

**COUNTY OF TULARE
SERVICES AGREEMENT
TULARE COUNTY WORKFORCE INVESTMENT BOARD, INCORPORATED**

THIS AGREEMENT (“Agreement”) is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“**COUNTY**”), and the **TULARE COUNTY WORKFORCE INVESTMENT BOARD INCORPORATED**, a California Corporation (“**CONTRACTOR**”) for the purpose of providing specific services to operate the Pathway to Employment Connection (PEC) program. The PEC program will provide individuals within Tulare County correctional facilities job readiness training in preparation to transition post release to the Employment Connection Centers to access education, work-based training, and employment services. **COUNTY** and **CONTRACTOR** are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** **COUNTY** has a need for services of an independent contractor to provide certain job and life skill services for inmates at Tulare County detention facilities, as provided in the agreement.
- B.** **CONTRACTOR** has represented that it is ready, willing and able to provide such services.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of January 6, 2019 and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SCOPE OF WORK:** See attached **Exhibit A**.
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**.
- 4. INSURANCE:** See attached **Exhibit C**. Prior to approval of this Agreement by the **COUNTY**, **CONTRACTOR** shall file with the Clerk of the Board of Supervisors, evidence of insurance as set forth in **Exhibit C**, which outlines the minimum scope, specifications and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit C** shall not be used to reduce limits available to **COUNTY** as an additional insured from the **CONTRACTOR’S** full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** **COUNTY’S** “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein, except to the extent that any provision set forth in this Agreement conflicts with the General Agreement Terms and Conditions then the provision set forth in this Agreement shall govern.. **COUNTY’S** “General

Agreement Terms and Conditions” can be viewed at
<http://tularecountycounsel.org/default/index.cfm/public-information/>

6. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Tulare County Sheriff's Office
Fiscal Manager and
Detentions Captain
833 S. Akers Street
Visalia, CA 93277
Phone No.: (559) 802-9400
Fax No.: (559) 737-4408

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Tulare County Workforce Investment Board Incorporated
309 W. Main Street, Suite 120
Visalia, CA 93291
Phone No.: (559) 713-5200

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

10. TERMINATION:

(a) Without Cause: COUNTY or CONTRACTOR will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such

compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by COUNTY or CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

1. be adjudged bankrupt, or
2. become insolvent or have a receiver appointed, or
3. make a general assignment for the benefit of creditors, or
4. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
5. materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

6. material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
7. other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

COUNTY will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the COUNTY. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the COUNTY, said termination will not affect any

rights of the COUNTY to recover damages against the CONTRACTOR.

- (d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

11. LOSS OF FUNDING: It is understood and agreed that if the funding is either discontinued or reduced for this project for the CONTRACTOR, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

12. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and COUNTY's employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

13. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

14. INDEMNIFICATION: For the purposes of indemnification, each party shall be solely responsible for the acts, errors or omissions of its assigned officers, agents, and employees. No party shall be responsible for the acts, errors or omissions of another party's officers, agents, or employees, nor incur any liabilities arising out of the services and activities of another party's officer, agents or employees.

Each party shall indemnify and hold harmless the other parties from and against all claims and actions, and all expenses, including but not limited to reasonable attorney's fees, incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property to the extent that such claims or actions are caused by the negligence, gross negligence or willful misconduct by the indemnifying party or anyone acting under its direction or control or in its behalf in the course of its performance under this Agreement.

A party's obligation under this section to indemnify and hold the other party harmless shall be limited to the amount of insurance proceeds, if any, received by the party being indemnified, and shall survive the cancellation or termination of this Agreement as to any act or omission which occurred during the Agreement period.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TULARE COUNTY WORKFORCE INVESTMENT BOARD
INCORPORATED

Date: 4/10/19

APPROVED BY
WORKFORCE INVESTMENT BOARD
MINUTES OF 04-10-2019

By [Signature]

Print Name Adam Peck

Title Executive Director

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Kuyler Crocker, Chairman
Tulare County Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By [Signature] 3/25/19
Deputy
Matter # 2019337

EXHIBIT A SCOPE OF WORK

Provide individuals within Tulare County correctional facilities job readiness training in preparation to transition post release to the Employment Connection Centers to access education, work-based training, and employment services.

CONTRACTOR RESPONSIBILITIES:

- 1) Assign a full-time Career Coach to provide pre-release job readiness workshop and post-release education, training and employment services.
- 2) Accept individuals referred by the Tulare County Sheriff's Office (TCSO) Inmate Specialist.
- 3) Provide pre-release job readiness workshops to include: completing job applications, resumes, interviewing skills/mock interviews, appearance, how to answer questions regarding offender status, teamwork, communication, attitude, cultural diversity, following directions, problem-solving, responsibility, customer service, financial literacy and other needs.
- 4) Utilize the mobile computer lab to prepare a resume and complete job applications.
- 5) Assist each participant to develop an employment portfolio.
- 6) Administer the job readiness assessment (post-test) to determine skill levels and needs.
- 7) In a group or individual setting, develop a post-release transition plan with participants to access Employment Connection Center's education, employment and training services.
- 8) Maintain a record of referrals, participants enrolled, and status of participant's progress. Submit monthly progress reports to TCSO.
- 9) Coordinate post-release services with other agencies to meet the participants' needs.
- 10) Provide feedback and ideas to TCSO for program modifications or future development.
- 11) Keep records of inmate referrals, post-release job placements, job retention, and/or additional training services.
- 12) CONTRACTOR, through its Employment Connection Centers in Visalia and Porterville, may enroll participants in Workforce Innovation and Opportunity Act (WIOA) program services to provide basic and individualized career services, transitional jobs, on-the-job training, vocational training as determined through a comprehensive career assessment and individual employment plan.

