**ATTACHMENT B**

**JBE STANDARD TERMS AND CONDITIONS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (*Rev. Dec. 2019*)  **MASTER AGREEMENT** | | | | AGREEMENT NUMBER |
| **[@Agreement number]** |
| 1. | In this Master Agreement (“Agreement”), the term “Contractor” refers to **[@Contractor name]**, and the term “Establishing Judicial Branch Entity”, “Establishing JBE” or “Judicial Council” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Exhibit A). Any Judicial Branch Entity that purchases goods or services from Contractor pursuant to this Agreement is a “Participating Entity” (collectively, “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “JBEs” and individually as “JBE”). | | | |
| 2. | This Agreement is effective as of **[@Date]** (“Effective Date”) and expires on **[@Date]** (“Expiration Date”).  This Agreement includes two (2) options of consecutive one-year periods (“Option Term(s)” or “Subsequent Term(s)”), which may be exercised and administered at the Establishing JBE’s sole discretion and as indicated in Exhibit C (General Provisions), which are attached hereto and incorporated herein. | | | |
| 3. | The title of this Agreement is: Master Agreement for **Security Screening Equipment and Maintenance.**  *The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.* | | | |
| 4. | The parties agree that this Agreement, made up of this coversheet, the exhibits listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties, and is mutually binding on the parties in accordance with its terms. | | | |
|  | Exhibit A – Defined Terms  Exhibit B – Goods and Services  Exhibit C – Payment Provisions  Exhibit D – General Provisions  Exhibit E – Unruh Civil Rights Act & FEHA Certification | | Exhibit F – Internal Background Check Policy  Exhibit G – Tool Control Policy | |
| **ESTABLISHING JBE’S SIGNATURE** | | **CONTRACTOR’S SIGNATURE** | | |
| **Judicial Council** | | CONTRACTOR’S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)* | | |
| **[@Contractor name]** | | |
| BY *(Authorized Signature)* | | BY *(Authorized Signature)* | | |
| ✍ | | ✍ | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| **[@Name and title]** | | **[@Name and title]** | | |
| DATE EXECUTED | | DATE EXECUTED | | |
| **[@Date]** | | **[@Date]** | | |
| ADDRESS | | ADDRESS | | |
| **Branch Accounting and Procurement**  **455 Golden Gate Avenue, 6th Floor**  **San Francisco, CA 94102** | | **[@Address]** | | |

**EXHIBIT A**

DEFINED TERMS

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

1. **“Agreement”** is defined on the Coversheet.
2. **“Contractor”** is defined on the Coversheet.
3. **“Confidential Information”** means: (i) any information related to the business or operations of each JBE, including information relating to its personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of each JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBEs’ satisfaction that: (a) Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.
4. **“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.
5. **“Contract Amount”** means the contract amount of any Purchase Order.
6. **“Coversheet”** refers to the first page of this Agreement.
7. **“Deliverables”** is defined in Exhibit B.
8. **“Effective Date”** is defined on the Coversheet.
9. **“Establishing JBE”** is defined on the Coversheet.
10. **“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.
11. **“Goods”** is defined in Exhibit B.
12. **“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.
13. **“JBEs”** and **“JBE”** are defined on the Coversheet.
14. **“Judicial Branch Entity”** or **“Judicial Branch Entities**” means the Establishing JBE and any other California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.
15. **“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.
16. **“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Exhibit D or in the JBE’s Purchase Order.
17. **“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the Establishing JBE.
18. **“Purchase Order”** is defined in Exhibit B.
19. **“Participating Entities”** and **“Participating Entity”** are defined on the Coversheet.
20. **“PCC”** refers to the California Public Contract Code.
21. **“Services”** is defined in Exhibit B.
22. **“Stop Work Order”** is defined in Exhibit B.
23. **“Term”** comprises the Initial Term and any Option Terms.
24. **“Work”** is defined in Exhibit B.

END OF EXHIBIT

EXHIBIT B

GOODS AND SERVICES

1. Background, Purpose, and Ordering.
   1. This Agreement sets forth the terms and conditions that apply to Contractor’s provision of Work to the JBEs. “Work” shall mean the Goods, Services, and Deliverables as further described in Sections 2 and 3 below. This Agreement does not obligate a JBE to place any orders for Work under this Agreement, and does not guarantee Contractor a specific volume of orders.
   2. Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by issuing a Purchase Order. A “Purchase Order” is defined as an ordering document used by a JBE to place an order for Work under this Agreement. The form and format of an ordering document may vary. All Purchase Orders will reference this Agreement. The terms and conditions of this Agreement are applicable to all Purchase Orders, regardless of the ordering document or ordering process. Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Purchase Order has been presented to the Contractor by a JBE, the Contractor shall acknowledge and perform under the Purchase Order in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Purchase Order.
   3. Purchase Orders issued by a JBE constitute and will be construed as a separate, independent contract between Contractor and such JBE. Such contract will be subject to and incorporate the terms and conditions of this Agreement, provided the following: any additional or supplemental terms and conditions contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflict with or materially alter any term or condition of this Agreement, (a) will not be deemed part of such Purchase Order; and (b) will not serve to supersede or modify any provision of this Agreement.
   4. JBEs issuing a Purchase Order under this Agreement will include the name of a JBE contact person in the Purchase Order. Contractor shall contact the JBE’s designated contact regarding questions on any Purchase Order or payment status of any Purchase Order.
   5. The JBE signing the Purchase Order shall be solely responsible for: (i) the acceptance of and payment for the Work under such Purchase Orders; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation, except pursuant to a Purchase Order signed by such JBE, nor shall any breach by a JBE under a Purchase Order give rise to a breach under any other Purchase Order or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE’s use of or procurement through this Agreement (including any Purchase Order), or (ii) such JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
   6. This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.
2. Goods
   1. **Description of Goods.** As ordered by each JBE under a Purchase Order, Contractor shall provide to the JBEs the following products, goods, materials, and supplies (“Goods”) free and clear of all liens, claims, and encumbrances, and in accordance with this Agreement:

[The specific description of Goods will be completed in the final contract based on the RFP and the winning proposal.]

