personnel at each Site, the number of complaints and violations filed against personnel at each Site, the number of other infractions filed against personnel at each Site, and a statement setting forth the nature of each complaint and violation and the steps being taken by the Contractor to correct the non-performance of personnel listed on the report.
 - iii. Performance Evaluation: The COA Project Manager, in his/her sole discretion, will review and evaluate the quarterly report submitted by the Contractor, including, but not limited to receiving any verbal or written feedback or a written assessment from the on-site Court Liaisons, and assign a performance threshold score ("Performance Threshold") based on the performance requirements set forth in Exhibit D. If the Contractor fails to meet or exceed a Performance Threshold of 95% during any calendar quarter, the COA Project Manager will send written Notice to the Contractor setting forth the non-performance infractions and request the Contractor to correct

said non-performance infractions, in a reasonable time established by the COA Project Manager. If Contractor does not correct the non-performance infractions in the time requested, the Judicial Council will be entitled to liquidated damages set forth in Section 6 of Exhibit C, in addition to any other rights or remedies that the Judicial Council may have under this Agreement, including termination for cause.

30. Background Check Requirements

The Contractor shall conduct a background check that, for each person upon which such background check is conducted, accurately produces a list of all felony convictions of any kind such person has had in any state or federal court. For purposes of this Exhibit, “conviction” includes a verdict of guilty, a plea of guilty, a plea of *nolo contendere*, or a forfeiture of bail in any state or federal court, regardless of whether sentence is or was imposed. In addition, all background checks on all personnel is to be conducted before the Contractor’s personnel are assigned to this Agreement. Background checks must include fingerprinting. The Judicial Council reserves the right to review all background checks and to conduct security clearances on all personnel assigned. The Judicial Council may verify each license and obtain a complaint history of the Contractor from the Department of Consumer Affairs, Bureau of Collection and Investigative Services.

31. Dispute Resolution

- A. Project Manager Negotiations. The COA Project Manager and the Contractor’s Project Manager shall attempt in good faith to informally and promptly resolve any disagreement that arises (“**Dispute**”) that can be settled within the limits of authority granted them under this Agreement.
- B. Dispute Notice. If the settlement of a disagreement is beyond the authority allowed the COA Project Manager and the Contractor’s Project Manager under this Agreement, or if a disagreement has in the opinion of either Party persisted for an undue length of time, either Party may submit a written Notice to the other Party that the Parties will commence the procedure set forth in this provision to resolve the Dispute (“**Dispute Notice**”). The Dispute Notice shall include: (i) detailed factual information and supporting documentation in support of the submitting Party’s position; (ii) the specific Agreement provisions on which the Dispute is based; and (iii) if the Dispute involves a cost adjustment, the exact amount of the cost adjustment accompanied by all records supporting the submitting Party’s position. The Dispute Notice shall include a written statement signed by an authorized representative of the submitting Party indicating that the Dispute is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested, if any, accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Dispute, the submitting Party shall promptly comply with reasonable requests for additional information.
- C. Dispute Notice Response. Within fifteen (15) Days of receiving the Dispute Notice, the receiving Party shall provide a written response to the submitting Party’s Dispute Notice (“**Dispute Notice Response**”). The Dispute Notice Response shall include: (i) detailed factual information and supporting documentation in support of the receiving Party’s position; and (ii) if the Dispute involves a cost adjustment, state the exact

amount that the receiving Party believes is at issue accompanied by all records supporting the receiving Party's position.

- D. Senior Level Negotiations. If after fifteen (15) Days of receipt of the Dispute Notice Response by the submitting Party or, in the event that the receiving Party fails to timely submit a Dispute Notice Response, either Party may, by providing written Notice to the other Party, request that the Dispute be resolved by direct negotiations between senior level negotiators of the Parties ("**Senior Level Negotiations Notice**"). The senior level negotiators shall meet in person or by phone as often as they deem reasonably necessary to exchange information and attempt to resolve the Dispute within thirty (30) Days after the Senior Level Negotiations Notice is given to the other Party.
- E. Litigation. If the senior level negotiations do not result in resolution of the Dispute, either Party may pursue any legally available remedy.
- F. Confidentiality. All negotiations conducted pursuant to this section are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code section 703.5 and sections 1115 through 1128.
- G. Continuation of Work. Pending the final resolution of any Dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance any Work under Dispute in accordance with the provisions of this Agreement and the Judicial Council's instructions. Contractor's failure to diligently proceed with performance in this manner will be considered a material breach of this Agreement.

