

ATTACHMENT G

MINIMUM CONTRACT TERMS AND CONDITIONS AND STANDARD CONTRACT TERMS AND CONDITIONS

Each proposer must state in its proposal whether it accepts the below, standard contract terms and conditions. Any exceptions must be included, if at all, with the proposal submission. **Please note:** (1) Terms marked with an asterisk are *mandatory minimum terms* of the procurement, and taking any material exception will render a proposal non-responsive; and (2) exceptions taken to other terms and conditions may be a negative factor in evaluation of a proposal.

1. Statement of Work

[To be developed based on the proposal under the awarded contract. This Agreement must contain detailed performance criteria and a schedule for performance. This Agreement must also require progress reports or meetings on a regular basis to allow the AOC to determine whether the contractor is on the right track and the project is on schedule, to provide communication of interim findings, and to afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly. Resumes of each Contractor participant who will exercise a major administrative role or major policy or consultative role must be attached. This Agreement must state that the AOC will evaluate the Contractor's performance.][]*

2. Pricing and Payment

2.1 Compensation

[To be developed based on pricing proposal under the awarded contract. This Agreement must contain a detailed analysis of the costs of performance of this Agreement.][]*

2.2 Expenses

[To be developed based on whether reimbursable expenses are part of the pricing proposal under the awarded contract].

(A) Limitation on Travel Expenses. *[If allowed, limited to same cost as would be applicable were contractor an AOC employee; see Attachment H, AOC Travel Rate Guidelines - Consultants.]* Travel is subject to preauthorization and approval by the AOC. [*]

2.3 Invoicing and Payment.

Contractor shall submit invoices to the AOC no more frequently than monthly, in arrears. Contractor's invoices must include information and supporting documentation, including a workload report in the form the AOC may specify from time-to-time. Contractor shall adhere

to reasonable billing guidelines issued by the AOC from time to time. Payment does not imply acceptance of Contractor's invoice or Services, and Contractor shall immediately refund any payment made in error.

2.4 Availability of Funds.

The AOC's obligation to compensate Contractor is subject to the availability of funds. The AOC shall notify Contractor if funds become unavailable or limited during the term of this Agreement. [*]

3. General Terms and Conditions

3.1 Contractor Certification Clauses.

(A) Representations and Warranties. Contractor certifies that the following representations and warranties are true:

- (1) 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. [*]
- (2) No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under California Public Contract Code sections 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. [*]
- (3) 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. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. **[FOR CONTRACTS WITH PRIVATE ENTITIES ONLY [*]:** Contractor is qualified to do business and in good standing in the State of California.] **[FOR CONTRACTS WITH PUBLIC ENTITIES ONLY [*]:** Attached is a true copy of the code, rule, resolution, order, motion, or ordinance authorizing Contractor to enter into or execute this Agreement.^{1]}
- (4) No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a conflict of interest or default under any of Contractor's other contracts.
- (5) No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's

¹ When performance by a local government entity will be completed before any payment by the JBE a resolution or other authority is not required to be attached.² The foregoing promise may be excluded if the percentage of the Contractor's postconsumer material in the products, materials, goods, or supplies can be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website.

knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse affect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

- (6) **Compliance with Laws Generally.** Contractor is in compliance in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.
- (7) **Work Eligibility.** All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility. [*]
- (8) **Drug Free Workplace.** Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357. [*]
- (9) **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. [*]
- (10) **Work Eligibility; Employment and Labor Laws.** Contractor and any personnel Contractor assigns to this matter are able to work legally in the United States and possess valid proof of work eligibility. Contractor also complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (California Government Code sections 12990 et seq.) and associated regulations (California Code of Regulations, title 2, sections 7285 et seq.). [*]
- (11) **Non-discrimination.** 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. Each subcontract in effect and authorizing work under this Agreement contains this provision. [*]
- (12) **National Labor Relations Board [not applicable to public entities].** No more than one, final un-appealable 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. [*]

(13) Child Support Compliance Act [not applicable to public entities; not applicable to contracts of \$100,000 or less].

(a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. [*]

(14) Discharge Violation [not applicable to public entities]. Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution. [*]

(15) Jury Duty. For actual jury service, Contractor's regular employees receive the amount of their regular pay and benefits for no fewer than five days annually, except to the extent Contractor's policies on jury service provide for that amount to be reduced (i) by any juror fees and costs actually reimbursed, and (ii) pro rata for employees who work less than on a full-time basis.

(B) Covenant as to Representations and Warranties. During the term of this Agreement, Contractor shall not take an action, or omit to perform any act, that results in a representation and warranty becoming untrue. Contractor shall promptly notify the AOC if any representation and warranty becomes untrue. [*]

3.2 Indemnity

Contractor shall indemnify and defend (with counsel satisfactory to the AOC Office of the General Counsel) Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, or (ii) any other breach by Contractor of this Agreement. 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.