* 1. **Risk of Loss; Title.** Contractor will deliver the Goods “Free on Board Destination Freight Prepaid”, to the JBEs at the address specified in the applicable Purchase Order. Title to the Goods vests in the applicable JBE upon such JBE’s receipt of the Goods.
  2. **Inspection and Acceptance Criteria.** Notwithstanding any prior inspection or payments, all Goods delivered hereunder are subject to final inspection and acceptance or rejection by the JBE at any time within thirty days after delivery to the JBE. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the JBE and returned or held at Contractor’s expense and risk. Payment does not constitute an acceptance of the material nor impair the JBE’s right to inspect or any of its remedies
  3. **Warranties.** Contractor warrants to the JBEs that the Goods will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

1. Services.
   1. **Description of Services.** As ordered by each JBE under a Purchase Order, Contractor shall perform the following services (“Services”) described below for the JBEs.

[The specific description of Services will be completed in the final contract based on the RFP and the winning proposal.]

* 1. **Description of Deliverables.** As ordered by each JBE under a Purchase Order, Contractor shall deliver to the JBEs the following work products (“Deliverables”):

[The specific description of Deliverables will be completed in the final contract based on the RFP and the winning proposal. If there are no Deliverables, “Not Applicable” should be entered in this section.]

* 1. **Inspection and Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

[This section will be completed in the final contract based on the RFP and the winning proposal.]

* 1. **Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline:

The timeline for performance will be set forth by the individual JBEs in their Purchase Order.

1. Ordering Process

Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by issuing a Purchase Order as further described in section 1 (Background and Ordering) above.

1. Project Managers.

Each JBE may designate a project manager. The Establishing JBE’s project manager is: \_\_\_\_\_\_\_\_\_\_\_\_. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: \_\_\_\_\_\_\_. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.

1. Service Warranties.

Contractor warrants to the JBEs that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement, the applicable Purchase Order and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE’s acceptance of such Deliverable or Service, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

1. Resources.

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

1. Commencement of Performance.

This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Purchase Order) shall be at Contractor's own risk.

1. Stop Work Orders.
   * 1. Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Work being provided to such JBE for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the JBE and the Contractor may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Work covered by the Stop Work Order as provided for in this Agreement.
     2. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and the Purchase Order shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for performance of any part of the Purchase Order; and

ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

* + 1. The JBEs shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

1. Acceptance or Rejection.

All Goods, Services and Deliverables are subject to acceptance by each JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Goods, Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service or Deliverable to the JBE within ten (10) business days after the JBE’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 JBE may terminate the portion of the Purchase Order that relates to a rejected Service or Deliverable at no expense to the JBE if the JBE rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**END OF EXHIBIT**

EXHIBIT C

PAYMENT PROVISIONS

1. **General.**

Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Exhibit C. The amounts specified in this Exhibit shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.

All pricing for Goods, including shipping, installation and training, set forth in this Exhibit C shall remain fixed for the initial three (3) year term of this Master Agreement, as set for in section 2 of the coversheet of this Master Agreement. All pricing for maintenance service will remain fixed for the Term of this Agreement. If the Judicial Council elects to extend the term of this Master Agreement, the Judicial Council will send a Notice to Contractor per Exhibit D, section 5 (Option Terms). The Judicial Council will issue an amendment to this Agreement extending the Term and any agreed upon price adjustments for Goods, shipping, installation and training. In no event will such price adjustment exceed three percent (3%) of the current price.

1. **Compensation for Goods, Services and Deliverables.** 
   1. **Goods.** Contractor will invoice the following amounts for Goods that the JBE has accepted.

[To be completed in final contract based on the RFP and winning proposal.]

* 1. **Services and Deliverables.** Contractor will invoice the following amounts for Services or Deliverables that the JBE has accepted:

[To be completed in final contract based on the RFP and winning proposal.]

* 1. **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.
  2. **Payment Information.**

[To be completed in final contract based on the RFP and winning proposal.]

* 1. **No Advance Payment.** The JBEs will not make any advance payments.

1. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services or Deliverables shall be reimbursed by the JBEs.
   1. **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense:
      * + No allowable expenses under this Agreement
   2. **Required Certification.** Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
2. **Invoicing and Payment.**
   1. **Invoicing.** Each JBE will be responsible for payment of Goods, Services or Deliverables ordered by the JBE under this Agreement. Contractor shall submit invoices to the individual JBEs in arrears no more frequently than monthly. The JBE has no obligation to pay for Goods, Services or Deliverables until one original and two copies of a correct, itemized invoice is received at the address shown on the JBE’s Purchase Order. Each invoice must be printed on Contractor’s standard printed bill form, and must include at a minimum (i) the Purchase Order number, (ii) Contractor’s name and remit address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit JBE to evaluate the Work provided, including without limitation the number of hours worked and the applicable hourly rate. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time. Amounts owed to the JBE due to rejections of Goods, Services or Deliverables or discrepancies in an invoice will be, at the JBE’s option, fully credited against future invoices payable by the JBE, or paid by Contractor within thirty days from Contractor’s receipt of a debit memo or other written request for payment by the JBE.
   2. **Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services or Deliverables, in accordance with the terms of this Agreement and the applicable Purchase Order. Payment is due thirty days from receipt of a correct, itemized invoice. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations.
   3. **No Implied Acceptance.** Payment does not imply acceptance of Contractor’s invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
3. **Taxes.**

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

**END OF EXHIBIT**

**EXHIBIT D**

GENERAL PROVISIONS

1. **Provisions Applicable to Services**
   1. **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor’s duties. If a JBE is dissatisfied with any of Contractor’s personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such JBE.
   2. **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
   3. **Background Checks.**  Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor’s personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.
2. **Contractor Certification Clauses.** Contractor certifies to the JBEs that the following representations and warranties, which shall apply to this Agreement and any Purchase Order, are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBEs if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
   1. **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Purchase Order, and Contractor’s signatory has authority to bind Contractor to this Agreement and any Purchase Order.
   2. **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 JBEs.
   3. **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 any Purchase Order) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any Purchase Order).
   4. **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 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.
   5. **No Interference with Other Contracts.** To the best of Contractor’s knowledge, this Agreement and any Purchase Order does not create a material conflict of interest or default under any of Contractor’s other contracts.
   6. **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 its obligations.
   7. **Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor’s business and its obligations under this Agreement and any Purchase Order.
   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 any Purchase Order), and Contractor takes all reasonable steps to prevent harassment from occurring.
   10. **Noninfringement.** The Goods, Services, Deliverables, and Contractor’s performance under this Agreement (and any Purchase Order) do not infringe, or constitute an infringement, misappropriation or violation of, any third party’s intellectual property right.
   11. **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.
   12. **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against 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.
3. **Insurance**

**3.1 Basic Coverage.** Contractor shall provide to each JBE and maintain at the Contractor’s expense the following insurance during the Term:

* + 1. *Commercial General Liability.*The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.
    2. *Workers Compensation and Employer’s Liability.*The policy is required only if Contractor has employees. The policy must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of $1,000,000 per accident or disease.
    3. *Automobile Liability.*This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.
  1. **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
  2. **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
  3. **Deductibles and Self-Insured Retentions.** Contractor shall declare to each JBE 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 each JBE’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
  4. **Additional Insured Endorsements.** Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
  5. **Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days’ prior written notice to the Establishing JBE and any Participating Entity.
  6. **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.
  7. **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer’s liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
  8. **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
  9. **Consequence of Lapse.** If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

1. **Indemnity.** Contractor will defend (with counsel satisfactory to the JBE 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 or any Purchase Order; 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 or any Purchase Order, 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 that would bind an indemnified party, without the affected JBE’s prior written consent, which consent shall not be unreasonably withheld; and such JBE 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. **Option Terms.** The Establishing JBE may elect to extend this Agreement for up to two consecutive one-year terms (each an “Option Term”), at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option Term). The Establishing JBE will issue an amendment to this Agreement extending the Term and any agreed upon price adjustments allowed in this Agreement.
3. **Tax Delinquency.** Contractor must provide notice to the JBEs immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The Establishing JBE may terminate this Agreement immediately “for cause” pursuant to Section 7.2 below (and each JBE may terminate its Purchase Order immediately “for cause” pursuant to Section 7.2 below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
4. **Termination** 
   1. **Termination for Convenience.** The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Purchase Order) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Establishing JBE (and regarding a Purchase Order, except as otherwise directed by the JBE), Contractor shall immediately: (a) stop Services (or development of Deliverables) as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
   2. **Termination for Cause.** The Establishing JBE may terminate this Agreement, in whole or in part, immediately “for cause” (and a JBE may terminate a Purchase Order, in whole or in part, immediately “for cause”): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Purchase Order, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Purchase Order) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
   3. **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
   4. **Termination for Changes in Budget or Law.** Each JBE’s payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Purchase Order. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Purchase Order). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Purchase Order), and each JBE may limit Contractor’s Work (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor’s performance under this Agreement (or a JBE determines that Contractor’s performance under a Purchase Order) has become infeasible due to changes in applicable laws.
   5. **Rights and Remedies.** 
      1. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Establishing JBE and the affected Participating Entities 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 (or a Purchase Order). If Contractor is in default: (i) a JBE may 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; (ii) a JBE may require Contractor to enter into nonbinding mediation; (iii) the Establishing JBE may exercise, following Notice, the Establishing JBE’s right of early termination of this Agreement (and a JBE may exercise its right of early termination of a Purchase Order) as provided herein; and (iv) a JBE may seek any other remedy available at law or in equity.
      2. *Replacement.* If the Establishing JBE terminates this Agreement (or if a JBE terminates a Purchase Order) in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision, in no event shall the excess cost to the JBEs for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.
      3. *Delivery of Materials.* In the event of any expiration or termination of this Agreement (or a Purchase Order), Contractor shall promptly provide the applicable JBE or JBEs with all originals and copies of the Deliverables for such JBE, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Purchase Order, the JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.
      4. *Purchase Order*. The termination of this Agreement shall not result in the termination of any outstanding Purchase Order that has not been terminated by a JBE, and this Agreement shall continue to apply to any such Purchase Order until such time as all Work under such Purchase Order has been completed by its terms or is terminated as provided in this Section 7; provided, however, that the term of such Purchase Order may not exceed the expiration date of this Agreement. Issuance and acknowledgement of any Purchase Order must be completed before the termination or expiration of this Agreement.
   6. **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the Establishing JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.
5. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement (including any Purchase Order), in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Establishing JBE. 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.
6. **Notices.** Notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Contractor:** | **If to the Establishing JBE:** |
| [name, title, address] | Judicial Council of California  Attn: Contracts Supervisor  2850 Gateway Oaks Drive, Suite 300  Sacramento, CA 95833-4348 |
|  |  |
|  |  |

