

**A G R E E M E N T**

THIS AGREEMENT, ("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 CENTRAL UNIFIED SCHOOL DISTRICT, whose address is 4605 N. Polk, Fresno, CA 93722, hereinafter referred to as "CENTRAL USD."

**W I T N E S S E T H:**

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

WHEREAS, the CENTRAL USD desires services from the Fresno County Probation Department be provided to pupils 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 Deputy Probation Officers 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 CENTRAL USD:**

CENTRAL USD shall compensate and remit payment to COUNTY, as provided herein, in an amount not to exceed, in aggregate, Seventy-Five Thousand Dollars and No/100s (\$75,000.00).

2. **OBLIGATIONS OF THE COUNTY:**

The Fresno County Probation Department 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 the City/County of Fresno as determined by mutual agreement of CENTRAL USD and COUNTY's Chief Probation Officer while this Agreement is in effect and in force.

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

1                   A.       Provide supervision of minors on formal and informal probation  
2 attending CENTRAL USD high school sites as determined by mutual agreement of the  
3 CENTRAL USD and COUNTY's Chief Probation Officer while this Agreement is in effect.

4                   B.       Operate Police/Sheriff/Probation Teams that provide investigation  
5 and intervention services concerning minors involved in delinquent activity on the high school  
6 campuses.

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

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

14                  E.       Attend regular interagency meetings of the participating parties.

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

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

23           3.     TERM:

24                   This Agreement shall become effective on the 1st day of July, 2016 and shall  
25 terminate on the 30th day of June, 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 CENTRAL 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 CENTRAL USD, up to and including the date of termination based upon  
14 a prorated amount: *i.e.*, the total financial obligation of CENTRAL USD to COUNTY under this  
15 Agreement, as prorated, based upon the amount of time that this Agreement is in effect  
16 compared to the total term of this Agreement.

17                   5. COMPENSATION/INVOICING:

18                   For the services performed by COUNTY under this Agreement, CENTRAL  
19 USD agrees to pay COUNTY and COUNTY agrees to receive compensation as follows: Four  
20 payments of Eighteen Thousand Seven Hundred Fifty and No/100's Dollars (\$18,750.00) paid on  
21 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 Seventy-Five Thousand Dollars and No/100s (\$75,000.00). COUNTY shall invoice CENTRAL  
24 USD as noted in this section, addressed to: Kelly Porterfield, Chief Business Officer, 4605 N. Polk  
25 Avenue, Fresno, CA 93722. Payments by CENTRAL USD shall be made within (45) days of  
26 receipt of an 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 CENTRAL USD.  
4 Furthermore, CENTRAL 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, CENTRAL 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 CENTRAL USD and COUNTY shall comply with all applicable provisions of  
9 law and the rules and regulations, if any, of governmental authorities having jurisdiction over  
10 matters the subject thereof.

11 7. MODIFICATION:

12 Any modifications to this Agreement requested either by COUNTY or  
13 CENTRAL 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 CENTRAL 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 CENTRAL 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 CENTRAL 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 CENTRAL USD, its officers, agents, or employees  
28 under this Agreement.

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

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

This section shall survive termination or expiration of this Agreement.

10. INSURANCE

Without limiting COUNTY's right to obtain indemnification from CENTRAL USD or any third parties, CENTRAL 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 CENTRAL USD shall be provided for General Liability and Workers' Compensation. Upon request from COUNTY, CENTRAL USD shall provide a certificate of insurance or self-insurance providing evidence of such coverage.

Without limiting CENTRAL 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'

1 Compensation. Upon request from CENTRAL 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  
5 CENTRAL USD for examination all of its records and data with respect to the matters covered by  
6 this Agreement. COUNTY shall, upon request by CENTRAL USD, permit the CENTRAL USD to  
7 audit and inspect all of such records and data necessary to ensure COUNTY's compliance with  
8 the 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:

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

18 Any and all notices between the COUNTY and CENTRAL USD provided  
19 under this Agreement shall be in writing and shall be deemed duly served when personally  
20 delivered to one of the parties, or in lieu of such personal services, when deposited in the United  
21 States Mail, postage prepaid, addressed to such party.

22 13. GOVERNING LAW:

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

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

27 14. ENTIRE AGREEMENT:

28 This Agreement constitutes the entire agreement between COUNTY and

CENTRAL USD with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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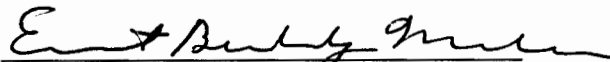
IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
as of the day and year first hereinabove written.

CENTRAL UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO



Kelly Porterfield, Chief Business Officer



Ernest Buddy Mendes  
Chairman, Board of Supervisors

Date:

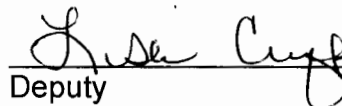
6-29-16

Date:

Aug 9, 2016

ATTEST:

Bernice E. Seidel, Clerk  
Board of Supervisors



Deputy

PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED




1  
2 REVIEWED & RECOMMENDED  
3 FOR APPROVAL  
4

5  
6 

7 Michael L. Elliott, Interim Chief Probation Officer  
8  
9

10 APPROVED AS TO LEGAL FORM  
11 Daniel C. Cederborg, County Counsel  
12

13   
14 Deputy

15  
16 APPROVED AS TO ACCOUNTING FORM  
17 Vicki Crow, CPA  
18 Auditor-Controller, Tax Collector  
19

20   
21 Deputy  
22  
23  
24  
25

26 FOR ACCOUNTING USE ONLY:  
27 FUND: 0001  
28 ORG: 343000545  
SUBCLASS: 10000  
ACCOUNT: 4895