32. Transition Services

- A. During the Transition Period, the Contractor shall provide to the Judicial Council or the Judicial Council's designee, in a manner consistent with Contractor's normal business practices, the services set forth in the Transition Plan, if any, or any other services reasonably necessary to enable the Judicial Council to obtain from another contractor, or to provide for itself, services to substitute for or replace the services provided by Contractor under this Agreement without interruption or adverse effect and to facilitate the orderly transfer of the Services to the Judicial Council or the Judicial Council's designee (collectively, "**Transition Services**"). Contractor shall provide Transition Services to the Judicial Council or the Judicial Council's designee regardless of the reason for termination or expiration.
- B. Transition Services shall be provided at no cost to the Judicial Council or the Judicial Council's designated successor except as otherwise provided for in Exhibit C, Payment Provisions.

33. Drug-Free Workplace

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

34. Americans with Disabilities Act

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

35. California Law

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

36. Severability

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

37. Waiver

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

38. Signature Authority

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

39. Survival

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

40. Disclaimer

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 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.

41. Entire Agreement

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

END OF EXHIBIT B

ATTACHMENT 2-SAMPLE

EXHIBIT C
PAYMENT PROVISIONS

1. Contract Amount

A. The total amount the Judicial Council may pay to the Contractor under this Agreement for performing the Work set forth in Exhibit D, Work to be Performed, and any allowable expenses, shall be actual costs not-to-exceed the total amount encumbered to date (the "Contract Amount") as set forth on the Coversheet to this Agreement and any subsequent Amendment Coversheets thereto.

2. Compensation for Contract Work

A. The hourly rates set forth in Attachment 1, Site Staffing and Hourly Rates, are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the Judicial Council, with the exception of certain expenses as set forth below under Compensation for Allowable Expenses. Only Work performed by the personnel referenced on Attachment 1 is billable. Work performed by unauthorized personnel of the Contractor is not billable, including any work performed by Contractor's area supervisor or Project Manager.

B. If authorized and required to work Judicial Council (State) holidays, hourly rates for work performed will be calculated and paid at a factor of 1.5x (times) the unit hourly rate. Holidays not worked will not be paid. Judicial Council holidays are as follows:

- i. New Year's Day
- ii. Martin Luther King, Jr., Day
- iii. Lincoln's Birthday
- iv. Washington's Birthday
- v. César Chávez Day
- vi. Memorial Day
- vii. Independence Day
- viii. Labor Day
- ix. Columbus Day
- x. Veterans Day
- xi. Thanksgiving Day
- xii. Day after Thanksgiving
- xiii. Christmas Day

C. Unless authorized in advance writing by the on-site Court Liasion referenced in Attachment 2 , overtime rate can be used, if hours worked exceeds eight (8) hours in a given day or forty (40) hours in a given week and in accordance with all labor code laws, State and federal wage laws, and California meal and rest break laws.

- i. The Judicial Council will not be charged for overtime if the Contractor's relief guard is late for any reason and the current guard's shift is extended past eight (8) hours or a 40-hour week. The Contractor shall absorb such overtime costs.
 - ii. Contractor's billing rate for any relief guard shall be at a rate equal to or less than the originally scheduled guard. The Judicial Council will not pay for a relief guard at a rate higher than the originally scheduled guard.
 - D. At the commencement of any Option Term and continuing through the expiration of such Option Term, the Judicial Council, in its sole discretion, may adjust the Contractor's compensation according to the following formula: (a) the most recently reported monthly PPI preliminary data (as defined below) for the month preceding the commencement date of the applicable Option Term, divided by (b) the monthly PPI (as defined below) as of the commencement date of the preceding Term; provided, however, that in no event shall the amount of any increase exceed five percent (5%) of the Contractor's unit prices in effect for the preceding Term. "PPI" means the Producer Price Index Industry Data for Security Guards and Patrol Officers Series as published by the Bureau of Labor Statistics.
 - E. The Contractor shall not request nor shall the Judicial Council consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
 - F. The Contractor shall not be reimbursed for any supplies, equipment, or sundries utilized in performance of Work, unless specifically set forth in this Agreement.

