

ATTACHMENT 5

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD AGREEMENT COVERSHEET

AGREEMENT NUMBER

[Agreement Number]

FEDERAL EMPLOYER ID NUMBER

1 In this Agreement, the term “Contractor” refers to **[Contractor name]**, and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.

2 This Agreement becomes effective as of **[Date]** (the “Effective Date”) and expires on **[Date]**.

3 The maximum amount that the AOC may pay Contractor under this Agreement is \$**[Dollar amount]**.

4 The purpose of this Agreement is:

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

5 The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit @

- | | |
|---------------------|---------------------|
| Exhibit A – (Title) | Exhibit E – (Title) |
| Exhibit B – (Title) | Exhibit F – (Title) |
| Exhibit C – (Title) | Exhibit G – (Title) |
| Exhibit D – (Title) | |

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

State of California Standard Agreement

Contract No. _____ with _____

Administrative Office of the Courts Use Only

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

Amount Encumbered by this Document:	Prior Amount Encumbered for this Contract:	Total Amount Encumbered to Date:
\$(Dollar amount)	\$(Dollar amount)	\$(Dollar amount)

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

SIGNATURE OF ACCOUNTING OFFICER 	DATE
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EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the AOC), and hold harmless (collectively, “Indemnify”) the State, the Judicial Council of California, the Administrative Office of the Courts, the State’s trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers and employees (individually, an “Indemnified Party”) from any and all claims, lawsuits, losses, costs (including attorney fees and costs), liabilities, and damages arising from, related to or in connection with, in whole or in part, any of the following:

- (a) Contractor or any of its employees’ or Subcontractor’s negligent acts, omissions, or intentional misconduct;
- (b) Contractor’s breach of its obligations under this Agreement;
- (c) Contractor or any of its employees’ or Subcontractor’s violation of any applicable law, rule, or regulation; and/or
- (d) Any claim or lawsuit by any third party, contractor, Subcontractor, supplier, worker, or any other person, firm, or corporation furnishing or supplying Work, Services, Materials, or supplies in connection with the performance of this Agreement who may be injured or damaged by the Contractor or any of its Subcontractors, or employees when such claim arises from, is related to, or is in connection with Contractor’s performance under this Agreement.

This article does not require the Contractor to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage to the extent arising from the negligence or intentional misconduct of the Indemnified Party.

2. Relationship of Parties

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

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to Contractor for any Work not yet completed and accepted if Contractor fails to perform as specified in this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost of any Work already performed by the Contractor, or that is in the process of being performed based on instructions from the State, will be payable by the State upon the presentation of an

appropriate invoice by the Contractor, and the approval of said invoice by the State, as provided for in Exhibit C, Payment Provisions.

Should the State fail to pay the Contractor as provided for in Exhibit C, Payment Provisions the Contractor may cease to complete any further Work until such time as any invoices that are in arrears are paid.

4. No Assignment

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

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

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

7. Consideration

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

END OF EXHIBIT

EXHIBIT B

SPECIAL PROVISIONS

1. Definitions

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

- A. “**Administrative Director**” refers to that individual or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. “**Amendment**” means a written document issued by the State and signed by Contractor which alters the Agreement and which identifies the following: (1) a change in the Work; (2) an adjustment to the Agreement terms.
- C. “**Business Day**” means days of the week excluding Saturday and Sunday, as well as Contractor’s pre-established and published holidays applicable to its employees.
- D. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. The “**Agreement**” constitutes the entire integrated agreement between the State and Contractor, and includes the Contract Documents incorporated by reference into a fully executed State Standard Agreement form. The term “**Contract**” may be used interchangeably with the term “**Agreement**.”
- F. “**Contract Amount**” means the total amount encumbered under this Agreement for payment by the State to Contractor for performance of all Work and reimbursement of all expenses, in accordance with the Contract Documents.
- G. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures used contracting with the State to do the Contract Work.

Contractor is one of the parties to this Agreement. For purposes of this Agreement, the term “**Manager**” may be used interchangeably with Contractor.

