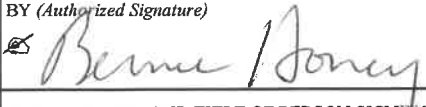



AGREEMENT NUMBER <b>MA-201703</b>
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- In this agreement ("Agreement"), the term "Contractor" refers to Hannibal's Catering and Events, and the term "Judicial Council" or "JCC" refers to the **Judicial Council of California**.
- This Master Agreement is effective as of **February 1, 2018** ("Effective Date") and expires on **January 31, 2019** ("Expiration Date").
- The title of this Agreement is: **On-Site Catering Services and Business Meals for Functions taking place in and around the Judicial Council of California in Sacramento, California.**  
*The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*
- The purpose of this Agreement is to set forth the terms and conditions that apply to Contractor's furnishing food catering and business meal services as requested to the Judicial Council of California in Sacramento, California. This Master Agreement does not encumber funds and the Judicial Council is not obligated to encumber funds as a result of entering into this Agreement.  
 This Master Agreement does not obligate the Judicial Council to issue orders under this Master Agreement or guarantee that Contractor will receive a specific volume of business from the Judicial Council.
- The parties agree that this Master Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

- Appendix A – Goods and Services
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Menu Options/Order Placement Form
- Appendix E – Defined Terms

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)
<b>JUDICIAL COUNCIL OF CALIFORNIA</b>	<b>HANNIBAL'S CATERING AND EVENTS</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Bernie Honey, Supervisor, Contracts</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Lyuda Ignatyuk</b>
DATE EXECUTED <b>1/30/2018</b>	DATE EXECUTED <b>1/26/18</b>
ADDRESS <b>Attn: Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue San Francisco, CA 94102</b>	ADDRESS <b>Lyuda Ignatyuk 8141 37<sup>th</sup> Avenue Sacramento, CA 95824</b>

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**APPENDIX A**

**Goods and Services**

**1. Services.**

**Description of Services.** Contractor shall perform the following services ("Services"):

Upon Contractor's receipt of an order, the Contractor shall provide catering services to the following locations:

- 1.1 2850-2860 Gateway Oaks Drive, Sacramento, CA 95833 (generally);
- 1.2 Court of Appeal, Third Appellate District located at 914 Capitol Mall and 2980 Gateway Oaks Drive
- 1.3 The State Capitol;
- 1.4 Office of Governmental Affairs at 520 Capitol Mall.

**2. Catering orders:**

- 2.1 Orders may be placed Monday through Friday until 3:00pm, at least one day prior to the event.
- 2.2 Menu selection changes may be made to a previously placed order up to 24 hours in advance of the event time/date.
- 2.3 Changes in the number of meals specified in an order may be made by 3:00 p.m. on the business day preceding the scheduled delivery without penalty (increase or decrease).
- 2.4 Full cancellation of orders previously placed may be made up to one (1) business day in advance of event time/date, without charge.
- 2.5 Upon receipt of a catering order placement form, the Contractor shall email a sales order to be confirmed by the JCC authorized user before the order is considered authorized.
- 2.6 A set list of authorized JCC personnel that may place catering orders will be provided after the execution of the contract. The Contractor will not work with any personnel not on the list, and the JCC will not be financially responsible for orders the contractor accepts by non-authorized personnel.

**3. Delivery, Set-up and Pick-up**

- 3.1 All orders are to be delivered and set-up by the specified "set-up" time on the catering order placement form provided by the authorized user.
- 3.2 If the Contractor anticipates a late delivery, they will immediately call the JCC representative with an estimated time of arrival.
- 3.3 Prior to room set-up, the Contractor will always check in at the Reception desk upon arrival to the JCC, to receive any last-minute information or instructions (i.e., room changes).
- 3.4 All catering equipment (serving utensils etc.) must be cleared from the building no earlier than 3:30pm, and no later than 6:00pm on day of delivery (with the exception of days when late afternoon or early evening receptions are scheduled to take place).
- 3.5 All meals must be delivered fully prepared and ready to serve (there are no on-site kitchen facilities).

