

JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET

AGREEMENT NUMBER
FEDERAL EMPLOYER ID NUMBER

1 In this Agreement, the term “Contractor” refers to, and the term “Judicial Council” or “JBE” refers to the Judicial Council of California.

2 This Agreement becomes effective as of _____ (the “Effective Date”) and expires on _____

3 The purpose of this Agreement is:

Authorize contractor to operate, maintain and manage the collection and accounting of revenue for the Parking Facility Operations as premier, first-class commercial public automobile parking facilities, and to diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities. Additionally, the contractor will provide parking related consultation services to include parking rate studies, paid versus open parking analysis, analysis of various forms of parking lot management, hang tags, key cards, meters, smart phones, and other services as required.

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

4 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: Exhibit A, B, C, D, E, F and G.

- Exhibit A – Standard Provisions
- Exhibit B – Special Provisions
- Exhibit C – Payment Provisions
- Exhibit D – Parking Facility Specification List
- Exhibit E – Statement of Work
- Exhibit F – Credit Card Security Obligation
- Exhibit G – UNRUH Civil Rights Act Certification

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California,	CONTRACTOR’S NAME <small>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</small>
BY <i>(Authorized Signature)</i> ✍	BY <i>(Authorized Signature)</i> ✍
PRINTED NAME AND TITLE OF PERSON SIGNING Manager, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

Contractor will defend (with counsel satisfactory to the Judicial Council or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

2. Relationship of Parties

Contractor and its employees and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Judicial Council.

3. Termination for Cause

The Judicial Council may terminate this Agreement and be relieved of the payment of any consideration to Contractor for any Work not yet completed and accepted if Contractor fails to perform as specified in 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 of any Work already performed by the Contractor, or that is in the process of being performed based on instructions from the Judicial Council, will be payable by the Judicial Council upon the presentation of an appropriate invoice by the Contractor, and the approval of said invoice by the Judicial Council, as provided for in Exhibit C, Payment Provisions.

4. No Assignment

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

Judicial Council Standard Agreement
Contract No

5. Time of Essence

Time is of the essence in 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 Contractor under this Agreement shall in no event exceed the Contract Amount. Contractor shall be paid in accordance with the Payment Provisions set forth in Exhibit C of this Agreement. The Judicial Council's payments to Contractor pursuant to this section shall constitute full compensation for all of Contractor's time, materials, costs and expenses incurred in the performance of this Agreement.

END OF EXHIBIT A

EXHIBIT B

SPECIAL PROVISIONS

1. Definitions

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

- A. “**Administrative Director**” 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.
- B. “**Amendment**” means a written document issued by the Judicial Council and signed by Contractor which alters the Agreement and which identifies the following: (1) a change in the Work; (2) an adjustment to the Agreement terms.
- C. “**Business Day**” means days of the week excluding Saturday and Sunday, as well as Contractor’s pre-established and published holidays applicable to its employees.
- D. “**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.
- E. “**Contract**” may be used interchangeably with the term “**Agreement.**” The “**Agreement**” constitutes the entire integrated agreement between the Judicial Council and Contractor, and includes the contract documents, and exhibits, incorporated by reference into a fully executed Judicial Council Standard Agreement form.
- F. “**Contract Amount**” means the total amount encumbered under this Agreement for payment by the Judicial Council to Contractor for performance of all Work and reimbursement of all expenses, in accordance with the Contract Documents.

Judicial Council Standard Agreement
Contract No

- G.** “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures used contracting with the Judicial Council to do the Contract Work. Contractor is one of the parties to this Agreement. For purposes of this Agreement, the term “**Manager**” may be used interchangeably with Contractor.
- H.** “**Court(s)**” or “**Trial Court(s)**” means one or more of the fifty-eight (58) superior courts in the California Judicial Council trial court system.
- I.** “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J.** “**Day**” means calendar day.
- K.** “**Deliverables**” means the work product Contractor will deliver to the Judicial Council as set forth in Exhibit E, Statement of Work.
- L.** “**Expenses**” means and includes both Travel and Living Expenses and Reimbursable Expenses.
- M.** “**Firm Fixed Price**” means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables.
- N.** “**Firm Fixed Price Basis**” means that the Contractor shall receive, as full and complete compensation for the provision of Deliverable(s), Firm Fixed Price(s), which shall constitute complete compensation for all costs, expenses, and efforts incurred by Contractor in provision of the Deliverable(s).
- O.** “**Force Majeure**” means a delay which impacts the timely performance of Work which neither Contractor nor the Judicial Council are liable 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.
- P.** “**Hourly Basis**” means that Contractor shall be paid at an hourly rate for each such hour of authorized Work actually performed.

Judicial Council Standard Agreement
Contract No

- Q.** “**Judicial Council**” refers to the Judicial Council of California. For purposes of this Agreement, the term “**Client**” may be used interchangeably with the terms Judicial Council and Judicial Council of California.
- R.** “**Judicial Council Standard Agreement**” means the form used by the Judicial Council to enter into agreements with other parties. An originally signed, fully executed version of the Judicial Council Standard Agreement form, together with the integrated Contract Documents, shall constitute the “**Agreement**”.
- S.** “**Key Personnel**” refers to Contractor’s personnel or personnel of Subcontractors that are named in this Agreement, whom the Judicial Council has approved to perform specific Work. Qualifications of Key Personnel are provided in any resumes set forth in or attached to this Agreement. Work and roles of Key Personnel are as set forth in this Agreement.
- T.** “**Notice**” means a written document as required by 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 hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- U.** “**Project**” refers to all activity executed under this Agreement, including the Work of Contractor and its Subcontractors and the responsibilities of the Judicial Council and the Judicial Council’s representatives.
- V.** “**Reimbursable Expenses**” means specific expense(s) incurred or to be incurred by Contractor and/or its Subcontractor(s) in pursuit of performance of the Work.
- W.** “**Service(s)**” means and includes action(s) that shall be performed by the Contractor’s or its Subcontractor’s employees, as defined in Exhibit E, Statement of Work. Services may or may not result in the provision of Deliverables.
- X.** “**Statement of Work**” means and includes a description of Services and Deliverables to be provided according to this Agreement.
- Y.** “**Subcontractor**” shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for

Judicial Council Standard Agreement
Contract No

the performance of any part of this 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, agents, suppliers, and/or materialmen.

