

AGREEMENT

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THIS AGREEMENT, hereinafter referred to as "Agreement," is made and entered into this 9th day of August, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the SANGER UNIFIED SCHOOL DISTRICT, whose address is 1905 Seventh Street, Sanger, CA 93657, hereinafter referred to as "SANGER USD."

WITNESSETH:

WHEREAS, some pupils attending SANGER USD are court wards on probation; and

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

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

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

1. OBLIGATIONS OF SANGER USD:

SANGER USD shall compensate and remit payment to COUNTY, as provided herein, in an amount not to exceed, in aggregate, Thirty-Seven Thousand Five Hundred Dollars and No/100s (\$37,500.00).

2. OBLIGATIONS OF COUNTY:

The Fresno County Probation Department shall assign one (1) Deputy Probation Officer to be responsible for ordinary probation services on a full-time basis at SANGER USD school sites in the City of Sanger/County of Fresno as determined by mutual agreement of SANGER USD and COUNTY's Chief Probation Officer or his designee while this Agreement is in effect and in force.

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

1 A. To provide supervision of minors on formal and informal probation
2 attending SANGER USD school sites as determined by mutual agreement of the SANGER
3 USD and COUNTY's Chief Probation Officer or his designee while this Agreement is in effect.

4 B. To operate a Police/Sheriff/Probation Team that provides
5 investigation and intervention services concerning minors involved in delinquent activity on the
6 school campuses.

7 C. By mutual agreement of the SANGER USD and COUNTY's Chief
8 Probation Officer or his designee, to impose and monitor programs of informal probation and
9 other dispositional options for minors attending the school campuses who commit crimes off
10 campus and who are referred to the school Police/Sheriff/Probation Team for intake services by
11 the Probation Department Intake Unit.

12 D. To work closely with school administrators and faculty to ensure
13 school attendance of pupils on probation attending the specified schools.

14 E. To attend regular interagency meetings of the participating parties.

15 F. To assist in the cooperative effort of probation, police, Sheriff and
16 schools to closely monitor and supervise juvenile probationers attending the school campuses
17 and to develop and operate a spectrum of intervention and diversion programs designed to
18 improve behavior in the community, home, and school.

19 G. To promote youth development by introducing age-appropriate
20 prevention and intervention programs on SANGER USD's elementary sites, which are designed
21 to promote positive behaviors in the community, home, and school through positive, proactive
22 relationships with Deputy Probation Officers.

23 3. TERM:

24 This Agreement shall become effective on July 1, 2016 and shall terminate on
25 June 30, 2017, unless sooner terminated as provided in this Agreement.

26 4. TERMINATION:

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

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

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

6 The aggrieved party shall give written notice of such termination to the
7 breaching party.

8 In no event shall continued provision of services by COUNTY constitute a
9 waiver by COUNTY of any breach of this Agreement or any default that may then exist on the
10 part of SANGER USD. Neither shall continued provision of services by COUNTY impair or
11 prejudice any remedy available to COUNTY with respect to the breach or default.

12 Upon any termination of this Agreement, COUNTY shall be compensated for
13 all services provided to SANGER USD, up to and including the date of termination based upon
14 a prorated amount: *i.e.*, the total financial obligation of SANGER USD to COUNTY under this
15 Agreement, as prorated, based upon amount of time that this Agreement is in effect compared
16 to the total term of this Agreement.

17 5. COMPENSATION/INVOICING:

18 For the services performed by COUNTY under this Agreement, SANGER USD
19 agrees to pay COUNTY and COUNTY agrees to receive compensation as follows: Four
20 payments of Nine Thousand Three Hundred Seventy-Five and No/100's Dollars (\$9,375.00) paid
21 on or after the dates of October 1, 2016 and January 1, March 1 and June 1, 2017, respectively;
22 however, not to exceed in aggregate the maximum amount payable under this Agreement of
23 Thirty-Seven Thousand Five Hundred Dollars and No/100s (\$37,500.00). COUNTY shall invoice
24 SANGER USD as noted in this section, addressed to: Matthew Navo, Superintendent/Chief
25 Business Officer, 1905 Seventh Street, Fresno, CA 93657. Payments by SANGER USD shall be
26 made within (45) days upon receipt of invoice for services provided by COUNTY.

27 6. INDEPENDENT CONTRACTOR:

28 In performance of the work, duties and obligations assumed by COUNTY

1 under this Agreement, it is mutually understood and agreed that COUNTY, including all assigned
2 Deputy Probation Officers, will at all times be acting and performing as an independent contractor,
3 and shall be an employee of COUNTY and not an employee or agent of SANGER USD.
4 Furthermore, SANGER USD shall have no right to control or supervise or direct the manner or
5 method by which COUNTY shall perform its work and function. However, SANGER USD shall
6 retain the right to administer this Agreement so as to verify that COUNTY is performing its
7 obligations in accordance with the terms and conditions thereof.

