

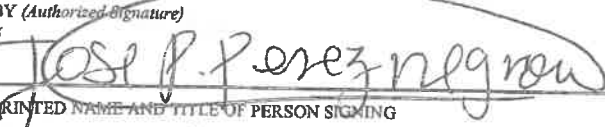
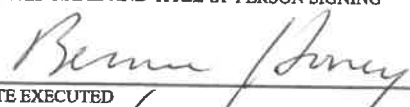
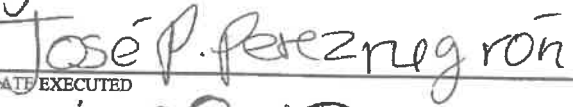
MASTER AGREEMENT [rev July 2017]

AGREEMENT NUMBER MA-SF201801
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- In this Master Agreement ("Agreement"), the term "Contractor" refers to **Peninsula Catering & Events, Inc.**, and the term "Establishing Judicial Branch Entity" or "Establishing JBE" refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Judicial Branch Entities (as defined in Appendix F). Any Judicial Branch Entity that enters into a Participating Addendum with Contractor pursuant to this Agreement is a "Participating Entity" (collectively, "Participating Entities"). The Establishing JBE and the Participating Entities are collectively referred to as "JBEs" and individually as "JBE".
- This Agreement is effective as of **July 1, 2018** ("Effective Date") and expires on **June 30, 2019** ("Expiration Date"). This Agreement includes seven (7) one-year option terms which extend through **June 30, 2026**.
- The title of this Agreement is: **Master Agreement for On-Site Catering Services and Business Meals for Functions taking place in the Judicial Council of California in San Francisco, California.**

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

- The parties agree that this 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 – Services
 - Appendix B – Payment Provisions
 - Appendix C – General Provisions
 - Appendix D – JCCC Catering Menu Order Form/Menu Options
 - Appendix E – Authorized Users
 - Appendix F - Defined Terms
 - Appendix G – Participating Addendum

ESTABLISHING JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA	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) PENINSULA CATERING & EVENTS, INC.
BY (Authorized Signature) as Bernie Honey, Supervisor, Contracts	BY (Authorized Signature) as 
PRINTED NAME AND TITLE OF PERSON SIGNING 	PRINTED NAME AND TITLE OF PERSON SIGNING 
DATE EXECUTED 6/28/2018	DATE EXECUTED 6.28.18
ADDRESS Attn: Branch Accounting and Procurement Administrative Division 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attn: Jose Pereznegron, Managing Director 2634 Spring Street Redwood City, CA 94063

APPENDIX A

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 San Francisco area locations and listed JBE Entities:

- 1.1 Judicial Council at 455 Golden Gate Avenue, San Francisco, CA 94102 (generally);
- 1.2 JBE Entities: 1st District Court of Appeals (DCA); Supreme Court of California, County of San Francisco and Commission on Judicial Performance (CJP).
- 1.3 Other, nearby locations, TBD.

2. Catering orders:

- 2.1 Catering Menu Orders ("Order") may be placed Monday through Friday until 3:00 p.m., at least one day prior to the event.
- 2.2 Menu selection changes may be made to a previously placed order up to twenty-four (24) hours in advance of the event time/date.
- 2.3 Changes (increase or decrease) 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.
- 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 Menu Order 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 User(s) who may place catering orders is provided in Appendix E. The Contractor will not accept an order from any personnel that is not on the list. The JCC will not be financially responsible for orders whereby the Contractor accepts an order 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 Menu Order 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 the day of delivery (with the exception of days when late afternoon or early evening receptions are scheduled to take place).
- 3.5 There are no on-site kitchen facilities, therefore all meals must be delivered fully prepared and ready to serve.

