

**CONTRACT FOR SPECIAL SERVICES
BETWEEN THE COUNTY OF SAN LUIS OBISPO AND GOODWILL CENTRAL
COAST**

THIS CONTRACT is entered into this ___ day of _____, 2016, by and between the **COUNTY OF SAN LUIS OBISPO**, State of California (hereinafter referred to as "County") and **GOODWILL CENTRAL COAST**, an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has a need for special services and advice in Employment Coordination; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services:

A. Pursuant to this Contract, Contractor shall provide the following special services:

- i. Provide employment education through the form of workshops and classes that address the challenges inherent in employment after incarceration and provide assistance to those with a criminal background seeking employment.
- ii. Assist clients with creating and updating résumés.
- iii. Procure potential employers willing to employ those with a criminal history.
- iv. Attend job fairs to network to understand the current workforce and develop potential employers.
- v. Maintain statistical data as outlined by the Probation Department and provide the Probation Department with quarterly reports.
- vi. Provide services during times that can accommodate the schedules of participants, including evening and weekend hours.
- vii. Accommodate enrollment of participants at different intervals and be flexible to offenders returning after incarceration
- viii. Participate in case conferences with Probation Department staff.

B. Pursuant to this Contract, County agrees to:

- i. County shall make referrals of participants to Contractor to receive services.

2. Compensation.

Payments for services as performed by Contractor, pursuant to this Contract, shall be at the rate of \$31.25 dollars per hour not to exceed \$32,000.00 for each fiscal year. County

shall pay contractor within 30 calendar days after receipt of a statement of services that meets the billing requirements of paragraph 3.

3. Billing.

Contractor shall submit to the County, on a monthly basis, a detailed statement of services performed, which has been preapproved by a designated representative of the Probation Department. The statement of services shall include itemized services provided during that preceding period, including the number of hours of work performed.

4. Term of Contract.

The contract shall commence on July 1, 2016 for an initial term until June 30, 2107; and shall be automatically renewed under like terms for one (1) year periods thereafter, subject, however, to the rights of modification contained herein and the provisions of paragraphs 5 and 6. Termination of the Contract may be effectuated by the Chief Probation Officer without the need for action, approval or ratification of the Central Services Department or the Board of Supervisors.

5. Employment Status.

Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a matter consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

6. Equal Employment Opportunity.

During the performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on Contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

7. Warranty of Contractor for Provision of Services.

Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, Federal, State, and

Local laws and regulations applicable to the provision of services herein.

8. Warranty of Contractor – Compliance with all Laws.

Contractor warrants that Contractor shall keep informed of, observe, and comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this contract. If any conflict arises between provisions of the scope of work or specifications in this contract and any law, then Contractor shall immediately notify the County in writing.

9. Termination of Contract for Convenience of Either Party.

Either party may terminate this Contract at any time by giving to the other party sixty (60) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

10. Termination of Contract for Cause.

If Contractor fails to perform Contractor's duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this contract, or if Contractor shall violate any of the terms or provisions of this contract, or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County or Goodwill, then County shall have the right to terminate this contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to the Contractor under paragraph 5 above.

11. Power and Authority of Contractor.

If Contractor is a corporation, contractor represents and warrants that it is and will remain, throughout the term of this contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

12. Entire Agreement and Modification.

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this

Contract and no others.

13. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delete, or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublet without County's prior written consent shall be considered null and void.

14. Governing Law.

The Contract has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and such County shall be the venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract.

15. Enforceability.

If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

16. Force Majeure.

Neither the County nor Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall, as soon as reasonably possible, give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this contract.

17. Indemnification.

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

18. Insurance.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance.

Contractor shall maintain the following insurance with limits at least as broad as stated below, provided however that if Contractor maintains higher limits than the minimums shown below, the County requires and shall be entitled to coverage for the higher limits maintained by Contractor:

- i. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability (AL):** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation (WC):** WC 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. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

B. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status:** The County its officers, officials, **employees, and volunteers are to be covered as insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at

- least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
- ii. **Primary Coverage:** For any claims related to this contract, **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - iii. **Notice of Cancellation:** Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the County.
 - iv. **Failure to Maintain Insurance:** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
 - v. **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
 - vi. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - vii. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
 - viii. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:\
 1. **The Retroactive Date.** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. **Maintenance of Insurance.** Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
 3. **Cancellation or Renewal.** If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
 - ix. **Separation of Insureds:** All liability policies shall provide cross-liability

coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

- x. **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

C. Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County Probation Manager
Attention Wendy White Business manager
1730 Bishop Street,
San Luis Obispo, CA 93408

- D. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

19. Records.

- A. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or Government regulation and shall make such records available to County upon request for a period of three (3) years from the date of submission of the final payment request.
- B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
- C. Contractor shall prepare and forward such additional or supplementary records as the County may request.

20. Accounting.

- A. Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.
- B. Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.
 - i. Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

- ii. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.
- iii. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.
- iv. Contractor shall make accounting records and supporting documentation available on demand to the County and for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

21. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Probation Department, Casa Loma Building-Finance Unit,
1730 Bishop Street,
San Luis Obispo, CA 93408

and for the Contractor:

Goodwill
c/o Allison Schiavo
880 Industrial Way
San Luis Obispo, CA 93401

22. Cost Disclosure Documents and Written Reports.

Pursuant to Government Code Section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

23. Conflicts of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract, nor has any County officer or employee been employed or retained to solicit or aid in the procuring of the Contract or be employed in the performance of the such contract without immediate disclosure of such fact to the

County. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.

24. State Audit.

Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

25. Reports.

If required, written reports shall be submitted monthly by the Contractor to County by the 10th of each month succeeding the month within which the report is concerned. The Report shall describe the work performed, personnel involved and accomplishments made during the preceding months, plus any problems anticipated in performing said work in the future.

26. Findings Confidential.

No reports, maps, information or documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

27. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person.

28. Equipment and Supplies.

Contractor will provide all necessary equipment and supplies as required in order to carry out the terms of this Contract.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

CONTRACTOR
Goodwill

COUNTY OF SAN LUIS OBISPO

By: Edward J. Dunbar
Title: President / CEO
Dated: 8/10/2016

By: [Signature]
Title: Chief
Dated: 8/19/16

Approved as to form and legal effect:

RITA L. NEAL
COUNTY COUNSEL

By: 
Deputy County Counsel

Dated: 7/29/16

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: _____
Chair, Board of Supervisors

Dated: _____

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Dated: _____