Top Ten List for Better Contracts

Establishing your own Electronic Court Records Program Conference
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Number 1

Do not sign the vendor's form of contract.
Number 2

Do not sign a contract that contains language such as:

“The schedule will be completed after the contract is signed.” or

“The design plan will be developed after the contract is signed.”
Number 3

Be wary of

- "standard pricing"
- "hourly pricing at the then current rate"
- anything at a "time and materials" rate.
Number 4

Negotiate the price for the longest term possible from the date the contract is signed. You can do this by either creating a chart that identifies the price for the term of the contract or capping price increases to no more than ______% per year.
Number 5

Make sure you comply with all requirements for contracts that are required by your agency:

- Non discrimination
- Board of Ethics
- Insurance forms
Number 6

Be wary of letters that require that you "Sign Here" in order to agree to the assignment of the contract. There are many things that need to be done if a contract is assigned to a new contractor whether through an acquisition, a merger or a transfer of ownership.
Number 7

Do not start the warranty when the technology is "delivered". It may be weeks before you even open the box and your warranty clock is already ticking.
Number 8

Always make sure that you have ownership of items such as reports, drawings, maps and other works prepared specifically for you. There are some exceptions.
Number 9

Make sure you understand the licensing schemes and that you are fully licensed.

- Seat Licenses
- Enterprise Licenses
- Named User
- Something no one has ever heard of
Number 10

Do not sign confidentiality agreements or agree to keep things confidential that are in conflict with your public disclosure laws.
THANK YOU

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