Subject: Contract with the CSU, Chico Research Foundation for Student Legal Research Assistants (LRAs)

Department: Sheriff-Coroner

Contact: B. Callas Phone: 530.538.2861

Meeting Date Requested: June 25, 2019

Regular Agenda □ Consent Agenda ☒

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

The Butte County Jail is required to offer inmates LRAs, which assist inmates with legal research via computer searches and library book searches in the Jail Law Library. LRAs staff the Jail Law Library an average of 56 hours per week, and inventory Jail law books and research materials as well as conduct material updates as appropriate.

The Sheriff’s Office recommends entering into a contract with the CSU, Chico Research Foundation for LRAs. The term of the contract is July 1, 2019 through June 30, 2020, not-to-exceed $55,229.

Fiscal Impact:

Not-to-exceed $55,299 annually.

Personnel Impact:

Does not apply.

Action Requested:

Approve contract and authorize the Chair to sign.

Administrative Office Review: Andy Pickett, Deputy Chief Administrative Officer

Revised: April, 2019
Contract for Legal Research Assistants

This Contract for Legal Research Assistants is effective July 1, 2019 and is entered into by and between the County of Butte (“County”), a Political Subdivision of the State of California and The CSU, Chico Research Foundation (“Foundation”), a California non-profit public benefit corporation and an auxiliary organization of California State University, Chico.

1. **Engagement.** County engages Foundation and Foundation accepts engagement by County to perform those services (“the Services”) described on the attached Exhibit A. Foundation agrees to undertake, perform and complete in a thorough, good and professional manner the Services.

2. **Compensation.** As and for compensation for performance by Foundation of the Services, County shall pay to Foundation the amounts set forth on the attached Exhibit B, which amounts shall be paid in the manner described on the attached Exhibit B.

3. **Term.** The term of this Contract shall commence on July 1, 2019 and shall continue through June 30, 2020 as more particularly described on the attached Exhibit A, or until terminated as set forth below. The parties acknowledge and agree that time is of the essence. Should either party default in the performance of this Contract or materially breach any of its provisions, the non-breaching party may terminate this Contract by giving written notification to the breaching party.

4. **Termination.** Termination shall be effective immediately upon receipt of said written notification, or five days after mailing of said notification, whichever occurs first. For purposes of this section, material breach of this Contract shall include, but shall not be limited to, the following: Failure of Foundation to perform the Services in the manner and at the times required as set forth on the attached Exhibit A; nonpayment of compensation by County in the manner required of it under Exhibit B; or, bankruptcy or insolvency of either party. Notwithstanding the foregoing, in the event Foundation is unable to complete performance of the Services in the time specified on the attached Exhibit A because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other causes beyond the reasonable control of Foundation, then the term of this Contract shall be extended for a period equal to
the period of such cause for failure of Foundation to perform. Should any such event arise during the term of this
Contract, Foundation shall give County written notice of such event within a reasonable time following Foundation
becoming knowledgeable of such event and will advise County as reasonably as possible of the anticipated duration
of such event.

5. **Relationship of Parties.** County and Foundation intend and agree that Foundation, in performing
the Services, shall be and act as an independent contractor and shall have full and complete control of Foundation's
work and the manner in which it is performed. Foundation shall be and is free to contract or perform similar duties
for others during the term of this Contract, so long as such does not interfere with Foundation's performance of the
Services in the manner and at the times specified on the attached Exhibit A. Foundation is not and shall not be
deemed an agent or employee of County. County is interested only in the results of the work to be performed by
Foundation. Foundation will determine the method, details and means of performing the Services. Foundation may,
at Foundation's own expense, use employees or other subcontractors to perform the Services. Under no
circumstances shall Foundation look to County as Foundation's employer or as a partner, agent or principal.
Foundation shall not be entitled to any benefits accorded to County's employees including, without limitation,
workers compensation, disability insurance, vacation or sick pay. Foundation shall be responsible for providing, at
Foundation's expense and in Foundation's name, disability, workers compensation or other insurance as well as
licenses and permits usual or necessary for conducting the Services hereunder. Foundation shall pay, when and as
due, any and all taxes incurred as a result of Foundation's compensation hereunder, including estimated taxes.