- 13) CONTRACTOR'S provision of WIOA funded services is contingent upon WIOA funding availability from the Department of Labor and Employment Development Department and the need and appropriateness of the participant as determined by a comprehensive career assessment conducted by CONTRACTOR.

COUNTY RESPONSIBILITIES:

- 14) The Jail Division Commander, or such other person as the County shall designate in writing, or an assignee of the County designee, shall be the liaison between CONTRACTOR and the COUNTY with respect to all communications, billing and invoicing necessary for the execution and performance of this contract.
- 15) COUNTY shall conduct necessary background checks on all personnel that the CONTRACTOR assigns to work in Tulare County detention facilities. Background checks must be completed on all CONTRACTOR personnel before placement into a county detention facility. The Sheriff reserves the right to refuse admittance to any CONTRACTOR personnel at his sole discretion.
- 16) The COUNTY shall immediately notify the CONTRACTOR of a decision to refuse admittance to any CONTRACTOR employee assigned to the detention facilities. CONTRACTOR will immediately remove the employee from the facility.
- 17) COUNTY will provide direction to CONTRACTOR employees in the event of any disturbances or security related incidents while such employees are inside the detention facilities. CONTRACTOR employees will immediately follow the directions of correctional staff in such circumstances.
- 18) COUNTY designated watch commander will resolve immediate disputes involving jail staff and the CONTRACTOR in matters such as work location and security measures.
- 19) The COUNTY will provide ingress/egress, subject to security requirements, for the CONTRACTOR employees at all county detention facilities within the scope of this agreement.
- 20) Identify 8-12 inmates that qualify for the program on a weekly basis.
- 21) Rotate units and class times on a weekly basis.
- 22) Create participant rosters on a weekly basis.
- 23) Interview inmate and the inmate signs the Program Overview Agreement form.
- 24) Administer the job readiness assessment (pre-test) to determine skill levels and needs related to being work ready.
- 25) Keep records of inmate participant's demographics, attendance, and assessment scores.

26) Reports to be made available to the CONTRACTOR upon request.

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**EXHIBIT B
 PAYMENT FOR SERVICES**

**Tulare County Sheriff's Office
 PEC - Pathways to Employment Connection
 January 6th, 2019 through June 30th, 2020**

	<u>FY 18/19 Budget</u>	<u>FY 19/20 Budget</u>
Salaries and Benefits		
30% of 1 FTE Inmate Programs Specialist	7,241	16,089
1 FTE Inmate Programs Specialist (AB109 funding)	21,371	62,272
Total Salary and Benefits:	<u><u>\$28,612</u></u>	<u><u>\$78,361</u></u>
Administrative Expenses		
Office Supplies & Misc. Expense	536	1,072
Total Administrative Expenses:	<u><u>\$536</u></u>	<u><u>\$1,072</u></u>
Program Expenses		
Program Materials	150	300
Sub-Contractors - WIB	37,151	74,302
Total Program Expenses:	<u><u>\$37,301</u></u>	<u><u>\$74,602</u></u>
AB109 Costs - 001-240-2508	21,371	62,272
IWF Costs - TF 430	45,078	91,763
Total Costs:	<u><u>\$66,449</u></u>	<u><u>\$154,035</u></u>

EXHIBIT C
PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

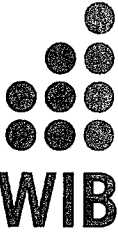
CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*



Workforce Investment Board
OF TULARE COUNTY
Driving Economic Success

Workforce Investment Board of Tulare County Resolution

Whereas, the Workforce Investment Board of Tulare County Board of Directors is the governing body for the Workforce Investment Board of Tulare County (WIB), a private nonprofit corporation doing business in the State of California, and

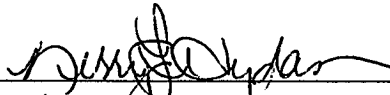
Whereas, the WIB Board of Directors has designated Adam Peck as the Executive Director and official representative of the WIB, and

Whereas, the WIB Board of Directors authorizes the Executive Director to enter into all contracts, agreements, memoranda of understanding, and other arrangements that advance the mission of the WIB and are consistent with WIB policies,


Now, therefore, be it resolved that Adam Peck is authorized to sign all contracts, agreements, memoranda of understanding, and other documents, including all exhibits and assurances contained therein, and any amendments thereto, and to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to WIB programs.

This resolution is in full force and effect as of July 11, 2018 and will be renewed annually thereafter.

APPROVED BY
WORKFORCE INVESTMENT BOARD
MINUTES OF 07-11-2018

Signed:  Date: 7/24/18
Board Chair

Signed:  Date: 7-24-18
Board Vice Chair

Attest:  Date: 7/31/18
Executive Director