



County of Solano

CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:
6689/6682

SUBJECT ACCOUNT:
2250

1. This Contract is entered into between the County of Solano and the Contractor named below:

SOLANO COUNTY OFFICE OF EDUCATION

CONTRACTOR'S NAME

2. The Term of this Contract is:

March 1, 2019 through June 30, 2021

3. The maximum amount of this Contract is:

\$190,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Payment Provisions

Exhibit C – General Terms and Conditions

This Contract is made on March 1, 2019




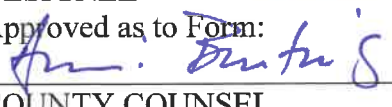
CONTRACTOR	COUNTY OF SOLANO
SOLANO COUNTY OFFICE OF EDUCATION	
CONTRACTOR'S NAME	 3/13/19 AUTHORIZED SIGNATURE DATED
	COUNTY ADMINISTRATOR
 2/11/19 SIGNATURE DATED	TITLE
TOMMY WELCH	475 UNION AVENUE
PRINTED NAME	ADDRESS
DEPUTY SUPERINTENDENT	FAIRFIELD CA 94533
TITLE	CITY STATE ZIP CODE
5100 Business Center Drive	Approved as to Content: 
ADDRESS	DEPARTMENT HEAD OR DESIGNEE
Fairfield CA 94534	Approved as to Form: 
CITY STATE ZIP CODE	COUNTY COUNSEL

EXHIBIT A
SCOPE**1. PURPOSE**

The purpose of this Contract is to establish responsibilities and procedures related to the Vocational/Employment services provided to minors detained at the Juvenile Detention Facility or otherwise under the jurisdiction of the Solano County Probation Department. This Agreement establishes a formal relationship between Solano County Office of Education (SCOE) and Solano County Probation Department (Probation) for the purpose of providing students in Juvenile Court and Community Schools (JCCS) an "Introduction to Construction Trades" course.

SCOE and Probation have a common interest in supporting the development of career and college readiness for the students in the JCCS. Career and technical education (CTE) provides young people with the skills and knowledge to pursue postsecondary goals and options for students who might otherwise be at risk of leaving high school. CTE programs and pathways reduce dropout and increase postsecondary success. It also increases the odds of youth obtaining employment following release.

The Construction Trades course in the JCCS will provide students with valuable experience that will support them in seeking employment. The program is planned for the Juvenile Detention Facility (JDF) and for the Golden Hills Community School (GH). Students that have started the program at JDF and are subsequently released will be able to access and complete the program at GH.

The "Introduction to Construction Trades" course will be operated at the JDF and youth that are released can continue the program through Golden Hills Community School. The "Introduction to Construction Trades" course is a three-semester program that provides an overview and introduction to the trades. Students are introduced to calculation and characteristics of materials, carpentry, framing, basic electrical wiring, welding, and plumbing. Students learn about the construction trades and construction careers. Coursework is project-based, providing students with opportunities to develop teamwork and project management skills. Students demonstrate responsibility for personal and occupational safety on the job site and have the opportunity to obtain Occupational Safety and Health Administration (OSHA) certifications verifying their competence.

2. RESPONSIBILITIES OF THE PROBATION DEPARTMENT**County will:**

- A. Provide necessary equipment to include office space, furniture, supplies, and equipment, including but not limited to a desk, chair, paper, copier, telephone, fax and

computer as is necessary for the Office of Education to provide services under this Contract. The computer shall be connected to the Office of Education network.

- B. Fund the CTE instructor.
- C. Provide space and power source for the equipment at JDF.
- D. Provide student supervision during the course.
- E. Provide transportation and supervision during collaboratively planned field trips.
- F. Probation leads, directs, and makes final decisions related to safety procedures during the course, and during entering and exiting the designated course space.
- G. Probation makes final decisions on student participation at the JDF site, specifically regarding acceptance and termination from the program.

RESPONSIBILITIES OF THE OFFICE OF EDUCATION

SCOE will:

- A. Provide space for the course at Golden Hills
- B. Provide program supervision and oversight
- C. Provide a CTE qualified instructor to work three days a week for two hours per day at Golden Hills and two hours at JDF with one hour for prep and travel between the sites.
- D. Recruit guest speakers for the course, organize field trips, etc.
- E. Provide necessary equipment, tools and supplies.
- F. Provide program completion certificate and/or certified hours of training as completed.
- G. Assist with on the job training or employment placement where appropriate and available.

