Agreement between
Superior Court of California, County of Alameda
and [insert name of Contractor]

This Agreement is made between [insert name of Contractor], [insert Contractor's address], [insert State], [insert zip code] ("**Contractor**") and the Superior Court of California, County of Alameda, an entity of the State of California ("**Court**").

Background

The Court issued an RFP on [date] requesting proposals from highly qualified vendors with expertise in providing a new telephone and IVR system, professional services for design and installation of the system, and ongoing support and maintenance services.

The new systems are being implemented to provide features and functionality that will be needed by the Court to improve staff efficiency and upgrade service to the public using advanced communications technology. [Contractor Name] has been chosen to supply the new systems and will be responsible to design and implement the new system for the three Court locations

In consideration of their mutual promises, and subject to the attached terms and conditions, the parties agree as follows:

1. Term and Effective Date of Agreement

This Agreement shall be effective from [insert **effective date]** through [insert **end date],** unless otherwise terminated. This Agreement is of no force or effect until signed by both parties. Contractor shall not perform any of its obligations under this Agreement, until this Agreement is fully executed.

2. Contract Documents

Incorporated into this Agreement are the following attachments (collectively, "the Contract Documents"): (1) this Contract Cover Sheet(s); (2) Exhibit A - Definitions (Rev0405); (3) Exhibit B-1 - General Terms and Conditions – Consulting (Rev0405); (4) Exhibit B-2 - Supplemental Terms and Conditions; (5) Exhibit C - Payment Terms; (5) Exhibit D - Statement of Work; and (6) Exhibit E, Attachments (including Attachment 1, Acceptance and Sign-off Form, and Attachment 2, AOC Travel Rate Guidelines). In the event of a conflict between the terms of the Contract Documents, the following order of precedence shall govern and shall determine which terms will prevail : Exhibit B-1 - General Terms and Conditions; Exhibit B-2 - Supplemental Terms and Conditions, Exhibit C - Payment Terms; Exhibit D - Statement of Work; and Exhibit E – Attachments. [Adjust the order of precedence if necessary.] Any Amendments to this Agreement, starting with the most recent, shall take precedence over the existing Contract Documents. In the event of a conflict between an Amendment and the terms of any other Contract Document, the terms of the Amendment shall prevail.

3. Contract Amount

As set forth further in Exhibit C, Payment Provisions, the Contract Amount shall not exceed **[insert not to exceed amount of contract].**.

3. Representatives:

A. Notices: Notices, as may be required in the Agreement, will be provided to the following:

COURT:	**CONTRACTOR:**
[Insert name of individual to receive notices]	[Insert name of individual to receive notices]
[Insert title of individual]	[Insert title of individual]
[Insert street address (NOT A PO BOX) for notice]	[Insert street address (NOT A PO BOX) for notice]
[Insert State and zip code]	[Insert State and zip code]

B. Project Management: The roles and responsibilities of the Court's Project Manager and the Contractor's Project Lead, named below, are outlined in the Agreement.

COURT PROJECT MANAGER	**CONTRACTOR PROJECT LEAD**
[Insert name of individual to receive notices]	[Insert name of individual to receive notices]
[Insert title of individual]	[Insert title of individual]
[Insert street address (NOT A PO BOX) for notice]	[Insert street address (NOT A PO BOX) for notice]
[Insert State and zip code]	[Insert State and zip code]

SIGNATURES

Superior Court of California, County of Alameda	**[Insert name of Contractor]**
Signature: _____	***Signature:*** _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date:: _____

End of Contract Cover Sheet

Definitions

1. **Administrative Office of the Courts (AOC)**: staff agency to the Judicial Council of California, the policy-making body of the California court system.

2. **Agreement**: entire integrated agreement, including all Contract Documents, Exhibits, Attachments, and Amendments incorporated therein, signed by Court and Contractor, for performance of the Work.

3. **Amendment**: written Contract Document issued by Court, and signed by both Contractor and Court, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in Contract Amount; (3) change in schedule for delivery and performance of Work; or (4) any change to other terms and conditions.