**4. Presentation**

- 4.1 The display of catered items will be placed on JCC provided tables and must include at a minimum all of the following items:
- 4.2 Carafes are used for orange juice service;
- 4.3 Linen table clothes are used on buffet surfaces;

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- 4.4 Professionally printed food labels are used on buffets for indication of coffee type, and vegetarian and gluten-free selections at a minimum.
5. **Description of Deliverables.** Contractor shall deliver to the JCC the following work products ("Deliverables"):
- 5.1 The Contractor agrees to keep an inventory of a minimum of the following in a supply closet at the JCC:
- 50 plates, 100 sets of eating utensils (plastic forks, knives, spoons and paper napkins etc.), and 100 plastic cups, and one (1) air pot at all times.
  - Supply of seasonings, teas, sweeteners.
  - Contractor will be responsible for monitoring and replenishing inventory as necessary.
  - Contractor must provide the JCC with a monthly statement listing all outstanding (unpaid) invoices.
6. **Unscheduled Visits**
- 6.1 The Contractor agrees to periodic unscheduled tours of the catering facility by JCC staff.
7. **Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the Judicial Council may reject the applicable Services or Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
- 7.1 Any orders delivered late by 30 minutes or more will be at no charge to the Judicial Council.
8. **Timeline.** Contractor must perform the Services and deliver the Deliverables according to the following timeline:
- All orders are to be delivered and set-up by the specified "set-up" time on the catering order placement form provided by the authorized user.
9. **Project Managers.** The Judicial Council's project manager is: **David Glass**. The Judicial Council may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **Lyuda Ignatyuk**. Subject to written approval by the Judicial Council, Contractor may change its project manager without need for an amendment to this Agreement.
10. **Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance.
11. **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all Judicial Council-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
12. **Stop Work Orders.**
- A. The Judicial Council may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.

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- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Judicial Council shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Judicial Council decides the facts justify the action, the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. The Judicial Council shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
13. **Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by the Judicial Council. The Judicial Council may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Judicial Council). If the Judicial Council rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the Judicial Council to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the Judicial Council within ten (10) business days after the Judicial Council's rejection, unless otherwise agreed in writing by the Judicial Council. Thereafter, the parties shall repeat the process set forth in this section until the Judicial Council accepts such corrected Good, Service, or Deliverable. The Judicial Council may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the Judicial Council if the Judicial Council rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

End of Appendix A

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**APPENDIX B**

**Payment Provisions**

1. **General.** The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JCC shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Services.**
  - Amount.** Contractor will invoice the following amounts for Services or Deliverables that the JCC has accepted:
    - A. Except for pricing adjustments, as set forth in Paragraph B, below, the pricing for the menu selection set forth in Appendix D, *Menu Options/Order Placement Form*, shall be as follows:

Breakfast	\$8.00 per person inclusive of tax and gratuity
Coffee Service	\$2.00 per person inclusive of tax and gratuity
Lunch	\$12.00 per person inclusive of tax and gratuity
Dinner	\$20.00 per person inclusive of tax and gratuity

      - Minimum Orders for delivery is \$60.00.
      - Package menu selections should include an assortment of beverages. Beverages should not include bottled water.
      - All baked good items served (with the exception of sliced breads for sandwiches) should be fresh, and not consist of pre-packaged or mass marketed/branded items (e.g., Kirkland brand from Costco)
    - B. The above price structure must be inclusive of tax and service charge. Any increase(s) in the California State mandated maximum per person rates that occur subsequent to the execution of the initial term of the Agreement shall be applied to the Contractor's per person pricing by amendment and the increase(s) will become effective on the date of the next fully executed option term that may only be exercised at the JCC's sole discretion.
    - C. The above pricing includes set-up, use of linen tablecloths, delivery, and pick-up. No other additional charges shall apply
3. **Withholding.** When making a payment tied to the acceptance of Deliverables, the JCC shall have the right to withhold fifteen percent (15%) of each such payment until the JCC accepts the final Deliverable.
4. **No Advance Payment.** The JCC will not make any advance payment for Services.
5. **Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the JCC.
6. **Invoicing and Payment**
  - 6.1 **Invoicing.** Contractor shall submit invoices to the JCC in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation acceptable to the JCC. Contractor shall adhere to reasonable billing guidelines issued by the JCC from time to time.
  - 6.2 Each individual invoice must include the following information:
    - All invoices must be emailed to the JCC's Project Manager on no less than a weekly basis.