3. Compensation for Allowable Expenses

The Judicial Council shall reimburse the Contractor as follows:

- A. Transportation, Meals, and Lodging Expenses
 - i. For overnight travel, in accordance with the California Department of Human Resources guidelines, the Judicial Council will reimburse lodging expenses incurred while traveling, at Contractor's actual cost. Lodging costs may not exceed \$250 (per day per person), plus tax and energy surcharge in San Francisco county; \$125 (per day per person), plus tax and energy surcharge in Monterey and San Diego counties; \$120 (per day per person), plus tax and energy surcharge in Los Angeles, Orange and Ventura counties; \$140 (per day per person), plus tax and energy surcharge in Alameda, San Mateo, and Santa Clara counties; or \$110 (per day per person), plus tax and energy surcharge in all other California counties. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$8.00; lunch~\$12.00; dinner~\$20.00; and/or incidentals~\$6.00.
 - ii. For necessary private vehicle ground transportation usage, the Judicial Council will reimburse the Contractor at the applicable IRS-approved rate per mile.

- iii. Upon request from the on-site Court Liaison or the COA Project Manager, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.

4. Taxes

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

5. Method of Payment

A. The Contractor shall submit an invoice and timesheets for Work provided as set forth in Exhibit D, Work to be Performed, on a weekly basis. After receipt of the invoice and timesheets, the on-site Court Liaison or COA Project Manager will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

B. The Judicial Council will make payment in arrears after receipt of the Contractor's properly completed and approved invoice. Invoices shall clearly indicate the following:

- i. The Contract number.
- ii. A unique invoice number.
- iii. The Contractor's name and address.
- iv. The taxpayer identification number.
- v. Allowable travel expenses, if any.
- vi. A report for each personnel at each Site for the dates, times and total hours worked.
- vii. The total invoice amount.
- viii. A preferred remittance address, if different from the mailing address.

C. The Contractor 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

With a copy to: @COA, Project Manager
@Attn
@Address1
@Address2

And a copy to: Court Liaisons referenced in Attachment 2

D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the services.

6. Liquidated Damages for Non-Performance

It is acknowledged that the Contractor’s non-performance of the Work set forth in Exhibit D at the Sites will cause the Judicial Council to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Judicial Council of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for non-performance of such Work, the Contractor agrees that liquidated damages may be assessed and recovered by the Judicial Council against Contractor, in the event of non-performance of Work referenced in Exhibit D, and without the Judicial Council being required to present any evidence of the amount or actual damages sustained by reason of non-performance thereof; therefore Contractor shall be liable to the Judicial Council for payment of liquidated damages at reasonable amounts set forth in the table below per day for each non-performance infraction either observed, reported or documented at any Site. Said liquidated damages shall be realized by the Judicial Council with the first invoice following the non-performance infraction with a credit of payment to the Judicial Council from the Contractor. The action noted above shall not be construed as a penalty, but as an adjustment of payment to the Contractor for the Judicial Council to recover costs due to Contractor’s non-performance or failure to comply with the provisions set forth in the Agreement. Notwithstanding the above, Contractor shall only be paid for Work performed, and the liquidated damages in this provision shall be in addition to any other rights or remedies that the Judicial Council may have under this Agreement, including termination for cause.

TABLE 1:

LIQUIDATED DAMAGES	
Failure to provide substitute unarmed security guard or designee (<i>backfill</i>) for missed guard shifts or supervisory visits/shifts within one-hour (60 minutes) of violation.	\$250.00 per occurrence.
Violations of uniform dress, appearance standards and proper identification that are not corrected within twelve (12) hours of violation.	\$100.00 per occurrence.
No-show rate violation.	\$100.00 per occurrence.
Number of complaints observed or reported by customers, patrons, Judicial Council, COA Project Manager, on-site Court Liaisons and Court personnel that exceeds three (3) in any one calendar month.	\$100.00 for each subsequent complaint, and immediate dismissal of Contractor’s personnel.
Failure to comply with Prohibited Activities set forth in Exhibit D.	\$100.00 per occurrence, and possible dismissal of Contractor’s personnel.

