

REQUEST FOR PROPOSALS

Defense Counsel for the Driving While Impaired (DWI) Court

Second Judicial District

The Second Judicial District, Criminal Division, is seeking proposals from a qualified person to contract for the provision of legal counsel as a Defense Counsel to participants' in the Driving While Intoxicated (DWI) Court program in order to protect the participant's rights. The proposal shall be submitted for a 36 month period of time, from approximately January 1st, 2014, through December 31st, 2016, and may be extended for an additional two years.

Following is a description of the work and listing of the proposal requirements. This is not a bid but a request for a proposal that could become the basis for negotiations leading to a contract for Defense Counsel to serve as an independent contractor, and not as an employee of the State of Minnesota.

- I. **OBJECTIVE.** The goal of this request for proposal is to enable the Second Judicial District Court to secure Defense Counsel, in an efficient and cost-effective manner, to provide an on-going defense counsel to participants who are currently in the DWI Court program. The Defense Counsel explains the benefits and disadvantages of the program to potential DWI Court participants, including sanctions that could be incurred by participants once in the program. Participants who have yet to plea or be sentenced in DWI Court will have the use of their own private attorney or a public defender. Once the participant has been sentenced in DWI Court, the Defense Counsel that this proposal is seeking would then become the week to week general legal representative for the participants. The Defense Counsel is also beneficial in encouraging and advising participant's program compliance and engaging them in the program. The Defense Counsel participates in the team staffing and court as a team member, operating in a non-adversarial manner during court, to promote a sense of unified team presence.
- II. **DEFINITION/QUALIFICATIONS.** For the purpose of this Request for Proposal, the Defense Counsel must have a current attorney's license, be knowledgeable of the Drug Court/DWI Court model, have experience working with a team, and have knowledge of chemical dependency, recovery and treatment. Experience with a drug court or DWI court is preferred. In addition, the Defense Counsel must have the ability to understand the dynamic of human behavior in individuals and groups, and be knowledgeable of ancillary services appropriate for program participants.
- III. **DESCRIPTION OF WORK.** The Defense Counsel's responsibilities for DWI Court include:
 - a. Assists in identifying non-violent defendants arrested for specified drug or alcohol-related offenses.
 - b. Advises the defendant as to the nature and purpose of the DWI Court, the rules governing participation, the consequences of abiding or failing to abide by the rules, and how participating or not participating in drug court will affect his/her interests.

- c. Explains all of the rights that the defendant will temporarily or permanently relinquish while participating in DWI Court.
- d. Explains that because criminal prosecution for admitting to alcohol or other drug use in open court will not be invoked, the defendant is encouraged to be truthful with the judge, the case manager and the treatment staff, and inform the participant that he or she will be expected to speak directly to the judge; not through an attorney.
- e. Participates as an active member of staffing, court, and the steering/planning team.
- f. Reviews the participant's progress in the program and advocates appropriately for effective sanctions and incentives for program compliance or lack thereof.
- g. Contributes to the education of peers, colleagues, and judiciary in the efficacy of problem-solving courts (drug/DWI court).
- h. Report all information as needed for evaluation purposes, including participants referred, accepted, completed and terminated on a quarterly basis and surveys.

IV. BASIS FOR PAYMENT. The contract Defense Counsel will be paid a stipend; the amount of which will be determined based on funding, and negotiation.

V. CONTRACTOR REQUIREMENTS. A criminal background check is required of all contractors. An attorney awarded a contract under this Request for Proposal must:

- a. provide a current attorney's license,
- b. have a means to contact and consult with program participants,
- c. attend monthly policy meetings,
- d. attend staffing meetings and court sessions weekly on Thursdays,
- e. provide proof of malpractice insurance

In addition, the contractor will be required to sign:

- a. Affidavit of Non-Collusion indicating contractor has submitted the proposal without collusion.
- b. Certification regarding debarment certifying contractor has not been disqualified from federal funding.
- c. Drug Free work place form.