8 SANGER USD and COUNTY shall comply with all applicable provisions of law
9 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
10 the subject thereof.

11 7. MODIFICATION:

12 Any modifications to this Agreement requested either by COUNTY or
13 SANGER USD may only be effected if mutually agreed upon in writing by duly authorized
14 representatives of the parties hereto without affecting the remainder of this Agreement. This
15 Agreement shall not be modified or any rights of it waived except by such a writing.

16 8. NON-ASSIGNMENT:

17 Neither COUNTY nor SANGER USD may assign, transfer or subcontract their
18 obligations under this Agreement or any rights hereunder without the prior written consent of the
19 other party.

20 9. HOLD HARMLESS:

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

1 COUNTY agrees to indemnify, save, hold harmless, and at SANGER USD 's
2 request, defend SANGER USD, its officers, agents, and employees from any and all costs and
3 expenses, damages, liabilities, claims, and losses occurring or resulting to SANGER USD in
4 connection with the performance, or failure to perform, by COUNTY, its officers, agents, or
5 employees under this Agreement, and from any and all costs and expenses, damages, liabilities,
6 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or
7 damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees
8 under this Agreement.

9 In the event of concurrent negligence on the part of COUNTY or any of its
10 officers, agents or employees, and SANGER USD or any of its officers, agents, or employees,
11 the liability for any and all such claims, demands and actions in law or equity for such losses,
12 fines, penalties, forfeitures, costs and damages shall be apportioned under the State of
13 California's theory of comparative negligence as presently established or as may be modified
14 hereafter.

15 This section shall survive termination or expiration of this Agreement.

16 10. INSURANCE

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

24 Without limiting SANGER USD's right to obtain indemnification from
25 COUNTY or any third parties, COUNTY, at its sole expense, shall maintain in full force and
26 effect the following insurance policies or a program of self-insurance, including but not limited
27 to, an insurance pooling arrangement or Joint Powers Agreement throughout the term of this
28 Agreement. Coverage by COUNTY shall be provided for General Liability and Workers'

1 Compensation. Upon request from SANGER USD, COUNTY shall provide a certificate of
2 insurance or self-insurance providing evidence of such coverage.

3 11. AUDITS AND INSPECTIONS:

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

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

12 12. NOTICES:

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

<p>15 <u>COUNTY</u> 16 Chief Probation Officer 17 Fresno Co. Probation Dept. 18 3333 E. American Ave., Suite B 19 Fresno, CA 93725</p>	<p><u>SANGER USD</u> 20 Superintendent 21 Sanger Unified School District 22 1905 Seventh Street 23 Sanger, CA</p>
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19 Any and all notices between the COUNTY and SANGER USD provided for
20 under this Agreement shall be in writing and shall be deemed duly served when personally
21 delivered to one of the parties, or in lieu of such personal services, when deposited in the United
22 States Mail, postage prepaid, addressed to such party.

23 13. GOVERNING LAW:

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

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

28 14. ENTIRE AGREEMENT:

1 This Agreement constitutes the entire agreement between COUNTY and
2 SANGER USD with respect to the subject matter hereof and supersedes all previous Agreement
3 negotiations, proposals, commitments, writings, advertisements, publications, and understandings
4 of any nature whatsoever unless expressly included in this Agreement.

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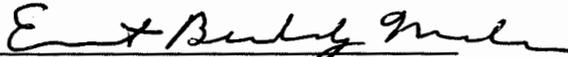
IN WITNESS WHEREOF, the parties hereto have executed this Agreement

as of the day and year first hereinabove written.

SANGER UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO

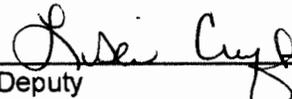

Matthew Navo, Superintendent


Ernest Buddy Mendes
Chairman, Board of Supervisors

Date: 6-14-16

Date: Aug 9, 2016

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors


Deputy

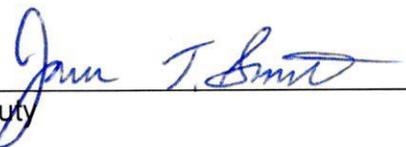
**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 REVIEWED AND RECOMMENDED
2 FOR APPROVAL

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5 Michael L. Elliott, Interim Chief Probation Officer

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7
8 APPROVED AS TO LEGAL FORM
9 Daniel C. Cederborg, County Counsel

10 
11 Deputy

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13
14 APPROVED AS TO ACCOUNTING FORM
15 Vicki Crow, CPA
16 Auditor-Controller/Treasurer-Tax Collector

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18 
19 Deputy

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25
26 FOR ACCOUNTING USE ONLY:
27 FUND: 0001
28 ORG: 343000580
SUBCLASS: 10000
ACCOUNT: 4895