Violations of policies, procedures and performance requirements set forth in Exhibit D.	\$100.00 per occurrence.
Failure of Contractor to submit quarterly performance reports when due per Section 29 of Exhibit C.	\$50.00 for each day the report is past due per occurrence.

7. Final Invoicing

- A. For the very last invoice to be processed against this Agreement, Contractor will identify as “Final Invoice.”

END OF EXHIBIT C

ATTACHMENT 2-SAMPLE

EXHIBIT D
WORK TO BE PERFORMED

1. Overview

- A. The Contractor shall furnish all labor and equipment necessary to provide services in accordance with the terms, specifications, and conditions set forth in this Agreement.
- B. The Contractor shall provide uninterrupted, on-site services (unless otherwise specified) for all Sites during the coverage periods set forth in Attachment 4, Site Coverage and Configurations. In the event a guard or supervisor is absent, injured, taken ill, on vacation or otherwise cannot provide the services at a Site at any given time, whether or not such inability to provide service occurs while on-the-job, the Contractor shall promptly provide a substitute guard or supervisor within one hour (60 minutes). Failure to provide a substitute guard or supervisor within the one-hour (60 minute) period will result in liquidated damages referenced in Section 6 of Exhibit C, in addition to any other rights or remedies that the Judicial Council may have under this Agreement, including termination for cause.
- C. Contractor's personnel will be correctly dressed in clean and well-fitting uniforms. Initial training to include basic understanding of screening equipment, as required by the California Department of Health, will be completed before Contractor's personnel are posted to the Sites. Contractor will not charge for this initial training. Contractor will check their personnel's performance, dress, and training on a regular basis. In the event, a guard or supervisor fails to maintain a clean and neat uniform appearance, Contractor shall promptly ensure personnel's uniform is neat, clean and up to standards within twelve hours (12). Failure of Contractor to ensure personnel maintain a neat and orderly uniform in accordance with the standards referenced in this Exhibit D will result in liquidated damages referenced in Section 6 of Exhibit C, in addition to any other rights or remedies that the Judicial Council may have under this Agreement, including termination for cause.
- D. The Contractor will assist the Judicial Council and the Courts in accomplishing the following objectives:
 - i. **ACCESS, FAIRNESS, AND DIVERSITY.** All Californians will have equal access to the Courts and equal ability to participate in court proceedings, and will be treated in a fair and just manner. Members of the judicial branch community will reflect the rich diversity of the state's residents.
 - ii. **QUALITY OF JUSTICE AND SERVICE TO THE PUBLIC.** Judicial branch services will be responsive to the needs of the public and will enhance the public's understanding and use of and its confidence in the judiciary.

2. Contractor's Project Manager Responsibilities

- A. The Contractor's Project Manager will have the following responsibilities under this Agreement:
 - i. Is responsible for the end results and for day-to-day Project management;
 - ii. Serves as the Contractor's primary contact;

- iii. Works closely with the Judicial Council, the COA Project Manager and on-site Court Liaisons;
- iv. Provides on-going status reports to the COA Project Manager;
- v. Manages, prepares, and refines the end results of the Agreement;
- vi. Proactively assists with resolution of issues with any aspect of the Work;
- vii. Proactively anticipates Work deviations and is responsible for taking immediate corrective action;
- viii. Works with COA Project Manager or the on-site Court Liaisons to manage and coordinate Work and knowledge transfer; and
- ix. Is responsible for management of the Project budget within constraints of Work requirements.

3. Work to be Performed

A. The Contractor shall perform the following services at the Sites and during the times specified in Attachment 4, Site Coverage and Configurations.