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:
 - Carafes are used for orange juice service;

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- Linen table clothes are used on buffet surfaces;
 - Professionally printed food labels are used on buffets for indication of coffee type, 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.** The Contractor agrees to allow JCC staff periodic unscheduled tours of their catering facility.
7. **Acceptance Criteria.** The Services must meet the following acceptance criteria or the Judicial Council may reject the applicable Services. Contractor will not be paid for any rejected Services, including any orders delivered late by thirty (30) minutes or more.
8. **Timeline.** Contractor must perform the Services according to the set-up by the specified “set-up” time on the Catering Menu Order 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 the need for an amendment to this Agreement. Contractor’s project manager is: **Vanesa Fusco**. Subject to written approval by the Judicial Council, Contractor may change its project manager without the 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. **Resources.** Contractor is responsible for providing any materials and resources (including personnel), necessary and appropriate for performance of the Services and to meet Contractor’s obligations under this Agreement.
12. **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.
13. **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.
14. **Acceptance or Rejection.** All Services are subject to acceptance by the Judicial Council. The Judicial Council may reject any Services 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 Service (other than for late performance or delivery), The Judicial Council may terminate that portion of this Agreement which relates to a rejected Service at no expense to the Judicial Council.

End of Appendix A

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 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, Catering Menu Order Form and Menu Options, shall be as follows:

Breakfast	\$8.00 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

- A minimum of ten (10) orders per package option is required. Example, 10 orders of "Healthy Breakfast". Requests for under ten (10) will be processed as "a la carte" items using the closest matches and the final value shall not exceed the maximum allowed rate.
- A minimum purchase of \$150.00 per delivery is required.
- 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 Services, the JCC shall have the right to withhold fifteen percent (15%) of each such payment until the JCC accepts the final Service.

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 Services shall be reimbursed by the JCC.

6. **Invoicing and Payment**

6.1 **Invoicing.** 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 no less than on a weekly basis.
- Agreement Number **1036231**
- Cost per Meal;
- Number of meals served;
- Date of Service;

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- 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 Services 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 Services. 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

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.

- 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. Option Term.** The JCC may, at its sole option, extend this Agreement for a maximum of seven (7) single one-year term(s), at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the JCC must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
- 6. 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.
- 7. Termination**
- 7.1 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

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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.

- 7.2 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 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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

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Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

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

If to Contractor:	If to the JCC:
Jose Pereznegron, Managing Director Peninsula Catering & Events, Inc. 2634 Spring Street Redwood City, CA 94063	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.

10. **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.

10.1 **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.

10.2 **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.

11. **Miscellaneous Provisions.**

11.1 **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.

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

11.3 **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

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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 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.

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JCC.
- 11.8 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.
- 11.9 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.

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- 11.10 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 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.
- 11.11 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.
- 11.12 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.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 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.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

End of Appendix C

APPENDIX D

Order Placement Form and

Menu Options (prices includes all taxes and fees)



JCCC Catering Menu Order Form

Please e-mail completed form to conferencecenter@jud.ca.gov.

To expedite your order, please note the following:

- To be eligible for group meals, the majority of participants (excluding Judicial Council staff) must travel 25 or more miles to the meeting location.
- A signed Business-Related Meal form must be submitted with (or prior to) menu selection.
- A meeting agenda and list of attendees, including, titles, affiliations and addresses, must accompany the order form.
- The catering order will not be placed until all of the necessary documents have been received.

Name of meeting:	_____
Staff coordinator:	_____ Extension: _____
Date of meeting:	_____ Time of meeting from: _____ to: _____
Number of attendees:	_____ Location of meeting: _____

Fill out the item and quantity of your order from the included menu as well as delivery time:

Please note: There is a half-hour delivery window for all orders (e.g. submission of 8:00 a.m. delivery time will result in actual delivery between 8:00 a.m. and 8:30 a.m.) – All prices are inclusive of all fees and taxes.

Minimum order of \$40 for delivery.

Breakfast (Start time of 8:30am or earlier. \$8 p/p)	Delivery Time: _____
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Coffee Break (Start time of 10:00am or earlier. A la carte only. \$2 p/p) (No substitutions. Coffee and Tea service only.)	Delivery Time: _____
---	----------------------

Lunch (\$12 p/p)	Delivery Time: _____
------------------	----------------------

Notes: _____

MENU OPTIONS

BREAKFAST

10 per kind minimum required on all breakfast packages. \$150 minimum purchase is required to order breakfast packages (may be combined with other orders all the same time that have a value equal or greater than \$60.00). Prices on this page include sales tax where applicable, and compostable eating utensils. For accounting and production purposes, packages are priced per portion (though standard set up is buffet style).