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

1. Provisions Applicable to Certain Agreements. The provisions in this section are applicable to this Agreement and to any Purchase Order, provided, however that if this Agreement or a Purchase Order is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Purchase Order.
   1. **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 or any Purchase Order 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.
   2. **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 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.
   3. **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.
   4. **Priority Hiring.** *If the Contract Amount is over $200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.*  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.
   5. **Iran Contracting Act.** *If the Contract Amount is $1,000,000 or more and Contractor did not provide to the Establishing 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 Establishing JBE to enter into this Agreement (and written permission from each JBE to enter into the applicable Purchase Order) pursuant to PCC 2203(c).
   6. **Loss Leader Prohibition.** *If this Agreement (including any Purchase Order) 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.
   7. **Recycling.** *If this Agreement (including any Purchase Order) 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 (including any Purchase Order) 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 (including any Purchase order) 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.
   8. **Federal Funding Requirements.** *If this Agreement (or a Purchase Order) 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 (or a Purchase Order) may have been written for the mutual benefit of both parties (or Participating Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Purchase Order) were executed after that determination was made. This Agreement (or a Purchase Order) is valid and enforceable only if sufficient funds are made available to the Establishing JBE (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Purchase Order) 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 (or a Purchase Order) in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement (or a Purchase Order) is intended to be paid, this Agreement (or Purchase Order) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Establishing JBE may invalidate this Agreement (and a JBE may invalidate a Purchase Order) 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 (or Purchase Order) to reflect any reduction in funds.
   9. **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 (or a Purchase Order): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Establishing 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 each Purchase Order, certify in a report to the applicable JBE: (1) the total amount of money Contractor received under the Purchase Order; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Purchase Order; (3) the amount each DVBE subcontractor received from Contractor in connection with the Purchase Order; and (4) that all payments under the Purchase Order have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
   10. **Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable 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.
   11. **Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Purchase Order) 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.
   12. **Equipment Purchases.** *If this Agreement (or any Purchase Order) 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.
   13. **Four-Digit Date Compliance.** *If this Agreement (or any Purchase Order) 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 JBEs. “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 or any Purchase Order.
   14. **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 (and any Purchase Order). Contractor must within sixty (60) days of receiving final payment under this Agreement (and any Purchase Order) 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 seventy-five percent (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement (and any Purchase Order).
2. **Miscellaneous Provisions.**
   1. **Independent Contractor.** Contractor is an independent contractor to the JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBEs. Contractor has no authority to bind or incur any obligation on behalf of the JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate this Agreement (and a JBE may terminate a Purchase Order) immediately upon notice.
   2. **GAAP Compliance.** Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
   3. **Audit.** Contractor must allow the JBEs or their designees to review and audit Contractor’s (and any subcontractors’) documents and records relating to this Agreement (including any Purchase Order), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Purchase Order), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement (and any Purchase Orders) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.
   4. **Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services (including Deliverables) or the delivery of the Services. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
   5. **Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE’s express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Purchase Order. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Each JBE owns all right, title and interest in its Confidential Information. Contractor will notify the affected JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon a JBE’s request and upon any termination or expiration of this Agreement or a Purchase Order, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all such JBE’s Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor’s obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBEs shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
   6. **Ownership of Deliverables.** Unless otherwise agreed in this Agreement, regarding any Deliverables or any other work product to be provided to a JBE, Contractor hereby assigns to such JBE all rights, title, and interest (and all intellectual property rights, including but not limited to copyrights) in and to such Deliverables and work product, any partially-completed Deliverables, and related materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable or other work product in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
   7. **Publicity.** Contractor shall not make any public announcement or press release about this Agreement (or any Purchase Order) without the prior written approval of the Establishing JBE (and with respect to any Purchase Order, the prior written approval of the applicable JBE).
   8. **Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement (including any Purchase Order). The Contractor and the applicable JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
   9. **Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
   10. **Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Establishing JBE. A waiver of enforcement of any of this Agreement’s terms or conditions by the Establishing JBE is effective only if expressly agreed in writing by a duly authorized officer of the Establishing JBE. Any waiver or failure by a JBE to enforce any provision of this Agreement or Purchase Order on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
   11. **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.
   12. **Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
   13. **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.
   14. **Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.
   15. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

**END OF EXHIBIT**

EXHIBIT E

**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); **and**

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).