- Z. **"Third Party"** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, that is not a party to this Agreement.
- AA. **"Time and Materials Not to Exceed Basis"** means that the Contractor shall be compensated for Work actually performed on an Hourly Basis.
- BB. **"Travel and Living Expenses"** means expenses for travel and living costs incurred or to be incurred by Contractor's employees or Contractor's Subcontractor's employees in pursuit of performance of the Work, as further specified in Exhibit C.
- CC. **"Work"** means and includes the provision of Services alone and/or Services that result in the provision of Deliverables.

2. Manner of Performance of Work

Contractor shall provide, and shall act to ensure that its Subcontractors shall provide that all Work specified in the Agreement is performed to the Judicial Council's satisfaction, in compliance with the standards specified in Exhibit E, and in compliance with Item #23 Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

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

4. Services Warranties

- A. Contractor warrants and represents that its employees and its Subcontractors employees assigned to perform Services under this Agreement have the appropriate required credentials in the specified area(s) of competence required by the regulations cited in Exhibit D; or, if no credentials are cited in Exhibit D, 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 in accordance with generally accepted industry standards.
- B. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns,

Judicial Council Standard Agreement
Contract No

customer agencies, and any other recipients of the Services provided hereunder.

- C. Contractor warrants that the Services will be performed on time and according to the applicable schedule.
- D. Contractor warrants that the Services to be provided hereunder will conform to the requirements of the Statement of Work of this Agreement. This warranty shall begin upon the date of the Judicial Council's final payment for the Services, and shall extend for a period of 180 Days thereafter ("Warranty Period"). If the Judicial Council identifies defect(s) in the Services provided during the Warranty Period, Contractor shall either re-perform the Services or otherwise remedy the defect to the satisfaction of the Judicial Council. Contractor shall (unless a longer period is agreed to in writing with the Judicial Council's Project Manager) have a period of ten (10) Business Days following receipt of Notice of the existence of a defect, in which to provide a cure. In no event shall the Judicial Council be responsible for any costs incurred by Contractor to remedy any deficiencies in the Services
- E. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, the superior courts and appellate courts of the State of California, the Counties and/or any other customer agencies or other beneficiaries of the Services provided hereunder.

5. Limitation on Publication

Contractor shall not, and shall ensure that its Subcontractors shall not publish or submit for publication any article, press release, or other writing relating to Contractor's services for the Judicial Council without prior review and written permission by the Judicial Council.

6. Contractor's Personnel

- A. Contractor shall provide all personnel and Subcontractor personnel necessary to provide the Work authorized under this Agreement.
- B. Contractor and/or its Subcontractors shall provide certain Key Personnel, including Contractor's Project Manager(s), to perform certain Work set forth in this Agreement.
- C. Contractor's Project Manager shall:
 - i. Serve as the primary contact with the Judicial Council's Project Manager and personnel;

Judicial Council Standard Agreement
Contract No

- ii. Manage the day to day activities of Contractor and its Subcontractor's personnel;
- iii. Identify the appropriate resources needed;
- iv. Plan and schedule the Work;
- v. Meet budget and schedule commitments;
- vi. Provide Progress Reports in accordance with this Agreement; and
- vii. Act to ensure the overall quality of the Work performed.

D. If any of Key Personnel assigned to a Project, through no cause or fault of Contractor, become unavailable to perform Work, Contractor shall immediately provide replacement Key Personnel, possessing equivalent or greater experience and skills as required by this.

7. Background Checks

A. If the Contractor assigns persons (whether employees, independent contractors, subcontractors or agents) to perform work under this Agreement that requires that the person have access to the systems (whether on-site or by remote access) or premises of the Judicial Council or other Judicial Branch entities, the Judicial Council shall have the right, but not the obligation, to conduct a background check or to require the Contractor to conduct a background check, as permitted by law, on all such persons before the Judicial Council will grant to such persons access to the Judicial Council's or other judicial branch entities' premises or systems. The Contractor will cooperate with the Judicial Council in performing such background check and will promptly notify the Judicial Council of any such person refusing to undergo such background check, and will reassign such person to perform other services. The Contractor shall obtain all releases, waivers, or permissions required for the release of such information to the Judicial Council.

8. Termination Other Than for Cause

A. In addition to termination for cause under Exhibit A, Standard Provisions, article 3, the Judicial Council may terminate this Agreement for convenience and without cause at any time upon providing Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, Contractor shall promptly discontinue all Work affected unless the Notice specifies otherwise.

B. If the Judicial Council terminates this Agreement other than for cause, the Judicial Council shall pay Contractor for the fair value of satisfactory Work rendered before the termination.

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

Judicial Council Standard Agreement
Contract No

- 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 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 Work provided prior to the effective date of termination; and
 - ii. 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.

10. Rights and Remedies:

- A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council immediately if Contractor is in default, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Judicial Council may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Judicial Council's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- B. *Replacement.* If the Judicial Council terminates this Agreement in whole or in part for cause, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial Council considers

Judicial Council Standard Agreement
Contract No

appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Judicial Council for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Council for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council. Contractor shall continue any Services not terminated hereunder.

- C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Judicial Council with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Judicial Council-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Judicial Council shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Judicial Council's termination is not for cause, the Judicial Council shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Judicial Council's termination Notice.

11. Notice:

- A. Any Notice of breach required by or with regard to this Agreement shall be in writing and shall be delivered as follows:
- B. Notice to the Judicial Council shall be directed to:

To the Judicial Council:

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

With a copy to:

Judicial Council of California
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833-3509
Attn: Andre Navarro
Manager, Facilities Operations

- C. Notice to Contractor shall be directed to:

Judicial Council Standard Agreement
Contract No

12. Assignment and Subcontracting

Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Judicial Council. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

13. Changes and Amendments

- A. This Agreement may only be amended or modified by a written document signed by authorized representatives of Judicial Council and Contractor. Requests for changes or Amendments to any component of the Contract Documents, can be made only with prior written approval from:

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

With a copy to:

Judicial Council of California
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833-3509
Attn: Andre Navarro
Manager, Facilities Operations

CONTRACTOR:

- B. Requests for said 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 a review of the request, a written

Judicial Council Standard Agreement
Contract No

decision shall be provided to Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council Standard Agreement.