VI. PROPOSAL CONTENTS. Each submission in response to this request for proposal must contain:

A. Resume. Your proposal must include the resume of the individual who would perform the services of a Defense Counsel in this request for proposal. The resume must be up-to-date, include the names and telephone numbers of at least three references, demonstrate the individual's knowledge and expertise as a Defense Attorney, and his/her ability to work with a team in a non-adversarial manner.

B. Other Conditions. Your proposal must indicate relevant experience, the financial parameters within which you are willing to perform, and your availability to the court. Please be as specific as possible, including details such as to:

- your proposal is for a voluntary, hourly, weekly, or monthly rate;
- the maximum time per week that you can commit;
- adult criminal court experience;

- experience with Problem-Solving Courts; and
- any other information deemed relevant.

All reasonable proposals will be considered.

VII. SUBMISSION OF PROPOSALS. Your proposal must be submitted in writing in a sealed envelope to:

Ramsey County DWI Court
c/o Tanya Jones
900 Courthouse
15 West Kellogg Boulevard West
St. Paul, MN 55102

Deadline for application materials is 4:30 p.m. Monday, September 9th, 2013.

Questions may be directed to Tanya Jones, Driving While Intoxicated (DWI Court) Coordinator at (651) 266-9277.

X. EVALUATION. The Second Judicial District will review the information submitted and may conduct interviews or meetings with selected potential contractors. Selected contractors must agree to Judicial Branch terms and conditions and sign a professional services contract. The professional services contract will contain a contract termination clause if the work product of the Defense Counsel is not satisfactorily performed in the judgment of the Judicial Branch. Please see attached contract template.

The Second Judicial District is not obligated to respond to any proposal submitted nor is it legally bound in any manner whatsoever by the submission of a proposal. The Second Judicial District reserves the right to cancel or withdraw the Request for Proposal at any time if it is considered to be in its best interest. In the event the Request for Proposal is cancelled or withdrawn for any reason, the Second Judicial District shall have no liability to any proposer for any reason for any costs or expenses incurred in connection with this request for proposals or otherwise. The Second Judicial District also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

CONTRACT FOR SERVICES (non technology related)

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its 2nd Judicial District, address 15 W Kellogg Blvd, St Paul, MN 55102, (hereinafter "STATE") and _____, an independent contractor, not an employee of the State of Minnesota, address (hereinafter "CONTRACTOR"),

WHEREAS, the Court has established a Drug Court program that is designed to intervene in the chemically dependent lifestyles of felony DWI offenders and to improve public safety, and;

WHEREAS, the STATE desires to comply with the requirements of a federal grant by providing correctional/legal/case management services for this program, but lacks sufficient staff, and

WHEREAS, CONTRACTOR represents that it is duly qualified, providing a current attorney's license and proof of malpractice insurance, and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

II. **DUTIES. CONTRACTOR**, who is not a STATE employee, shall provide legal services whose responsibilities include:

- a. Provide general defense counsel services within the County of Ramsey for the Second Judicial District's Driving While Intoxicated Court (DWI Court).
- b. Provide on-going direct contact with participants, which includes explaining the benefits and disadvantages of the program to potential DWI Court participants; explaining sanctions incurred by participants from the court; discussing participants rights under the law and the implications that entering or exiting the program may have for participants.
- c. Coordinating with participant's attorney of record, whether they are represented by the Ramsey County Public Defender's Office, or a private counsel.
- d. Attend DWI Court staff meetings, court hearings, and trainings on a regular basis.
- e. Participate with other Criminal Justice System stakeholders in developing and implementing policies and procedures for DWI Court in the Second Judicial District in order to increase the number of offenders who remain alcohol free, reduce recidivism among court participants, and establish a systemic response toward substance abuse issues among all involved agencies in Ramsey County.
- f. Provide evaluation data as requested by the program coordinator and/or the research analyst.