4. **Appropriation Year**: authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year. The Appropriation Year for federally funded agreements ends on September 30th of each year.

5. **Confidential Information**: (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement, (ii) all information related to the business of the Court that may be obtained orally, in writing, or from any source, or on any Court mainframe, Court or judicial branch computer network or workstation, and all software, whether owned or licensed by Court and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the Court concerning the past, present, or future official business and/or the results of the provision of services to the Court, and (iv) information relating to Court personnel and Court users. 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 generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information 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.

6. **Contract Amount**: total dollar amount of the contract.

7. **Contractor**: individual or entity, contracting with Court to do the agreed Work. Contractor is a party to this Agreement.

8. **Court**: Superior Court of California, as indicated on the Contract Cover Sheet. Court is a party to this Agreement.

9. **Data**: information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

10. **Deliverable**: hardware, software, firmware, documentation, services or other items, specified in the Agreement, that Contractor shall complete and deliver or submit to Court.

11. **Judicial Branch Entity**: State of California public entity that includes any superior court, any court of appeal, the Supreme Court of California, the Judicial Council of California, or the Administrative Office of the Courts, as defined in California Government Code §900.3.

12. **Material**: all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.

13. **Notice**: written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either:

    (1) depositing in the U. S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or
    (2) hand-delivery to the other party's authorized representative, as set forth in the Agreement. This Notice shall be effective on the date of receipt.

14. **Project Lead**: Contractor's representative who will operate as the main interface with the Court regarding the Work to be performed under this Agreement.

15. **Project Manager**: Court representative who will operate as the main interface between Contractor and the Court regarding the Work to be performed under this Agreement.

16. **Stop Work Order**: written notice to Contractor from Court, directing Contractor to stop performance of Work for a period of ninety (90) days following delivery of the order to Contractor, or for a longer period by mutual agreement of the parties.

17. **Subcontractor**: a person or business entity that has a contract (as an "independent contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.

18. **Task**: one or more functions, services, or actions, as specified in the Agreement, to be performed by Contractor for the Court

19. **Third Party**: any individual or entity not a party to the Agreement.

20. **Work**: any or all labor, services, Deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of the Agreement. Work may also includes Tasks, Deliverables, and/or Submittals required by individual work order(s).

General Terms and Conditions

1. Accounting
Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Audit; Retention of Records

A. **Audit.** Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.

B. **Retention of Records.** Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

3. Assignment
Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Court, in the form of an Amendment.

4. Choice of Law; Jurisdiction and Venue

A. **Choice of Law.** This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. **Jurisdiction and Venue**. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

5. Certifications and Representations
Contractor's signature on the cover page shall also serve as certification for the following paragraphs, A-F.

A. **ADA Compliance.** Contractor certifies that it and its Subcontractors comply 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.

B. **FEHA Compliance.** Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 *et seq.*

Contractor certifies that it and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of

this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. **Drug-free Workplace.** Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

D. **Labor/Collective Bargaining.** Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. **National Labor Relations Board (NLRB) Certification.** Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. **Prohibition Against Hiring Court Employees.** Contractor certifies and will require all Subcontractors to certify to the following:
"Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment."

6. Changes in Work; Stop Work

A. **Changes in Work**.

A.1. Court reserves the right to require Contractor to make changes in the Work, as set forth in Exhibit D, Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by Court or Contractor, Contractor will submit in writing:

a) a description of the proposed change and the reasons for the change;

b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and

c) a statement of the expected impact on schedule.

A.3. If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

B. **Stop Work.**

B.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 21 (Termination).

B.3 If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4 If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.

B.5 Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

7. Confidential Information

A. **Requirements of Strict Confidence.** While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. **Permissible Disclosures.** Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

8. Conflict of Interest; Prohibition Against Gratuities

A. **Conflict of Interest.**

A.1 Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.

A.2 Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3 Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

a) use of an official position with the government for private gain;
b) preferential treatment to any particular person associated with this Work or Agreement;
c) impairment of Court's independence or impartiality;

d) a decision made outside official channels; or
e) adverse effects on the confidence of the public in the integrity of Court.