14. Accounting System Requirement

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

15. Retention of Records

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 California Judicial Council and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. Contractor is also obligated to protect Data adequately against fire or other damage.

16. Audit

Subject to applicable medical privacy statutes, 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 further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

17. Protection of Persons and Property

A. Safety of Persons and Property

- i. The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the performance of the Work, and shall make all employees engaged in the performance of the Work aware of all Project safety, fire, and health requirements and regulations including the appropriate use of personal protective equipment.
- ii. The Contractor shall prior to the provision of the Services, submit to the Judicial Council a written plan for Project site safety that is compliant with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety and protection of persons and property from damage, injury or loss.
- iii. The Contractor shall take precautions for safety and provide protection to prevent damage, injury or loss to:
 - Employees performing work at a designated parking facility and other persons who may be affected thereby;

Judicial Council Standard Agreement
Contract No

- The parking facility and materials and equipment at the facility under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - Other property at the parking facility, or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, stairways, passageways, roadways, structures, equipment, and utilities.
- iv. The Contractor shall at all times conduct its provision of the Services to minimize inconvenience to the general public and to ensure the protection of persons and business adjacent to the Project site so as to minimize interference with their daily lives and operations.
- v. If required by the local jurisdiction having authority, or by safe work practice, and with the prior agreement of the Judicial Council, the Contractor shall hire appropriate law enforcement personnel to control public vehicle traffic during periods of extraordinary facility operations, deliveries, or construction vehicles leaving or entering the parking facility.
- vi. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities, including posting danger signs and other warnings against hazards, bearing on the safety of persons or property, or their protection from damage, injury or loss.
- vii. When conditions of the Work, in the judgment of the Judicial Council, present unreasonable risk of injury or death to persons or property damage, the Judicial Council, may direct the Contractor to close down the parking facility and not commence operations again until all dangerous conditions are eliminated.

B. Emergencies and Reporting of Accidents or Claims

- i. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's sole discretion, to prevent any threatened damage, injury or loss.
- ii. Contractor will report to the Judicial Council in writing, within 24 hours of an occurrence, using forms provided, or approved, by the Judicial Council all accidents, injuries, property damage, or any significant event that may have resulted in injury or property damage. The written reports will be sent to the Judicial Council Project Manager and the Judicial Council Senior Facilities Risk Manager.

C. Prohibited Substance of Materials

Judicial Council Standard Agreement
Contract No

- i. The Contractor is prohibited from using or storing any toxic or hazardous material at a parking facility, including, but not limited to, asbestos, asbestos containing material or product, polychlorinated bi-phenyls (PCB), lead contaminated material, or any substances that are regulated by any governmental entity.
- ii. If the Contractor encounters what would be reasonably believed to be toxic or hazardous materials at a parking facility, the Contractor will immediately inform the Judicial Council and will cease all operations in the affected area until the possible hazardous materials have been identified, and if required removed or rendered harmless.

18. Insurance and Waiver of Claims

- A. Insurance Requirements. The Contractor shall furnish to the Judicial Council evidence of insurance as follows:
 - i. Commercial General Liability. Commercial General Liability Insurance (or comparable Garage Liability insurance) provided on an occurrence form with limits of not less than \$5,000,000. per occurrence, and a \$5,000,000. annual aggregate limit of liability. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract. The policy may include a sublimit of not less than \$100,000 per occurrence for damage to the property resulting from damage to the parking facility. If a Garage Liability insurance policy is used to provide all or a part of the required commercial general liability insurance the coverage provided must include all of the applicable coverage grants found within the commercial general liability insurance policy and the definition of covered "Auto" must include all land motor vehicles, trailers or semi-trailers.
 - ii. Workers' Compensation/Employer's Liability. Statutory workers' compensation insurance, including special coverage extensions, for all of Contractor's employees who will be engaged in the performance of the Services, and employer's liability with limits not less than \$1,000,000. for each accident, \$1,000,000. as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.
 - iii. Automobile Liability. If an automobile is used in the performance of the Services Automobile liability insurance with limits of not less than \$2,000,000. per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Work.
 - iv. Garagekeepers Liability: Garagekeepers Liability insurance written on an occurrence form with limits of not less than \$2,000,000. per occurrence specific to each parking facility managed under this agreement. The insurance shall

Judicial Council Standard Agreement
Contract No

cover damage to customer's vehicles in the care, custody and control of the contractor. Each policy must include coverage for collision, overturn, and comprehensive perils, and be provided on legally liable basis.

- v. Excess/Umbrella Insurance. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.
- vi. *Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to the JBE's funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. Contractor shall maintain Employee Dishonesty and theft, forgery or alteration, and when applicable, Inside/Outside Money and Securities coverage for state-owned property in the care, custody and/or control of the Contractor. Coverage limits shall not be less than \$1,000,000. A Clients' Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. The policy shall include as loss payee the State of California, Judicial Council of California, the superior courts and appellate courts of the State of California, including their respective elected and appointed officials, judges, subordinate judicial officers, employees and agents.

B. General Policy Conditions:

- i. Deductibles and Self-Insured Retentions. Contractor is responsible for and may not recover from the Judicial Council, including its elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, as an additional reimbursable expense, any deductible or self-insured retention that is connected to the insurance required under this section 18.
- ii. Certificates of Insurance. Contractor will provide the Judicial Council with certificates of insurance satisfactory to the Judicial Council, evidencing that all required insurance is in force before Contractor performs any Services, and provide complete copies of each policy upon request.
- iii. Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A-/VII or better that is authorized to transact business in the Judicial Council.
- iv. With respect to commercial general liability automobile liability, garage liability, and garagekeepers liability insurance the policies must be endorsed to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Judicial Council of California, Judicial Council of California, the Administrative Office of the Courts, or or any superior courts and appellate courts of the Judicial Council of California , including their

Judicial Council Standard Agreement
Contract No

respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents.