3.3 Insurance.

- (A) **Basic Coverage.** Contractor shall provide and maintain at Contractor's expense the following insurance during the term of this Agreement:
- (1) **Workers Compensation and Employer's Liability.** The policy is required only if Contractor have employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease; [*]
 - (2) **Commercial General Liability.** The policy must cover bodily injury and property damage liability, including coverage for the products – completed operations hazard and liability assumed in a contract , personal and advertising injury liability, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit; and [*]
 - (3) **Professional Liability.** The policy must cover liability resulting from errors or omissions committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1 million per claim. [*]
- (B) **"Claims Made" Coverage.** If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three years beyond the termination or expiration of this Agreement and the AOC's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Services commence under this Agreement. [*]
- (C) **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.
- (D) **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- (E) **Deductibles and Self-Insured Retentions.** Contractor shall declare to the AOC all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the AOC's approval. Deductibles and self-insured retentions do not limit Contractor's liability. [*]
- (F) **Additional Insured Status.** Contractor shall require Contractor's commercial general liability insurer, Contractor's commercial automobile liability insurer, and, if applicable, Contractor's commercial umbrella liability insurer to name Judicial

Branch Entities and Judicial Branch Personnel as additional insureds with respect to liability arising out of Contractor's Services.

- (G) **Certificates of Insurance.** Before Contractor begin performing Services, Contractor shall give the AOC certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the AOC. Any replacement certificates of insurance are subject to the approval of the AOC, and, without prejudice to the AOC, Contractor shall not perform work before the AOC approves the certificates. [*]
- (H) **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- (I) **Required Policy Provisions.** Each policy must provide, as follows:
- (1) **Insurance Primary; Waiver of Subrogation.** The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and [*]
 - (2) **Separation of Insureds.** The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability;
 - (3) **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:
 - (a) **Separate.** Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
 - (b) **Joint.** Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- (J) **Consequences of Lapse.** If required insurance lapses during the Term of this Agreement, the AOC is not required to process invoices after such lapse until Contractor provide evidence of reinstatement that is effective as of the lapse date.

3.4 Default and Remedies

- (A) **Default.** A default exists under this Agreement if Contractor:
- (1) makes a material misrepresentation in writing; or
 - (2) fails or is unable to meet or perform any of Contractor's duties under this Agreement, and

(a) is incapable of curing this failure, or

(b) does not cure this failure within 30 days following notice.

(B) Notice. Contractor shall notify the AOC immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

(C) Remedies.

(1) **Available Remedies.** The AOC may do any of the following:

(a) require Contractor to enter into non-binding mediation;

(b) terminate this Agreement; and

(c) seek any other available remedy at law or in equity.

(2) **Remedies Cumulative.** All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

3.5 Termination; Effect of Expiration or Termination

(A) Early Termination.

(1) The AOC may terminate this entire Agreement “for cause” if Contractor is in default. The AOC may also limit Contractor’s Services and, proportionately, Contractor’s compensation, if:

(a) the AOC determines that having Contractor provide the Services has become infeasible due to changes in applicable laws or regulations; or [*]

(b) expected or actual funding to compensate Contractor is withdrawn, reduced, or limited. [*]

(2) The AOC may terminate this entire Agreement, with or without cause, by giving Contractor 30 days’ notice.

(3) This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

(B) Effect of Expiration and Early Termination; Survival.

(1) Upon the Termination Date:

(a) The AOC shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs. [*]

(b) Without prejudice to the AOC, Contractor shall be released from performing Services.

- (2) All rights and duties in this section 3 survive the expiration or termination of this Agreement, except for promises regarding the maintenance of insurance (other than sections 3.3(A) (1) and (2)).

3.6 Assignment and Subcontracting; Successors.

(A) Permitted Assignments and Subcontracts.

- (1) Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:
 - (a) The AOC may assign the AOC's rights and duties to any Judicial Branch Entity. The AOC shall notify Contractor in writing within 30 days following the assignment.
 - (b) Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:
 - (i) are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
 - (ii) affirm the rights granted in this Agreement to the non-assigning party;
 - (iii) make the representations and warranties made by the assigning/subcontracting party in this Agreement; and
 - (iv) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.
- (2) No assignment or subcontract will release either party of its duties under this Agreement.

(B) Successors. This Agreement binds the parties as well as their heirs, successors, and assignees.

3.7 Notices.

Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to a party's project

manager, if one is designated in section 1; otherwise, notices must be addressed to the individual(s) in the signature block of this Agreement. Either party may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.

If to the AOC:

Name: _____
Title: _____
Address: _____

Phone: _____
E-mail: _____

If to Contractor:

Name: _____
Title: _____
Address: _____

Phone: _____
E-mail: _____

3.8 Miscellaneous Provisions; Interpretation.

(A) **Independent Contractor.** Contractor is an independent contractor to the AOC. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the AOC.

(B) Contractor's Personnel.