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- Master Agreement Number MA-201703
- Cost per Meal;
- Number of meals served;
- Date of Service;
- Name of Meeting;
- Room Name;
- Each invoice must have its own specific invoice number for tracking purposes.
- Any questions or concerns regarding payment of bills should be directed to the JCC's Project Manager.
- Contractor must provide the JCC with a monthly statement listing all outstanding (unpaid) invoices.

**6.3 Payment.** The JCC will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.

**6.4 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JCC shall have the right at any time to set off any amount owing from Contractor to the JCC against any amount payable by the JCC to Contractor under this Agreement.

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

End of Appendix B

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**APPENDIX C**

**General Provisions**

**1. Provisions Applicable to Services**

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the JCC is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the JCC if the JCC wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JCC may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JCC of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JCC and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JCC: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JCC, the JCC advises are unacceptable to the JCC.

**2. Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JCC if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JCC.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

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- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

**3. Insurance**

- 3.1 Basic Coverage.** Contractor shall provide and maintain at the JCC's discretion and Contractor's expense the following insurance during the Term:
- A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
  - B. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
  - C. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the JCC all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the JCC's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the JCC, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.



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- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the JCC certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the JCC.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the JCC, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the JCC is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the JCC or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JCC's prior written consent, which consent shall not be unreasonably withheld; and the JCC shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party..
- 5. Tax Delinquency.** Contractor must provide notice to the JCC immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The JCC may terminate this Agreement immediately "for cause" pursuant to Section 6.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
- 6. Termination**
- 6.1 Termination for Convenience.** The JCC may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the JCC, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- 6.2 Termination for Cause.** The JCC may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and

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this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JCC, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.

**6.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

**6.4 Termination for Changes in Budget or Law.** The JCC's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The JCC may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JCC if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JCC determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

**6.5 Rights and Remedies of the JCC.**

**A. *Nonexclusive Remedies.*** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JCC immediately if Contractor is in default, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the JCC may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JCC's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

**B. *Replacement.*** If the JCC terminates this Agreement in whole or in part for cause, the JCC may acquire from third parties, under the terms and in the manner the JCC considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JCC for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the JCC for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JCC. Contractor shall continue any Services not terminated hereunder.

**C. *Delivery of Materials.*** In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JCC with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JCC-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JCC shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JCC's termination is not for cause, the JCC shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JCC's termination Notice.

**6.6 Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

**7. Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of

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the JCC. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

**8. Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	If to the JCC:
Lyuda Ignatyuk 8141 37th Avenue Sacramento, CA 95834	David Glass, Project Manager Judicial Council of California Administrative Office of the Courts 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102-3688
<u>With a copy to:</u> <u>As Designated</u>	<u>With a copy to:</u> Bernie Honey, Supervisor, Contracts

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

**9. Provisions Applicable to Certain Agreements.** The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

**9.1 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

**9.2 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

**10. Miscellaneous Provisions.**

**10.1 Independent Contractor.** Contractor is an independent contractor to the JCC. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JCC. Contractor has no authority to bind or incur any obligation on behalf of the JCC. If any governmental entity concludes that Contractor is not an independent contractor, the JCC may terminate this Agreement immediately upon Notice.

**10.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

**10.3 Audit.** Contractor must allow the JCC or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged

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the JCC five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JCC in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

- 10.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 10.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JCC's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The JCC owns all right, title and interest in the Confidential Information. Contractor will notify the JCC promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JCC to protect such Confidential Information. Upon the JCC's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JCC or, if so directed by the JCC, destroy all Confidential Information (in every form and medium), and (b) certify to the JCC in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JCC shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 10.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the JCC ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JCC.
- 10.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JCC.
- 10.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. The JCC requires direct access to a management representative with the Contractor, in order to gain immediate and accurate information and problem resolution. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 10.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 10.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the JCC. A waiver of enforcement of any of this Agreement's terms or conditions by the JCC is effective only if expressly agreed in writing by a duly authorized officer of the JCC. Any waiver or failure to

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enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

- 10.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 10.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 10.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 10.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 10.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 10.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