- v. The insurance policies shall be endorsed to include, “The State of California, the Judicial Council of California, the Superior Court of California, County of Los Angeles, and their respective elected and appointed officials, judges, officers and employees as additional insureds, but only with respect to work performed for the State of California under this agreement.”
 - vi. Waiver of Recovery. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, automobile liability, garage liability, and garage keepers liability to also waive any right of recovery it may have against any of the Judicial Council of California, Judicial Council of California, the Administrative Office of the Courts, any superior courts and appellate courts of the Judicial Council of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, agents and volunteers for liability arising out of the Services performed by Contractor under this Contract.
 - vii. Cancellation. Contractor will require an endorsement to each insurance policy required under section 18 that the insurance will not be materially changed or cancelled without 30 days’ notice to the Judicial Council.
- C. Waiver of Claims: The Judicial Council, the Judicial Council of California, the Administrative Office of the Courts, the superior courts and appellate courts of the Judicial Council of California, and any of their officers, employees, and agents (collectively, "Judicial Council Entities") shall not be liable for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the negligence or intentional misconduct of the Judicial Council Entities. Contractor and Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the Judicial Council Entities for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the negligence or intentional misconduct of the Judicial Council Entities. Neither the Judicial Council, nor any officer or employee of the Judicial Council, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work;

Judicial Council Standard Agreement
Contract No

- D.** NO PERSONAL LIABILITY: Neither the Judicial Council, nor any other officer or employee of the Judicial Council will be personally responsible for liabilities arising under the Contract.

19. Confidentiality

- A.** Both the Judicial Council and Contractor acknowledge and agree that in the course of performing the Work under this Agreement, that each may disclose to the other Confidential Information.
- B.** Both the Judicial Council and Contractor agree 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 Contractor may disclose the Judicial Council's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the Judicial Council that are performing Work authorized under this Agreement. All such employees and Subcontractors of Contractor shall have executed a confidentiality agreement with Contractor requiring a promise of confidentiality concerning Contractor's clients and business.
- C.** Neither the Judicial Council nor Contractor shall acquire right or title to the Confidential Information. Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, both the Judicial Council and 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.
- D.** The Judicial Council reserves the right to disclose all Work provided under this Agreement to third parties for the purpose of validation of the Work.
- E.** Contractor shall bind its Subcontractors to provisions of confidentiality with regard to the Confidential Information disclosed that are not less strict than those assumed by Contractor hereunder.

20. Permits and Licenses

The Contractor shall observe and comply, and shall ensure that its Subcontractors observe and comply with all federal, Judicial Council, city, and county laws, rules, and regulations affecting Contractor and its Subcontractor(s) performance of the Work provided under this Agreement. The Contractor shall procure and keep in full force and effect, and shall ensure that it

Judicial Council Standard Agreement
Contract No

Subcontractors 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.

21. Conflict of Interest

A. Contractor shall ensure that its officers and employees shall not participate in proceedings that involve the use of Judicial Council 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. Contractor and its officers and employees shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.

B. Contractor shall certify and shall require its Subcontractors to certify that:

Former Judicial Council employees will not be awarded a contract for (a) two (2) years from the date of separation if that employee had any part in the decision-making process relevant to this Agreement, or (b) 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 this Agreement within the twelve (12) month period of his or her separation from Judicial Council service.

22. Covenant Against Gratuities

Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, Subcontractor or representative of Contractor, to any officer, official, agent, or employee of the Judicial Council with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the Judicial Council will have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any Work which Contractor agreed to supply, which shall be borne and paid for by 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 this Agreement.

23. National Labor Relations Board

By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the Judicial Council of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding

Judicial Council Standard Agreement
Contract No

two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.

24. Drug-Free Workplace

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

25. Contractor Certification Clauses

Judicial Council Standard Agreement
Contract No

Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBE if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- A. Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- B. Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
- C. No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- D. No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- E. No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- F. No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- G. Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- H. Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- I. No Harassment.** 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, and Contractor takes all reasonable steps to prevent harassment from occurring.

Judicial Council Standard Agreement
Contract No

- J. **Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- K. **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- L. **National Labor Relations Board Orders.** 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.

26. Provisions Applicable to Certain Agreements.

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

- A. **Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- B. **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the

Judicial Council Standard Agreement
Contract No

provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

- C. Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D. Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- E. Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
- F. Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
- G. Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this*

section is applicable. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

- H. Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.
- I. Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the

Judicial Council Standard Agreement
Contract No

parties to reflect any reduction in funds. The JBE may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.

Judicial Council Standard Agreement
Contract No

- J. DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement.* Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- K. Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
- L. Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of

Judicial Council Standard Agreement
Contract No

activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

- M. Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- N. Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the JBE at no expense to the JBE. If a theft occurs, Contractor must file a police report immediately.
- O. Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the JBE. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising

out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

- P. Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

27. Small Business Preference Commitment.

This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement

28. Governing Law; Jurisdiction

This Agreement, and all of the rights and duties of Contractor and the Judicial Council arising out of or related to this Agreement or to the relationship of Contractor and the Judicial Council, are governed by the laws of the State of California without regard to its conflicts of law rules. This provision applies to all claims and causes of action that Contractor has or may acquire against the Judicial Council, whether based on contract, tort, statute, or anything else. Contractor agrees that any claims it has or may acquire against the Judicial Council shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Contractor agrees to submit to the personal and exclusive jurisdiction of courts located in the State of California. Contractor waives all defenses and arguments that the Judicial Councils located in the State of California constitute an inconvenient forum based upon the residence or domicile of Contractor, the location of the Project that is the subject of the litigation or the location of witnesses, the location of documents, or anything else.

29. 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.

30. 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.

31. Signature Authority

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

32. 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.

33. GAAP Compliance.

Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

34. Force Majeure.

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.

35. Follow-On Contracting.

No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

36. Severability.

If any part of this Agreement is held unenforceable, all other parts remain enforceable.

