

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2016, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **FRESNO UNIFIED SCHOOL DISTRICT**, whose address is 2309 Tulare Street, Fresno, CA 93721, hereinafter referred to as "FUSD".

WITNESSETH:

WHEREAS, FUSD requires the services of COUNTY's Department of Social Services (DSS) in providing specialized staff services to homeless children and their families, grades kindergarten through twelve, who reside within FUSD boundaries to secure permanent housing and encourage school/home participation as part of DSS Project ACCESS; and,

WHEREAS, COUNTY has sufficient experience in programs serving homeless, at-risk children and their families and is qualified to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. RESPONSIBILITIES OF FUSD

A. FUSD shall provide confidential office space, desk, access to a phone and necessary desktop supplies needed for normal project operation by DSS Project ACCESS staff.

B. FUSD shall allow DSS Project ACCESS staff access to children and school records, as appropriate, to facilitate the purpose of the program.

C. FUSD shall provide identification and referral of children who meet the criteria for inclusion in DSS Project ACCESS to appropriate DSS Project ACCESS staff.

D. FUSD shall cooperate and support COUNTY to ensure the success of the DSS Project ACCESS.

2. RESPONSIBILITIES OF COUNTY

COUNTY shall designate Two (2) existing, social worker positions specifically to provide specialized services to homeless, at-risk children, grades kindergarten through twelve and their families, who reside within FUSD boundaries as part of Project ACCESS. These specialized services focus primarily on attaining permanent housing, attendance, health, and social service needs

1 and are provided at the Fresno Unified School District Prevention and Intervention Office, as well as
2 at the school site and in the community. Outreach efforts to homeless families and their children will
3 be made to family shelters and motels to educate parents/guardians on how to enroll their children in
4 FUSD schools. Service linkages will be made to address homelessness including substance abuse,
5 domestic violence, and mental health treatment. These specialized services will encourage
6 family/school participation by enhancing service coordination and cooperation between school and
7 community resources; maximizing school/home outcomes; and by providing alternative services for
8 families that might otherwise become involved with the child welfare system.

9 **3. GOAL OF DSS PROJECT ACCESS**

10 It is the goal of the COUNTY to provide services to homeless families and their children
11 in a manner that is responsive to the needs of the homeless student in grades kindergarten through
12 twelve, who reside within the FUSD boundaries. These services will be provided at the school site, at
13 the FUSD Prevention and Intervention office, in the home and in the community. Success in
14 achieving the goal of the program will be maximized through collaborative efforts, including sharing
15 information on homeless families and their children's attendance records. Regular ongoing dialogue
16 and mutual feedback between program administrators and school administrators will assist in the joint
17 effort to enroll homeless children in school. In the event of a dispute, it is agreed that COUNTY and
18 FUSD will use reasonable efforts to resolve them in a cooperative and amicable manner.

19 **4. TERM**

20 This Agreement shall become effective on the 1st day of July 2016 and will terminate on
21 the 30th day of June 2017.

22 **5. TERMINATION**

23 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
24 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
25 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
26 terminated at any time by giving FUSD thirty (30) days advance written notice.

27 B. Without Cause - Under circumstances other than those set forth above, this
28 Agreement may be terminated by FUSD or COUNTY, or COUNTY's DSS Director or designee, upon

1 the giving of thirty (30) days advance written notice of an intention to terminate.

2 **6. COMPENSATION**

3 FUSD will compensate COUNTY for Social Worker specialized services provided by
4 COUNTY by paying COUNTY Four Thousand Nine Hundred Fifty-Four and 25/100 Dollars
5 (\$4,954.25) per month. In no event shall the total obligation of FUSD to COUNTY under this
6 Agreement exceed Fifty-Nine Thousand Four Hundred Dollars Fifty-One and 00/100 Dollars
7 (\$59,451.00). The FUSD shall pay COUNTY monthly in arrears, within thirty (30) days from date of
8 FUSD's receipt of COUNTY's invoice.

9 **7. INVOICING**

10 COUNTY shall invoice FUSD monthly, addressed to the Fresno Unified School
11 District, Attention: Accounts Payable, 2309 Tulare Street, Fresno, CA 93721.

12 **8. MODIFICATION**

13 Any matters of this Agreement may be modified from time to time by the written
14 consent of all the parties without, in any way, affecting the remainder.

15 **9. NON-ASSIGNMENT**

16 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
17 duties under this Agreement without the prior written consent of the other party.

18 **10. MUTUAL HOLD-HARMLESS**

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

26 B. COUNTY agrees to indemnify, save, hold harmless, and at FUSD's request,
27 defend FUSD, its officers, agents, and employees from any and all costs and expenses, damages,
28 liabilities, claims, and losses occurring or resulting to FUSD in connection with the performance, or

1 failure to perform, by COUNTY, its officers, agents, or employees under this Agreement, and from
2 any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any
3 person, firm, or corporation who may be injured or damaged by the performance, or failure to
4 perform, of COUNTY, its officers, agents, or employees under this Agreement.