End of Appendix C

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**APPENDIX D**

**Menu Options/Order Placement Form**

**(Prices include all taxes and fees)**

**BREAKFAST \$8.00 PER PERSON**

**DELIVERY TIME:**

*(Gluten Free Muffins are available upon request)*

**CONTINENTAL BREAKFASTS / MINIMUM OF 15 ORDERS**

Assorted freshly house muffins, breakfast bread and bagels with cream cheese and jams. Served with dark roast coffee. \$8.00 per person

**Hot Breakfasts / MINIMUM OF 15 ORDERS**

Breakfast Wraps: Breakfast burritos with scrambled eggs, potatoes & cheddar cheese, served with pico de gallo salsa – choose bacon or vegetarian. Served with dark roast coffee. \$8.00 per person

**AM COFFEE: / MINIMUM OF 100 ORDERS**

Fresh brewed coffee \$1.95 per person for \_\_\_\_\_ people

**LUNCH: \$12 PER PERSON**

**DELIVERY TIME:**

**Box Lunch / MINIMUM OF 15 ORDERS / \$12 PER PERSON**

**Gourmet Sandwich Box Lunch:** Sandwiches on roll with tomato, lettuce and cheese. Assortment of sliced turkey, smoked ham, roast beef and veggie. Choice of salad (fruit, red potato or pasta). Served with bag of chips and assorted sodas/bottled water.

**Cold Lunch/Sandwiches / MINIMUM OF 15 ORDERS / \$12 PER PERSON**

**Sandwich Luncheon:** Sandwiches include turkey, smoked ham, roast beef and veggies; cut in half and arranged on tray with a variety of cheese, tomatoes, pickles and lettuce. Sandwiches are served dry with mayonnaise and mustard on the side. Served with choice of a salad (choose from \*salad list below). Assorted sodas and bottled waters.

**Santa Fe Wrap Luncheon:** Smoked turkey, tuna & chicken salad, pita pockets, shredded cheese, house special sauce, sprouts, tomatoes, lettuce and cucumber. Served with choice of a \*salad (choose from salad list below). Assorted sodas and bottled waters.

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**\*Salads: (choose one with your package)**

- Broccoli Salad with Dried Cranberries & Walnut
- Greek Salad - Cucumber, Tomatoes, Bell Peppers, Olives, Red Onion and Herb Vinaigrette
- Traditional Caesar Salad - Shredded Parmesan Cheese, Croutons and Caesar Dressing
- Garden Salad - Mixed Greens with Crisp Cucumbers, Tomato Wedges, Shaved Carrots and Sliced Mushrooms, Served With Your Choice of Two Dressings
- Seasonal Fresh Fruit Salad
- Tricolor Pasta & Fresh Vegetables Salad

**Hot Lunch / MINIMUM OF 15 ORDERS / \$12 PER PERSON**

All entrees served with choice of: One Salad (choose from \*salad list above), Sun Dried Tomato Rice Pilaf or Seasoned Mashed Potato, Rolls & Butter. Assorted sodas and bottled waters.

- Jack Daniel Chicken: with Jack Daniels sauce
- Citrus-Rosemary Chicken: roasted chicken breast with fresh rosemary herbs. Served in an orange citrus garlic sauce
- Chicken Piccata: boneless chicken breast with lemon, capers and white wine sauce
- Champagne Chicken: boneless chicken breast in a champagne sauce
- Sundried Tomato Chicken: grilled breast of chicken with basil sundried tomato cream sauce
- Beef Sirloin Tips: chunks of beef sirloin sautéed with mushrooms and onions in a rich demi cream sauce

**Hot Dinner / MINIMUM OF 15 ORDERS / \$20 PER PERSON**

All entrees served with choice of: One Salad (choose from \*salad list above), Sun Dried Tomato Rice Pilaf or Seasoned Mashed Potato, Grilled Seasonal Vegetables, Cookies/Brownies and Rolls & Butter. Assorted sodas and bottled waters.