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. The certifications made in this document shall be deemed to be made for, and apply to, the Agreement and each Purchase Order of $100,000 or more.

|  |  |  |
| --- | --- | --- |
| *Contractor Name (Printed)* | | *Federal ID Number* |
| *By (Authorized Signature)* | | |
| *Printed Name and Title of Person Signing* | | |
| *Date Executed* | *Executed in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | |

**END OF EXHIBIT**

**EXHIBIT F**

**Internal Background Check Policy**

Facilities Services’ Contractor Clearance Program

|  |  |
| --- | --- |
| Title: | Background Checks for Contractors Working on the Judicial Council’s Behalf in Restricted Areas |
| Contact: | Facilities Services office’s Emergency Planning and Security Coordination Unit (EPSCU) |
| Policy Statement: | Judicial Council staff must adhere to this policy and related procedures to comply with the Federal Bureau of Investigation (FBI) security policy for personnel who have access to criminal justice information and the California Department of Justice (CA DOJ) regulations for the California Law Enforcement Telecommunications System (CLETS). In addition, access to other restricted areas as defined in this policy require adherence to this policy. |
| Contents: | Who must comply with this policy? 2  What is the policy? 2  Definition of Contractor 2  Definition of Restricted Area 2  Definition of Emergency Situation 3  What is the purpose of this policy? 3  What is the application process? 4  What are the evaluation criteria? 5  What is the evaluation process? 5  Applicants Suitable for Unescorted Access to Restricted Areas 6  Applicants Not Suitable for Unescorted Access to Restricted Areas 6  Subsequent Arrests 6  Requests for Exceptions 7  What is the badging process? 7  Badge Issuance 7  Badge Replacement 7  Badge Return 8  Questions and Complaints 8  Additional Resources 8  References 8 |

Who must comply with this policy?

This policy applies to:

* Judicial Council (council) divisions, offices, and/or units that contract for non-council employees to work on the council’s behalf;
* Council staff who work with those individuals (for example, the project managers); and
* Council staff who work on any contracts or agreements that provide for non-council employees to perform work on the council’s behalf.

What is the policy?

Council staff must do all of the following:

1. Ensure that each “Contractor” is fingerprinted, evaluated, and badged *before* he or she is allowed unescorted access to a “Restricted Area.” A person who has not met these requirements may onlyenter a Restricted Area during an “Emergency Situation” and:

a. must be escorted at ALL times by someone who has met these requirements; or

b. must be found suitable for unescorted access to Restricted Areas by the court, in compliance with FBI *Criminal Justice Information Services Security Policy* and CA DOJ regulations for CLETS found in *CLETS Policies, Practices and Procedures*.

1. Adhere to the EPSCU procedure for background check services, which is referenced at the end of this policy under Additional Resources.
2. Ensure that contracts, agreements, and related documents do not contradict or counteract this policy or the related EPSCU procedure.

**Definition of Contractor**

For the purposes of this policy and related EPSCU services, any person who either contracts with the council or is employed through a third party who contracts with the council *who provides services* under that contract at a court or the California Court Technology Center (CCTC).

This excludes contractors and agencies who do not receive payment for services from the council. It also excludes employees of entities that are able to do fingerprint-based background checks that are submitted to the CA DOJ. Those entities are responsible for performing their own background checks of their employees. EPSCU only provides background checks to employees of private contractors who cannot do fingerprint-based background checks that are submitted to the CA DOJ (as commercially-available searches will not suffice).

**Definition of Restricted Area**

For the purposes of this policy, any area of either the CCTC or a court facility which:

1. contains a means to connect to FBI and CA DOJ criminal databases via CLETS; *or*
2. contains any records or information (transported, processed, or stored in physical or electronic format) that were obtained via CLETS.
3. are areas within the Facility that are not generally accessible to the public, including (i) judges’ chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, and (ii) public areas of a Facility during non-business hours that are subject to security screening during normal business hours.

The definition of Restricted Area also applies to areas where CLETS information can be discussed, or electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

**Definition of Emergency Situation**

For the purposes of this policy, any condition arising from a sudden or unexpected occurrence in which prompt services are needed *to avoid or minimize* the impact on the CCTC, court facility, or the council staff’s ability to do the following:

* Ensure the safety and security of people occupying and visiting the facility;
* Conduct business in a timely manner in a safe and functional environment;
* Preserve the facility; and
* Protect files, records, and documents located in the facility.

Visitors to the CCTC or the non-public areas of a court facility are not required to undergo a background and fingerprint check. They must, however, be escorted at ALL times.

What is the purpose of this policy?

The council retains contractors to do work on its behalf or on behalf of courts, and these contractors are often located in the courts. Many if not all courts subscribe to CLETS service from the CA DOJ and have CLETS terminals, records, and information in their facilities, as does the CCTC.[[1]](#footnote-1)

There are strict regulations regarding access to CLETS. Government Code sections 15150–15167 establish the CA DOJ’s responsibility for maintenance of the system. The CA DOJ publishes a *CLETS Policies, Practices, and Procedures* document that specifies, among other things, the fingerprint and background check requirements for access to CLETS-provided information. Entities that subscribe to CLETS service from the CA DOJ are responsible for their compliance. Also, FBI security policy addresses personnel who have access to criminal justice information. Screening requirements are outlined in the FBI’s *Criminal Justice Information Services Security Policy*.

As a service to the courts and as a precaution, council’s staff have implemented a policy of conducting CLETS-level background checks for any of its contractors who would be working in Restricted Areas.[[2]](#footnote-2) The council’s Executive Office delegated to EPSCU oversight of background checks for non-council employees working under contract with the council in Restricted Areas. EPSCU worked with the CA DOJ and several council offices to define Restricted Areas, establish a procedure for providing related services, and identify the evaluation criteria that are listed in this policy.

What is the application process?

