

A G R E E M E N T

THIS AGREEMENT, ("Agreement") is made and entered into this 18th day of August, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and KINGS CANYON UNIFIED SCHOOL DISTRICT, whose address is 1801 10th Street, Reedley, CA 93654, ("CONTRACTOR" or "KINGS CANYON USD").

W I T N E S S E T H:

WHEREAS, certain students attending KINGS CANYON USD are court wards on probation;

WHEREAS, COUNTY is unable to fund sufficient Deputy Probation Officer positions for the purpose of assignments to oversee students attending KINGS CANYON USD;

WHEREAS, KINGS CANYON USD desires that services from the Fresno County Probation Department be provided to students attending KINGS CANYON USD, and is willing to provide partial funding for that purpose; and

WHEREAS, COUNTY is able to fund the remaining costs for two (2) Deputy Probation Officers with Juvenile Justice Crime Prevention Act ("JJCPA") funds.

NOW, THEREFORE, in respect of mutual promises contained herein, the Parties agree as follows:

1. OBLIGATIONS OF FUSD:

KINGS CANYON USD shall compensate and remit payment to COUNTY, as provided herein, a total annual compensation amount not to exceed seventy-five thousand dollars (\$75,000) during the term of this Agreement, in accordance with Section 5, herein.

2. OBLIGATIONS OF COUNTY:

COUNTY shall assign two (2) Deputy Probation Officers to be responsible for ordinary probation services on a full-time basis at KINGS CANYON USD school sites while this Agreement is in effect and in force, as determined by mutual written agreement of KINGS CANYON USD and COUNTY's Chief Probation Officer,. COUNTY shall also make every effort to provide a Deputy Probation Officer to attend and participate in Mega School Attendance Review Board ("SARB") court hearings on a weekly basis.

1 The duties of the assigned Deputy Probation Officers shall be, but are not necessarily
2 limited to, the following:

3 A. Provide supervision of students on formal and informal probation attending
4 KINGS CANYON USD school sites, as determined by mutual written agreement of KINGS CANYON
5 USD and the Chief Probation Officer.

6 B. Operate in conjunction with officers of the Reedley and Orange Cove
7 Police Departments, as a Police/Probation Team that provides investigation and intervention services
8 concerning minors involved in delinquent activity on KINGS CANYON USD high school campuses.

9 C. Impose and monitor programs of informal probation and other dispositional
10 options for minors attending the high school campuses who commit crimes off campus, and who are
11 referred to the high school Police/Probation Team for intake services by the Probation Department
12 Intake Unit.

13 D. Work closely with school administrators and faculty to ensure school
14 attendance of students on probation attending the specified high schools.

15 E. Develop school-based intervention options, such as work projects, graffiti
16 paintouts, and other forms of community service, designed to hold minors attending the high schools
17 accountable for misconduct, and to prevent further entry into the juvenile justice system.

18 F. Attend regular interagency meetings of the participating agencies.

19 G. Assist in the cooperative effort of probation, police, and schools to closely
20 monitor and supervise juvenile probationers attending the high school campuses and help develop and
21 operate a spectrum of intervention and diversion programs designed to improve behavior in the
22 community, home, and school.

23 H. Promote youth development by introducing age-appropriate prevention
24 and intervention programs on selected KINGS CANYON USD elementary sites, which are designed to
25 promote positive behaviors in the community, home, and school through positive, proactive relationships
26 with Deputy Probation Officers.

27 3. TERM:

28 The term of this Agreement shall be for a period of one (1) year, retroactively

1 commencing on July 1, 2020, through and including June 30, 2021. This Agreement may be extended for
2 four (4) additional consecutive twelve (12) month periods upon written approval of both parties no later than
3 thirty (30) days prior to the day of the next twelve (12) month extension period. The Chief Probation Officer
4 or his or her designee is authorized to execute such written approval on behalf of COUNTY based on
5 CONTRACTOR'S satisfactory performance.

6 4. TERMINATION:

7 A. Without Cause – Either party may terminate this Agreement without cause by
8 giving at least thirty (30) days advance written notice of such termination to the other party.

9 B. Breach of Contract – Either party may immediately suspend or terminate this
10 Agreement in whole or in part, where in the determination of either party there is:

- 11 1) An illegal or improper use of funds;
- 12 2) A failure to comply with any term of this Agreement;
- 13 3) A substantially incorrect or incomplete report has been submitted.