37. Headings; Interpretation.

All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

38. Time of the Essence.

Time is of the essence in Contractor’s performance under this Agreement.

39. Counterparts.

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

40. Acceptance or Rejection.

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

rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies

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 written amendment to this Agreement.

END OF EXHIBIT B

Judicial Council Standard Agreement
Contract No.

EXHIBIT C

PAYMENT PROVISIONS

The following prices shall be applicable throughout the full term of the Agreement, including its extensions or reinstatements. Include a schedule indicating the components of the proposed fee (i.e. accounting, overhead, profit, etc.)

COURT		MANAGEMENT FEE	MONTHLY PERCENTAGE BASED FEE		
NAME	ADDRESS		CONTRACTOR	JUDICIAL COUNCIL	TOTAL
Airport Court	11701 South La Cienega Blvd., Los Angeles		%	%	100%
Alhambra Court -	150 Commonwealth Ave., Alhambra		%	%	100%
Beverly Hills Court	9355 Burton Way, Beverly Hills		%	%	100%
Chatsworth Court	9375 Penfield Ave., Chatsworth		%	%	100%
Compton Court	400 Acacia St., Compton		%	%	100%
Edelman Children's Court	201 Centre Plaza Dr., Monterey Park		%	%	100%
El Monte Court	11264 East Valley Blvd., El Monte		%	%	100%
Hollywood Court	5925 Hollywood Blvd., Hollywood		%	%	100%
Inglewood Court - East	One Regent St., Inglewood		%	%	100%
Inglewood Court - West	One Regent St., Inglewood	\$			
Metro Court - A	1945 South Hill St., Los Angeles		%	%	100%
Metro Court - B	1945 South Hill St., Los Angeles		%	%	100%
Pasadena Court	240 Ramona St., Pasadena		%	%	100%
Pomona South Court	350 West 7th St., Pomona		%	%	100%
San Fernando Court A	801 3rd St., San Fernando		%	%	100%
San Fernando Court B	909 First St., San Fernando	\$			

State of California Standard Agreement
Contract No. with TBD

San Fernando Court C	1001 3 rd. St., San Fernando	\$			
Van Nuys Court	6170 Sylmar Ave., Van Nuys		%	%	100%
West Angeles Court	1633 Purdue St., West Los Angeles		%	%	100%
Whittier Court	7621 South Painter Ave., Whittier		%	%	100%
Carol Miller Justice Center	301 Bicentennial Way, Sacramento		%	%	100%
New Santa Barbara Courthouse	1015-1025, 1028 Santa Barbara St., Santa Barbara		%	%	100%

Notes: The Contractor shall not charge nor shall the State pay any overtime rate. No additional charges, consulting fees or retainers will apply.

Gross Revenues, Operating Expenses, and Operating Surplus

A. Gross Revenues, Operating Expenses, and Operating Surplus are defined as follows:

- 1) “Gross Revenues” shall include all revenues received by Contractor or Judicial Council and the value of all discounted, validated and free parking granted by Judicial Council from the parking of vehicles in a Parking Facility.
- 2) Operating expense shall include the expenses of providing the management services as set forth in a one year Approved Budget, a copy of which shall be attached to the Agreement, other than (i) expenses of a capital cost nature.
- 3) Wages of supervisory personnel assigned or allocated to a Parking Facility, attendants, cashiers, clerical and audit staff and a charge from Selected Contractor for employee benefits including but not limited to payroll, taxes, social security, workers’ compensation insurance, unemployment insurance, group health insurance, and retirement benefits, and a fee for administering such benefits;
 - a) All sales taxes;
 - b) Credit card service fees;
 - c) Telephone expenses;
 - d) Business taxes, other than franchise taxes on income or profits;
 - e) License and permits;
 - f) Insurance, rate, to the extent required
 - g) Sundry items such as uniforms, tickets and janitorial supplies;

State of California Standard Agreement
Contract No. with TBD

- h) Payroll processing and accounts receivable processing expense;
- i) Voluntary settlement of patrons' claims for vehicle damage or loss of contents provided that the same has been authorized by Judicial Council and approved by Selected Contractor;
- j) Normal maintenance and repairs of a Parking Facility including repainting of stall markings, replacement or repair of signs and ticket dispensing equipment;
- k) Legal or audit charges directly attributable to the operation of a Parking Facility other than those performed by the staff of Judicial Council or selected Contractor if approved in advance by the Judicial Council, or that are covered under the terms of one or more of the insurance policies required in this agreement;
- l) Costs of special audits performed by selected Contractor's staff auditor for the mutual benefit of Judicial Council and selected Contractor; provided, however, costs qualifying as Operating Expense shall be limited to a mutually agreed upon per diem rate and actual out of pocket expenses of the auditor during the period of an approved special audit;
- m) Costs of any drug or alcohol screening, DMV reports and background checks of employees and applicants for employment; and
- n) Costs of compliance with the Payment Card Industry Data Security Standards.

B. "Operating Surplus" shall be defined as "Gross Revenues" less "Operating Expenses."

C. At least 60 days prior to the commencement of the second contract year, Selected Contractor shall prepare and submit to Judicial Council for its approval a proposed operating budget for the next year. The proposed budget shall include all expenses to be paid by Contractor in the operation of the Parking Facility. If Contractor wishes to propose an adjustment to the management fee and/or the Contractor's monthly percentage based fee, the Contractor must first provide a written request to the Judicial Council along with materials in support of its request. The Judicial Council will review the request and has sole discretion to determine whether to grant an adjustment to the management fee and/or the Contractor's monthly percentage based fee. In the event the parties cannot agree on the proposed budget by the beginning of the new contract year, Contractor shall utilize the last Approved Budget until such time as the proposed budget is approved. Contractor shall not, without first obtaining the prior written approval of Judicial Council, incur any expense item in excess of the greater of One Thousand Dollars (\$1,000.00) or 110% of the budgeted amount, unless such item is necessitated by an emergency which does not permit Contractor to obtain the prior written approval of Judicial Council; provided Judicial Council shall be informed by the next business day of any such expenditure.