JCC CONTINENTAL a variety of home-made muffins, artisan pastries & fresh-baked bagels (total of 1 serving per person), served with low-fat cream cheese, organic preserve, fresh-squeezed orange juice (6 fl oz per guest), coffee (regular or decaf), and tea service (10 orders minimum required). \$8

JCC BERRY BLEND BREAKFAST PARFAIT colorful layers of low-fat flavored yogurt, finely chopped seasonal berries in raspberry coulis, topped with gluten-free granola (in compostable cups). Served with coffee (regular or decaf), and tea service (10 orders minimum required). \$8

JCC WARM BREAKFAST CROISSANT in choices of ham and cheese, egg and cheese, or turkey and cheese; served with coffee (regular or decaf), and tea service (10 orders minimum required). \$8

JCC HEALTHY START individual probiotic yogurts, assortment of low-fat granola bars and whole bananas (1 total serving of either bars or fruit per person), and fresh pineapple-spinach juice (10 orders minimum required). \$8

LUNCH

By default, all sandwich packages include a beverage upgrade in order to reflect maximum price per meal, inclusive of taxes where applicable (beverage upgrade can be removed upon request). 5 per kind minimum required on all lunch packages (to be displayed buffet style); Items under 5 will be displayed as individual boxed meals, and processed only when other orders occur at a similar time and date. Compostable eating utensils are included.

SANDWICH PLATTER Telera bread sandwich with tomato, lettuce & Dijonnaise (*except for roasted vegetables sandwiches. FRESH CHICKEN BREAST (& cheddar); OVEN-ROASTED TURKEY (& cheddar); BLACK FOREST HAM (& Swiss); ROAST BEEF (& Swiss); TUNA SALAD; EGG SALAD (upon request); ROASTED VEGETABLES (*roasted red peppers and zucchini, avocado, sprouts carrots, tomatoes, with hummus and provolone cheese). Served with chips or fruit salad \$12

DELI STYLE BUFFET "Make your Own Sandwich", with an assortment of deli meats (roast beef, oven roasted turkey, sliced chicken breast, pastrami, black forest ham), tuna salad, grilled vegetables, bread basket, sliced cheese tray, tomato, lettuce, red onions (upon request), mayo, mustard and pickle chips. Served with chips or fruit salad \$12

PITA SANDWICHES Pita bread "roll up" with lettuce, tomato, cucumbers, sliced red onions, and your choice of filling (thinly sliced grilled chicken, thinly sliced steak, tuna-corn salad, or falafel). Served with side of tzatziki (minted yogurt dipping sauce), and fruit salad \$12

NOUVEAU SPRING WRAPS (GLUTEN FREE) In choices of THAI CHICKEN (with crisp carrot and cucumber matchsticks, vermicelli, lettuce leaves, thinly sliced mango, daikon radish, scallions, mint, basil and cilantro); or GRILLED VEGAN PORTABELLA (with crisp carrot and cucumber matchsticks, vermicelli, lettuce leaves, thinly sliced mango, daikon radish, scallions, mint, basil and cilantro). Served with cilantro dipping sauce, and fruit salad \$12

ON THE GO BOX LUNCH Box any of the above sandwich options (or below salad options) into a compostable 2-compartment container with side of fruit salad. \$12

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SALAD CHOICES:

All salad choices on this page include fruit salad. By default, all salad packages include a beverage upgrade in order to reflect maximum price per meal, inclusive of taxes where applicable (beverage upgrade can be removed upon request). 5 per kind minimum required on all lunch packages (to be displayed buffet style); items under 5 will be displayed as individual boxed meals, and processed only when other orders occur at a similar time and date. Compostable eating utensils are included.