Council staff are responsible for requesting EPSCU’s services when needed. As part of the initial set‑up process, they will be required to provide EPSCU the following:

* A project code for chargeback of CA DOJ billing costs;
* A designated council contact or Contractor contact; and
* A designated council authorizer (ideally a manager or supervisor).

EPSCU and the council’s Human Resources (HR) office share a single Originating Agency Identifier (ORI) number. HR receives the CA DOJ invoices and uses the project code that council staff provide to do chargebacks for the cost of the Contractor background checks.

EPSCU will send the EPSCU program procedure to the designated council contact and Contractor contact, as applicable. The council contact and Contractor contact are responsible for explaining the restrictions to the “Applicants.” They are also responsible for providing EPSCU with the following:

* A background check authorization signed by the Applicant;
* A completed badge form, authorized by the council authorizer; and
* A digital photograph of the Applicant that meets the requirements on the badge form.

EPSCU will send the council contact or Contractor contact an “Applicant Packet” with the appropriate instructions and forms. The forms are prefilled with the council routing and billing information. The council contact or the Contractor contact gives the Applicant the paperwork so he or she can be fingerprinted. The Applicant should fingerprint within two weeks. It usually takes two weeks to three months for the CA DOJ to provide the background check results. Delays sometimes occur due to poor fingerprint quality, criminal information hits, or erroneous information submitted on the fingerprint transaction. EPSCU will provide the council contact and Contractor contact with information about how Applicants can check the status of their submissions with the CA DOJ.

What are the evaluation criteria?

EPSCU will review the results using the following evaluation criteria, which comply with FBI and CA DOJ regulations. Applicants are not suitable for unescorted access to a Restricted Area if an Applicant’s background check reveals any of the following:

1. A felony conviction of any kind or felony charge pending court disposition (that includes arrest warrant for a felony charge); or
2. Any misdemeanor conviction *or* charge pending court disposition involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, gang activity, drugs (excluding certain misdemeanor marijuana convictions more than two years from the date of such conviction, as specified in California Labor Code section 432.8), or moral turpitude.

Crimes of moral turpitude (that are not already described in the criteria above) include:

* Assaultive crimes involving false imprisonment, discharging a firearm, and shooting at an inhabited dwelling.
* Drug crimes involving maintaining a drug house, possessing heroin for sale, possessing marijuana for sale, selling drugs, and transporting a controlled substance.
* Escape crimes involving escape with or without violence and evading a peace officer.
* Property crimes involving arson, forgery, and receiving stolen property.
* Sex crimes involving indecent exposure, lewd acts on a child, pimping and pandering, and rape.
* Weapon crimes involving possessing or conspiring to possess an illegal firearm and possessing a deadly weapon with intent to assault.
* Other crimes involving bribery, extortion, kidnapping, perjury, and terrorist threat.

The following will be reviewed on an individual basis to determine suitability for unescorted access to a Restricted Area:

1. Misdemeanor convictions greater than 10 years old;
2. Felony or misdemeanor arrests without conviction and/or misdemeanor convictions, within the last 10 years that, when taken in total, establish reasonable doubt about the Contractor’s suitability for access; or
3. Outstanding arrest warrants indicating possible fugitive status.

What is the evaluation process?

Because the council qualifies as an Applicant Agency under California law, it receives the criminal record results electronically from the CA DOJ. EPSCU follows the CA DOJ instructions to keep the information secure. It cannot share the criminal record result information.

**Applicants Suitable for Unescorted Access to Restricted Areas**

If an Applicant is suitable for unescorted access per the evaluation criteria, EPSCU will notify the council contact(s) and Contractor contact(s), as applicable. EPSCU will delete the criminal record results.

If not already submitted, the council contact or Contractor contact must provide EPSCU with the Applicant’s completed badge form and digital photograph. These will be used for badge purposes only. The digital photograph must meet the requirements on the badge request. If not already submitted, EPSCU must also have the council authorizer’s approval for a badge, via a signed badge form or e-mail approval.

EPSCU will forward the Contractor’s badge to the council contact or Contractor contact for distribution. The Contractor must wear the badge in a visible location at all times while in a Restricted Area, as visual confirmation that he or she is suitable for unescorted access.

**Applicants Not Suitable for Unescorted Access to Restricted Areas**

If an Applicant is not suitable per the evaluation criteria, EPSCU will notify the council contact(s) and Contractor contact(s), as applicable, that the Applicant is not suitable for unescorted access to a Restricted Area. EPSCU will mail the relevant criminal record results to the Applicant at the address he or she listed on the Live Scan form, then delete the criminal record results.

If the Applicant believes that the criminal record results contained an error, he or she must contact the CA DOJ’s California Justice Information Services Division at 916-227-3849 to obtain information on how to correct the record. Information on this process is also available at the Office of the Attorney General’s website at *http://oag.ca.gov/fingerprints/security\_faq*.

EPSCU must submit a No Longer Interested (NLI) form to the CA DOJ so that it does not receive subsequent arrest notifications or dispositions on Applicants deemed not suitable. For this reason, if the Applicant’s record is corrected and the council authorizer wants EPSCU to re-evaluate, the Applicant will have to be refingerprinted.

**Subsequent Arrests**

After EPSCU receives criminal record results, it automatically gets subsequent arrest notifications and dispositions. EPSCU will continue to get this information until it submits a NLI form to the CA DOJ.