1. Monitor security desk consoles, conduct magnetometer and security wand entry screening, as needed; conduct interior surveys and monitor public access points to court facilities and survey and report suspicious and/or unauthorized activity to the on-site Court Liaison, and an on-site California Highway Patrol (CHP) Judicial Protection Section (JPS) officer.
2. Coordinate and adjust, as necessary, station assignments through the direction of the on-site Court Liaison or an on-site CHP JPS officer.
3. Prepare basic follow-up written reports, as required, on unauthorized, disruptive and/or illegal activities that may occur on or about the court Sites as well as weekly routine reports. Give copies of reports to the on-site Court Liaison and an on-site CHP JPS officer.
4. Assist, upon request, in accompanying court officials and/or personnel to and from the building and parking lots.
5. Follow the direction of the on-site Court Liaison and an on-site CHP JPS officer related to security and health/safety matters.
6. Work closely with the on-site Court Liaison, an on-site CHP JPS officer, building management staff (if applicable), and others to maintain complete and consistent security coverage at the Sites.
7. Immediately notify the on-site Court Liaison and an on-site CHP JPS officer of any major security or safety condition occurring in the facility (fire, medical emergency, criminal activity, threat against the Courts or any staff or judicial officer, any physical confrontation between any Court Security Guard and any visitor on Judicial Council property).
8. Assure that an on-site CHP JPS officer is notified of any crime occurring on Judicial Council property. Call 911 when appropriate.
9. Immediately notify the on-site Court Liaison, an on-site CHP JPS officer, and the

COA Project Manager if any guard assigned to court security duty is arrested or otherwise becomes the focus of a criminal investigation.

10. Immediately notify the COA Project Manager of any complaints made by the Clerk Administrator, Assistant Clerk Administrator, or the justices of any Court.
 11. Immediately notify the on-site Court Liaison and an on-site CHP JPS officer of any criminal, safety or health hazard which could affect Court operations.
 12. Report to work in a reliable and punctual manner.
 13. Work cooperatively and collaboratively with others.
 14. Maintain complete and consistent security coverage at the Sites during special events.
 15. Behave in a manner befitting the dignity of the courts, and treat Site visitors, members of the public, state employees, and on-site personnel with courtesy and professionalism.
- B. The Contractor's Project Manager will meet with the COA Project Manager as required. The purpose of this meeting will be for the general exchange of issues, communication, and a review of the activities.
- C. The Contractor's Project Manager and the COA Project Manager will continue collaboration on standard operating procedures and tasks for assigned Contractor personnel in consultation with the on-site Court Liaison and CHP JPS. The Contractor's Project Manager will be responsible for dissemination of materials to the Contractor's local area supervisors at the Sites.
- D. The Contractor's local area supervisor shall supervise the Contractor's personnel at each Site, either directly or through an on-site supervisor. Complaints received by the Contractor's Project Manager will be forwarded to the local area supervisor for immediate resolution and follow up with a report to the Contractor's Project Manager as to the resolution of the complaint.
4. Guard Requirements
- A. Application Approval: The names and applications of persons considered for court security duty shall be submitted to the on-site Court Liaison and CHP JPS Command, who will ensure that the guard applicants meet the criteria as set forth in the Agreement and who will arrange on-site interviews with the on-site Court Liaison and an on-site CHP JPS officer.
- B. Supervision: Unarmed security guards at each Site shall be managed by the Contractor's area supervisor, who will act as liaison between the Contractor and the on-site Court Liaison and the on-site CHP JPS officer/s.
- C. Experience: All unarmed security guards must have adequate experience to perform their assignments.
- D. Current Permanent Registration Card: All unarmed security guards are to be registered with

the California Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS). While on duty, all Unarmed Security Guards shall carry in their possession a valid guard registration card or screen-print of the Bureau's approval from the BSIS web site at www.bsis.ca.gov, along with valid photo identification. If the Security Guard is unable to present, his/her guard registration card (or screen print) with valid photo identification upon demand, he/she will be relieved from duty and the Contractor shall provide a replacement Security Guard who has appropriate cards/screen prints and valid photo identification in his/her possession at no additional cost. Subsidiary agreements are subject to termination if the Contractor is unable to provide Security Guards with all required cards within sixty (60) minutes, or as otherwise specified by Judicial Council.