D. Receipts and Payments

- Contractor shall agree that it will keep records of Gross Revenue and Operating Expenses pertaining to the operation of the Parking Facility for three (3) years.

State of California Standard Agreement
Contract No. with TBD

- Contractor shall use methods widely accepted in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the Parking Facility, but Selected Contractor is not a guarantor of revenues. The gross receipts for each month's operation shall thereafter, on or before the twentieth (20th) day of the succeeding month, be disbursed by Selected Contractor as follows:
- Contractor shall pay all Operating Expenses,
- Contractor after payment of the agreed upon amounts as directed in the contract and above, the balance of the Operating Surplus shall be paid monthly to the Judicial Council of California in conjunction with a monthly report to Judicial Council listing Gross Revenues and Operating Expenses generated by the Parking Facilities in the preceding calendar month ("Monthly Report"). The Monthly report is to be submitted by Contractor for each month of the term by the twentieth (20th) day of the next succeeding calendar month. Judicial Council shall provide the reporting template (the "Parking Report"). The Operating Surplus payment shall be sent to the following address:

Judicial Council of California
Facilities Services
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102-3688
Attn: Associate Facilities Analyst

- Along with the Operating Surplus, Contractor shall include in the payment the total share of county expenses as further described in the next section. Along with this payment, Contractor shall include an invoice for the exact amount of these expenses which the Judicial Council will promptly process and reimburse Contractor.

E. Parking Management Services Los Angeles County Share Per Joint Operating Agreement

Several of the Parking Facilities are subject to Joint Operating Agreements ("JOA" or "JOA's") between the Judicial Council and the County of Los Angeles ("LA County"). These documents govern shared expense reconciliations between the Judicial Council and LA County. For Parking Facilities under the governance of a JOA, LA County is responsible for its share of the Management Fee or Monthly Percentage Based Fee, as applicable, and the Gross Operating Expenses reported by Contractor. The amounts due from LA County will be specified by percentage shares and formulas contained in the monthly Parking Reports and specified as the "Total County Share of Expenses (Total Invoiced Amount)". Each Parking Facility under the governance of a JOA has a distinct percentage share. Because this Agreement is solely between the Judicial Council and Contractor, Contractor cannot directly invoice LA County for these expenses. The Judicial Council shall invoice LA County to recoup the Parking Management Services expenses. Contractor shall prepare a monthly invoice ("County Reimbursable Expense Invoice") detailing the shared amount of parking management services fees and expenses that LA County owes to Judicial Council. The County Reimbursable Expense Invoice will contain the Total County Share of Expenses (Total Invoiced Amount) specified in the Parking Report and will be included with the monthly Operating Surplus payment. The Judicial Council will seek reimbursement from LA County. The Judicial Council may add parking lots to the contract in other counties where such lot is subject to shared costs under a JOA. Contractor shall perform the same

State of California Standard Agreement
Contract No. with TBD

activities outlined in this clause for those respective Parking Facilities in other counties as applicable. Pursuant to the JOA's, LA County is not entitled to any revenues generated by this contract.

F. Negative Performing Lots – Contractor's Fees

A Negative Performing Lot is defined under this Agreement as a lot being managed by the Contractor under this Agreement that will generate less monthly net revenue for the Judicial Council than the monthly expenses and fees to be paid by the Judicial Council to the Contractor, in any given month (a "Negative Performing Lot"). The Judicial Council will not pay for any Contractor Fees or expenses for any Negative Performing Lot unless, a) Contractor provides the Judicial Council at least thirty (30) days prior written notice that the lot in question will be a Negative Performing Lot along with reasons why the lot will fail to generate sufficient revenue to meet fees and expenses, and b) after reviewing the Contractor's written notice, Judicial Council determines in its sole discretion that it will pay for the lot's excess fees and expenses.

G. Reporting Procedures

The Judicial Council shall receive from and expect accurate, complete and timely reports prepared in accordance with the formats approved by the Judicial Council based on examples provided by Contractor.

- The Parking Report, a monthly statement of parking revenue and expenses in a reporting template provided by the Judicial Council.
- Monthly Aged Accounts Receivable
- Monthly reconciliation report showing monthly parking contract activity. (New cards issued, cards cancelled etc.)
- Any other report Judicial Council deems necessary to operate.
- Monthly Operation report with previous month's revenue attached, i.e.: PNL revenue summary and a live check.
- Secure online revenue management software accessible to Judicial Council.
- Invoice for LA County share of expenses.

H. Taxes

The State 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 State 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.

I. Method of Payment

- 1) The Contractor shall submit an invoice monthly for the Work performed during the foregoing month. After receipt of invoice, Judicial Council will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- 2) The State will make payment in arrears within sixty (60) days after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate

State of California Standard Agreement
Contract No. with TBD

- i. The Contract number,
- ii. A unique invoice number;
- iii. The Contractor's name and address;
- iv. Taxpayer identification number
- v. Description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate; and the name(s) of employee(s) evaluated.
- vi. Preferred remittance address, if different from the mailing address.

3) The Contractor shall submit one (1) original:

Judicial Council of California
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833-3509
Attn: Andre Navarro
Manager, Facilities Operations

4) The Judicial Council may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

J. Disallowance

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

K. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Judicial Council, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to correct unsatisfactory work in connection with this Agreement.

L. Release of Claims

The acceptance by the Contractor of its final payment due under this Agreement shall be and shall operate as a release to the State and the Judicial Council of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement (including every act and neglect of the Judicial Council), with the exception of any claims that are expressly identified by the Contractor as outstanding as of the date of Contractor's submission of Contractor's final invoice. Contractor's failure to identify any such claims shall operate as a release of all claims.

END OF EXHIBIT C

EXHIBIT D

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Airport Court
11701 South La Cienega Blvd.
Los Angeles, CA 90045
 - Visitor Parking is Fully Automated and Jury Parking is Man Operated

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a four level above grade and one level below grade parking structure with an adjacent surface lot. Public parking is controlled by pay by space station. The facility has two entrance and two exit lanes.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 7:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 470

FACILITY DETAILS:

- Building Levels – 5
- Stairwells – 2
- Elevators – 2
- Escalators – 0
- Restrooms – 1
- Attendant Booth – 1
- Office – 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Alhambra Court
150 Commonwealth Ave.
Alhambra, CA 91801

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot with two exit lanes. The employee lane on the West side has a key card reader. Patrons pay a flat daily rate.