- (1) Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the AOC is dissatisfied with any of Contractor's personnel, for any reason or no reason, Contractor shall replace them with qualified personnel. Otherwise, Contractor shall endeavor to minimize turnover of personnel Contractor assign to this project.
- (2) Contractor shall cooperate with the AOC if the AOC decides to perform background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the AOC require. Contractor may not assign personnel who refuse to undergo a background check.

(B) Audits and Records.

- (1) **Audit.** Contractor shall allow the AOC's designees and the AOC to review and audit Contractor's documents and records relating to this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.
- (2) **Ownership.** The AOC is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to

any mutually agreed period of continuation of Services), or upon the AOC's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the AOC or to another party at the AOC's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:

- (a) Contractor's receipt final payment under this Agreement; and
 - (b) The AOC's resolution with Contractor of the findings of any final audit.
- (3) **Copies.** Contractor may retain copies of any original documents Contractor provide to the AOC.

(C) Confidential Information; Publicity.

- (1) **Confidential Information.** Contractor agree to hold in confidence the following confidential information Contractor receive in connection with this Agreement:
- (a) The terms and conditions of this Agreement;
 - (b) All written information that is marked confidential;
 - (c) All non-public information in electronic form to which Contractor have access; and
 - (d) All verbal information the AOC later confirms in writing is confidential.

The AOC owns the confidential information, and the AOC authorizes Contractor to use it only for purposes of performing this Agreement. For example, Contractor may give confidential information on a "need-to-know" basis to Contractor's professional services providers, employees and subcontractors who have also executed confidentiality agreements that protect the AOC's confidential information to the same extent as this section 3.8. Contractor may also disclose the AOC's confidential information to the extent necessary to comply with law, provided Contractor gives the AOC advance notice.

- (2) **Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the AOC's Business Services Manager.
- (3) **Specific Performance.** Contractor understands a default under this section 3.8(D) will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the AOC will be entitled to seek.

(D) Antitrust Claims. [*] If services or goods under this Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- (1) Contractor shall assign to the AOC 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 AOC pursuant to the bid. Such assignment shall be made and become effective at the time the AOC tenders final payment to the Contractor. (GC 4552)

- (2) If the AOC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the AOC as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- (3) Upon demand in writing by the Contractor, the AOC shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the AOC has not been injured thereby, or (b) the AOC declines to file a court action for the cause of action. (GC 4554)

(E) Recycling Certification. [*] If products, materials, goods, or supplies are offered or sold to the AOC under this Agreement, Contractor shall, upon request, certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the AOC regardless of whether the product meets the requirements of Public Contract Code section 12209.2.

(F) Priority Hiring Considerations. [*] If this Agreement includes services in excess of \$200,000, 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 Public Contract Code section 10353.

(G) Union Activities. [*] As required under Government Code sections 16645-16649, Contractor shall:

- Include with any request for cost reimbursement from the AOC's funds a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing;
- Not assist, promote, or deter union organizing by employees performing work under state or AOC contracts;
- Not use the AOC's funds received under this Agreement to assist, promote or deter union organizing;

² The foregoing promise may be excluded if the percentage of the Contractor's postconsumer material in the products, materials, goods, or supplies can be verified by reference to a written advertisement, including, for example, a product label, a catalog, or a manufacturer or vendor website.

- Not, for any business conducted under this Agreement, use any property of the AOC to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless AOC property is equally available to the general public for holding meetings; and
 - If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, maintain records sufficient to show that no reimbursement from the AOC's funds has been sought for these costs, and provide those records to the Attorney General upon request.
- (H) Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in the state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts. [*]
- (J) Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code §1654.
- (K) Amendment and Waiver.** No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- (L) Authority and Binding Effect.** Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.
- (M) Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- (N) Headings.** All headings are for reference purposes only and do not affect the interpretation of this Agreement.
- (O) Time of the Essence.** Time is of the essence of the Contractor's performance of Services under this Agreement.
- (P) Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

4. Definitions

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

“**AOC**” means the Administrative Office of the Courts, the staff agency to the Judicial Council of California.

Project Title: Executive Search Services

RFP Number: HR-201101-GW

“Compensation” means all remuneration owed to Contractor in respect of Services, including Contractor’s professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.

“Effective Date” means the date of first performance stated in this Agreement.

“Termination Date” means the date when this Agreement expires or is validly terminated.

“Initial Term” is defined in section 1,

“Losses,” as used in the indemnity provisions of this Agreement includes actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys’ fees.

“Judicial Branch Entity” has the meaning stated in Government Code sections 900.3 and 940.3: any superior court, court of appeal, the Supreme Court, the Judicial Council, or the Administrative Office of Courts; and these entities comprise the “Judicial Branch.”

“Judicial Branch Personnel” means members, judges, judicial officers, subordinate judicial officers, directors, officers, employees, agents, consultants, and volunteers of a Judicial Branch Entity.

“Judicial Council” means the Judicial Council of California, the policymaking body of the state court system.

“Option Period” is defined in section 1.

“Services” are Contractor’s duties set forth in section 1,

“Term” comprises the Initial Term and any Option Period.