- E. Physical Qualifications: All unarmed security guards must be in good physical condition for the Work to be performed. The Contractor shall ensure that all unarmed security guards are fully capable of performing the Work, requiring moderate to arduous physical exertion under either normal or emergency conditions. Notwithstanding Section 6 of Exhibit B, because the physical and mental abilities described in this Exhibit D are essential qualifications for satisfactory job performance, Exhibit D shall take precedence over Section 6 of Exhibit B regarding Nondiscrimination / No Harassment to the extent that an applicant's medical condition, physical handicap, mental or physical disability must be considered in assessing the applicant's ability to meet the job requirements set forth herein.
- F. All unarmed security guards shall successfully pass a pre-employment drug screening examination within six (6) months prior to their assignment. The screening must have the ability to detect the use of: marijuana, cocaine, heroin, amphetamines, opiates, and benzodiazepines, and costs shall be at the expense of the Contractor. The Judicial Council, on-site Court Liaison, or CHP JPS will have the right to inspect the drug examination results and to request a new test prior to and during assignments.
- G. Mental Qualifications: Unarmed security guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.
- H. Literacy: All unarmed security guards shall have the ability to read and write the English language; understand and carry out oral and written directions; think and act quickly and effectively in emergencies; write accurate and clear reports; and monitor environmental and electronic security systems.
- I. Training: In addition to any Department of Consumer Affairs required training and prior to their initial assignment, the Contractor shall provide evidence of the following training:
 - 1. First Aid and Cardiopulmonary Resuscitation (CPR): maintain current certification; a copy of the First Aid/CPR certification/completion document shall be furnished to the Judicial Council and the on-site Court Liaison. The certification cards must be carried while on duty;
 - 2. Training in security and emergency procedures, crowd control, irate/hostile individual and public relations;
 - 3. Equal Employment Opportunity and *Harassment Prevention and Diversity* training;
 - 4. On-going service training updates for all unarmed security guards assigned to court security duty. Such training shall either meet or exceed industry standards for

- unarmed security guards;
5. Annual certification of training taken by each unarmed security guard during the preceding twelve (12) months to the COA Project Manager by June 1st of each year.
- J. Post Instructions: Unarmed security guards will, at all times, be familiar with, but not limited to, the following specific post instructions:
1. Emergency telephone numbers;
 2. Emergency fire and fire alarm procedures;
 3. Emergency intrusion alarm procedures;
 4. Floor plans (location of alarms and alarmed doors);
 5. Medical emergencies;
 6. Elevator emergencies/malfunctions;
 7. Bomb threats;
 8. Earthquakes;
 9. Access control;
 10. Deliveries;
 11. Equipment removal policy and procedures;
 12. Building patrol procedures;
 13. Life/safety systems;
 14. Proper use of radio/communication systems (if applicable) and appropriate radio/communications traffic
- K. Uniform Standards
1. Maintain a clean, neat appearance and a courteous attitude;
 2. Wear, at all times while on duty, the Contractor's complete uniform. If applicable, uniforms shall be approved by the COA Project Manager and CHP JPS. All uniform markings, patches and colors shall be distinctive from uniforms worn by CHP personnel;
 3. Maintain a minimum of three (3) complete sets of uniforms provided by the Contractor at no cost to the State or unarmed security guard, which consists of: three (3) shirts, with appropriate patches and/or markings; three (3) trousers, with appropriate trim; one (1) badge; and one (1) name tag. Each unarmed security guard shall receive replacement uniforms as necessary to maintain a neat appearance;
 4. Wear viewable company badges, company designation patches and name tags at all times;
 5. Keep their uniforms in good condition, free from tears, cleaned, pressed, and shall wear a complete uniform while on duty. The uniform shall properly fit the unarmed security guard. Jackets, wind breakers, or sweaters are allowed provided the outermost garment contains the Contractor's identification, and the colors are consistent with the uniform. Skirts, or kilts are not permitted;
 6. Wear closed-toe shoes or boots made from black Corfam-type material, or equivalent. If boots are worn, they shall be worn inside the trouser legs such that the trouser legs fall straight (trousers shall not be "bloused" in the boots). Socks shall be worn and shall be black, dark brown, or navy blue in color. High-heel, open-toe shoes, or sandals are not permitted;

7. Clean and polish leather gear, shoes, and metal equipment. All unarmed security guards shall keep all equipment clean and in good condition;
8. Conform to the following personal appearance standards:
 - a. Hair, and facial hair shall be trimmed, groomed and neat in appearance, such that it does not detract from a professional image;
 - b. Any makeup and nail polish shall be natural in appearance and shall not detract from a professional image;
 - c. Wrist watches, medical or identification bracelets, rings and earrings (only post-type) are the only items of jewelry and ornaments authorized to be exposed when in uniform and on duty. No Jewelry will be worn in such a manner as to present a safety hazard to the individual, or a distraction of professional appearance.