If EPSCU is notified of a Contractor’s arrest, it may reevaluate the person’s suitability for unescorted access to Restricted Areas. EPSCU reserves the right to change its determination of a person’s suitability for unescorted access to Restricted Areas based on a subsequent arrest. If this occurs, EPSCU will notify the council contact(s) and Contractor contact(s), as applicable, and request that the Contractor’s badge be returned, that unescorted access to a Restricted Area be discontinued, and that the Contractor’s last-known address be provided. EPSCU will mail the relevant criminal record results to the Contractor at that address, delete the criminal record results, and send an NLI.

**Requests for Exceptions**

Exceptions are rarely considered because the evaluation criteria implement mandatory FBI and CA DOJ regulations. If an Applicant receives notice that he or she is not suitable for access to Restricted Areas, the council contact or Contractor contact may ask the council authorizer to request an exception from EPSCU. The request must be in writing. It must include the Applicant’s name and reason for the request. The Applicant will have to be re-fingerprinted. EPSCU will send the council contact or Contractor contact a new Applicant Packet.

Before refingerprinting, the Applicant may want to consider options for cleaning up his or her criminal record. One resource is the Online Self-Help Center located on the California Judicial Branch’s website at *www.courts.ca.gov* (specifically, the *Figuring out your options* section under *Cleaning Your Criminal Record*).

Once EPSCU receives the criminal record results electronically from the CA DOJ, the EPSCU supervisor will evaluate the results and notify the council authorizer, council contact(s), and Contractor contact(s) of the decision.

What is the badging process?

**Badge Issuance**

EPSCU issues badges to Applicants suitable for unescorted access to restricted areas. These green badges help identify Contractors who have been deemed suitable by EPSCU for unescorted access to Restricted Areas. The badges do not provide any special privileges to Contractors (for example, bypassing entrance security screening). They do not allow access to secured council facilities.

The badges that allow access to the council buildings are part of a separate EPSCU program. Council building access is only granted to people who will work in the building regularly, and it must be applied for in person. The council contact or designee may escort the Contractor to the EPSCU Badge Room to complete the required form and have a photograph taken.

**Badge Replacement**

EPSCU replaces lost, stolen, and damaged badges. The council contact or Contractor contact must notify EPSCU when a replacement badge is necessary.

**Badge Return**

When an approved Applicant is no longer employed by the Contractor company or is reassigned so that he or she no longer needs unescorted access to a Restricted Area, the following must happen. The council contact or Contractor contact must promptly inform EPSCU, collect the Contractor’s badge, and return it to EPSCU. EPSCU must fax or mail an NLI form to the CA DOJ so that it does not receive subsequent arrest notifications or subsequent arrest dispositions.

Questions and Complaints

EPSCU communicates directly with the council contact or Contractor contact only. Any questions or complaints should be routed to the council contact or Contractor contact (for example, questions or complaints relating to the retention, day-to-day management, or termination of Contractors).

Additional Resources

Council staff may contact EPSCU for current versions of the following documents:

* Memo to contacts summarizing EPSCU program procedure
* Contractor Background Check Authorization
* Contractor Badge Information/Authorization

References

* California Government Code sections 15150–15167
* Federal Bureau of Investigation *Criminal Justice Information Services Security Policy*
* California Department of Justice *CLETS Policies, Practices, and Procedures*
* Office of the Attorney General’s website at *http://oag.ca.gov/fingerprints/security\_faq*

**END OF EXHIBIT**

**EXHIBIT G**

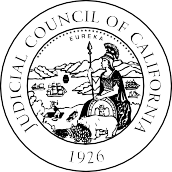


1403.00 Tool Control Policy

August 4, 2015

1403.00 Tool Control Policy

AUGUST 4, 2015



**Judicial Council Tool**

**Control Policy**

**Revision Management**

|  |  |
| --- | --- |
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|  |  |  |  |

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**AOC Tool Control****Policy**

* 1. **Authority**

The procedure supports the followings California law, administrative procedure, rule of court, or AOC policy:

**In-Custody Holding Areas**: It is the policy of the Facilities Management Unit to control all tools, supplies, materials, parts, and equipment necessary to complete Facilities Services work in In- Custody Holding areas. This control will be achieved through implementation of the procedures and documentation below and will be reinforced through periodic evaluation.

**All other areas**: This policy applies equally to all other areas in which Court or Court-related or supported functions are conducted. These areas include but are not limited to conference rooms, secured Court staff areas, parking lots, administrative areas, hallways, conveyances, restrooms, and building infrastructure control rooms. Control in these areas shall be achieved to the greatest extent possible through an emphasis on awareness, vigilance, and on-the-spot remediation of deficiencies in property control and accountability.

Acceptance of employment in the Court environment in general implies a thorough understanding of the physical security risks involved when tools, supplies, materials, parts, and equipment are not properly controlled. Facilities Management Unit staff and outsourced service providers at all levels are responsible to support this policy through education and direct action. Failure to apply the fundamentals of this policy through action or inaction can result in property damage, and/or personal injury to anyone in the Court environment and can lead to appropriate action, up to and including the suspension of granted access rights to state courts.

* 1. **Scope**

The Facilities Management Unit is responsible for Facilities Services throughout In-Custody Holding areas. Successful provision of services requires technical personnel to access and operate in these areas and to bring all the tools, supplies, materials, parts, and equipment necessary to complete their work.

Due to the unique nature of the environment, there is an extremely high risk that any of these items, if not properly controlled, will result in property damage, and/or personal injury to those who operate and occupy the areas, and to others who may in the course of normal operations, enter these areas.