5 **11. INSURANCE**

6 Without limiting the indemnification of each party as stated in Section 10 above, it is
7 understood and agreed that FUSD and COUNTY shall each maintain, at their sole expense, insurance
8 policies or self-insurance programs including, but not limited to, an insurance pooling arrangement
9 and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this
10 agreement. Coverage shall be provided for comprehensive general liability, automobile liability,
11 professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of
12 Insurance or other similar documentation shall not be required of either party under this Agreement.

13 **12. COMPLIANCE WITH LAW**

14 In the performance of their respective obligations contemplated by the Agreement, each
15 party agrees to comply with all applicable local, State of California and Federal laws and regulations
16 as those laws and regulations may change from time-to-time.

17 **13. SEVERABILITY**

18 In the event any provision of this Agreement shall be held invalid or unenforceable by a
19 court of competent jurisdiction, such holdings shall not affect the validity or enforceability of the
20 remaining provisions of the Agreement.

21 **14. NON-DISCRIMINATION**

22 During the performance of this Agreement, FUSD shall not unlawfully discriminate against any
23 employee or applicant for employment, or recipient of services, because of ethnic group identification,
24 age, sex, gender, gender identity, gender expression, sexual orientation, color, physical disability,
25 mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious
26 creed pursuant to all applicable State of California and Federal statutes and regulations.

27 **15. NOTICES**

28 The persons having authority to give and receive notices under this Agreement and their

addresses include the following:

COUNTY

FUSD

Director
Department of Social Services
2135 Fresno Street, Suite 100
Fresno, CA 93721

Executive Director
Department of Prevention and Intervention
Fresno Unified School District
4498 N. Brawley Avenue
Fresno, CA 93722

Any and all notices between COUNTY and FUSD provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

16. GOVERNING LAW

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

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

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between FUSD and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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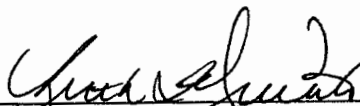
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

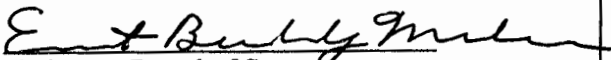
3 ATTEST:

4 FUSD:

COUNTY OF FRESNO

5 FRESNO UNIFIED SCHOOL DISTRICT
6

7
8 By 

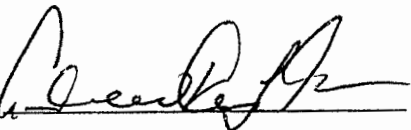
By 
Chairman, Board of Supervisors

9 Print Name: Ruth F. Quinto

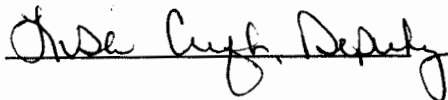
10 Title: Deputy Superintendent/CFO
11

12
13 APPROVED AS TO LEGAL FORM

BERNICE E. SEIDEL, Clerk
Board of Supervisors

14
15 By 

16 Print Name: Andrew De La Torre

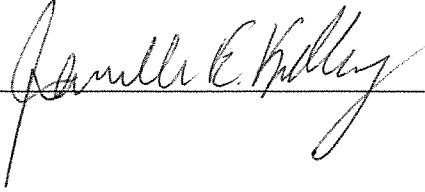
By 

17 Title: Director
18 Risk Management for FUSD
19

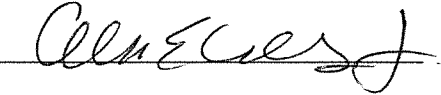
PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED

20
21 Mailing Address:
22 2309 Tulare Street
23 Fresno, CA 93721
24 Phone No.: (559) 441-3512
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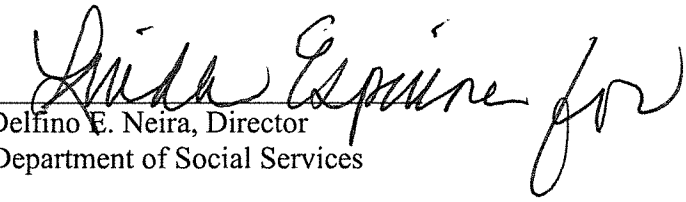
1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By 
5

6 APPROVED AS TO ACCOUNTING FORM:
7 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
8 TREASURE-TAX COLLECTOR

9
10 By 
11

12 REVIEWED AND RECOMMENDED FOR
13 APPROVAL:

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15 By 
16 Delfino E. Neira, Director
17 Department of Social Services
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22 Fund: 0001/10000
23 Organization: 56107001
24 Account/Program: 4875/0
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26
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