14 The aggrieved party shall give written notice of such termination to the breaching
15 party.

16 In no event shall continued provision of services by COUNTY constitute a waiver by
17 COUNTY of any breach of this Agreement or any default that may then exist on the part of KINGS
18 CANYON USD. Neither shall continued provision of services by COUNTY impair or prejudice any
19 remedy available to COUNTY with respect to the breach or default.

20 C. Non-Allocation of Funds - The terms of this Agreement and any extensions, and
21 the services to be provided, are contingent on the approval of funds by the appropriating government
22 agency. If sufficient funds are not allocated, the services provided may be modified, or this Agreement
23 terminated at any time without penalty by giving KINGS CANYON USD thirty (30) days advance written
24 notice.

25 Upon any termination of this Agreement, COUNTY shall be compensated for all
26 services provided to KINGS CANYON USD, up to and including the date of termination based upon a
27 prorated amount: *i.e.*, the total financial obligation of KINGS CANYON USD to COUNTY under this
28 Agreement, as prorated, based upon amount of time that this Agreement is in effect compared to the

1 total term of this Agreement.

2 5. COMPENSATION/INVOICING:

3 As compensation to COUNTY for the performance of its services under this
4 Agreement, KINGS CANYON USD agrees to pay COUNTY, and COUNTY agrees to receive,
5 compensation as follows: KINGS CANYON USD shall pay to COUNTY a maximum annual compensation
6 amount not to exceed seventy-five thousand dollars (\$75,000), to be paid by KINGS CANYON USD to
7 COUNTY in four (4) payments of eighteen thousand, seven hundred fifty dollars (\$18,750), paid on or
8 about the dates of October 1, January 1, March 1, and June 1, for each year that the Agreement is in place.
9 In no event shall the maximum compensation amount payable to COUNTY by KINGS CANYON USD
10 collectively under this Agreement for the total potential five (5) year Agreement term exceed three hundred
11 seventy-five thousand dollars (\$375,000). COUNTY shall invoice KINGS CANYON USD as noted in this
12 section, addressed to: John Campbell, Superintendent/Chief Business Officer, 1801 10th Street, Reedley,
13 CA 93654. Payments by KINGS CANYON USD shall be made within forty-five (45) days of receipt of an
14 invoice for services provided by COUNTY.

15 6. INDEPENDENT CONTRACTOR:

16 In performance of the work, duties and obligations assumed by COUNTY under this
17 Agreement, it is mutually understood and agreed that COUNTY, including all assigned Deputy Probation
18 Officers, will at all times be acting and performing as an independent contractor, and shall be an employee
19 of COUNTY and not an employee or agent of KINGS CANYON USD. Furthermore, KINGS CANYON USD
20 shall have no right to control or supervise or direct the manner or method by which COUNTY shall perform
21 its work and function. However, KINGS CANYON USD shall retain the right to administer this Agreement
22 so as to verify that COUNTY is performing its obligations in accordance with the terms and conditions
23 thereof.

24 KINGS CANYON USD and COUNTY shall comply with all applicable provisions of law
25 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
26 thereof.

27 7. MODIFICATION:

28 Any modifications to this Agreement requested either by COUNTY or KINGS

1 CANYON USD may only be effected if mutually agreed upon in writing by duly authorized representatives
2 of the parties hereto. This Agreement shall not be modified or any rights of it waived except by such a
3 writing.

4 8. NON-ASSIGNMENT:

5 Neither COUNTY nor KINGS CANYON USD may assign, transfer or subcontract their
6 obligations under this Agreement or any rights hereunder without the prior written consent of the other
7 party.

8 9. HOLD HARMLESS:

9 KINGS CANYON USD agrees to indemnify, save, hold harmless, and at COUNTY's
10 request, defend COUNTY, its officers, agents, and employees from any and all costs and expenses,
11 damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the
12 performance, or failure to perform, by KINGS CANYON USD, its officers, agents, or employees under this
13 Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
14 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure
15 to perform, of KINGS CANYON USD, its officers, agents, or employees under this Agreement.

16 COUNTY agrees to indemnify, save, hold harmless, and at KINGS CANYON USD's request,
17 defend the KINGS CANYON, its officers, agents, and employees from any and all costs and expenses,
18 damages, liabilities, claims, and losses occurring or resulting to KINGS CANYON USD in connection with
19 the performance, or failure to perform, by COUNTY, its officers, agents, or employees under this
20 Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
21 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure
22 to perform, of COUNTY, its officers, agents, or employees under this Agreement.

