

## PERSONAL SERVICES AGREEMENT

### **PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT FOR THE PROVISION OF A CASE MANAGER FOR THE STEP-UP PROGRAM**

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Shasta-Tehama-Trinity Joint Community College District ("Shasta College") for the purpose of providing case management services for the Shasta-Tehama Education Program – Unified Partnership ("STEP-UP") Program (collectively, the "Parties" and individually a "Party").

#### **Section 1. RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall:

- A. Provide individual and group case management services to all STEP-UP students, up to a maximum of 50 students at any given time, by providing a Case Manager. The responsibilities of the Case Manager shall include:
  - 1. Interfacing with Shasta College programs, law enforcement, and community support services to build pathways between incarceration, college, and supportive reentry services.
  - 2. Meeting with STEP-UP students individually and as a cohort on a monthly basis.
  - 3. Communicating and facilitating STEP-UP student participation in needed supportive services, such as: academic tutoring, soft skills workshops, cohort study groups, summer/winter bridge programs, and achievement celebrations.
  - 4. Assisting STEP-UP students in mitigating barriers such as accessing transportation, housing, food, and addiction recovery services.
  - 5. Working closely with Shasta College's Program Manager to interface and build relationships with campus staff and faculty to ensure a seamless continuum of services for STEP-UP students.
- B. Determine appropriate schedule for the Case Manager.

#### **Section 2. RESPONSIBILITIES OF SHASTA COLLEGE.**

Pursuant to the terms and conditions of this agreement, Shasta College shall compensate County as prescribed in sections 3 and 4 of this agreement.

**Section 3. COMPENSATION.**

- A. County shall be reimbursed up to \$59,110 for actual costs of salary and benefits for the Case Manager described in Section 1.
- B. Shasta College shall pay to County a maximum of \$59,110 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$59,110.

**Section 4. BILLING AND PAYMENT.**

County shall submit to Shasta College quarterly by the 15<sup>th</sup> of the month following the last month of the quarter of services prescribed in Section 1, an itemized statement or invoice of services rendered. Shasta College shall make payment within 20 days of receipt of County's correct and approved statement or invoice. For the purposes of effectuating payment of compensation, this provision shall survive the termination or expiration of this agreement.

**Section 5. TERM OF AGREEMENT.**

This agreement shall commence as of May 10, 2018 and shall end May 9, 2019. Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for the County's responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Shasta College in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If either Party materially fails to perform either Parties' responsibilities under this agreement to the satisfaction of either Party, or if either Party fails to fulfill in a timely and professional manner its obligations under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the Party not in breach of the agreement shall have the right to terminate this agreement for cause effective immediately upon giving written notice to the Party in breach of the agreement. If termination for cause is given by County to Shasta College and it is later determined that Shasta College was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 30 days' written

notice. Shasta College shall pay County for all work satisfactorily completed prior to the effective date of termination.

- C. Shasta College may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement. In such event, Shasta College shall pay County for all work satisfactorily completed prior to the effective date of termination.
- D. County's right to terminate this agreement may be exercised by its Chief Probation Officer.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Parties shall be entitled to no other benefits other than those specified herein. Each Party specifically acknowledges that in entering into and executing this agreement, each Party relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Shasta College and the Chief Probation Officer, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Shasta College may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

Both Parties shall, during the entire term of this agreement, be construed to be independent contractors, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow

either Party to exercise discretion or control over the professional manner in which the other Party performs the work or services that are the subject matter of this agreement.

**Section 10. INDEMNIFICATION.**

Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

**Section 11. INSURANCE COVERAGE.**

Shasta College and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability and workers' compensation insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Shasta College or if any lawsuit is instituted concerning Shasta College's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Shasta College shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Shasta College shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Shasta College shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and

AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Shasta College represents that Shasta College is in compliance with and agrees that Shasta College shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by County under this agreement shall be used by County for sectarian worship, instruction, or proselytization. No funds or compensation received by County under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

**Section 14. LICENSES AND PERMITS.**

Shasta College, and Shasta College's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 15. PERFORMANCE STANDARDS.**

County shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to County's work or services.

**Section 16. CONFLICTS OF INTEREST.**

Shasta College and Shasta College's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 17. NOTICES.**

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Shasta County Probation Department  
Tracie Neal, Chief Probation Officer  
2684 Radio Lane  
Redding, CA 96001

If to Shasta College: Shasta-Tehama-Trinity Joint Community College District  
Joe Wyse, Superintendent/President  
P.O. Box 496006  
Redding, CA 96049

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 17.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 18. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 19. COMPLIANCE WITH POLITICAL REFORM ACT.**

Shasta College shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Shasta College to disclose financial interests and to recuse from influencing any County decision which may affect Shasta College's financial interests. If required by the County's Conflict of Interest Code, Shasta College shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 20. PROPERTY TAXES.**

Shasta College represents and warrants that Shasta College, on the date of execution of this agreement, (1) has paid all property taxes for which Shasta College is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Shasta College shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 21. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall



remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 22. CONFIDENTIALITY.**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 23. USE OF COUNTY PROPERTY.**

Shasta College shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Shasta College's obligations under this agreement.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, County and Shasta College have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
Les Baugh, Chairman  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

\_\_\_\_\_  
By: David M. Yerton, Jr. Date  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

\_\_\_\_\_  
By: James Johnson Date  
Risk Management Analyst III

**SHASTA COLLEGE**

Date: 4/16/18

\_\_\_\_\_  
Morris Rodrigue  
Assistant Superintendent  
Vice President of Administrative Services  
Shasta-Tehama-Trinity Joint Community College District