- H. “**Court(s)**” or “**Trial Court(s)**” means one or more of the fifty-eight (58) superior courts in the California state trial court system.
- I. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. “**Day**” means calendar day.
- K. “**Expenses**” means and includes both Travel and Living Expenses and Reimbursable Expenses.
- L. “**Firm Fixed Price**” means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables.
- M. “**Firm Fixed Price Basis**” means that the Contractor shall receive, as full and complete compensation for the provision of Deliverable(s), Firm Fixed Price(s), which shall constitute complete compensation for all costs, expenses, and efforts incurred by Contractor in provision of the Deliverable(s).
- N. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
 - i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- O. “**Hourly Basis**” means that Contractor shall be paid at an hourly rate for each such hour of authorized Work actually performed.
- P. “**Key Personnel**” refers to Contractor’s personnel or personnel of Subcontractors that are named in this Agreement, whom the State has approved to perform specific Work. Qualifications of Key Personnel are provided in any resumes set forth in or attached to this Agreement. Work and roles of Key Personnel are as set forth in this Agreement.
- Q. “**Notice**” means a written document as required by this Agreement and given by:

- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or hand-delivered to the other party's authorized representative, which shall be effective on the date of service.
- R. **"Project"** refers to all activity executed under this Agreement, including the Work of Contractor and its Subcontractors and the responsibilities of the State and the State's representatives.
- S. **"Reimbursable Expenses"** means specific expense(s) incurred or to be incurred by Contractor and/or its Subcontractor(s) in pursuit of performance of the Work.
- T. **"Service(s)"** means and includes action(s) that shall be performed by the Contractor's or its Subcontractor's employees. Services may or may not result in the provision of Deliverables.
- U. The **"State"** refers to the Judicial Council of California / Administrative Office of the Courts (**"AOC"**). For purposes of this Agreement, the term **"Client"** may be used interchangeably with the terms State and Judicial Council of California/Administrative Office of the Courts (**"AOC"**).
- V. **"Statement of Work"** means and includes a description of Services and Deliverables to be provided according to this Agreement.
- W. **"State Standard Agreement"** means the form used by the State to enter into agreements with other parties. An originally signed, fully executed version of the State Standard Agreement form, together with the integrated Contract Documents, shall constitute the **"Agreement"**.
- X. **"Subcontractor"** shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of this Agreement. When **the State** refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term "Subcontractor" includes, at every level and/or tier, all subcontractors, sub-consultants, agents, suppliers, and/or materialmen.
- Y. **"Third Party"** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, that is not a party to this Agreement.

- Z. **“Time and Materials Not to Exceed Basis”** means that the Contractor shall be compensated for Work actually performed on an Hourly Basis.
- AA. **“Travel and Living Expenses”** means expenses for travel and living costs incurred or to be incurred by Contractor’s employees or Contractor’s Subcontractor’s employees in pursuit of performance of the Work, as further specified in Exhibit C.
- BB. **“Work”** means and includes the provision of Services alone and/or Services that result in the provision of Deliverables.

2. Manner of Performance of Work

Contractor shall provide, and shall act to ensure that its Subcontractors shall provide that all Work specified in these Contract Documents is performed to the State's satisfaction, in compliance with the standards specified in Exhibit D, and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

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

4. Services Warranties

- A. Contractor warrants and represents that its employees and its Subcontractors employees assigned to perform Services under this Agreement have the appropriate required credentials in the specified area(s) of competence required by the regulations cited in Exhibit D; or, if no credentials are cited in Exhibit D, the skills, training, and background reasonably commensurate with his or her level of performance or responsibility so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.
- B. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the Services provided hereunder.
- C. Contractor warrants that the Services will be performed on time and according to the applicable schedule.
- D. Contractor warrants that the Services to be provided hereunder will conform to the requirements of the Statement of Work of this Agreement. This warranty shall begin upon the date of the State’s final payment for the Services, and shall extend for a period of 180 Days thereafter (“Warranty Period”). If the State identifies defect(s) in the Services provided during the Warranty Period,

Contractor shall either re-perform the Services or otherwise remedy the defect to the satisfaction of the State. Contractor shall (unless a longer period is agreed to in writing with the State's Project Manager) have a period of ten (10) Business Days following receipt of Notice of the existence of a defect, in which to provide a cure. In no event shall the State be responsible for any costs incurred by Contractor to remedy any deficiencies in the Services

- E. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, the AOC(s), the Counties and/or any other customer agencies or other beneficiaries of the Services provided hereunder.

5. Limitation on Publication

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

6. Contractor's Personnel

- A. Contractor shall provide all personnel and Subcontractor personnel necessary to provide the Work authorized under this Agreement.
- B. Contractor and/or its Subcontractors shall provide certain Key Personnel, including Contractor's Project Manager(s), to perform certain Work set forth in this Agreement.
- C. Contractor's Project Manager shall:
 - i. Serve as the primary contact with the State's Project Manager and personnel;
 - ii. Manage the day to day activities of Contractor and its Subcontractor's personnel;
 - iii. Identify the appropriate resources needed;
 - iv. Plan and schedule the Work;
 - v. Meet budget and schedule commitments;
 - vi. Provide Progress Reports in accordance with this Agreement; and
 - vii. Act to ensure the overall quality of the Work performed.
- D. If any of Key Personnel assigned to a Project, through no cause or fault of Contractor, become unavailable to perform Work, Contractor shall immediately provide replacement Key Personnel, possessing equivalent or greater experience and skills as required by this.

