

EXHIBIT B
SPECIAL PROVISIONS
Collaborative Justice Courts Substance Abuse Focus Program

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 the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. "**Appropriation Year**" means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of each year. The Appropriation Year for agreements funded by the United States Congress commences October 1 and ends on September 30 of each year.
- D. "**Collaborative Justice Courts Substance Abuse Focus Program**" or "**Program**" refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State's representatives, pertaining to promoting innovation in collaborative justice courts, as further set forth in Exhibit D, Work to be Performed, that address complex community problems exacerbated by substance abuse related offenses.
- E. "**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.
- F. The "**Contract**" or "**Contract Documents**" constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully

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executed State Standard Agreement form. The terms "Contract" or "Contract Documents" may be used interchangeably with the term "**Agreement.**"

- G. "**Contract Amount**" means the total amount of the Grant encumbered under this Agreement for any reimbursement by the State to the Court for performance of the Work, in accordance with the Contract Documents.
- H. The "**Court**" or "**Contractor**" refers to the Superior Court of the State of California identified on the fully executed State Standard Agreement as contracting with the State. "**Grantee**" shall hold the same meaning as "Contractor."
- I. "**Court Model**" refers to one (1) of the possible types of collaborative justice courts, as further set forth in Exhibit D, Work to be Performed, that are acceptable as part of the Program, if approved and funded by the State under this Agreement.
- J. "**Data**" means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- K. "**Day**" means calendar day, unless otherwise specified.
- L. "**Deliverable(s)**" or "**Submittal(s)**" means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- M. "**Force Majeure**" means a delay which impacts the timely performance of Work which neither the Court 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.
- N. "**Grant**" means the amount available for funding the Program for the 2006-2007 Appropriation Year, pursuant to the local assistance California Collaborative and Drug Court Projects section of the California Budget Act.
- O. "**Invoice Instructions**" refers to the document entitled "Invoice Reporting Instructions, Collaborative Justice Courts Substance Abuse Focus Program", as distributed by the AOC.

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- P. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- Q. **“Notice”** means a written document initiated by the authorized representative of either party to 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
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- R. **“Program”** refers to all activity relative to this Agreement including activity of the Court, it’s Subcontractors, the State, and the State’s representatives. The term **“Program”** may be used interchangeably with the term **“Collaborative Justice Courts Substance Abuse Focus Program”**.
- S.
- T. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**).
- U. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- V. **“Subcontractor”** shall mean an individual, firm, partnership, 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 the 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, subconsultants, suppliers, and materialmen.
- W. **“Suspend Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the State may require the Court to suspend all, or any part, of the Work of this Agreement, for the period set forth in the Suspend Work Order. The Suspend Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Suspend Work provision in this Exhibit B.
- X. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- Y. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Court, which is not a party to this Agreement.

- Z. **“Work”** or **“Work to be Performed”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Court to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Court written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Court shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Court for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. 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 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, upon written Notice to the Court, terminate this Agreement in whole or in part. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount appropriated. 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 services rendered prior to the effective date of termination; and
 - ii. The Court 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 of sufficient funds to support the activities described in this

Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

5. Suspend Work

- A. The State may, at any time by written Notice as a Suspend Work Order to the Court, require the Court to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Suspend Work Order is delivered to the Court, and for any further period to which the parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, the Court shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Suspend Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Suspend Work Order is delivered to the Court, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i. Cancel the Suspend Work Order; or
 - ii. Terminate the Work covered by the Suspend Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, the Court shall resume Work. The State shall make an equitable adjustment in the delivery schedule and/or the Contract Amount, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Suspend Work Order results in an increase in the time required for, or in the Court's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Court asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Suspend Work Order is not canceled and the Work covered by the Suspend Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Suspend Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Suspend Work Order issued under this provision.

6. Deficient Performance

Should the State find the Court or any of its Subcontractors to be deficient in any aspects of performance under this Agreement, the Court shall submit a proposed corrective action plan to the State. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) Days after notification of the deficiencies. Should the Court fail to present a corrective action plan as required or take appropriate corrective action, the State shall notify the Court in writing that this Agreement is terminated, in whole or in part.

