

# CONTRACT FOR SPECIALIZED CONSULTING SERVICES

## 1. PARTIES:

The parties to this contract are the City of Santa Barbara, California, a chartered city (“City”) and Center for Court Innovation, a project of the Fund for the City of New York, Inc., a New York Not-For-Profit Corporation (“Center for Court Innovation” or “Contractor”).

## 2. SCOPE OF SERVICES:

(a) Center for Court Innovation will assist in the analysis of a short, quantitative survey; advise on and assist in facilitating virtual community feedback sessions; analyze qualitative data; and writing a brief summary memo pertaining to a civilian police review system.

(b) Unless otherwise approved by City, Center for Court Innovation agrees that the people providing the services will be as listed on Exhibit A.

## 3. PAYMENT:

(a) The City will pay for services performed in accordance with this contract in a total amount not to exceed \$ 23,122.00. Payment will be made upon the satisfactory completion of the tasks identified in Exhibit A. The total amount includes payment for equipment, supplies, materials, and all other costs and expenses that may be incurred by Center for Court Innovation in the performance of services.

(b) Center for Court Innovation will maintain complete, accurate, and clearly identifiable records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four (4) years from the date of final payment to Center for Court Innovation. Center for Court Innovation will allow City representatives to inspect, examine, copy and audit such records during regular business hours upon twenty-four (24) hours’ notice.

## 4. TIME FOR PERFORMANCE:

Center for Court Innovation will perform services in a timely manner consistent with the requirements of Exhibit A.

## 5. COMPLIANCE WITH APPLICABLE LAWS AND STANDARD OF PERFORMANCE:

Services will be performed by Center for Court Innovation in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Center for Court Innovation’s profession currently practicing in California and in accordance with all applicable federal, state, and local laws.

## 6. INDEPENDENT CONTRACTOR:

Center for Court Innovation is an independent contractor. Neither Center for Court Innovation nor any of Center for Court Innovation's officers, employees, contractors or subcontractors, if any, is an employee of the City by virtue of this contract or performance of any work under this contract.

**7. SUBCONTRACTORS:**

The provisions of services under this contract requires special skill, training, and qualifications. Subcontracting of services is not permitted without the prior written approval of the City.

**8. Center for Court Innovation's EMPLOYEES:**

(a) Center for Court Innovation is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Center for Court Innovation's agents, employees, and subcontractors that are included in this contract.

(b) The payment made to Center for Court Innovation pursuant to this contract shall be the full and complete compensation to which Center for Court Innovation and Center for Court Innovation's officers, employees, agents and subcontractors are entitled for performance of any work under this contract. Neither Center for Court Innovation nor Center for Court Innovation's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Center for Court Innovation. The City shall not be required to pay any workers' compensation insurance on behalf of Center for Court Innovation.

(c) Center for Court Innovation agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of Center for Court Innovation or any employee of Center for Court Innovation, or any employee of Center for Court Innovation construed to be an employee of the City, for work done under this contract. This is a continuing obligation that survives the termination of this contract.

**9. FAIR EMPLOYMENT PRACTICES:**

(a) Center for Court Innovation acknowledges and agrees to abide by the following provisions of the Santa Barbara Municipal Code:

- Section 9.126.020 prohibiting unlawful discrimination in employment practices.
- Chapter 9.128 establishing a mandatory minimum wage for employees of Center for Court Innovation providing services to the City.

(b) Center for Court Innovation agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

**10. WORKPLACE CONDUCT AND BEHAVIOR:**

Center for Court Innovation and Center for Court Innovation's officers, employees, contractors, and subcontractors, while on City property or interacting with City officers, employees, contractors, or agents, will comply with the City's policies, rules, and regulations governing work place safety, conduct, and behavior, including without limitation policies prohibiting drug or alcohol use, discrimination, and sexual harassment. City will provide Center for Court Innovation a copy of the applicable policies.

**11. CONFIDENTIALITY:**

Center for Court Innovation will treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Center for Court Innovation shall treat all records and work product prepared or maintained by Center for Court Innovation in the performance of this contract as confidential. Center for Court Innovation will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Center for Court Innovation's scope of work. Center for Court Innovation will not disclose any information prepared for the City, or obtained from the City, or obtained as a consequence of the performance of work, to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City. Center for Court Innovation will immediately advise the City of any request for disclosure of information or of any actual or potential unauthorized disclosure of confidential or personal information. Center for Court Innovation will identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Center for Court Innovation shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment. Center for Court Innovation will promptly comply with any written instructions by the City to provide any public records of the City required to be disclosed by the City pursuant to a request made pursuant to the California Public Records Act. Center for Court Innovation's obligations under this paragraph shall survive the termination of this contract. Center for Court Innovation will require each of its officers, employees, contractors, or subcontractors to agree to be bound by this provision.