B. **Prohibition Against Gratuities.**

B.1 Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of Court, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B.2 For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, wither whole or in part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in additional to any other rights and remedies provided by law or under this Agreement.

9. Consideration

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit C (Payment).

A. **Payment Does Not Imply Acceptance of Work.** Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.

10. Contractor Status

A. **Independent Contractor.**

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit D (Statement of Work), Contractor has no authority or responsibility to exercise any rights or power vested in Court.

A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

B. **Contractor's Employees.**

B.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in

any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

C. **Exclusive Control of Means and Method of Performance.** Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in Exhibit D – Statement of Work, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

D. **Permits, Laws, and Regulations.**

D.1 Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.

D.2 Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. **Subcontracting.**

E.1 Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court's written consent is a material breach of this Agreement.

E.2 Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. **Signature Authority**. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

11. Dispute Resolution

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. **Escalation.**

A.1 If a dispute remains unresolved following Notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.

A.2 If the matter is not resolved as set forth in section 11.A.1, the aggrieved party will submit a second Notice which will:

a) provide detailed factual information;

b) identify the specific provisions in this Agreement on which any demand is based;

c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

A.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. **Confidentiality During Dispute Resolution.**

B.1 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

B.2 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

12. Force Majeure

A. Force Majeure events include, but are not limited to:

1. catastrophic acts of nature, or public enemy;
2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

13. Indemnification

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) Court and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will not include loss, damage, or expense arising from the sole negligence or willful misconduct of Court or its agents, officers, and employees.

B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for Court's proportionate share of liability.

C. Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

14. Insurance

A. **General Insurance Requirements**. Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Contractor.

Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

B. **Minimum Scope & Limits of Coverage**.

Contractor will maintain the following coverages:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of **$1,000,000.00** for each accident.
3. Commercial General Liability Insurance with minimum limits of **$1,000,000.00** for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
4. Business Automobile Liability Insurance with minimum limits of **$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.

C. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to, and approved by, Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to Court and will be the sole responsibility of Contractor.

D. **Endorsements; Additional Insureds.**

The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Court, its officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor;
2. To the extent of Contractor's negligence, Contractor's insurance coverage will be primary insurance as respects Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Court, its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way;
3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability;
4. Contractor will provide Court certificates of insurance satisfactory to Court, evidencing all required coverages before Contractor begins any Work, and complete copies of each policy upon Court's request;
5. If at any time, the foregoing policies become unsatisfactory to Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to Court, Contractor will, upon Notice from Court, promptly obtain a new policy, and submit the same to Court, with the appropriate certificates and endorsements, for approval;
6. All of Contractor's policies will be endorsed to provide Notice to Court of cancellation, nonrenewal, and reduction in coverage, within fifteen days, mailed to the Court's representative for Notices named on the Contract Cover Sheet. Such notice will reference the relevant project, and contract number.

E. *Waiver of subrogation.* ***Contractor and its insurance carrier waive any and all rights of subrogation against the Judicial Branch Entities. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance***

from carrier, Contractor will indemnify Court from all costs and liability caused by Contractor's breach.

15. Limitation of Liability

Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

16. Modification.

No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit D (Statement of Work).

17. Prohibited Bids for End Product of this Agreement

No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

18. Public Contract Code References

References to the Public Contract Code are provided for convenience only. The Public Contract Code does not apply to Court, but is referenced to clarify Contractor's obligations, if specific code sections are cited.

19. Scope of Work; Acceptance

A. **Scope of Work.** Contractor will perform and complete all Work described in Exhibit D – Statement of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

B. **Acceptance**.

B.1 All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court's Project Manager will apply the acceptance criteria set forth in Exhibit D – Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.

B.2 Project Manager shall use the Acceptance and Sign-off Form (in the form provided as Attachment 1) to notify the Contractor of acceptance or non-acceptance.

B.3 If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 18 until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.

C. **Prior Work**. Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. **Non-Exclusivity.** This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

20. Standard of Performance; Warranties

A. **Standard of Performance**. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

B. **Warranties.**

B.1 Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2 **Non-Infringement**. Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.

B.3 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

B.4 Unless otherwise specified, the warranties set forth in this Section 19 commence after Work has been approved and accepted by Court.