7. Background Checks

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

8. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions, article 3, the State may terminate this Agreement for convenience and without cause at any time upon providing Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, Contractor shall promptly discontinue all Work affected unless the Notice specifies otherwise.
- B. If the State terminates this Agreement other than for cause, the State shall pay Contractor for the fair value of satisfactory Work rendered before the termination.

9. State's Obligation Subject to Availability of Funds

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

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

10. Notice:

A. Any Notice of breach required by or with regard to this Agreement shall be in writing and shall be delivered as follows:

B. Notice to the AOC shall be directed to:

To the AOC: Mr. Dan Hutton
 Supervising Facility Management Administrator
 Office of Court Construction and Management
 Judicial Council of California
 Administrative Office of the Courts
 2255 North Ontario Street, Suite 200
 Burbank, CA 91504-3188

With a copy to: Mr. Grant Walker
 Senior Manager, Business Services
 Judicial Council of California
 Administrative Office of the Courts
 455 Golden Gate Avenue
 San Francisco, CA 94102

C. Notice to Contractor shall be directed to:

TBD

11. Subcontracting

Contractor shall not subcontract the Work to be provided under this Agreement unless Contractor has identified the Subcontractor in writing in a Proposal that is acceptable to and authorized by the State. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

12. Changes and Amendments

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

AOC:
Mr. Grant Walker
Senior Manager, Business Services
Judicial Council of California
Administrative Office of the Courts – Business Services
455 Golden Gate Avenue
San Francisco, CA 94102

CONTRACTOR:
[Insert name and address]

- B. Requests for said changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After a review of the request, a written decision shall be provided to Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

13. Accounting System Requirement

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

14. Retention of Records

Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with California State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. Contractor is also obligated to protect Data adequately against fire or other damage.

15. Audit

- A. Subject to applicable medical privacy statutes, Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the

State under this Agreement. Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

16. Protection of Persons and Property

A. Safety of Persons and Property

- i. The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the performance of the Work, and shall make all employees engaged in the performance of the Work aware of all Project safety, fire, and health requirements and regulations including the appropriate use of personal protective equipment.
- ii. The Contractor shall prior to the provision of the Services, submit to the AOC a written plan for Project site safety that is compliant with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety and protection of persons and property from damage, injury or loss.
- iii. The Contractor shall take precautions for safety and provide protection to prevent damage, injury or loss to:
 - Employees performing work at the a designated parking facility and other persons who may be affected thereby;
 - The parking facility and materials and equipment at the facility under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - Other property at the parking facility, or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, stairways, passageways, roadways, structures, equipment, and utilities.
- iv. The Contractor shall at all times conduct its provision of the Services to minimize inconvenience to the general public and to ensure the protection of persons and business adjacent to the Project site so as to minimize interference with their daily lives and operations.
- v. If required by the local jurisdiction having authority, or by safe work practice, and with the prior agreement of the AOC, the Contractor shall hire appropriate law enforcement personnel to control public vehicle traffic during periods of extraordinary facility operations, deliveries, or construction vehicles leaving or entering the parking facility.
- vi. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities, including posting danger signs and other warnings against hazards, bearing on the safety of persons or property, or their protection from damage, injury or loss.

- vii. When conditions of the Work, in the judgment of the AOC, present unreasonable risk of injury or death to persons or property damage, the AOC, may direct the Contractor to close down the parking facility and not commence operations again until all dangerous conditions are eliminated.

B. Emergencies and Reporting of Accidents or Claims

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

C. Prohibited Substance of Materials

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

16. Insurance and Waiver of Claims

- A. Insurance Requirements. The Contractor shall furnish to the State evidence of insurance as follows:
 - i. Commercial General Liability. Commercial General Liability Insurance (or comparable Garage Liability insurance) provided on an occurrence form with limits of not less than \$5,000,000. per occurrence, and a \$5,000,000. annual aggregate limit of liability. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract, and fire legal liability. If a Garage Liability insurance policy is used to provide all or a part of the required commercial general

liability insurance the coverage provided must include all of the applicable coverage grants found within the commercial general liability insurance policy and the definition of covered "Auto" must include all land motor vehicles, trailers or semi-trailers.