ASIAN CABBAGE SALAD cabbage melange (includes Chinese cabbage), celery, cucumber, sugar snap peas, bell pepper, red onions, crispy vermicelli noodles, toasted sesame seeds, slivered almonds. Sesame soy dressing (contains gluten). \$12

CAESAR SALAD romaine hearts, rustic croutons, and parmesan cheese. Caesar dressing (contains eggs and anchovies). \$12

CALIFORNIA SALAD (GLUTEN FREE) garbanzo beans, black olives, tomatoes, avocado, marinated artichokes, cubed cheddar cheese, spring mix, Balsamic vinaigrette. \$12

CHEF SALAD diced turkey and ham, mixed greens, tomatoes, cucumbers, cheddar and Swiss cheese, bacon and avocado. House dressing (citrus). \$12

COBB SALAD diced turkey breast, romaine, hard-boiled eggs, crumbled bacon, tomatoes, marinated mushrooms, avocado, and blue cheese. Buttermilk ranch dressing. \$12

GREEK SALAD (GLUTEN FREE) chopped Romaine lettuce, Kalamata olives, pepperoncini, tomato, feta cheese, cucumbers, grilled eggplant and red onions. Citrus dressing. \$12

LATIN SALAD queso fresco, sliced radish, tomato, cucumbers, crispy tortilla confetti, red onions, spring mix, Cilantro dressing. \$12

PASTA JARDINIERE (GLUTEN FREE) gluten-free pasta, pesto, grilled and raw vegetables (cherry tomatoes, artichoke hearts, zucchini, cucumber, black olives, bell peppers and pine nuts), chopped fresh mozzarella, light Italian dressing. **item available as boxed salad only in quantities of 5 or more if combined. \$12

SOBA SALAD (GF) soba noodles, romaine, carrot matchsticks, julienned bell peppers, julienned cucumbers, chives, cilantro, Thai basil and black sesame seeds (upon request). Rice vinegar dressing \$12

SOUTHWESTERN MULTI-BEAN (GLUTEN FREE) corn kernels, toasted pepita seeds, fresh cilantro, beans melange (black, pinto, kidney), red onions, angel hair shredded red and green cabbage, cilantro vinaigrette \$12

ENTREES

By default, all entree packages include a beverage upgrade in order to reflect maximum price per meal, inclusive of taxes where applicable (beverage upgrade can be removed upon request). 5 per kind minimum required on all lunch packages (to be displayed buffet style); Items under 5 will be displayed as individual boxed meals, and processed only when other orders occur at a similar time and date. Compostable eating utensils are included.

PASTA PROVENCAL (VEGAN, GLUTEN FREE): in a fragrant tomato & fresh herb sauce and vegetable medley. Served with fruit salad \$12

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PAD THAI (CHICKEN OR VEGETARIAN): stir-fried rice noodles with choice of entree, scrambled eggs, Thai sauce blend (vinegar, fish and tamarind sauce), red chili peppers, bean sprouts, garlic, chives, chili powder, crushed peanuts, coriander, lime (garnished with chopped cilantro). Served with fruit salad \$12

BUTTERNUT SQUASH RAVIOLI (VEGAN) (8 pcs per person) with fresh marinated tomato chunks sauce, fresh garlic, sage & olive oil (item contains gluten). Served with fruit salad \$12

CHICKEN FRIED RICE (OR VEGAN) a crowd-pleasing meal, with buttery fried rice with eggs, finely chopped vegetables and choice of chicken or vegan (vegan choice uses tofu scramble and no butter). Served with fruit salad \$12

STIR-FRIED NOODLES: strips of your choice (or chunks, if salmon), marinated in tamari soy sauce (gluten-free), orange juice, rice vinegar, honey, ginger, chili flakes and sesame oil, wok-stir-fried with veggies (broccoli, bell peppers, carrots, zucchini, cocktail corn, scallions, onions, noodles and fresh cilantro garnish. Served with fruit salad \$12

ZUCCHINI SHEPHERD'S PIE (VEGAN, GLUTEN FREE): layers of mashed zucchini, and sautéed ground soy protein with carrots, onions, and peas, topped with soy cheese. Served with fruit salad \$12

ALL-IN-QUESADILLAS: flour tortilla filled with shredded cheese, option of chicken (or just cheese by default), sour cream and salsa fresca. Served with fruit salad \$12

THAI VERMICELLI "CHOW-MEIN" (VEGAN, GLUTEN FREE) stir-fried veggies, Thai basil, and rice vermicelli noodle. Served with fruit salad. \$12

DINNERS

All dinner packages Include choice of side dish unless noted otherwise, dinner salad, and house dessert (regular sized cookies, brownies, 5" chocolate dipped churros, or fruit salad). By default, a beverage upgrade has been applied on all packages to reflect maximum price per meal, inclusive of taxes where applicable (beverage upgrade can be removed upon request). 5 per kind minimum required on all dinner packages. Compostable eating utensils are included.