C.

C.1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals (listed in Exhibit. E: Attachments) during the performance of Work.

C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.

C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.

D. **Background Checks.** For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

21. Survival.

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties .

22. Termination

A. **Termination for Cause.** Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. **Termination for Convenience.**

B.1 Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten days Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2 If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. **Termination due to Fund Appropriation and Availability.**

C.1 Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2 Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

D. **Effect of Termination.**

D.1 Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

D.2 Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

23. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

24. Waiver; **Severability**

A. **Waiver of Rights.** Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

B. **Severability.** The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

25. Entire Agreement

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

Supplemental Terms and Conditions

1) **STATEMENT OF WORK** - Vendor will sell, deliver, and install the telecommunications equipment (the "Equipment") and sublicense the associated software (together, the "System") and Buyer will purchase the Equipment and pay the applicable software license fees. Buyer may also order System maintenance (hereinafter "Maintenance") pursuant to the Service Plan described in this Agreement and its attachments and Vendor agrees to furnish such requested maintenance service for the System. The documents to be included in the Statement of Work include: the Vendor's Response to the Buyer's Request for Proposal (the "RFP Response"), the detailed price list, the Manufacturer's software license agreement(s), the Vendor's Scope of Work and the Service Agreement. The System will be installed and maintained at the location(s) specified below (the "Premises"):

Installation Address(es)

2) **CHANGE ORDERS, DRAWINGS, AND SPECIFICATIONS.** Vendor is responsible for programming and installing the System according to the agreed upon System Itemization. In addition, Vendor will provide the Buyer a Scope of Work to be included as part of the contract prior to the signing of this contract. The Buyer shall have the right to request changes in System configuration for a period of seven days after Installation and shall furnish with reasonable promptness any required additional instructions necessary for the execution of the work. Any additional requirements or changes after the first week which require additional labor will be billed by the Vendor at an agreed upon Time & Materials rate or a negotiated fixed price. Minor software changes (such as number assignments, or class of service) must be provided at no charge for a minimum of 30 days after installation. Any addition or deletion to the System shall be made by means of Vendor's Job Change Order ("JCO"). The terms of this Agreement, including the limited warranty, will apply to a JCO and equipment or software purchased thereunder. Such warranty will terminate not earlier than the Warranty Period set forth in this Agreement for the original System or the current term for Maintenance of that System. A JCO must be signed by an authorized representative of each party before Vendor can schedule any additional work or order additional equipment or software. The Cash Price of the System (including milestone date progress payments), Delivery Date and Cutover Date shall be subject to adjustment in the event of any mutually agreeable addition or deletion.

3) **DELIVERY AND TRAINING.**

(a) All shipments to and from the site shall be made at the vendor's expense. Supervision of packing, unpacking, and placement of equipment shall be furnished by the vendor.

(b) Vendor will provide Buyer with end-user and administrator training for the System, as described in the Scope of Work.

4) **MANUFACTURER SUPPORT**

The Vendor will obtain and deliver a support letter from the manufacturer designating the vendor as an authorized distributor of the system(s) being purchased.

5) **INSTALLATION**

(a) <u>General Requirements</u>

Upon execution of this contract, the Vendor will assign a Project Manager with experience in the installations of similar size and scope. The Vendor shall provide all materials and labor necessary to install, test, and cutover the telecommunications system supplied in accordance with the manufacturer's specifications. This shall include, but not be limited to, unloading, storage and control of equipment, security of inventory, inspection, and management of Vendor/sub-Vendor personnel. Vendor will remove all litter generated during the work and will ensure that the installation area is restored to as good a condition as it was prior to installation. All components of the systems installed shall be new and not previously used.