**12. NO CONFLICT OF INTEREST:**

(a) Center for Court Innovation warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Center for Court Innovation maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Center for Court Innovation further agrees that during the term of this Contract, Center for Court Innovation will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

(b) Center for Court Innovation, and its officers, employees, contractors, or subcontractors, will not make or participate in making or in any way attempt to use Center for Court Innovation's position to influence a governmental decision in which Center for Court Innovation knows or has reason to know Center for Court Innovation has a direct or indirect financial interest other than the compensation promised by this contract. Center for Court

Innovation will not have such interest during the term of this contract. Center for Court Innovation will immediately advise the City if Center for Court Innovation learns of such a financial interest of Center for Court Innovation's during the term of this contract. If Center for Court Innovation's participation in another City project would create an actual or potential conflict of interest, in the opinion of the City, the City may disqualify Center for Court Innovation from participation in such other project.

(c) The City has determined, based on the scope of the services to be provided by Center for Court Innovation under this contract, that this contract does not confer on Center for Court Innovation or any of Center for Court Innovation's officers, employees, contractors, or subcontractors the status of a "designated employee" or "Consultant" of the City for the purposes of the City's Local Conflict of Interest Code and the Political Reform Act of 1974. This contract does not require or permit Center for Court Innovation to make a governmental decision as specified in 2 Cal. Code of Regs. § 18700.3, subdiv. (a)(1), or serve in a staff capacity as specified in 2 Cal. Code of Regs. § 18700.3, subdiv. (a)(2).

#### **14. INDEMNIFICATION:**

To the fullest extent permitted by law, the Center for Court Innovation shall (1) immediately defend, and (2) indemnify the City, and its city council, commissions, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from any negligent or wrongful act or omission of the Center for Court Innovation or Center for Court Innovation's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Center for Court Innovation's obligation to defend applies unless it is adjudicated that its liability was caused by the negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, Center for Court Innovation's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party. The review, acceptance or approval of Center for Court Innovation's work or work product by any indemnified party shall not affect, relieve or reduce Center for Court Innovation's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

#### **15. INSURANCE [INTENTIONALLY LEFT BLANK]**

#### **16. TERMINATION:**

This contract may be terminated by the City immediately without cause upon fifteen (15) days written notice of termination. Upon termination Center for Court Innovation shall be entitled to compensation for services performed up to the effective date of termination.

#### **17. SUCCESSORS OR ASSIGNS:**

All terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

**18. LAWS AND VENUE:**

This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

**19. NONAPPROPRIATIONS OF FUNDS**

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then City will notify Center for Court Innovation of such occurrence and City may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, City shall have no obligation to make payments with regard to the remainder of the term.

**20. ADMINISTRATION:**

(a) The City's Contract Manager for administration of this contract is Sam C. Ramirez. The City may change the Contract Manager at any time upon notice to the Center for Court Innovation.

(b) The Center for Court Innovation's representative for administration of this contract is Elizabeth Ling. The Center for Court Innovation may change its representative upon written notice to and approval by the City's Contract Manager.

(c) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

City of Santa Barbara  
735 Anacapa Street  
Santa Barbara, CA 93101  
Attn: Sam Ramirez (Contract Manager)

Center for Court Innovation  
520 8<sup>th</sup> Avenue, 18<sup>th</sup> Floor  
New York, New York, 10018  
Attn: Courtney Bryan, Executive Director

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(d) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Center for Court Innovation and Contract Manager.

**21. TIME:**

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

**22. TAXES:**

The Center for Court Innovation shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

**23. BUSINESS TAX CERTIFICATE**

Immediately upon execution of this contract, Center for Court Innovation will obtain a business tax certificate from the City at Center for Court Innovation’s expense. Center for Court Innovation will maintain a business tax certificate as required by the City Finance Director during the term of this contract

**24. SIGNATURES:**

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

DATED: \_\_\_\_\_, 20\_\_

City of Santa Barbara

By: \_\_\_\_\_

Center for Court Innovation:

\_\_\_\_\_  


By: Courtney Bryan

Approved as to form:  
City Attorney

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