BARLEY "RISOTTO" PRIMAVERA CAKES barley and brown rice "risotto" squares (contains flour, eggs and Japanese panko breadcrumbs), flash-fried and topped with basil aioli. Served with choice of side dish, dinner salad and house dessert. \$20

STUFFED PORTABELLA CUPS (GLUTEN FREE) stuffed with our zucchini-spinach-artichoke dip (with grated mozzarella cheese, sour cream, light mayonnaise, finely chopped onions & bell peppers, garlic, lemon juice, seasonings. Served with choice of side dish, dinner salad and house dessert. \$20

PORCINI RAVIOLI AL BRODO fresh ravioli pasta (6 large pcs pp) filled with porcini mushrooms & cheese, cooked in a rich broth of smoked bacon, sun-dried tomatoes, white wine, wild mushrooms & finely cut chicken *item does not include side dish. Served with choice of dinner salad and house dessert. \$20

SIGNATURE BAKED CHEESE MANICOTTI thick pasta tubes (2pp) filled with a mixture of cheeses, topped with meat or vegetarian ragout *item does not include side dish. Served with choice of dinner salad and house dessert. \$20

PAN-FRIED CHICKEN PASTA Linguini in mascarpone cheese and capers wine reduction *item does not include side dish. Served with choice of dinner salad and house dessert. \$20

LASAGNA Layers of sautéed ground meat (ground soy protein for vegetarians), Ricotta, cheese blend and Parmesan cheeses, spinach, marinara sauce and lasagna noodles, topped with mozzarella cheese. *item does not include side dish. Served with choice of dinner salad and house dessert. \$20

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SIGNATURE CHICKEN Chicken breast roulade stuffed with mushrooms, spinach and sun-dried tomatoes, topped with mushroom sauce. Served with choice of side dish, dinner salad and house dessert. \$20

CHICKEN MARGHERITA chicken breast roulade stuffed with mozzarella cheese, roma tomatoes, and garlic, in light white wine sauce. Served with choice of side dish, dinner salad and house dessert. \$20

BUTIERFLIED TURKEY ROAST with herbed glaze and chardonnay gravy, cranberry sauce, and sausage-herbs stuffing. Served with choice of side dish, dinner salad and house dessert. \$20

HERBED CHICKEN KEBABS char-broiled chunks of chicken (2 kebabs per person) with bell peppers, onions, mushrooms and zucchini in Chardonnay basil sauce (has dairy; thickened with arrowroot= GF). Served with choice of side dish, dinner salad and house dessert. \$20

FAJITAS BAR grilled bell peppers, onions, and choice of entree (cut in strips-veggie, chicken or steak) with our signature fajita seasoning. Served with warm tortillas, rice, beans, shredded lettuce, sour cream, tortilla chips, salsa, guacamole, house dessert or chocolate dipped churros \$20

QUESADILLAS (2 triangles per person) griddled flour tortilla stuffed with cheese and your choice of entree (cheese, chicken or steak). With mild green sauce & red hot sauce, rice, refried beans, Latin salad with cilantro vinaigrette, tortilla chips with salsa, guacamole & sour cream. House dessert or chocolate dipped churros \$20

SOFT TACO BAR choice of taco seasoned main (veggie, chicken or steak) served with rice, beans, corn or flour tortillas, Latin salad with cilantro vinaigrette, tortilla chips and condiments (guacamole, sour cream, salsa, shredded cheddar & Jack cheeses, red hot sauce and mild green sauce, chopped onion, chopped cilantro), house dessert or chocolate dipped churros \$20

U.S. FARMED TILAPIA VERACRUZ (GLUTEN FREE) (6 oz filet) in a fragrant tomato puree with onions, peppers and olives. Served with choice of side dish, dinner salad and house dessert. \$20

SUMMERY FISH TACOS (GLUTEN FREE) seasonal grilled fish choice (US tilapia or mahi-mahi), served with tomato- mango salsa (with cucumber, green onion, minced jalapeno chili, mango, lime juice), chipotle sour cream, cabbage slaw, chopped cilantro, and warm corn tortillas. Served with choice of dinner salad and house dessert. \$20