* 1. **Purpose**

Eliminate risks of property damage, and/or personal injury to those who operate and occupy In-Custody Holding areas, and to others who may in the course of normal operations, enter these areas.

* 1. **Definitions**

|  |  |
| --- | --- |
| **TERM** | **DEFINITION** |
| AOC | Administrative Office of the Courts |
| In-Custody Holding Areas | Areas where people who are “in-custody” by authorities are kept prior  to and following their court appearance |

* 1. **Process Steps**

This section contains the description of the process steps in this procedure.

1. 1. **Procedure:**

There are three basic phases in the accomplishment of Facilities Services in In-Custody Holding areas.

* + 1. Pre-entry: The basic activities in this phase include planning, scheduling, and coordination with In-Custody operational personnel, and assembly of tools, supplies, materials, parts, and equipment necessary to complete the work. This includes travel to the job site, arrival, and formal notification to In- Custody operational personnel that all preparations for work are completed. Establishment of positive control of tools, supplies, materials, parts, and equipment is accomplished.
    2. In Place: This phase includes activities carried out while inside the controlled In-Custody Holding areas. There shall be no intermediate exit/re- entry.
    3. Exit. In this phase, technicians have completed all work and are outside the controlled In-Custody Holding areas. Technicians inform In-Custody operational personnel of the job status, report any unusual circumstances, and complete necessary documentation to validate and record control of tools, supplies, materials, parts, and equipment.
  1. **Minimal Operational Requirements:**

Proper control of tools, supplies, materials, parts, and equipment is achieved through inventory and documentation activities at each of the three phases as described above. Personnel must be vigilant to ensure:

* + 1. Careful determination and inventory of what is needed in the Pre-entry phase.
    2. Strict limitation on what is brought into the In-Place phase, to the minimum required property as shown on the Pre-Entry inventory.
    3. Validating that the same property is removed during the Exit phase.
    4. Accuracy and thoroughness in completing required documentation.
  1. **Documentation:**

In order to record the actions required in the Minimal Operational Requirements, a simple localized form shall be developed and used at each occurrence of the procedure above.

* + 1. The form shall allow for recording of the date, place, and time of the inventory of property in the Pre-entry Phase and shall have a place to record the signatures of both the technician, (or lead technician), and the In-Custody operational personnel.
    2. The form shall allow for recording of the inventory of property in the Exit Phase and shall have a place to record the date, place, and time, and signatures of both the technician, (or lead technician), and the In-Custody operational personnel.
    3. If, during the Exit phase, it is discovered that one or more items shown on the Pre-entry inventory are missing, Facilities Services personnel shall immediately report the condition to the In-Custody operational personnel, remain at the job site, and comply with all direction as provided by the In- Custody operational personnel to resolve the deficiency. Regardless of the results of the effort to reconcile “Pre-Entry property inventories” to “Exit property inventories”, Facilities Services personnel shall record the details of the event on the form.
    4. Retain completed forms for at least 90 days at each site.
  1. **Compliance:**

Compliance with this policy is demonstrated with existence of written site specific guides, and existence and proper use of the required inventory forms.

* 1. **Site Specific Requirements:**

Because there are a very wide range of physical layouts, sizes, assignment of In-Custody operational personnel, Facilities Services resources, and In-Custody operating schedules and procedures, local Facilities Services management shall establish written site specific guides and procedures, but at a minimum must include a form to record the date, place, and time of inventories and validation signatures as shown in the Documentation section above.

* 1. **Site Specific Options:**

Decisions on whether or not to establish dedicated tool cribs, shadow boards, containers, property marking, lost/found property guidance or other control measures for tools, supplies, materials, parts, and equipment in support of general Facilities Services operations are local, and as such are outside the provisions of this policy. Such provisions shall not in any way take precedence over, or in any other manner interfere with, the requirements of this policy.

* 1. **Exemption:**

The procedures and documentation in this policy is not required when Facilities Services personnel are sworn peace officers and also serve in the capacity of In-Custody operational personnel.

* 1. **Periodic Evaluation:**

AOC personnel shall evaluate compliance with this policy upon random inspection of completed forms and also through random observation of the full cycle of the Pre-entry, In Place, and Exit phases of an occurrence.

1. **Process Completion Steps and Next Steps**

The completion of work and a reconciled inventory of tools used during work.

1. **Non-Formalized Processes**

None at this time

1. **Decision Making Authority**

Follows the FMU organizational hierarchy

1. **Dispute Resolution**

Follows the FMU organizational hierarchy

1. **Process Performance Metrics**

What is critical to the internal/external customer of this process, and how do you know? What critical measurements define the quality of this process?

* + - Tool reconciliation on completion of work
    - Accurate record keeping

**END OF EXHIBIT**

**END OF AGREEMENT**

1. Depending on the type and location of their work, contractors may be subject to additional requirements, which will be specified by the Judicial Council’s Agency CLETS Coordinator (ACC) who can be reached at [Nicole.Rosa@jud.ca.gov](mailto:Nicole.Rosa@jud.ca.gov). [↑](#footnote-ref-1)
2. The Court retains authority over access to its facility and this policy does not supersede the Court’s responsibility, if a CLETS Subscribing Agency, to comply with FBI’s *Criminal Justice Information Services Security Policy* and CA DOJ’s *CLETS Policies, Practices and Procedures*. [↑](#footnote-ref-2)