SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BENITO

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| **STANDARD AGREEMENT** rev 5-16-25 |
|  |  | AGREEMENT NUMBER |
|  |  | **DC2025**  |

1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Court” refers to the **Superior Court of California, County of San Benito**.

2. This Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”).

3. The maximum amount the Court may pay Contractor under this Agreement is **[Dollar amount]** (the “Contract Amount”).

4. The purpose or title of this Agreement is: **Drug Court Evaluation Services**.

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

5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, any attachments, any documents incorporated by reference, and Contractor’s proposal submitted in response to RFP #DC2025 (the “Proposal”), contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous negotiations, representations, commitments, writing and all other communications between the parties.

 Appendix A – Statement of Work

 Appendix B – Payment Provisions

 Appendix C – General Provisions

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| --- | --- |
| **COURT’S SIGNATURE** | **CONTRACTOR’S SIGNATURE** |
|  |  |
|  **Superior Court of California,** **County of San Benito** |   **[Contractor name], a [state] [entity type]**  |
|  |  |
|  BY *(Authorized Signature)*✍ |  BY *(Authorized Signature)*✍ |
|  |  |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Tim Newman, Court Executive Officer |  PRINTED NAME AND TITLE OF PERSON SIGNING**[Name and title]**   |
|  DATE EXECUTED**[Date]** |  DATE EXECUTED**[Date]** |
|  |  |
|  ADDRESS450 Fourth StreetHollister, CA 95023 |  ADDRESS**[Address]** |

APPENDIX A

Statement of Work

**1. Services.** Contractor must perform the following tasks (the “Services”) and deliver to the Court the following deliverables (“Deliverables”).

A. Contractor will (i) assess the extent to which the Drug Court is designed and operated in accordance with the “Adult Treatment Court Best Practice Standards” (the “ATCBP Standards”), and (ii) develop recommendations to bring the design and operation of the Drug Court closer to the best practices in the ATCBP Standards.

B. Contractor will deliver the following Deliverables, on the specified date.

|  |  |  |
| --- | --- | --- |
| **Deliverable #** | **Description** | **Delivery Date** |
| 1 | Overall project plan and timeline | As agreed with the Court |
| 2 | Written report containing Contractor’s assessment and recommendations | As specified in Deliverable 1 |

C. Following acceptance of Deliverable 2, Contractor will hold an interactive, in-person presentation of findings and recommendations, to take place in Hollister at a time agreed with the Court.

**2. Acceptance Criteria.** The Services and Deliverables must meet the following criteria or the Court may reject the applicable Services or Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

• Completeness: The Services and Deliverables meet all requirements set forth in this Agreement.

• Timeliness: The Services were completed, and the Deliverables were delivered, on time.

**3. Requirements.**

A. Unless otherwise directed by the Court, in performing the assessment, Contractor will follow (i) the plan and methodology it described in the Proposal, and (ii) the project plan delivered to the Court in Deliverable 1.

B. Services must be performed by the key personnel and program staff identified in the Proposal (“Contractor Personnel”). If any Contractor Personnel separate from Contractor, or the Court is dissatisfied with any Contractor Personnel, Contractor shall immediately replace the affected Contractor Personnel with personnel who have sufficient training, education, and experience to successfully perform the Services.

C. The following standards on the specified pages of the ATCBP Standards PDF are excluded from the scope of services, and should not be addressed in the assessment or recommendations: (i) “Judicial Education” on page 4, (ii) “Judicial Term” on page 4, (iii) “Judicial Decision Making” on page 5, and (iv) “Evaluator Competency and Objectivity” on page 31.

D. Contractor must provide all transportation, labor, materials, and tools to perform the Services.

E. Contractor must comply with any directions provided by the Court during the performance of Services.

APPENDIX B

Payment Provisions

**1. General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. 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 Court 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 and Deliverables.** Upon completion of all Services and acceptance by the Court of all Deliverables, Contractor will invoice the Court **$[Dollar amount]**. The Court will not make advance payment for Services.