Vendor will install the System at the Premises in accordance with the manufacturer's specifications. Buyer will provide: (i) access, easements and consents necessary to install or service the System; (ii) necessary floor plans, space for the System and accessible wiring locations free of environmental hazards per government regulations; (iii) dedicated electric source, circuits, power and isolated ground; (iv) suitable operating environment (including isolated ground, air conditioning, humidity, heat and security) per manufacturer's specifications which specifications will be provided to Buyer by Vendor upon request; (v) raceway, conduit, holes and wireways; and (vi) a secure room with locks for temporary System storage. The Buyer will survey, mark and advise Vendor of any potential work areas that contain hazardous materials or substances, it shall submit in writing to Vendor the extent and locations of such and at its option, remedy this situation. In the event of breach of the foregoing, in addition to all other remedies, Vendor may immediately suspend work until Buyer has promptly corrected such condition(s) at Buyer's expense. In the event Buyer cannot or does not correct such condition, it will be at Vendor's option as to whether to recommence performance or terminate this Agreement. Any termination by Vendor because of an unsafe environmental condition exists will not be deemed a breach of this Agreement or a default under it and no liability for such decision will attach.

(b) Interface to Existing Equipment

If any of the systems to be installed by Vendor must interface to and interoperate with existing installed equipment, the Vendor must agree to be responsible for making any necessary arrangements with the vendor(s) or manufacturer(s) of such installed equipment for such interface and for defining conditions required for interoperability.

Buyer shall be responsible for placing all orders with the local regulated utility company.

(c) Other Requirements

1. The installation shall include all equipment. The Vendor is solely responsible for the complete turnkey engineering of the new telecommunications system and all interconnecting facilities.
2. All equipment, except station equipment, shall be firmly held in place by fasteners and/or supports that are adequate to support their loads within an ample safety factor and in accordance with Uniform Building Code.
3. All common equipment and connecting blocks shall be installed only in the existing telephone closets, unless otherwise specified by the Buyer.
4. All equipment, switch tails and connecting blocks shall be installed in accordance with the following codes and standards or local equivalent:
   - National Electric Code
   - EIA/TIA standards
   - All State, Buyer and local codes, ordinances and regulations

5. Equipment furnished by the Vendor, and connected to the regulated utility company switched facilities, shall be either registered in accordance with Part 68 of the Federal Communications Commission (FCC) Rules and Regulations (or local equivalent), or connected through registered protective circuitry.
6. The Vendor shall place the assigned public telephone number on each telephone instrument.
7. All costs for testing equipment used on site locations shall be the exclusive responsibility of the Vendor.
8. Vendor will perform station reviews, database preparation, and original program initializations.
9. Vendor will perform Telco coordination as deemed necessary by the Buyer.

6) **ACCEPTANCE.**

When the installation has been completed, Vendor will test the System according to the manufacturer's diagnostic and readiness test specifications in preparation for cutover. Prior to final acceptance, Vendor shall perform complete System tests, under the supervision of the Buyer or the Buyer's representative. Vendor shall furnish all necessary test equipment and perform all work required to determine whether the System performs as specified in this Agreement and the manufacturer's specifications for the System, and modify, if necessary, the performance of the System to meet the specified functions described in this Agreement and the manufacturer's specifications for the System. This work shall include, but not be limited to the following:

(a) Complete test of all station functions and features at each station or location;
(b) Tests of all System switching and call processing functions;
(c) Tests of all special and optional equipment such as Voice Processing and Call Center systems;
(d) Tests of all attendant console functions;
(e) Adjustment of all equipment components for optimum quality operation;
(f) Properly detailing all telephones, with line, station number, and special features, as appropriate;
(g) Testing all ACD and Call Center functions to ensure proper routing of calls under various conditions (e.g. Normal Operation, After Hours/Holiday, Overflow, All Agents Busy, No Agents Logged In, etc.) for all call vectors;
(h) Testing Call Center reporting systems to ensure functioning and accuracy of real-time displays and historical reports, alarm thresholds, system notices, etc;
(g) Providing Buyer's personnel with complete instructions in the proper operation of the System, by qualified representatives of Vendor, at the sites and at times suitable to the Buyer.