- ii. Workers' Compensation/Employer's Liability. Statutory workers' compensation insurance, including special coverage extensions, for all of Contractor's employees who will be engaged in the performance of the Services, and employer's liability with limits not less than \$1,000,000. for each accident, \$1,000,000. as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee. Automobile Liability. If an automobile is used in the performance of the Services Automobile liability insurance with limits of not less than \$2,000,000. per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Work. Garagekeepers Liability: Garagekeepers Liability insurance written on an occurrence form with limits of not less than \$2,000,000. per occurrence specific to each parking facility managed under this agreement. The insurance shall cover damage to customer's vehicles in the care, custody and control of the contractor. Each policy must include coverage for collision, overturn, and comprehensive perils, and be provided on a direct primary basis.
- iii. Excess/Umbrella Insurance. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

B. General Policy Conditions:

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

the Administrative Office of the Courts, or or any superior courts and appellate courts of the State of California , including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents.

- v. Waiver of Recovery. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, automobile liability, garage liability, and garage keepers liability to also waive any right of recovery it may have against any of the State of California, Judicial Council of California, the Administrative Office of the Courts, any superior courts and appellate courts of the State of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, agents and volunteers for liability arising out of the Services performed by Contractor under this Contract.
 - vi. Cancellation. Contractor will require an endorsement to each insurance policy required under section 18 that the insurance will not be materially changed or cancelled without 30 days notice to the AOC.
- C. Waiver of Claims: The State, the Judicial Council of California, the Administrative Office of the Courts, the superior courts and appellate courts of the State of California, and any of their officers, employees, and agents (collectively, "State Entities") shall not be liable for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the negligence or intentional misconduct of the State Entities. Contractor and Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the State Entities for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the negligence or intentional misconduct of the State Entities. Neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work;
- D. NO PERSONAL LIABILITY: Neither the State, nor any other officer or employee of the State will be personally responsible for liabilities arising under the Contract.

17. Confidentiality

- A. Both the State and Contractor acknowledge and agree that in the course of performing the Work under this Agreement, that each may disclose to the other Confidential Information.
- B. Both the State and Contractor agree not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that Contractor may disclose the State's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are performing Work authorized under this Agreement. All such employees and Subcontractors of Contractor shall have executed a confidentiality agreement with Contractor requiring a promise of confidentiality concerning Contractor's clients and business.
- C. Neither the State nor Contractor shall acquire right or title to the Confidential Information. Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, both the State and Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.
- D. The State reserves the right to disclose all Work provided under this Agreement to third parties for the purpose of validation of the Work.
- E. Contractor shall bind its Subcontractors to provisions of confidentiality with regard to the Confidential Information disclosed that are not less strict than those assumed by Contractor hereunder.

18. Permits and Licenses

The Contractor shall observe and comply, and shall ensure that its Subcontractors observe and comply with all federal, state, city, and county laws, rules, and regulations affecting Contractor and its Subcontractor(s) performance of the Work provided under this Agreement. The Contractor shall procure and keep in full force and effect, and shall ensure that its Subcontractors procure and keep in full force and effect, during the Term of this Agreement, all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

19. Conflict of Interest

- A. Contractor shall ensure that its officers and employees shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. Contractor and its officers and employees shall also avoid actions resulting in or creating the appearance of (1) use of an

official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.

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

Former State employees will not be awarded a contract for (a) two (2) years from the date of separation if that employee had any part in the decision making process relevant to this Agreement, or (b) for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as this Agreement within the twelve (12) month period of his or her separation from State service.

20. Covenant Against Gratuities

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

21. National Labor Relations Board

By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.

22. Drug-Free Workplace

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

23. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. Contractor shall comply and shall ensure that its Subcontractors comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to its Subcontractors to perform Work under the Agreement.

24. Americans with Disabilities Act

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

25. Governing Law; Jurisdiction

This Agreement, and all of the rights and duties of Contractor and the AOC arising out of or related to this Agreement or to the relationship of Contractor and the AOC, are governed by the laws of the State of California without regard to its conflicts of law rules. This provision applies to all claims and causes of action that Contractor has or may acquire against the AOC, whether based on contract, tort, statute, or anything else. Contractor agrees that any claims it has or may acquire against the AOC shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Contractor agrees to submit to the personal and

exclusive jurisdiction of courts located in the State of California. Contractor waives all defenses and arguments that the AOCs located in the State of California constitute an inconvenient forum based upon the residence or domicile of Contractor, the location of the Project that is the subject of the litigation or the location of witnesses, the location of documents, or anything else.