3. MUTUAL RESPONSIBILITIES

Both parties will:

- A. Abide by all applicable requirements as set forth in federal and state laws and regulations and adhere to all applicable county and/or department policies and

procedures.

- B. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this CONTRACT, including the exchange of information with any third-party service providers.
- C. Establish appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable federal and state laws and regulations.
- D. Appoint liaisons to coordinate services, communicate and address areas of concern, and monitor performance of services under this Contract.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum compensation for activities performed by the Office of Education shall not exceed \$190,000. The Office of Education will claim reimbursement costs monthly, on or by the twentieth calendar day of each month, to ensure that expenditures related are recorded in the proper period. Claims will be in the form of an invoice accompanied by an excel spreadsheet to reflect detailed costs. The Probation Department will be responsible to maintain a claim file that includes all underlying supporting documentation.

2. METHOD OF PAYMENT

The Office of Education will prepare and submit a reimbursement journal entry along with each monthly claim to the Probation Department.

Within 30 days of submission of the Office of Education's monthly claim, and upon approval of the Probation Department's representative, Probation Department will sign the journal entry and forward to the Auditor-Controller's Office for processing to reimburse the Office of Education monthly in arrears for program costs incurred the prior month.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CONFIDENTIALITY

Pursuant to Welfare and Institutions Code §5328 respecting confidentiality of records, including, but not limited to mental health records, and to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties shall without client's written permission:

- Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State.
- Not use client specific information for any purpose other than carrying out their obligations under this Contract.

2. CHILD/ADULT ABUSE

Parties warrant that they are knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code §11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code §15600 et seq.) requiring reporting of suspected abuse.

3. WARRANTY

Both parties warrant that its employees and any volunteers associated with the project:

- Are at least 21 years of age; and
- Have completed and passed a criminal background check, including being fingerprinted; and
- Have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude; and
- Meet all State of California standards, including any training and continuing professional education requirements associated with their employment and/or certification held.

4. DISPUTES

In the event a disagreement occurs, both parties agree that the County Administrator may exercise final authority, including, but not limited to interpretation of the Contract.

5. OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

The parties' obligation under this Contract is subject to the availability of authorized State and/or County funds. The parties may terminate the Contract, or any part thereof, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the parties may, upon written notice, terminate this Contract in whole or in part.

6. TERMINATION

Each party shall have the right to terminate this Contract upon ninety days prior written notice to the other party.

7. INDEMNIFICATION**A. County to indemnify SCOE**

- i. County agrees to indemnify, defend, protect, hold harmless, and release SCOE, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'SCOE'), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of County in the performance of this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- ii. At its sole discretion, SCOE may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Section. SCOE shall notify County within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, SCOE's failure to notify County within said thirty (30) day time limit shall not relieve County of any obligation imposed by this Section unless County has been actually prejudiced by such delay.

B. SCOE to indemnify County

- i. SCOE agrees to indemnify, defend, protect, hold harmless, and release the County, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'County') from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of SCOE in connection with this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- ii. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve SCOE of any obligation imposed by this Section. County shall notify SCOE within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, County's failure to notify SCOE within said thirty (30) day time limit shall not relieve SCOE of any obligation imposed by this Section unless SCOE has been actually prejudiced by such delay.

C. Each Party to defend itself for concurrent claims

County agrees to defend itself, and SCOE agrees to defend itself, from any claim, action or proceeding arising out of the negligent act or omission or willful misconduct of County and SCOE in the performance of this Agreement. In such cases, County and SCOE agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph 5 below.

D. Joint Defense

Notwithstanding subparagraph 3 above, in cases where County and SCOE agree in writing to a joint defense, County and SCOE may appoint joint defense counsel to defend the claim, action or proceeding arising out of the negligent act or omission or willful misconduct of SCOE and County in the performance of this Agreement. Joint defense counsel shall be selected by mutual agreement of County and SCOE. County and SCOE agree to share the costs of such joint defense and any agreed settlement in equal amounts. County and SCOE further agree that neither Party may bind the other to a settlement agreement without the written consent of both County and SCOE.

8. INSURANCE

- A. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all consultant, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.
- B. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

9. NOTICES

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Parties shall be addressed to the other Parties at the addresses set forth on the first page of this Contract. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received

on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

10. ENTIRE AGREEMENT

This Contract including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by parties other than those contained.