Vendor shall successfully complete the acceptance testing routine according to the following: the acceptance period begins upon the Cutover Date and ends when the telecommunications System has met the standard of performance, herein defined as: operating for a period of thirty (30) consecutive calendar days without experiencing any "System Failure Downtime" (the "Acceptance Period"). "System Failure Downtime" or "Downtime" is that period of time when the System is not operable due to intermittent or consistent failure to the extent that the switching system cannot be used continuously due to any of the following failures:

(a) The Automated Attendant, Voice mail, or Call Center systems are inaccessible to users or callers
(b) A majority of any group of central office facilities is inaccessible
(c) More than 25% of the stations are inoperative

(d) On other specific occasions when the Owner's responsible representative declares an emergency. The number of individuals who may declare an emergency will be limited and the Buyer and Vendor will mutually agree upon their names and/or titles.

Downtime for each incident shall start from the time that the Buyer contacts the designated Vendor representative until the System is returned to proper operating condition. The Buyer shall maintain appropriate daily records, to satisfy the requirements of this section. In the event the System does not meet the standard of performance during the initial thirty (30) consecutive calendar days, the Acceptance Period shall continue on a day-to-day basis until the standard of performance has been met for a total of thirty (30) consecutive calendar days.

System Failure Downtime shall not include: Acts of God, any other Force Majeure events or any other circumstances beyond the control and without the fault of Vendor. Should Vendor contend that any period of Downtime was caused by factors other than the System failure, it will be responsibility to prove that such period of Downtime was not caused by System failure.

The System shall not be accepted until the standard of performance is met. The "Date of Acceptance" shall be the last day of the Acceptance Period (thirty (30) consecutive days meeting the minimum standards of performance). If the conditions for acceptance have not been meet within ninety (90) days of the Cutover Date, Vendor shall, at its expense, replace any defective part or parts of the System (including the entire System, if necessary). The Acceptance Period will begin again after replacement of the designated part.

If after one hundred-eighty (180) days from the Cutover Date, Vendor, has not corrected the problem so that Buyer is obligated to accept under the terms set forth in this section, upon such condition, Buyer shall have the right to terminate this Agreement and receive a refund of any payments to date, with the exception of any amount for which Buyer keeps components of the System such as cabling. Upon such termination, Vendor will be allowed to remove the rejected System at its own expense and Buyer shall be relieved from all obligations related to such System under this Agreement. Buyer may upon written notice to Vendor, retain a rejected System for a period not to exceed six (6) months while Buyer uses commercially reasonable efforts to secure a suitable replacement and in that event Vendor will leave the System installed at Buyer's Premises and operating to provide basic continuous telecommunication service to Buyer. Should Buyer elect to retain the rejected system in accordance with the above, Buyer shall be responsible for the costs of any necessary maintenance of the System during that period.

7) **WARRANTY.**

FOR A PERIOD OF ONE YEAR FROM THE CUTOVER DATE (THE "WARRANTY PERIOD"), VENDOR WARRANTS THAT THE SYSTEM WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND WILL OPERATE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. The Buyer's remedy for breach of warranty is as set forth in Section 8 below. If, however, it is determined that such remedy fails of its essential purpose, then Vendor's liability for such breach is payment by Vendor of Buyer's actual damages. Vendor warrants that the System will meet the requirements in the Request as stated in Vendor's Response.

8) **WARRANTY AND MAINTENANCE SERVICES**

(a) During the Warranty Period, if warranty work is necessary, Vendor will, at its option (i) repair the System in place or (ii) accept return of components of the System for repair or replacement. Such repair or replacement, including both parts and labor, will be at Vendor's expense. Repair and replacement parts may be new or like new.

(b) Upon the expiration of the Warranty Period and pursuant to the terms and conditions of this Agreement, Vendor will provide Maintenance. Maintenance service for hardware shall consist of furnishing all parts and labor necessary to maintain the System in good operating condition as a result of Buyer's normal use. Repair and replacement parts may be new or like new. Maintenance service for software will include provision of all maintenance releases and patches, which are issued at no cost by the manufacturer to correct problems which Buyer has encountered in the performance of the software.

(c) During the Warranty Period and any subsequent maintenance term Vendor shall be liable for any physical damage it causes to the System. This liability is limited to repair of the System or component thereof, or if the System or component cannot be repaired, replacement with a comparable System or component in accordance with Section 10(a) above.