7. Agreement Administration/Communication

- A. Under this Agreement, the Program Manager shall monitor and evaluate the Court's performance. The Program Manager for this Agreement is Nancy Taylor. All requests and communications about the Work to be Performed under this Agreement shall be made through the Program Manager. Any Notice from the Court to the State shall be in writing and shall be delivered as follows:

Judicial Council of California
Administrative Office of the Courts
Nancy Taylor, Program Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3688

- B. Notice to the Court shall be directed in writing to:

Superior Court of California, County of El Dorado
Mr. Stephen P. Cascioppo
2850 Fairlane Court
Placerville, CA 95667

8. Standard of Professionalism

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

9. Acceptance of the Work

- A. The Program Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for reimbursement, the Program Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Court. Unsatisfactory ratings will be resolved as set forth in this provision.

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- B. Acceptance Criteria for Work (“Criteria”) provided by the Court pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Court shall provide the Work to the State, in accordance with direction from the Program Manager. The State shall accept the Work, provided the Court has delivered the Work in accordance with the Criteria. The State’s Program Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 of Exhibit F, to notify the Court of the Work’s acceptability.
- D. If the State rejects the Work provided, the State’s Program Manager shall submit to the Court a written rejection using Attachment 1, Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Court shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Program Manager requests further change, the Court shall meet with the Program Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Court shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Court, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the State’s Program Manager and the Court on the Work’s acceptability, a principal of the Court and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Court fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Court in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.
10. Close Out Procedures
- A. Close out is the process by which the Program Manager determines that all applicable administrative and financial actions are completed by the Contractor.

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- B. The final statistical report shall detail how the funds expended under this Agreement were utilized in reaching the goals set forth in Exhibit D, Work to be Performed. It shall also include a summary of all expenses incurred to date if not already reported. Any available or unexpended funds will be reduced from the Contract Amount.

11. Non-Duplication of Grant-Funded Expenditures

The Court certifies that neither the Court or any Subcontractors have any ongoing or completed projects with the State, or other funding sources, that duplicate or overlap any Work contemplated or described in this Agreement. The Court agrees that any pending or proposed request for other funds that would duplicate or overlap Work under this Agreement will be revised to exclude any such duplication of funded expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the State.

12. No Supplantation

The Court certifies in good faith that, by signing this Agreement, no supplantation of nonfederal, state, or county funds will occur with Grant funds. Grant funds may not be used to supplant or replace already allocated funding for salaries of any current Court staff (including judges, district attorneys, public defenders, drug court coordinators, probation officers, treatment personnel or clerical staff). Funds provided pursuant to this Grant may only be used for pay for new or expanded services for which no funds have been previously identified.

13. Accounting System Requirement

The Court shall establish and maintain an adequate system of accounting, financial records and internal controls to accurately account for funds received and disbursed in accordance with applicable federal and state requirements and the Trial Court Financial Policies and Procedures Manual. The accounting system and financial records must reflect total Program cost, including State funds and any other fund sources included under this Agreement.

14. Retention of Records

The Court 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 state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Court is also obligated to adequately protect such Data against fire or other damage.

15. Right to Audit

- A. The Court shall permit all Data and records relating to performance, procedures, and billing to the State under this Agreement to be inspected and/or audited, at any

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reasonable time, by the authorized representative of any of the following or its designee:

- i. The State; and
- ii. The Bureau of State Audits.

B. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

16. Audit Compliance

The Court shall accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state and federal audit agencies that directly relate to the services to be performed under this Agreement. A draft of any reply shall be reviewed and approved for release by AOC Internal Audit prior to release to the cognizant entity. A copy of the final reply shall be submitted to AOC Internal Audit.