DAYS & HOURS OF OPERATION:

- Monday, through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public/Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 299

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Beverly Hills Court
9355 Burton Way.
Beverly Hills, CA 90210

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a three level below grade parking structure. The facility has one entrance and one exit lane. The facility is equipped with a card reader for afterhours entry of employees.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 5:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 242

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 5
- Elevators – 2
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Carol Miller Justice
301 Bicentennial Circle.
Sacramento, CA 95826
 - Fully Automated

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is surface lot. The facility has one entrance and one exit.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Juror
 - Employee
 - Visitors
- Parking Spaces:
 - 285

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 0
- Office - 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Chatsworth Court
9375 Penfield Ave.
Chatsworth, CA 91311

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has two entrances and one exit.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 4:30 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 750

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 2
- Office - 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Compton Court
400 Acacia St.
Compton, CA 90020

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a five level above grade parking structure. The facility has three entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 7:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 1,044

FACILITY DETAILS:

- Building Levels – 5
- Stairwells – 4
- Elevators – 2
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 2
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Edmund D. Edelman Children’s Court
201 Centre Plaza Drive.
Monterey Park, CA 91754

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a five-level above grade and one level below grade parking structure. The facility has two entrance lanes, two exit lanes and one reversible lane. Employee parking access is controlled by a key card reader.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 6:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Authorized Visitor
- Parking Spaces:
 - 1,009

FACILITY DETAILS:

- Building Levels – 6
- Stairwells – 3
- Elevators – 2
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 2
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – El Monte Court
11264 Valley Blvd.
El Monte, CA 91731

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a two-level above-grade parking structure. The facility has one employee entrance, one visitor entrance, and two exit lanes.

DAYS & HOURS OF OPERATION:

- Monday, 1st of month (Night Court)
- 4:00 PM to 9:00 PM
- Monday through Friday
- 7:00AM to 4:30PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 395

FACILITY DETAILS:

- Building Levels – 2
- Stairwells – 3
- Elevators – 0
- Escalators – 0
- Restrooms – 1
- Attendant Booth – 0
- Office – 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Hollywood Court
5925 Hollywood Blvd.
Los Angeles, CA, 91731

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- N/A (Currently Closed)

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
- Parking Spaces:
 - 40

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 0
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Inglewood Court East
One Regent Street
Inglewood, CA 90301

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- Three level above grade Parking Facility with one entrance and one exit lane. Patrons pre-pay a flat daily fee upon entry. Employee and monthly parking is controlled by permit.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00AM TO 6:00PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Juror Overflow
 - Employee
 - Authorized Visitor
- Parking Spaces:
 - 366

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 5
- Elevators – 1
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Inglewood Court West
One Regent Street
Inglewood, CA 90301

TYPE OF PARKING FACILITY:

- Management Fee

DESCRIPTION:

- The facility is a three level above grade parking structure. The facility has one entrance and one exit lane. Employee parking is controlled by permit.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00AM TO 4:30PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 452

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 4
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Metropolitan Court A
1945 South Hill Street
Los Angeles, CA 90007

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane. Patrons pre-pay the full day fee and may receive a refund upon exit from the cashier.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:30AM to 4:30PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
- Parking Spaces:
 - 61

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office - 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Metropolitan Court B
1945 South Hill Street
Los Angeles, CA 90007

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a three level below grade parking structure. The facility has three entrance and two exit lanes. The north entrance is for employees and is controlled by a key card reader.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 5:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Employee
 - Visitor
 - Juror
- Parking Spaces:
 - 937

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 6
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Pasadena Court
240 Ramona Street.
Los Angeles, CA 91001

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a five level above grade parking structure. The facility has two entrance and one exit lanes.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 7:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Authorized Visitor
- Parking Spaces:
 - 965

FACILITY DETAILS:

- Building Levels – 5
- Stairwells – 5
- Elevators – 1
- Escalators – 0
- Restrooms – 1
- Attendant Booth – 1
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Pomona South Court
350 West 7th Street.
Pomona, CA 91766

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- This facility is a surface lot with two entrances and exit lanes. Patrons pay a flat daily fee upon entry.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 508

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office - 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – San Fernando Court A
801 3rd Street
San Fernando, CA 91340

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
- Parking Spaces:
 - 241

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – San Fernando Court B
909 First Street.
San Fernando, CA 91340

TYPE OF PARKING FACILITY:

- Management Fee

DESCRIPTION:

- The facility is a surface lot. The facility has two entrance and three exitlanes.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Employee
- Parking Spaces:
 - 82

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 0
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – San Fernando Court C
1001 3rd Street.
San Fernando, CA 91340

TYPE OF PARKING FACILITY:

- Management Fee

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Juror
- Parking Spaces:
 - 165

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Santa Barbara Court
1025 Santa Barbara St.
Santa Barbara, CA 93101

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility has three surface lot. The facility has three entrance and three exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM
- Monthly Parking Only

USAGE & NUMBER OF SPACES:

- Usage:
 - Monthly Parker
- Parking Spaces:
 - 73

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 0
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – West Los Angeles Court
1633 Purdue Street.
West Los Angeles, CA 90025

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a surface lot. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00 AM to 4:00 PM
- Monthly Parking Only

USAGE & NUMBER OF SPACES:

- Usage:
 - Monthly Parkers
- Parking Spaces:
 - 88

FACILITY DETAILS:

- Building Levels – 0
- Stairwells – 0
- Elevators – 0
- Escalators – 0
- Restrooms – 0
- Attendant Booth – 1
- Office – 0

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility – Whittier Court
7621 South Painter Avenue.
Whittier, CA 90602

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a three level above grade parking structure. The facility has one entrance and one exit lane.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 7:00AM to 4:00PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
- Parking Spaces:
 - 247

FACILITY DETAILS:

- Building Levels – 3
- Stairwells – 2
- Elevators – 0
- Escalators – 0
- Restrooms – 1 (Out of Service)
- Attendant Booth – 0
- Office - 1

PARKING FACILITY SPECIFICATION LIST

NAME & ADDRESS

- JCC Parking Facility - Van Nuys Court
6170 Sylmar Ave.
Los Angeles, CA 91401

TYPE OF PARKING FACILITY:

- Revenue Share

DESCRIPTION:

- The facility is a four level above ground parking structure. The facility has two entrance and two exit lanes. Secured employee parking is located on the lower level and is controlled with key cards it has one entry lane and three exit lanes.