***DINNER SIDE DISH LIST (where applicable):**

RICE - STEAMED V, GF steamed jasmine rice -long grain (unseasoned)

RICE - WILD PILAF V, G-F sautéed onion, bell peppers, celery, white and wild rice simmered in savory vegetable broth

RICE - BROWN GARDEN V, G-F brown rice studded with diced vegetables (carrots, bell pepper, zucchini, peas, corn, scallions)

RICE - MEXICAN V, G-F rice sautéed with cumin and onions, then simmered with tomato sauce and vegetable broth

POTATOES- MASHED G-F hand-mashed, with garlic, white pepper salt and cream

POTATOES- ROASTED V, G-F with garlic, rosemary, and EVOO

VEGETABLES- STEAMED V, G-F steamed seasonal vegetables (unseasoned)

VEGETABLES- ROASTED V, G-F seasoned roasted zucchini and root vegetables

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VEGETABLES - FAUX RICE V, G-F seasoned chopped (boiled) cauliflower

PASTA- LINGUINI V tossed in zesty marinara sauce or "al vino"

PASTA-VERMICELLI V, G-F (thin rice pasta)

***DINNER SIDE SALAD LIST:**

CLASSIC CAESAR romaine lettuce, croutons, shaved parmesan. Caesar dressing

GREEK romaine lettuce, crumbled feta cheese, tomatoes, red onions, cucumbers, grilled eggplant, pepperoncini and Kalamata olives. Greek dressing

MIXED GREENS (V, GF) organic spring mix, carrots, cucumbers, tomatoes and radish. House dressing FRUIT SALAD (V, GF) diced fresh fruits

PASTA SALAD pasta salad of the day (chefs choice, always vegetarian)

HERBED POTATO SALAD boiled potatoes, parsley, bell pepper, red onions and celery tossed in light Dijonnaise (hard-boiled egg and Kalamata olives used for garnish)

FAT FREE COLESLAW (V, GF) cabbage medley, carrots, pepperoncini, green onions, parsley, S&P, EVOO, rice vinegar

End of Appendix D

APPENDIX E
AUTHORIZED USERS

- A.** The following Judicial Council personnel are the only Authorized Users who may issue an order for catering services:
- (a) David Glass (*)
 - (b) Dan Meyers
 - (c) Ben Talavera
 - (d) Susan Olikier (*)
- B.** The persons listed above with (*) are also authorized to make changes to the list of Authorized Users, by providing a written notice to the Contractor.

End of Appendix E

APPENDIX F
Defined Terms

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

“Agreement” is defined on the Coversheet.

“Authorized User” is defined in Appendix E.

“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 **“JBE”** is defined as the: 1st District Court of Appeals (DCA); Supreme Court, County of San Francisco and the Commission on Judicial Performance (CJP).

“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.

“Order” means the JCCC Catering Menu Order Form as set forth in Appendix D.

“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 F

APPENDIX G

Participating Addendum

- (1) This Participating Addendum is made and entered into as of [month/day/year] (“Participating Addendum Effective Date”) by and between the _____ [add full name of the JBE] (“JBE”) and [add name of Contractor] (“Contractor”) pursuant to the Master Agreement # _____ [add Master Agreement # - see cover page] (“Master Agreement”) dated _____, 20__ [add Effective Date of the Master Agreement] between the [add name of the JBE that established the Master Agreement] (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
- (2) This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participating Addendum, the JBE may at its option place orders for the Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase orders.
- (4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
- (6) The term of this Participating Addendum shall be from the Effective Date until: [_____ month/day/year – may not exceed the term of the Master Agreement].
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the following Work:

[Instructions to the JBE establishing the Master Agreement: add provisions as appropriate, and in accordance with the terms of the Master Agreement. For example:

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- *Options for ordering, including description of the Goods, Services and/or Deliverables.*
- *Options for: service levels, quantity, model #s, delivery dates, pricing, etc.*

(8) Any notices must be sent to the following address and recipient:

If to Contractor:	If to the JBE:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

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) This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

[JBE]

[CONTRACTOR]

By: _____

By: _____ Name:

Name:

Title:

Title:

End of Appendix G