- Mediterranean Chicken - with artichokes, mushroom in citrus Chardonnay sauce
- Citrus-Rosemary Chicken: roasted chicken breast with fresh rosemary herbs. Served in an orange citrus garlic sauce
- Champagne Chicken: boneless chicken breast in a champagne sauce
- Sicilian Prosciutto Chicken - with creamy roasted garlic red pepper sauce
- Thinly Sliced Tri Tip - with mushroom and garlic red wine reduction

**Vegetarian Menu / CAN BE ADDED TO LUNCH OR DINNER**

- Red Bell pepper Stuffed with Balsamic Roasted Tomatoes, Capers, Rice and Tofu
- Butternut Potato Galette (potato cake) with Roasted Red Pepper Sauce
- Eggplant Parmesan with layers of tender eggplant and Italian cheese topped with marinara
- Vegetable Kabob with Couscous
- Roasted and Grilled Vegetable Lasagna

**Vegan & Gluten Free / CAN BE ADDED TO LUNCH OR DINNER**

- Roasted Vegetable and Polenta Lasagna
- Grilled Kabobs with Couscous & Quinoa
- Red Bell Pepper Stuffed with Balsamic Roasted Tomatoes, Capers, Rice and Tofu

**Italian Buffet** - includes one salad (choose from \*salad list above), fresh baked rolls. Assorted sodas and bottled waters.

- Lasagna: choose lasagna with meat sauce or roasted vegetable lasagna with cream sauce

**A LA CARTE ITEMS/ ADD ON ITEMS TO AN ORDER / MINIMUM OF 15 ORDERS**

- Assorted cookies \$2.50 per person for \_\_\_\_\_ people
- Dessert bars \$3.50 per person for \_\_\_\_\_ people

End of Appendix D

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**APPENDIX E**

**Defined Terms**

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

**"Agreement"** is defined on the Coversheet.

**"Contractor"** is defined on the Coversheet.

**"Confidential Information"** means: (i) any information related to the business or operations of the JCC, including information relating to the JCC's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the JCC (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JCC's satisfaction that: (a) Contractor lawfully knew prior to the JCC's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

**"Consulting Services"** refers to the services performed under "Consulting Services Agreements," which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

**"Contract Amount"** is defined on the Coversheet.

**"Coversheet"** refers to the first page of this Agreement.

**"Deliverables"** is defined in Appendix A.

**"Effective Date"** is defined on the Coversheet.

**"Expiration Date"** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

**"Goods"** is defined in Appendix A.

**"Initial Term"** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

**"JCC"** is defined on the Coversheet.

**"Judicial Branch Entity"** or **"Judicial Branch Entities"** means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

**"Judicial Branch Personnel"** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

**"Notice"** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**"Option Term"** means a period, if any, through which this Agreement may be or has been extended by the JCC.

**"PCC"** refers to the California Public Contract Code.

**"Services"** is defined in Appendix A.

**"Stop Work Order"** is defined in Appendix B.

**"Term"** comprises the Initial Term and any Option Terms.

End of Appendix E



January 25, 2018

Hannibal's Catering and Events  
8141 37<sup>th</sup> Avenue  
Attn: Lyuda Ignatyuk

Dear Ms. Ignatyuk,

Attached to this e-mail is a read and print-only PDF file that comprises the *Subject* Agreement.

Please have an authorized representative execute the Contract by signing and dating where indicated on the Agreement documents. Please note that we accept electronic signatures, including both digital and imaged signatures. Return the Contract Documents, including all attachments and exhibits by mail or email.

1. Email the Contract documents including attachments and exhibits with digital or imaged signatures to my attention at [lisa.verarde@jud.ca.gov](mailto:lisa.verarde@jud.ca.gov) with a copy to [Contracts@jud.ca.gov](mailto:Contracts@jud.ca.gov). If you return the contracts via email, you will no longer be required to mail the executed Contract with an original signature.
2. To return by Contract documents by mail with original signatures, please print out two copies of the entire Contract and send to my attention at the following address:

Judicial Council of California  
Attn: Lisa Verarde, Analyst, Contracts  
Branch Accounting and Procurement | Administrative Division  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102-3688

After fully executed by the Judicial Council, one (1) original of each Agreement will be sent to you for your records. The Agreement cannot be considered binding on either party until fully executed by authorized representatives of both parties.

**Lisa Verarde**, Analyst, Contracts  
Branch Accounting and Procurement | Administrative Division  
Judicial Council of California  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
415-865-7987 | [lisa.verarde@jud.ca.gov](mailto:lisa.verarde@jud.ca.gov) | [www.courts.ca.gov](http://www.courts.ca.gov)