

**Standard Agreement
for Professional Services between
El Dorado County Office of Education
and
County of El Dorado Probation Department
July 1, 2016 – June 30, 2018**

This agreement for professional services is made and entered into by and between the El Dorado County Office of Education, hereinafter referred to as "EDCOE," having its principal office at 6767 Green Valley Road, Placerville, California 95667 and **County of El Dorado Probation Department**, hereinafter referred to as "CONTRACTOR", having its principal office at **3974 Durock Road, Ste. 205, Shingle Springs, CA 95682**, each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, the terms "El Dorado County Office of Education", "County Office", or "EDCOE" shall mean both the Superintendent and the El Dorado County Board of Education, their officers, employees, representatives, and agents in their respective employment and oversight capacities of the El Dorado County Office of Education.

WHEREAS, certain students on probation need additional support services to function in the public schools; and

WHEREAS, EDCOE is authorized under Chapter 6.5 of the Education Code, Section 1980 et seq. to enroll and provide for education of children through a Court School Program; and

WHEREAS, these additional services are to be provided through the El Dorado County Court School Program;

WHEREAS, CONTRACTOR is qualified and desire to provide such services.

WHEREAS, EDCOE desires CONTRACTOR to provide such services.

Whereas, the Parties warrant that they have had the opportunity to obtain advice of counsel throughout the negotiations leading to the preparations and execution of this Agreement, and have read it carefully and understand its terms and consequences.

AGREEMENT

NOW, THEREFORE, in consideration of the acts and promises contained herein the Parties agree the CONTRACTOR shall work in partnership with and based on the guidance of EDCOE to fulfill the deliverables and benchmarks identified below and in the referenced appendices:

I. SCOPE OF WORK

CONTRACTOR agrees to take all steps and do all things reasonable and necessary to perform and complete in a good and workmanlike manner the project work of:

- A. To review the case of each student referral by EDCOE and to determine and certify whether or not the student comes within the provisions of 601 and/or 602 of the Welfare and Institutions Code.
- B. To review the case of each student that has been certified to EDCOE as coming within the provisions of 601 and/or 602 of the Welfare and Institutions Code every six (6) months to determine whether or not such student should be recertified. The parent(s) / guardian(s) of each student so reviewed shall be informed by the C.A.R.E. Team at the time of each review.
- C. To provide clerical services necessary for the enrollment of students in the El Dorado County Charter Community Schools Intervention Program pursuant to 1981(c) of the California Education Code. CONTRACTOR clerical staff will maintain adequate records of all students certified hereunder and enrolled in the Charter Community Schools Program.
- D. To provide general supervision and/or follow-up as may be determined by individual student needs.
- E. Any equipment purchased with money received by CONTRACTOR through this agreement will remain the property of CONTRACTOR.
- F. The Deputy Probation Officer assigned to the C.A.R.E. Team will participate in making the final determination whether the casework plan recommended by the C.A.R.E. Team meets the youth's needs.
- G. The term of the agreement is from July 1, 2016 through June 30, 2018.
- H. The CONTRACTOR officer or employee with responsibility for administering this Agreement is **Brian J. Richart, Chief Probation Officer**, or successor.

II. CONTRACT PERIOD

The contract period will be July 1, 2016 through June 30, 2018, or upon the completion of obligations stated herein whichever occurs first. This contract can be terminated by either party with 30 days written notice. EDCOE and the CONTRACTOR may extend or amend this contract by mutual written consent. CONTRACTOR acknowledges that this agreement is made possible by state, federal or grant funding to EDCOE. EDCOE reserves the right to terminate or amend the contract at any time based on funding changes.



III. FEE SCHEDULE

For services outlined above, EDCOE agrees:

- A. To pay CONTRACTOR at a rate of One Hundred Dollars (\$100) per unit of average daily attendance as defined by Education Code Section 46300 for each school year generated pursuant to Education Code Section 1981(c) from each student, who is within the provisions of 601 and/or 602 of the Welfare and Institutions Code, referred by CONTRACTOR to EDCOE and enrolled in the Charter Community School Intervention Program. Total payment to CONTRACTOR by EDCOE for the 2016-17 school year shall be made by June 30, 2017. Total payment to CONTRACTOR by EDCOE for the 2017-18 school year shall be made by June 30, 2018.
- B. For the number of instructional days in 2016-17 and 2017-18 to provide appropriate educational programs for any youth coming within the provisions of 601 and/or 602 of the Welfare and Institutions Code who is referred by CONTRACTOR and enrolled in the El Dorado County Court School Program.
- C. To provide at meetings between CONTRACTOR and EDCOE (referred to as C.A.R.E. meetings) that information necessary to evaluate any youth referred by CONTRACTOR and enrolled in the El Dorado County Court School Program.
- D. EDCOE shall have no right to control, supervise, or direct the methods by which CONTRACTOR provides probation services under this program.
- E. Fee is not to exceed this Agreement amount. A completed W-9 Form per format in Appendix II shall be completed and delivered to EDCOE prior to any payment made. Payment shall be made annually upon delivery of an invoice in the name of EDCOE using the prescribed expenditure reporting format in Appendix I and a detailed schedule of work completed. EDCOE shall require confirmation of the work completed and approval of the invoice by EDCOE prior to payment. Payment is due to CONTRACTOR no later than 60 days after receipt of invoice submitted to EDCOE, at 6767 Green Valley Road, Placerville, California 95667 as funding allows. CONTRACTOR acknowledges that this agreement is made possible by state, federal or grant funding to EDCOE and payments may be delayed if funding is not received in a timely manner.