23 In the event of concurrent negligence on the part of COUNTY or any of its officers,
24 agents or employees, and KINGS CANYON USD or any of its officers, agents, or employees, the liability
25 for any and all such claims, demands and actions in law or equity for such losses, fines, penalties,
26 forfeitures, costs and damages shall be apportioned under the State of California's theory of
27 comparative negligence as presently established or as may be modified hereafter.

28 This Section 9 shall survive termination or expiration of this Agreement.

10. INSURANCE

Without limiting COUNTY's right to obtain indemnification from KINGS CANYON USD or any third parties, KINGS CANYON USD, at its sole expense, shall maintain in full force and effect the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement throughout the term of this Agreement. Coverage by KINGS CANYON USD shall be provided for General Liability and Workers' Compensation. Upon request from COUNTY, KINGS CANYON USD shall provide certificates of insurance or self-insurance evidencing such coverage.

Without limiting KINGS CANYON USD's right to obtain indemnification from COUNTY or any third parties, COUNTY, at its sole expense, shall maintain in full force and effect the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement throughout the term of this Agreement. Coverage by COUNTY shall be provided for General Liability and Workers' Compensation. Upon request from KINGS CANYON USD, COUNTY shall provide certificates of insurance or self-insurance evidencing such coverage.

11. AUDITS AND INSPECTIONS:

COUNTY shall at any time during business hours, make available to KINGS CANYON USD for examination all of its records and data with respect to the matters covered by this Agreement. COUNTY shall, upon request by KINGS CANYON USD, permit KINGS CANYON USD to audit and inspect all of such records and data necessary to ensure COUNTY's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), COUNTY shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code section 8546.7).

12. NOTICES:

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
Chief Probation Officer
3333 E. American Ave., Suite B

KINGS CANYON USD
Superintendent
Kings Canyon Unified School District

Fresno, CA 93725

1801 10th Street
Reedley, CA

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3 All notices between the COUNTY and KINGS CANYON USD provided for or
4 permitted under this Agreement must be in writing and delivered either by personal service, by first-class
5 United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission.
6 A notice delivered by personal service is effective upon service to the recipient. A notice delivered by
7 first-class United States mail is effective three COUNTY business days after deposit in the United States
8 mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier
9 service is effective one COUNTY business day after deposit with the overnight commercial courier
10 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the
11 recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is
12 completed (but, if such transmission is completed outside of COUNTY business hours, then such
13 delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided
14 that the sender maintains a machine record of the completed transmission. For all claims arising out of
15 or related to this Agreement, nothing in this section establishes, waives, or modifies any claims
16 presentation requirements or procedures provided by law, including but not limited to the Government
17 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

18 13. GOVERNING LAW:

19 The parties agree that for purposes of venue, performance under this Agreement is to
20 be in Fresno County, California.

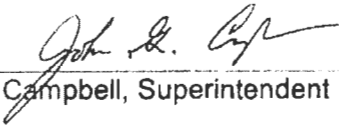
21 The rights and obligations of the parties and all interpretation and performance of this
22 Agreement shall be governed in all respects by the laws of the State of California.

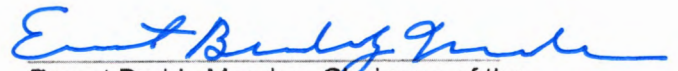
23 14. ENTIRE AGREEMENT:

24 This Agreement constitutes the entire agreement between COUNTY and KINGS
25 CANYON USD with respect to the subject matter hereof, and supersedes all previous Agreement
26 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any
27 nature whatsoever unless expressly included in this Agreement.
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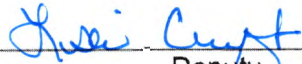
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 **KINGS CANYON UNIFIED SCHOOL DISTRICT COUNTY OF FRESNO**

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5 
6 John Campbell, Superintendent


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

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10 **ATTEST:**
11 Bernice E. Seidel,
12 Clerk of the Board of Supervisors
13 County of Fresno, State of California

14 By: 
15 Deputy

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19 FOR ACCOUNTING USE ONLY:
20 FUND: 0001
21 ORG: 34300540
22 SUBCLASS: 10000
23 ACCOUNT: 4895
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