II. **CONSIDERATION AND TERMS OF PAYMENT.**

A. **Consideration** for all services performed and goods or materials supplied by CONTRACTOR pursuant to this contract shall be paid by the STATE as follows:

1. Compensation:
 - a) The CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this contract at the rate _____, not to exceed _____ per month.
2. CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred in the performance of this contract. The total obligation of the STATE for all compensation and reimbursements to CONTRACTOR shall not in the aggregate exceed _____ (\$).

B. **Terms of Payment.** Payments shall be made by the STATE promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Section VI. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

1. Monthly upon presentation of invoices.
2. CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

III. **TERMS OF CONTRACT.** This contract shall be effective from ____ and shall remain in effect until ____ or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **CONTRACTOR UNDERSTANDS THAT NO WORK SHOULD BEGIN UNDER THIS CONTRACT UNTIL ALL REQUIRED SIGNATURES HAVE BEEN OBTAINED, AND THE STATE'S AUTHORIZED REPRESENTATIVE NOTIFIES CONTRACTOR TO BEGIN WORK.**

IV. **CANCELLATION.**

- A. This contract may be cancelled by the STATE at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such a cancellation, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The STATE may immediately cancel this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.

V. **STATE'S AUTHORIZED REPRESENTATIVE.** The STATE'S Authorized Representative for the purposes of administration of this contract is _____. Such representative shall have final authority for acceptance of CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Section II (B).

VI. **ASSIGNMENT.** CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.

VII. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

VIII. **LIABILITY.** CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.

IX. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six (6) years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.

X. **CONFIDENTIALITY, DISCLOSURE AND USE.** CONTRACTOR shall not disclose to any third party any information that is both: (A) made available by the STATE or its agents to CONTRACTOR in order to permit CONTRACTOR to perform hereunder or is created, gathered, generated or acquired in accordance with this contract; and (B) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. If the CONTRACTOR receives a request to release the information referred to in this Clause, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the information to the requesting party before the information is released.

XI. **RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS.**

- A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors either individually or jointly with others and which arise out of the performance of this contract, including any report, study, computer software, database, model, invention, photograph, negative, audio or video recording, or other item or documents (hereafter "MATERIALS"). CONTRACTOR hereby assigns to the STATE all rights, title and interest to the MATERIALS. CONTRACTOR shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created by CONTRACTOR, its employees or subcontractors, individually or jointly with others shall be considered "works made for hire" as defined by the United States Copyright Act. CONTRACTOR shall remit all of the MATERIALS to the STATE upon completion, termination or cancellation of this contract. CONTRACTOR, its employees and subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied or reproduced or used for any purpose

other than the performance of the CONTRACTOR'S obligations under this contract without the written permission of the STATE'S authorized representative. Nothing in this Article shall be construed to limit the CONTRACTOR'S obligation to comply with Article XI of this contract.

- B. CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Without limiting section X, CONTRACTOR shall indemnify and defend the STATE at CONTRACTOR'S expense from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in CONTRACTOR'S or the STATE'S opinion is likely to arise, CONTRACTOR shall, at the STATE'S discretion, either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. **AFFIRMATIVE ACTION.**

- A. **Covered Contracts and Contractors.** If this contract exceeds \$100,000 and CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principle place of business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- B. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. Minn. R. Parts 5000.3400-5000.3600 provide:
1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 2. **Disabled Workers.** The contractor must comply with the following affirmative action requirements for disabled workers:
 - a. The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

D. **Consequences.** The consequences for a contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the STATE.

E. **Certification.** CONTRACTOR hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for non-compliance.

XV. **WORKERS' COMPENSATION.** In accordance with the provisions of Minnesota Statutes, Section 176.182, as enacted, the CONTRACTOR shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, subdivision 2, as enacted, prior to commencement of any duties to be performed under this contract.

