

AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into this 21 day of January, ~~2019~~ ²⁰²⁰ ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and CENTRAL UNIFIED SCHOOL DISTRICT, whose address is 4605 N. Polk, Fresno, CA 9372, ("CONTRACTOR" or "Central USD").

WITNESSETH:

WHEREAS, some students attending CENTRAL USD are court wards on probation; and

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

WHEREAS, CENTRAL USD desires that services from the Fresno County Probation Department be provided to students attending CENTRAL 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 CENTAL USD:

CENTRAL 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 CENTRAL USD school sites in Fresno, as determined by mutual written agreement of CENTRAL USD and COUNTY's Chief Probation Officer, while this Agreement is in effect and in force. COUNTY shall also make every effort to provide a Deputy Probation Officer to attend and participate in School Attendance Review Board ("SARB") court hearings on a weekly basis.

The duties of the assigned Deputy Probation Officers shall be, but are not necessarily

1 limited to, the following:

2 A. Provide supervision of students on formal and informal probation attending
3 CENTRAL USD school sites in Fresno, as determined by mutual written agreement of CENTRAL USD
4 and the Chief Probation Officer, while this Agreement is in effect.

5 B. Operate in conjunction with an officer of the Fresno Police Department
6 and Fresno County Sheriff Department, as either a Police/Probation and/or Sheriff/Probation Team that
7 provides investigation and intervention services concerning minors involved in delinquent activity on
8 CENTRAL 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 and/or Sheriff/Probation Team for intake services by
12 the Probation Department 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, sheriff, and schools to
20 closely monitor and supervise juvenile probationers attending the high school campuses, and help
21 develop and operate a spectrum of intervention and diversion programs designed to improve behavior in
22 the community, home, and school.

23 H. Promote youth development by introducing age-appropriate prevention
24 and intervention programs on selected CENTRAL USD elementary sites, which are designed to promote
25 positive behaviors in the community, home, and school through positive, proactive relationships with
26 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, 2019, through and including June 30, 2020. 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 CENTRAL
18 USD. Neither shall continued provision of services by COUNTY impair or prejudice any remedy
19 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 CENTRAL USD thirty (30) days advance written notice.

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

1 5. COMPENSATION/INVOICING:

2 As compensation to COUNTY for the performance of its services under this
3 Agreement, CENTRAL USD agrees to pay COUNTY, and COUNTY agrees to receive, compensation as
4 follows: CENTRAL USD shall pay to COUNTY an annual maximum compensation amount not to exceed
5 seventy five thousand dollars (\$75,000), in four (4) payments of eighteen thousand, seven hundred fifty
6 dollars (\$18,750), paid on or about the dates of October 1, January 1, March 1, and June 1, for each year
7 that the Agreement is in place. In no event shall the maximum compensation amount payable to COUNTY
8 by CENTRAL USD collectively under this Agreement for the total potential five (5) year Agreement term
9 exceed three hundred seventy-five thousand dollars (\$375,000). COUNTY shall invoice CENTRAL USD as
10 noted in this section, addressed to: Andrew G. Alvarado, Superintendent, 4605 N. Polk Avenue, Fresno,
11 CA 93722. Payments by CENTRAL USD shall be made to COUNTY within forty-five (45) days of receipt of
12 an invoice for services provided by COUNTY.

13 6. INDEPENDENT CONTRACTOR:

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

21 CENTRAL USD and COUNTY shall comply with all applicable provisions of law and
22 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
23 thereof.

24 7. MODIFICATION:

25 Any modifications to this Agreement requested either by COUNTY or CENTRAL USD
26 may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties
27 hereto. This Agreement shall not be modified or any rights of it waived except by such a writing.

28 8. NON-ASSIGNMENT:

1 Neither COUNTY nor CENTRAL USD may assign, transfer or subcontract their
2 obligations under this Agreement or any rights hereunder without the prior written consent of the other
3 party.

4 9.HOLD HARMLESS:

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

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

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

20 10. INSURANCE

21 Without limiting COUNTY's right to obtain indemnification from CENTRAL USD or any
22 third parties, CENTRAL USD, at its sole expense, shall maintain in full force and effect the following
23 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
24 arrangement or Joint Powers Agreement throughout the term of this Agreement. Coverage by CENTRAL
25 USD shall be provided Automobile Liability. General Liability and Workers' Compensation. The workers
26 compensation insurance policy provided shall be endorsed to include a waiver of subrogation in favor of
27 Central USD. Upon request from COUNTY, CENTRAL USD shall provide certificates of insurance or
28 self-insurance evidencing such coverage.

1 Without limiting CENTRAL USD's right to obtain indemnification from COUNTY or
2 any third parties, COUNTY, at its sole expense, shall maintain in full force and effect the following
3 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
4 arrangement or Joint Powers Agreement throughout the term of this Agreement. Coverage by COUNTY
5 shall be provided Automobile Liability. General Liability and Workers' Compensation. The workers
6 compensation insurance policy provided shall be endorsed to include a waiver of subrogation in favor of
7 County. Upon request from CENTRAL USD, COUNTY shall provide certificates of insurance or self-
8 insurance evidencing such coverage.

9 11. AUDITS AND INSPECTIONS:

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

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

17 12. NOTICES:

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

<u>COUNTY</u>	<u>CENTRAL USD</u>
Chief Probation Officer	Superintendent
3333 E. American Ave., Suite B	Central Unified School District
Fresno, CA 93725	4605 N. Polk
	Fresno, CA 93722

23 All notices between the COUNTY and CENTRAL USD provided for or permitted
24 under this Agreement must be in writing and delivered either by personal service, by first-class United
25 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A
26 notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-
27 class United States mail is effective three COUNTY business days after deposit in the United States
28 mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier

1 service is effective one COUNTY business day after deposit with the overnight commercial courier
2 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the
3 recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is
4 completed (but, if such transmission is completed outside of COUNTY business hours, then such
5 delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided
6 that the sender maintains a machine record of the completed transmission. For all claims arising out of
7 or related to this Agreement, nothing in this section establishes, waives, or modifies any claims
8 presentation requirements or procedures provided by law, including but not limited to the Government
9 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

10 13. GOVERNING LAW:

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

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

15 14. ENTIRE AGREEMENT:


16 This Agreement constitutes the entire agreement between COUNTY and CENTRAL
17 USD with respect to the subject matter hereof, and supersedes all previous Agreement negotiations,
18 proposals, commitments, writings, advertisements, publications, and understandings of any nature
19 whatsoever unless expressly included in this Agreement.

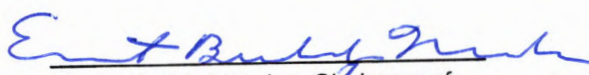
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3 **CENTRAL UNIFIED SCHOOL DISTRICT**

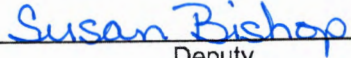
COUNTY OF FRESNO

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5 _____
6 Andrew G. Alvarado, Superintendent


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

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ATTEST:
Bernice E. Seidel,
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY:
FUND: 0001
ORG: 34300540
SUBCLASS: 10000
ACCOUNT: 4895