6. **Indemnification.** Foundation shall defend, indemnify and hold harmless County, its officers,
employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or
damages arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss,
expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or
omissions of Foundation, its officers, agents or employees.

County shall defend, indemnify and hold harmless Foundation, California State University, Chico, Trustees of
the CSU, the State of California, its officers, employees and agents from and against any and all liability, loss, expense,
attorney's fees, or claims for injury or damages arising out of the performance of this Contract, but only in proportion to
and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from
the negligent or intentional acts or omissions of County, its officers, agents or employees.

7. **Arbitration.** Any controversy arising from this Contract or its breach shall be determined by three arbitrators appointed as set forth below:

   a. Within ten days after notice by either party to the other requesting arbitration and stating the basis of the party's claim, one arbitrator shall be appointed by each party. Notice of the appointment shall be given by each party to the other when made.

   b. The two arbitrators shall immediately choose a third arbitrator to act with them. If a party fails to select an arbitrator within the time allowed or if the two arbitrators fail to select a third arbitrator within ten days after their appointment, on application by either party the additional arbitrator shall be promptly appointed by the presiding judge of the Superior Court of the State of California in and for the County of Butte, acting as an individual. The party making the application shall give the other party ten days notice of the application.

   The arbitration shall be conducted under California Code of Civil Procedure sections 1280, et seq. Hearings shall be held in Butte County, California. All notices, including notices under Code of Civil Procedure section 1290.4, shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested, or by facsimile transmission with a confirmation copy delivered by mail. Notice shall be considered given three days after mailing. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

**COUNTY:**
Brad Stephens, Deputy  
Office of the County Counsel  
County of Butte  
25 County Center Drive  
Oroville, CA 95965  
Telephone: 530-538-7621  
FAX: 530-538-6891

**FOUNDATION:**
Matthew C. Bently, Esq.  
California State University, Chico  
Office of Research and Sponsored Programs  
25 Main Street  
Chico, California 95928-0870  
Telephone: 530-898-5700  
FAX: 530-898-6804

**NOTICE:** By initialing in the space below, you are agreeing to have any controversy arising from this Contract or its breach decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. If you refuse to
submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your Contract to this arbitration provision is voluntary.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING FROM THIS CONTRACT OR ITS BREACH TO NEUTRAL ARBITRATION.

County: ____
Initial

Foundation: ____
Initial

8. **Assignment.** Neither party may assign its rights or obligations under this Contract without the other party's prior written consent, which consent shall not be unreasonably withheld.

9. **Interpretation of Contract.**
   
   a. **Entire Contract.** This Contract and the exhibits attached hereto constitute the entire Contract between County and Foundation and supersede all prior discussions, negotiations and Contracts, whether oral or written. Any amendment to this Contract, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

   b. **Counterparts.** This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

   c. **Binding on Successors.** This Contract ensures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors and assigns.

10. **Captions, Joint and Several Liability, Controlling Law.** The captions heading the various sections of this Contract are for the convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires. If either party consists of more than one person, each such person shall be jointly and severally liable. This Contract shall be interpreted under California law and according to its fair meaning and not in favor of or against any party.
SIGNATURE FOLLOW ON PAGE 5

Executed on the date first set forth above at Butte, California.

COUNTY:
COUNTY OF BUTTE

By: ________________________________
Date: ______________

FOUNDATION:
THE CSU, CHICO RESEARCH FOUNDATION,
a California non-profit public benefit corporation

By: ________________________________
Date: ______________
EXHIBIT A
SCOPE OF WORK

I. Overview

The period of performance for this Contract is July 1, 2019 through June 30, 2020.

The CSU, Chico Research Foundation (Foundation) will provide the County of Butte (County) with student Legal Research Assistants (LRAs), under the supervision of California State University, Chico (CSU, Chico) Professor Sally Anderson.