IV. DEFAULT, TERMINATION AND CANCELLATION

In the event of termination for reasons other than cause, EDCOE will pay Contractor for work done up to the time of termination. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

- A. Termination Without Cause: This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party, which shall be given either in person or by first-class mail to the address set forth herein below for the respective parties.



In the event of termination, EDCOE will pay for satisfactory services rendered prior to the effective date set forth in the Notice of Termination provided to CONTRACTOR, but in no event shall be obligated to pay more than for services rendered under the Agreement. Upon receipt of the Notice of Termination, CONTRACTOR shall promptly discontinue all services affected as of the effective date of the notice, and promptly deliver all deliverables, proprietary documentation and information of the EDCOE.

- B. Default: Upon either party's failure to perform any provision of this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than ten (10) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said ten-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gives notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice.
- C. Fiscal Considerations: The parties to this Agreement recognize and acknowledge that CONTRACTOR and EDCOE are political subdivisions of the State of California. As such they are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for services not budgeted in a given fiscal year. It is further understood that in the normal course of CONTRACTOR and EDCOE business, they will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, CONTRACTOR and EDCOE, as the case may be, shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall automatically terminate and the Parties released from any further liability hereunder.

In addition to the above, should the Board of Supervisors of EDCOE, during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any department for which services to be performed, pursuant to this paragraph in the sole discretion of the CONTRACTOR and EDCOE, as the case may be, this Agreement may be deemed canceled in its entirety subject only to payment for services satisfactorily performed prior to cancellation.

V. AMENDMENT TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized representatives of the parties.



VI. EXPENSES/INCIDENTALS/TRAVEL REIMBURSEMENTS

Expenses/incidentals/travel reimbursements require preapproval by EDCOE. Expenses/incidentals require a receipt to be submitted with invoice per format in Appendix I. Travel reimbursements require the dates, locations, and miles driven and be submitted with invoice.

VII. INDEPENDENT CONTRACTOR

This is an independent contractor agreement. EDCOE shall bear no responsibility for the payment of wages and benefits to any person providing services under this Agreement. It shall be the sole responsibility of the CONTRACTOR to pay wages or salary and employee benefits and to withhold taxes unemployment insurance or pay other insurance premiums, including workers' compensation insurance.

VIII. OWNERSHIP

EDCOE shall own all rights, title, and interest to all information, documents, data, content, software, or other intellectual property developed in accordance with this Agreement. All materials and publications developed under this Agreement will be attributed to EDCOE and will include EDCOE's logo and other identification as agreed upon by the parties.

IX. INDEMNIFICATION AND HOLD HARMLESS/INSURANCE

EDCOE agrees to indemnify, defend and hold harmless the CONTRACTOR and his officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of EDCOE, and EDCOE's officers, agents and employees, in performance of this contract.

The CONTRACTOR agrees to indemnify, defend and hold harmless EDCOE and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of the CONTRACTOR, and the CONTRACTOR's officers, agents and employees, in performance of this contract.

Both parties agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000.00 per claim/occurrence, and \$2,000,000.00 in the aggregate. The insurance or coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages. To the full extent of the parties' respective indemnity obligations, but only up to the agreed limit of liability set forth above, the parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees, with such coverage to be provided on a "primary" basis. With respect to such coverage[s], each party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.



The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of or their respective rights, privileges, or obligations existing under this Agreement.

X. DISCRIMINATION

With respect to all issues associated with this Agreement, the parties and their directors, officers, employees, agents, volunteers and guests shall not discriminate on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran.

XI. SEVERABILITY

The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

XII. WAIVER

No delay or omission by EDCOE or the CONTRACTOR in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision of this Agreement, shall be effective in any event unless it is in writing, designated a waiver, and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose for which it is given.

XIII. GOVERNING LAW

This Agreement shall be construed in accordance with, and the rights and duties of the parties hereto shall be governed in all respects by, the laws of the State of California.

XIV. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, understandings, and communications between the EDCOE and the CONTRACTOR, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the agreement between EDCOE and the CONTRACTOR and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither of them, nor anyone acting on their behalf, made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

XV. CONFLICT

In the event of a dispute arising under this Agreement, the CONTRACTOR and EDCOE Superintendent, or their jointly agreed representatives, shall meet to resolve the conflict. If they are unsuccessful in their attempt to resolve the dispute, the matter shall be submitted to binding arbitrator, of the parties' choosing or upon appointment by a Court, with the arbitrator directed to resolve the dispute in the most efficient and cost effective manner. In addition to any damages properly awarded to the prevailing party, attorneys' fees and costs shall also be awarded upon a finding by the arbitrator that the losing party's position was not made or continued in good faith and with reasonable cause or justification.



XVI. NOTICES

Any notice or other correspondence required to be given under this Agreement by either Party to the other may be effected by personal delivery in writing, or by registered or certified mail, postage prepaid with return receipt requested. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received three days after affixed postmark. Notices and correspondence to CONTRACTOR shall be delivered to it as follows:

For EDCOE:

Robbie Montalbano, Deputy Superintendent
El Dorado County Office of Education
6767 Green Valley Road
Placerville, CA 95667

For CONTRACTOR:

Brian J. Richart, Chief Probation Officer
County of El Dorado
3974 Durock Road, Ste. 205
Shingle Springs, CA 95682

The parties hereby agree to the terms of this agreement.

7-26-17

Robbie Montalbano, Deputy Superintendent

Date

-- COUNTY OF EL DORADO --

9/10/17

Brian J. Richart, Chief Probation Officer

Date

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

Dated: _____

By: _____
Deputy Clerk

By: _____
Chair
Board of Supervisors
"County"

Date: _____