**3. Expenses.** The Court will not reimburse any Contractor expenses.

**4. Taxes.** Unless otherwise required by law, the Court 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.

**5. Payment.** The Court will pay each correct, itemized invoice received from Contractor subject to any withholding or deduction allowed in 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. Payment does not imply acceptance of Contractor’s invoice, the Services, or the Deliverables. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.

APPENDIX C

General Provisions

**1. 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 of this Agreement (“Term”). Contractor shall promptly notify the Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

**1.1 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor’s business and services. Neither Contractor nor any of Contractor’s subcontractors is on the California Department of General Services’ list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

**1.2 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. Project Managers.** The parties’ project managers are as follows:

 Court’s project manager: [**name**]

 [**title**]

 [**telephone number**]

 [**email address**]

 Contractor’s project manager: [**name**]

 [**title**]

 [**telephone number**]

 [**email address**]

 If the Court’s project manager is out of the office or otherwise unavailable, the Court Executive Officer or his or her designee may act as the Court’s project manager. The Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Subject to written approval by the Court, Contractor may change its project manager without need for an amendment to this Agreement.

**3. Warranties.** Contractor warrants that it will perform the Services with promptness, diligence, and in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement. In the event any Deliverable does not to conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Court.

**4. Insurance.** Contractor shall be responsible for providing workers’ compensation, commercial general liability, and commercial automobile liability covering Contractor’s employees and any obligations assumed under the terms of this Agreement. Contractor shall waive and shall require its insurers by policy endorsement to waive any right of recovery or subrogation that they may have on account of injury to a Contractor employee or any damage or destruction to Contractor’s property caused by or alleged to have been caused by the State of California (“State”), the Judicial Council of California (“JCC”), or the Court. Contractor’s insurance shall be primary and non-contributory to any insurance or self-insurance maintained by the State, the JCC, or the Court. Prior to commencement of the Services, Contractor shall provide the Court with certificates of insurance providing evidence of workers’ compensation insurance, if applicable.

**5. Indemnity.** Contractor will defend (with counsel satisfactory to the Court 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) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, and (ii) Contractor’s (or its employee’s, contractor’s, or subcontractor’s) breach of a representation, warranty, or other provision of this Agreement. 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 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 Court’s prior written consent, which consent shall not be unreasonably withheld; and the Court 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. “Judicial Branch Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity. “Judicial Branch Entity” means the Court or any other California superior or appellate court, the Judicial Council of California, or the Habeas Corpus Resource Center.

**6. Termination**

**6.1 Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior notice. After receipt of such notice, and except as otherwise directed by the Court, Contractor shall immediately stop Services as specified in the notice.

**6.2 Termination for Cause.** The Court 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 Court, 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; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) the Court discovers that Contractor submitted false or misleading information in its Proposal, or altered the text of any form submitted as part of its Proposal.

**6.3 Rights and Remedies of the Court.**

**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 Court 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 Court 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; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following notice, the Court’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.

**B. Effect.**In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court’s termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed completed and accepted as of the date of the Court’s termination notice.

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

**7. Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

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

|  |  |
| --- | --- |
| **If to Contractor:** | **If to the Court:** |
| **[name]****[address]**phone: **[phone #]** | Tim Newman, Court Executive OfficerSuperior Court of California, San Benito County450 Fourth StreetHollister, CA 95023 |

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. Compliance. This Agreement incorporates the terms and conditions set forth in the appendix entitled “JBCL Appendix,” posted at http://www2.courtinfo.ca.gov/termsandconditions8.pdf. If there is a conflict between a provision in the appendix and any other provision of this Agreement, the provision contained in the appendix prevails.

**10. 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. 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. Commencement of Performance.** This Agreement is of no force and effect until signed by the Court. Any commencement of performance prior to the Court’s signature shall be at Contractor's own risk.

**12. Miscellaneous Provisions.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon notice. Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court Executive Officer. 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. 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. 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. 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 Court. A waiver of enforcement of any of this Agreement’s terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. 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. If any part of this Agreement is held unenforceable, all other parts remain enforceable. 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. In the event of a conflict between the Proposal and any other provision of this Agreement, the other provision of this Agreement shall prevail. Time is of the essence in Contractor’s performance under this Agreement. This Agreement may be executed in counterparts, each of which is considered an original.