XVI. **ANTITRUST.** CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XVII. **OTHER PROVISIONS.**

A. **Warranties.**

1. **Original Works.** In performing its obligations hereunder, CONTRACTOR will not use or incorporate any trade secret information or copyrighted works of authorship of CONTRACTOR or of any third party, and except for components already in the public domain, all software, documentation, information and other materials provided or furnished by CONTRACTOR in performing the duties under this contract will be original and will not violate or infringe upon the rights of any third party.
2. **Professional Services.** CONTRACTOR represents and warrants to the STATE that it has the proper training, skill and background so as to be able to perform all services required of CONTRACTOR pursuant to this contract in a competent and professional manner, and all such work shall be of professional quality.
3. **Mutual Representations and Warranties.** CONTRACTOR and the STATE each represent and warrant to the other that: a) it has the full right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation or restriction that would prevent it from entering into this contract or from performing fully any of its obligations hereunder; and c) it has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this contract.

- B. **Injunctive Relief.** Without limiting section X, CONTRACTOR acknowledges that the STATE will be irreparably harmed if CONTRACTOR'S obligations under sections XII and XIII of this contract are not specifically enforced and that the STATE would not have an adequate remedy at law in the event of an actual or threatened violation by CONTRACTOR of its obligations. Therefore, CONTRACTOR agrees that the STATE shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by CONTRACTOR without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the STATE for reasonable attorney's fees incurred by the STATE in obtaining any relief pursuant to this section.
- C. **Relationship of the Parties.** CONTRACTOR is an independent contractor and shall not be deemed for any purpose to be an employee of the STATE. CONTRACTOR understands and agrees that the STATE is not withholding any taxes from the fees paid to CONTRACTOR pursuant to this contract and that CONTRACTOR is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to CONTRACTOR pursuant to this contract. Neither CONTRACTOR nor the STATE shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- D. **Consent to Release of Certain Data.** Under Minn. Stat. § 270C.65 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.
- E. **Publicity.** Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and must not be released without the prior written approval from the STATE'S Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract. Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.
- F. **Endorsement.** CONTRACTOR must not claim that the STATE endorses its products or services.
- G. **Notices.** Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) the address first set forth herein, if to CONTRACTOR; (2) at the address first set forth herein, if to the STATE, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King, Jr. Blvd, St. Paul, MN 55155; or (3) at such other address of which written notice has been given in accordance herewith.
- H. **Non-Exclusivity.** This contract shall not preclude CONTRACTOR from developing materials outside this contract that are competitive, irrespective of their similarity to materials delivered to the STATE under this contract; provided, however, that such materials prepared by CONTRACTOR shall not violate the nondisclosure and intellectual property provisions of this contract. Nothing in this contract shall be construed as precluding or limiting in any way the right of CONTRACTOR to provide services of any kind to any person or entity as CONTRACTOR in its sole discretion deems appropriate.
- I. **Miscellaneous.**

1. The provisions of sections VII, X, XI, XII, XIII, XVI, and XVII shall survive any cancellation or termination of this

contract as shall any other provisions which by their nature would be intended or expected to survive such cancellation or termination.

2. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
3. This contract shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions. Any action arising out of or relating to this contract, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. CONTRACTOR hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
4. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect.
5. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this contract. In the event of any inconsistency or conflict between the terms of this contract and any other agreement between the parties, the terms of this contract shall govern.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)

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| <i>By</i> |
| <i>Title</i> |
| <i>Date</i> |

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| <i>By</i> |
| <i>Title</i> |
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| (reserved) |
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| (reserved) |
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2. STATE:

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

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| <i>By</i> |
| <i>Title</i> |
| <i>Date</i> |

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| <i>By</i> |
| <i>Title</i> |
| <i>Date</i> |

3. Funds have been encumbered as required by State

Court Finance Policy by:

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| <i>By</i> |
| <i>Title</i> |
| <i>Date</i> |
| <i>Contract No.</i> |

4. Approved as to form and execution for STATE by:

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| <i>By</i> |
| <i>Title</i> |
| <i>Date</i> |