(d) During the Warranty Period and any subsequent maintenance term, Vendor will respond remotely or on-site as may be necessary to requests to perform service for a service affecting outage of the System (Emergency Service) within two (2) hours of receipt of notice from Buyer requesting such service without regard to time of day or day of the week.

(e) Vendor will respond to requests to perform non-emergency service within twenty-four (24) hours of the receipt of the request, except when the request for such service is made on or the day before a weekend day or a Vendor holiday, in which case Vendor will respond by the next business day.

(f) Vendor's failure to perform the warranty and maintenance services set forth in this Section 10 in a timely manner shall be deemed a material breach under this Agreement.

9) **WARRANTY AND MAINTENANCE EXCLUSIONS**

The warranty and maintenance service provided under this Agreement excludes repairs or replacements caused by: (i) damage to the System due to fire, explosion, power irregularities, power surges, Acts of God (including, without limitation, earthquakes, rains, floods or lightning), or any other cause not attributable to Vendor; (ii) Buyer's failure to follow applicable operation, maintenance, or environmental requirements described in any of the manufacturer's manuals, Vendor's manuals, and other materials provided to Buyer, including without limitation manufacturer's product bulletins; (iii) Buyer's additions, alterations, modifications, enhancements or repairs to or disassembly of the System (itself or using a third party) without Vendor' written consent; (iv) mishandling, abuse, misuses or damage to the System by Buyer or a third party; (v) relocation of the System without Vendor's written consent (other than telephone instruments relocated in accordance with the manufacturer's specifications); (vi) failures or changes required resulting from the local exchange company, interexchange carrier, the power company or other transmission provider.

Acceptance and Sign-Off Form

Description of Work provided by Contractor:
_____
_____

Date submitted:_____

Work is:

1) Submitted on time: [ ] yes [ ] no. If no, please note length of delay and reasons.
_____
_____
_____

2) Complete: [ ] yes [ ] no. If no, please identify incomplete aspects of the Work.
_____
_____
_____

3) Technically accurate: [ ] yes [ ] no. If no, please note corrections required.
_____
_____
_____

Please note level of satisfaction:
[ ] Poor [ ] Fair [ ] Good [ ] Very Good [ ] Excellent

Comments, if any:
_____
_____

[ ] Work is accepted.
[ ] Work is unacceptable as noted above.

Name:_____

Title:_____

Date:_____

AOC Travel Rate Guidelines

The AOC's policy and limits on reimbursable travel-related expenses are listed below. To be eligible for lodging and/or meal reimbursement, expenses must be incurred in excess of 25 miles from headquarters.

Lodging – Receipts are required and each day of lodging claimed must be listed separately on the reimbursement claim form. Maximum rates are listed below. Exceptions may be considered on a case-by-case basis, and for centrally booked conferences or meetings.

1. In-state - Actual costs are reimbursable up to a maximum of $110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is $140, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.
1. Breakfast – Up to $6.
2. Lunch – Up to $10.
3. Dinner – Up to $18.

Meal reimbursement for one-day trips is taxable and reportable income unless travel included an overnight stay. For continuous travel of less than 24 hours, actual expenses up to the above limits may are reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.
   Lunch may not be claimed on trips of less than 24 hours.

In accordance with agency policy, judges, commissioners, and those non-represented personnel who earn more than $100,000 per year are not reimbursed for travel-related lunch meal expenses, effective October 1, 2003.

Incidental Expenses – Up to $6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of $3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at a rate of $.34 per mile
3. Privately owned aircraft – Reimbursement is $.50 per statute mile. This reimbursement is taxable and reportable income.

Other Business Expenses – Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed.

In the event receipts cannot be obtained or have been lost, a statement to that effect and the reason provided shall be noted in the expense account. In the absence of a satisfactory explanation, the amount

involved shall not be allowed. Further, a statement explaining that a receipt has been lost shall not be accepted for lodging, airfare, rental car, or business expenses.

Receipts for telephone or telegraph charges related to court business of $2.50 or less are not required. However, claims for phone calls must include the place and party called.