26. Severability

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

27. Waiver

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

28. Signature Authority

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

29. Survival

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

30. Entire Agreement

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

END OF EXHIBIT

EXHIBIT C

PAYMENT PROVISIONS

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

Parking Facilities	Location	Monthly Fixed Fee	Monthly Percentage Based Fee
Airport Court	11701 South La Cienega Blvd. Los Angeles, CA 90045	\$ _____ Management Fee	
Alhambra Court -	150 Commonwealth Ave Alhambra, CA 91801		_____ % Revenue Sharing
Beverly Hills Court	9355 Burton Way Beverly Hills, CA 90210		_____ % Revenue Sharing
Chatsworth Court	9375 Penfield Ave. Chatsworth, CA 91311	\$ _____ Management Fee	
Compton Court	400 Acacia St Compton, CA 90020		_____ % Revenue Sharing
Edelman Children's Court	201 Centre Plaza Dr. Monterey Park, CA 91340		_____ % Revenue Sharing
El Monte Court	11264 East Valley Blvd El Monte, CA 91731	\$ _____ Management Fee	
Inglewood Court - East	One Regent St. Inglewood, CA 90301		_____ % Revenue Sharing
Inglewood Court - West	One Regent St. Inglewood, CA 90301	\$ _____ Management Fee	
Long Beach Court - B	415 W. Ocean Blvd. Long Beach, CA 90802	\$ _____ Management Fee	
Metro Court - A	1945 South Hill St. Los Angeles, CA 90007		_____ % Revenue Sharing

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Metro Court - B	1945 South Hill St. Los Angeles, CA 90007		_____% Revenue Sharing
Pasadena Court	240 Ramona St, Pasadena, CA 91001		_____% Revenue Sharing
Pomona South Court	350 West 7th St. Pomona, CA 91766		_____% Revenue Sharing
San Fernando Court A	801 3rd St San Fernando, CA 91340		_____% Revenue Sharing
San Fernando Court B	909 First St. San Fernando, CA 91340	\$ _____ Management Fee	
San Fernando Court C	1001 3 rd. St San Fernando, CA 91340	\$ _____ Management Fee	
San Pedro Court	505 South Centre St San Pedro, CA 90731		_____% Revenue Sharing
West Angeles Court	1633 Purdue St. West Los Angeles, CA 90025		_____% Revenue Sharing
Whittier Court	7621 South Painter Ave. Whittier, CA 90602	\$ _____ Management Fee	
Van Nuys Court	6170 Sylmar Ave. Los Angeles, CA 91401		_____% Revenue Sharing

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

Consulting Services – Hourly Rate

Provide an hourly cost for consulting services. This cost should include all cost related to the hourly rate exclusive of overnight travel. Cost should be provided for each of the following classifications:

	Hourly Rate
Senior Analyst	\$ _____
Analyst	\$ _____
Administrative Support	\$ _____

1. Taxes

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

2. Method of Payment

- A. The Contractor shall submit an invoice monthly for the Work performed during the foregoing month. After receipt of invoice, AOC will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The State will make payment in arrears within sixty (60) days after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate
 - i. The Contract number,
 - ii. A unique invoice number;
 - iii. The Contractor's name and address;
 - iv. Taxpayer identification number
 - v. Description of the completed Work, including services rendered, Task(s) performed, and/or Deliverable(s) made, as appropriate; and the name(s) of employee(s) evaluated.
 - vi. Preferred remittance address, if different from the mailing address.

C. The Contractor shall submit one (1) original:

Judicial Council of California
Administrative Office of the Courts
Office of Court Construction & Management
Senior Facilities Risk Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3660

The Contractor shall simultaneously submit a copy of the invoice to the AOC's Project Manager.

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- i. The AOC may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

.1. Disallowance

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

.2. Payment Does Not Imply Acceptance of Work

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

.3. Release of Claims

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

END OF EXHIBIT

EXHIBIT D

STATEMENT OF WORK

1. PROJECT DESCRIPTION

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

2. STATEMENT OF WORK

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

SCOPE OF WORK: ON SITE

Daily

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

Weekly

- Power sweep if applicable.

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

Monthly

- Supervisory inspection of Parking Facility with written report to AOC.

Quarterly

- Selected contractor and AOC joint site inspections.

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General

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

Labor and Materials

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

Equipment

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

Maintenance and Repair

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

END OF EXHIBIT

EXHIBIT E

CREDIT CARD SECURITY OBLIGATIONS:

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

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

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

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

END OF EXHIBIT