L. Required and Prohibited Activities

1. The Contractor will ensure that all assigned unarmed security guards meet the following standards of conduct and appearance:
 - a. Contractor shall conduct random visits at Sites where personnel are deployed or will visit such Sites upon the request of Judicial Council, on-site Court Liaisons, or CHP JPS. Contractor will ensure that while on duty at the Sites, unarmed security guards will not:
 - i. Carry on their person any firearms, batons, handcuffs, knives, saps, brass knuckles, stun-gun, Taser, oleoresin capsicum (pepper) spray, or any tear gas agent. "On their person" shall include, but not be limited to, the employee's vehicle or locker at the Site;
 - ii. Listen to radios, police scanners, or any other audio medium that is not directly job-related;
 - iii. Watch television and/or play video games;
 - iv. Read any materials which are not job-related;
 - v. Sleep while on duty;
 - vi. Display a discourteous, abrupt, abrasive, or belligerent attitude;
 - vii. Use state telephones or any other state-owned electronic equipment for anything other than state business;
 - viii. Use or tamper with Court equipment, such as computers, calculators, fax machines, etc., not necessary for the performance of the unarmed security services or disturb workstations located at the Sites in any manner;
 - ix. Use any employee workstation other than those designated for the unarmed security guards use;
 - x. Leave their area of responsibility without notification;
 - xi. Entertain personal visitors;
 - xii. Be under the influence of illegal drugs or alcohol;
 - xiii. Be under the influence of any prescribed or over-the-counter medications which inhibit job performance in accordance with the specifications set forth herein;
 - xiv. Fraternalize with state employees or members of the public;
 - xv. Present or identify themselves as employees of the State of California;
 - xvi. Express or interpret policies, statements, and/or opinions of Judicial Council or Court to the media, or to the public.

M. Cooperation: The Contractor and its assigned personnel shall at all times cooperate with the CHP JPS, local law enforcement personnel or other first responders, Judicial Council, the COA Project Manager, and on-site Court Liaisons, and other public agencies in the course of their normal duties.

5. Non-Performance and Replacement of Personnel

- A. The Judicial Council may reject or require the replacement of any unarmed security guard who, in its sole discretion and opinion, does not meet the requirements of the Agreement or Exhibit D or has demonstrated unsatisfactory job performance. The Judicial Council may permanently declare the unarmed security guard unqualified or it may permit the unarmed security guard to continue to perform under the Agreement after completing additional training or meeting other specified conditions. Notwithstanding the above, if there is a conflict between Section 5 of Exhibit D and Section 28(B) of Exhibit B regarding replacement of an unarmed security guard, Section 5 of Exhibit D shall take precedence over Section 28(B) of Exhibit B.
- B. If the replacement of an unarmed security guard is required by the Judicial Council, due to sickness, emergency leave, or termination of employment, the Contractor will provide such replacement personnel, who conform to the requirements of the Agreement and Exhibit D, within no more than four (4) hours and at no additional cost to the Judicial Council. Contractor's failure to provide replacement personnel within the four (4) hour timeframe will result in liquidated damages referenced in Section 6 of Exhibit C, in addition to any other rights or remedies that the Judicial Council may have under this Agreement, including termination for cause.
- C. No interruption of service will be acknowledged or accepted by the Judicial Council because of vacation schedules of Contractor's personnel.

END OF EXHIBIT D

Judicial Council Standard Agreement No. @ct
with @Ktr

ATTACHMENT 1

SITE STAFFING AND HOURLY RATES

(This space reserved for Attachment 1)

END OF ATTACHMENT 1

ATTACHMENT 2-SAMPLE

ATTACHMENT 2
COURT LIAISONS AND LOCATIONS

(This space reserved for Attachment 2)

END OF ATTACHMENT 2

ATTACHMENT 2-SAMPLE

ATTACHMENT 3
CONTRACTOR'S POLICIES AND PROCEDURES

(This space reserved for Attachment 3)

END OF ATTACHMENT 3

ATTACHMENT 2-SAMPLE

ATTACHMENT 4

SITE COVERAGE AND CONFIGURATIONS

(This space reserved for Attachment 4)

END OF ATTACHMENT 4
END OF AGREEMENT

ATTACHMENT 2-SAMPLE