

A G R E E M E N T

Agreement No. 16-498

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 FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, whose address is 1111 Van Ness Avenue, Fresno, CA 93721, hereinafter referred to as "FCSS."

W I T N E S S E T H:

WHEREAS, the Fresno County Board of Education established and maintains a Community School Program pursuant to the provisions of the California Education Code, commencing with Section 1980, which program operates in part under the name of the Violet Heintz Education Academy – Day Reporting Center (hereinafter "VHEA-DRC"); and

WHEREAS, pupils attending the VHEA-DRC are court wards on probation who were referred to the VHEA-DRC by the court or a Probation Officer; and

WHEREAS, COUNTY is unable to fund the assignment of one Deputy Probation Officer to the VHEA-DRC; and

WHEREAS, FCSS desires that services from the Fresno County Probation Department be extended to cover pupils attending the VHEA-DRC, and has obtained funding for that purpose.

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

1. OBLIGATIONS OF THE FCSS:

FCSS shall compensate and remit to COUNTY, as provided herein, an amount equal to the cost of one (1) Deputy Probation Officer for assignment to the VHEA-DRC, not to exceed, in aggregate, the maximum amount payable under this Agreement of One Hundred Twenty-Four Thousand Nine Hundred Forty-Five and NO/100s Dollars (\$124,945.00).

2. OBLIGATIONS OF THE 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 the VHEA-DRC as determined by mutual agreement of the FCSS and COUNTY's Chief Probation Officer while this Agreement is in effect and in force. Said services are to be provided primarily to VHEA-DRC wards/pupils and may be provided to pupils onsite that are attending the Violet Heintz Education Academy – Educational Only (VHEA-Ed Only) program as incidents arise.

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

- 1) Provide case management services, including but not limited to a case plan, for each ward/pupil attending the VHEA-DRC;
- 2) Monitor all minors on probation while they are on the VHEA campus;
- 3) Monitor and enforce orders of the Court which include making school attendance, as well as periodic, random, and mutually agreed upon field attendance compliance operations (when feasible) a condition of probation for pupils attending the VHEA-DRC;
- 4) Assist as a support person in the VHEA-DRC program by working on pupil tardiness, pupil attendance and pupil misconduct;
- 5) Arrange for meetings with school staff, parents, pupils, and probation officers for the purpose of screening pupils for various programs (i.e., substance abuse, mental health services) and reviewing progress;
- 6) Keep the appropriate program personnel informed of pupil and parent problems and concerns;
- 7) Encourage students toward a safe and crime-free lifestyle and counsel them to avoid violence, substance abuse, and tobacco usage; and
- 8) Collaborate with school, mental health, substance abuse treatment, and community based organization staff associated with the VHEA-DRC program.

3. TERM:

This Agreement shall be effective for County Fiscal Year 2016-17,

commencing on July 1, 2016, and ending on June 30, 2017.

4. TERMINATION:

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

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

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

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

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

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

5. COMPENSATION/INVOICING:

For services performed by COUNTY under this Agreement, FCSS agrees to pay COUNTY and COUNTY agrees to receive compensation from FCSS quarterly and in arrears, on or after the dates of October 1, 2016, January 1, April 1, and July 1, 2017, respectively, not to exceed in the aggregate the maximum amount payable under this Agreement of One Hundred Twenty-Four Thousand Nine Hundred Forty-Five Dollars and NO/100s (\$124,945.00). Invoices shall be sent to FCSS at Fresno County Office of Education, Court and Community Schools, 4939 E. Yale, Fresno, CA 93727. Payments by FCSS shall be made within (45) days of invoice for

services provided by COUNTY.

6. INDEPENDENT CONTRACTOR:

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

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

7. MODIFICATION:

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

8. NON-ASSIGNMENT:

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

9. HOLD HARMLESS:

COUNTY agrees to indemnify, save, hold harmless, and, at FCSS's request, defend FCSS, its officers, agents and employees from all claims, losses, judgments and expenses, including attorney fees and costs, occurring, resulting, or arising from the negligent or wrongful performance by COUNTY or its officers, employees or agents, of obligations agreed to be performed by COUNTY under this Agreement.

1 FCSS agrees to indemnify, save, hold harmless, and, at COUNTY's request,
2 defend COUNTY, its officers, agents and employees from all claims, losses, judgments and
3 expenses, including attorney fees and costs, occurring, resulting, or arising from the negligent or
4 wrongful performance by FCSS or its officers, employees or agents, of obligations agreed to be
5 performed by FCSS under this Agreement.

6 10. INSURANCE:

7 Without limiting COUNTY's right to obtain indemnification from FCSS or any
8 third parties, FCSS, at its sole expense, shall maintain in full force and effect the following
9 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
10 arrangement or Joint Powers Agreement throughout the term of this Agreement. Coverage by
11 FCSS shall be provided for General Liability and Workers' Compensation. Upon request from
12 COUNTY, FCSS shall provide a certificate of insurance or self-insurance providing evidence of
13 such coverage.

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

21 11. AUDITS AND INSPECTIONS:

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

26 If this Agreement exceeds ten thousand dollars (\$10,000.00), COUNTY shall
27 be subject to the examination and audit of the Auditor General for a period of three (3) years after
28 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
Fresno, CA 93725

CONTRACTOR

Superintendent, Fresno County Schools
1111 Van Ness Avenue
Fresno, CA 93721

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

13. GOVERNING LAW:

The parties agree that for 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.

14. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between COUNTY and FCSS 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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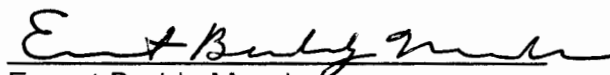
IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first hereinabove written.

SUPERINTENDENT

COUNTY OF FRESNO



Jim Yovino, Superintendent
Fresno County Schools
Kathryn Catania, Deputy Superintendent

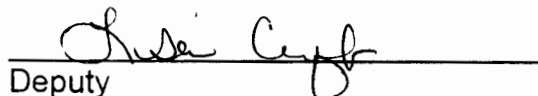


Ernest Buddy Mendes
Chairman, Board of Supervisors

Date: 6/29/16

Date: Aug 9, 2016

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors


Deputy

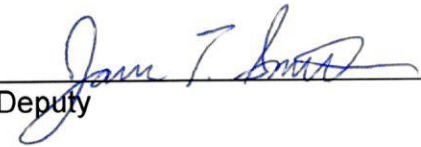
**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 REVIEWED & RECOMMENDED
2 FOR APPROVAL
3

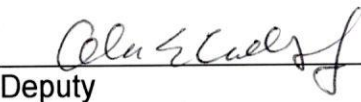
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5 Michael L. Elliott, Interim Chief Probation Officer
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8 APPROVED AS TO LEGAL FORM
9 Daniel C. Cederborg, County Counsel

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11 Deputy

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

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19 Deputy

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25
26 FOR ACCOUNTING USE ONLY:
27 FUND: 0001
28 ORG: 3430
SUBCLASS: 10000
ACCOUNT: 4895