DAYS & HOURS OF OPERATION:

- Monday through Friday
- 6:00 AM to 7:00 PM

USAGE & NUMBER OF SPACES:

- Usage:
 - Public
 - Employee
 - Juror
 - Authorized Visitor
- Parking Spaces:
 - 1,356

FACILITY DETAILS:

- Building Levels –4
- Stairwells –4
- Elevators –0
- Escalators –0
- Restrooms –1
- Attendant Booth –2
- Office - 1

END OF EXHIBIT D

EXHIBIT E
STATEMENT OF WORK

1. PROJECT DESCRIPTION

The Selected Contractor will operate and maintain the Parking Facility Operations as premier, first-class commercial public automobile parking facilities, and for no other purpose. Contractor will diligently and continually satisfy the parking demands generated by tenants, visitors, invitees, the public and customers served by the facilities. Additionally, the contractor will provide parking related consultation services to include parking rate studies, paid versus open parking analysis, and analysis of various forms of parking lot management. All services shall be provided in accordance with the quality standards, specifications, policies, and procedures provided by Judicial Council and the Selected Contractor, which may change from time to time at Judicial Council's discretion.

2. STATEMENT OF WORK

The parking facilities are to be operated by the Selected Contractor as commercial parking facilities, and shall be used for no other purpose without prior written approval of Judicial Council. The agreement shall not be assigned or subcontracted in whole or in part without the written consent of the Judicial Council,

SCOPE OF WORK: ON SITE

Daily

- General litter pickup, e.g., cans, bottles, paper, and landscape debris at all areas of parking facility.
- Clean ash urns, empty trash cans, at least twice daily.
- Clean facility booths if applicable. Check oil stains; apply degreaser promptly for stain removal.
- Maintain barrier gates, equipment, and ticket dispenser.
- Maintain wireless connection (to include cell phone, email, radios, etc)
- Patrol entire perimeter of all Parking Facilities two times daily, in the morning and afternoon for unauthorized parking.
- Issue citations as per Judicial Council's policy.
- Sweep or wash along curbs, sweep standing water to drains, as needed.
- Report all maintenance problems to the Judicial Council Customer Service Center (CSC) Facilities Management Unit (FMU) at 888-225-3583

Weekly

- Power sweep if applicable.

Note: Judicial Council may opt to exclude services from the final format of this Agreement

Monthly

- Supervisory inspection of Parking Facility with written report to Judicial Council.

Quarterly

- Selected contractor and Judicial Council joint site inspections.

General

State of California Standard Agreement
Contract No. with TBD

- Employees shall be required to wear an identifying uniform, at all times, that has been approved by Judicial Council in advance for acceptance of color and design.
- Perform painting of the lot striping as necessary by a licensed contractor.

Labor and Materials

The Selected Contractor shall furnish, at its own expense, all labor and materials, if any, necessary to carry out the terms of the Agreement. It is the responsibility of Selected Contractor that any equipment provided by Selected Contractor or its employees shall be kept in good repair and proper working order. Any inspection, maintenance, repairs, modifications, or replacement of this equipment shall be the sole responsibility of Selected Contractor. It is also understood that Selected Contractor may use its equipment on other projects.

Equipment

Judicial Council shall have the right to purchase and install or request the Selected Contractor to purchase and install electronic Parking Access and Revenue Control Systems which may change the Selected Contractor staffing role and responsibility.

Maintenance and Repair

It is expected that the Selected Contractor will agree to keep the parking facilities clean and in a proper state of maintenance and repair other than structural repairs, and at the termination of the Agreement, to leave the Parking Facilities in substantially the same condition as existed at the commencement of the Agreement, normal wear and tear excepted. Selected Contractor shall be responsible for repair and maintenance of any and all parking equipment at Judicial Council's expense, subject to an approved operating budget. Exceptions exceeding the budget amount (except in case of emergencies in which case notification shall be oral) shall be approved in advance in writing from Judicial Council

END OF EXHIBIT E

EXHIBIT F

CREDIT CARD SECURITY OBLIGATIONS:

Contractor currently maintains a merchant agreement (“Merchant Agreement”) with a national credit card processor to facilitate the acceptance of credit cards for payment at its parking operations, and is willing, during the Term hereof, to extend the benefits of the Merchant Agreement (or any subsequent Merchant Agreement) to visitors, invitees, the public and customers served by the facilities, subject to the following provisions:

A. All credit card processing equipment and networks must meet all PCI DSS standards (as defined herein) as evidenced by the inclusion of the equipment on Visa’s “Validated Payment Applications” list, as well as any and all standards required by federal or state law, throughout the duration of the Term hereof. Contractor agree to comply with Visa’s Cardholder Information Security Program/CISP, MasterCard’s Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations, and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the “Security Guidelines”). All credit card equipment service providers that Contractor use under the Contract must be recognized by VISA as compliant with PABP. Contractor further agree to exercise reasonable due diligence to ensure that all of their managers, agents, business partners, contractors and subcontractors maintain compliance with the Security Guidelines.

B. Contractor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind by Contractor, Contractor shall immediately notify visitors, invitees, the public and customers served by the facilities, in writing, and shall provide, at Contractor’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

C. To the extent any upgrades, or system changes, may be required to comply with credit card processor changes or changes to the PCI DSS standards, Contractor agrees to approve and allow implementation of such upgrades prior to the effective date of such changes.

END OF EXHIBIT F`

EXHIBIT G

**UNRUH CIVIL RIGHTS ACT AND
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document.

<i>Contractor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	