17. Lobbying

Funds awarded to the Court shall not be used, indirectly or directly, to influence Executive Orders or similar promulgation by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

18. Political Activities

The Court shall not contribute or make available Grant funds, Program personnel, or equipment awarded by the Agreement to any political party or association, or the campaign of any candidate for public or party office. The Court shall not use funds awarded to the Court in advocating or opposing any ballot measure, initiative, or referendum. Finally, the Court and employees of the Court shall not intentionally identify the State with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

19. Confidentiality

All financial, statistical, personnel, technical, and other Confidential Information relating to the State's operation that are designated confidential by the State and are disclosed to the Court shall be protected by the Court from unauthorized use and disclosure.

20. Limitation on Publication

The Court shall not publish or submit for publication any article, press release, or other writing relating to the Court's services for the State without prior review and written permission by the State. The State review shall be completed within thirty (30) Days of

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submission to the Program Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

21. Copyrights and Rights in Data

- A. The State reserves the right to use and copyright, in whole or in part, any Data produced with funding from this Agreement.
- B. The Court agrees not to copyright any Data produced with funding from this Agreement unless the State gives the Court express permission to do so. If such permission is obtained and the Data is copyrighted, the State will be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

22. Ownership of Results

- A. Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the State.

23. Publications

The following disclaimer will accompany the dissemination and/or publication of all Data developed under funding from this Agreement:

"The preparation of this Data was financially assisted by the State of California. The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the State. The State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use this Data. The State also reserves a royalty-free, nonexclusive, and irrevocable license to authorize not-for-profit agencies and other governmental agencies to use this Data."

24. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Program Manager. Requests for 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

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performance period of the Agreement may be amended due to an act of Force Majeure. After the Program Manager reviews the request, a written decision shall be provided to the Court. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

25. Assignments or Subcontracting

- A. This Agreement is based upon the unique expertise of the Court. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 4, No Assignment, it is the policy of the State to withhold consent from proposed assignments, or novations, when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned by the Court without the express written consent of the State, and any attempt by the Court to assign this Agreement without the express written consent of the State shall be void and shall constitute a breach of this Agreement. If the Court is authorized by the State to assign, or if the Court subcontracts this Agreement in whole or in part, all the terms of this Agreement shall be included in such subcontract or assignment.
- B. The Court shall provide the Program Manager with copies of any memoranda of understanding, subcontracts, purchase orders, lease/rental agreements or any other Program related agreements, as requested.

26. Insurance Requirements

The Court shall ensure that any Subcontractors maintain adequate insurance coverage, as set forth below in accordance with Trial Court Financial Policies and Procedures No. FIN 7.01:

- A. Subcontractors providing services to the Court shall maintain and show proof of adequate insurance coverage before beginning the Work of this Contract.
- B. Subcontractor insurance policies must be endorsed to include the Court as an additional insured. The Court must receive certificates of insurance from the Subcontractor, or verify coverage is current and on file with the Court, prior to the beginning of any Work.
- C. Subcontractors shall maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods, or services provided to the Court. Examples of the types of insurance coverage generally maintained by reputable Subcontractors include, but are not limited to the following:
 - i. Workers Compensation and Employer's Liability.
 - ii. Commercial General Liability including property damage and bodily injury.
 - iii. Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.

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- iv. Professional Liability (errors and omissions/malpractice) – Required if a Subcontractor provides professional/design services (attorneys, consultants, architects, engineers, etc.).

27. Conflict of Interest

- A. The Court and employees of the Court 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. The Court and employees of the Court shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Court certifies and shall require any Subcontractor to certify to the following:

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

28. National Labor Relations Board

By executing this Agreement, the Court 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 the Court within the immediately preceding two (2) year period because of the Court's failure to comply with an order of the National Labor Relations Board.

29. Drug-Free Workplace

The Court certifies that it will provide a drug-free workplace as required by California Government Code, sections 8355 through 8357.

30. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the 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. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

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- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall 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. The 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. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

31. Americans with Disabilities Act

By signing this Agreement, the Court 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.

32. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

33. 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.

34. 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

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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.

35. Signature Authority

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

36. 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.

37. 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 duly authorized officer of the State.

END OF EXHIBIT