II. LRAs

A. LRA Qualifications

1. LRAs shall be current or continuing students enrolled at CSU, Chico who are working on or who have completed some of the course work in the Paralegal Certificate/Option Program, with legal research experience, and have been cleared by the County to work in the County Jail (Jail).

2. Foundation and County may mutually agree upon other qualifications or conditions as necessary regarding LRAs.

B. LRA Services

1. LRAs shall assist Jail inmates (Inmates) with legal research and shall conduct searches for those Inmates on the computer or with the books in the Jail law library (Law Library).

2. LRAs shall determine on a weekly basis the inventory of the law books and research materials, such as computer databases, and update such books and materials when updates/supplements are available. LRAs will notify responsible Jail management of books or materials that are missing or destroyed.

3. Law Library will be staffed by LRAs up to an average of 56 hours/week, between 9:00 a.m. and 9:00 p.m., excluding mealtimes or scheduled activities for the duration of this Contract.

III. Jail Responsibilities

1. Jail shall provide LRAs with use of Law Library and access to Inmates who want to utilize the Services of LRAs.

2. Interviews and correspondence between the LRAs and Inmates shall be treated as privileged attorney-client communications and shall be confidential.

3. LRAs shall be provided with prompt access to Law Library and should not have to wait more than five to ten minutes to enter Jail.

4. Jail may conduct reasonable searches on LRAs. Such searches shall be conducted in a professional
manner and shall not be done in the presence of Inmates or other non necessary staff. LRAs shall not be searched as a part of the training of Jail personnel. Searches shall be conducted by an officer of the same gender as the LRA. Deputies of either gender may conduct Metal Detection wand only (no physical contact) searches on LRAs of the opposite gender.

5. Inmates shall be promptly brought and removed from Law Library when requested by the LRAs. “Promptly” is defined as no later than 15 minutes after LRA’s request.

6. Security measures shall be implemented to provide for the safety and security of LRAs consistent with the security provided to County employees, including the ability to contact Jail staff immediately if necessary.

7. No more than two (2) Inmates of like classification may be permitted in any one of the facilities of Law Library at any one time.

8. Non-compatible Inmates shall not be brought to use Law Library at the same time.

9. Jail will discipline Inmates who are found to have violated Jail policies while in Law Library, including improper conduct directed at LRAs, and the destruction of Law Library books, supplies and computer equipment.

10. Foundation and County may mutually agree upon other restrictions or conditions as necessary regarding Inmates.

IV. County Responsibilities

1. County shall compensate Foundation as set forth in Exhibit B for Services of LRAs.

2. County shall also be responsible for costs, upkeep and repairs of the Law Library books, computer equipment, CD-ROM units, printers, typewriter and the like. County shall schedule maintenance and repairs of equipment in a timely manner, no later than 48 hours after LRA’s request is made.

3. County shall also be responsible to provide all computer and copy paper required for Law Library to function. Paper shall be ordered no later than 24 hours after LRA’s request is made.

4. County shall also be responsible to underwrite a subscription, either CD or internet based, that will provide access to current codes and cases for federal law and the state of California, the United Stated Supreme Court and the United States Court of Appeals, 9th Circuit.
The County of Butte ("County") shall reimburse The CSU, Chico Research Foundation ("Foundation") for Foundation’s actual costs of performance of the Services set forth in Exhibit A.

Wages paid to LRA’s by Foundation shall not exceed the greater of $12.00 per hour or the then applicable legally required minimum wage for the period 7/1/19 through 12/31/19. Wages paid to LRA’s by Foundation shall not exceed the greater of $13.00 per hour or the then applicable legally required minimum wage for the period 1/1/20 through 6/30/20.

Fringe benefits, when averaged over the term of this Contract, are not expected to exceed 8.81% of wages.

LRA’s operating expenses (copying, supplies, postage, mileage, etc.) are not expected to exceed $7,000.

Foundation’s actual costs shall include indirect costs calculated at the rate of 18.5% of wages, payroll taxes, and operating expenses for LRA’s.

The total amount to be paid by County to Foundation under this Contract shall not exceed $55,229.

Foundation will invoice County quarterly in arrears.