

A G R E E M E N T

Agreement No. 16-497

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 FRESNO UNIFIED SCHOOL DISTRICT, whose address is 2309 Tulare Street, Fresno, CA 93721, hereinafter referred to as "FUSD."

W I T N E S S E T H:

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

WHEREAS, COUNTY is unable to fund sufficient Deputy Probation Officers positions for the purpose of assignment to oversee pupils attending FUSD; and

WHEREAS, FUSD desires that services from the Fresno County Probation Department be extended to cover pupils attending FUSD, and is willing to provide funding for that purpose.

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

1. OBLIGATIONS OF FUSD:

FUSD shall compensate and remit payment to COUNTY, as provided herein, an amount not to exceed, in aggregate, the maximum amount payable under this Agreement of Three Hundred Thousand Dollars and No/100s (\$300,000.00).

2. OBLIGATIONS OF COUNTY:

The Fresno County Probation Department shall assign eight (8) Deputy Probation Officers to be responsible for ordinary probation services on a full-time basis at FUSD school sites in Fresno as determined by mutual agreement of FUSD and COUNTY's Chief Probation Officer while this Agreement is in effect and in force. The Fresno County Probation Department shall also make every effort to provide a Deputy Probation Officer to attend and participate in Mega SARB court hearings on a weekly basis.

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

necessarily limited to, the following:

A. To provide supervision of minors on formal and informal probation attending FUSD school sites in Fresno, as determined by mutual agreement of FUSD and the Chief Probation Officer while this Agreement is in effect.

B. To operate in conjunction with an officer of the Fresno Police Department, a Police/Probation Team that provides investigation and intervention services concerning minors involved in delinquent activity on the high school campuses.

C. To impose and monitor programs of informal probation and other dispositional options for minors attending the high school campuses who commit crimes off campus and who are referred to the high school Police/Probation Team for intake services by the Probation Department Intake Unit.

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

E. To develop school-based intervention options, such as work projects, graffiti paintouts, and other forms of community service, designed to hold minors attending the high schools accountable for misconduct and to prevent further entry into the juvenile justice system.

F. To attend regular interagency meetings of the participating agencies.

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

H. To promote youth development by introducing age-appropriate prevention and intervention programs on selected FUSD elementary sites, which are designed to promote positive behaviors in the community, home, and school through positive, proactive relationships with Deputy Probation Officers.

3. TERM:

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

3 4. TERMINATION:

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

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

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

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

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

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

23 5. COMPENSATION/INVOICING:

24 As compensation to COUNTY for the performance of its services under this
25 Agreement, FUSD agrees to pay COUNTY and COUNTY agrees to receive compensation as
26 follows: Four (4) payments of Seventy-five Thousand and No/100's Dollars (\$75,000.00) paid on
27 or after the dates of October 1, 2016 and January 1, March 1 and June 1, 2017, respectively;
28 however, not to exceed in aggregate the maximum amount payable under this Agreement of

1 Three Hundred Thousand Dollars and No/100s (\$300,000.00). COUNTY shall invoice FUSD as
2 noted in this section, addressed to: Fresno Unified School District Accounting Department, 2309
3 Tulare Street, Fresno, CA 93721. Payments by FUSD shall be made within (45) days of receipt of
4 an invoice for services provided by COUNTY.

5 6. INDEPENDENT CONTRACTOR:

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

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

17 7. MODIFICATION:

18 Any modifications to this Agreement requested either by COUNTY or FUSD
19 may only be effected if mutually agreed upon in writing by duly authorized representatives of the
20 parties hereto. This Agreement shall not be modified or any rights of it waived except by such a
21 writing.

22 8. NON-ASSIGNMENT:

23 Neither COUNTY nor FUSD may assign, transfer or subcontract their
24 obligation under this Agreement or any rights hereunder without the prior written consent of the
25 other party.

26 9. HOLD HARMLESS:

27 FUSD agrees to indemnify, save, hold harmless, and at COUNTY's request,
28 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses,

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

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

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

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

20 10. INSURANCE

21 Without limiting COUNTY's right to obtain indemnification from FUSD or any
22 third parties, FUSD, 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
25 FUSD shall be provided for General Liability and Workers' Compensation. Upon request from
26 COUNTY, FUSD shall provide certificates of insurance or self-insurance evidencing such
27 coverage.

28 Without limiting FUSD'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' Compensation. Upon request from FUSD, COUNTY shall provide certificates of insurance or self-insurance evidencing such coverage.

11. AUDITS AND INSPECTIONS:

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

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

FUSD
Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Any and all notices between COUNTY and FUSD 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 FUSD 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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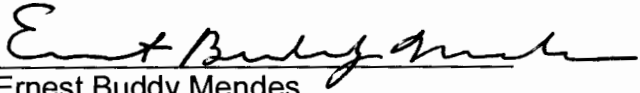
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first hereinabove written.

FRESNO UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO


Ruth F. Quinto
Deputy Superintendent/CFO


Ernest Buddy Mendes
Chairman, Board of Supervisors

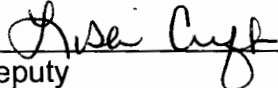
Date: 06/24/16

Date: Aug 9, 2016

APPROVED AS TO LEGAL FORM:
Andrew DeLaTorre, Director


Risk Management for FUSD

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors


Deputy


**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 REVIEWED & RECOMMENDED
2 FOR APPROVAL


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4

5 Michael L. Elliott, Interim Chief Probation Officer
6

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

9
10 
11 Deputy

12
13 APPROVED AS TO ACCOUNTING FORM
14 Vicki Crow, CPA
15 Auditor-Controller/Treasurer-Tax Collector

16
17 
18 Deputy

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