

**AGREEMENT**

THIS AGREEMENT, hereinafter referred to as "Agreement," is made and entered into this 8<sup>th</sup> day of May, 2018, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the KINGS CANYON UNIFIED SCHOOL DISTRICT, whose address is 1801 10th Street, Reedley, CA 93654, hereinafter referred to as "KINGS CANYON USD."

**WITNESSETH:**

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

WHEREAS, KINGS CANYON USD desires services from the Fresno County Probation Department be provided to pupils attending KINGS CANYON 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 KINGS CANYON USD:**

KINGS CANYON USD shall compensate and remit payment to COUNTY, as provided herein, an amount not to exceed \$40,625 for one (1) Deputy Probation Officer to be responsible for ordinary probation services on a full-time basis at KINGS CANYON USD school sites in Reedley.

KINGS CANYON USD shall compensate COUNTY, as provided herein, overtime salary and benefit costs not to exceed \$2,500 for the Deputy Probation Officer assigned to KINGS CANYON USD school sites as needed, and mutually agreed upon by both parties, for additional Probation services outside of normal business hours.

**2. OBLIGATIONS OF COUNTY:**

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

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

8                   A.       Provide supervision of minors on formal and informal probation  
9 attending KINGS CANYON USD school sites as determined by mutual agreement of the  
10 KINGS CANYON USD and COUNTY's Chief Probation Officer or his designee while this  
11 Agreement is in effect.

12                  B.       Operate a Police/Sheriff/Probation Team that provides investigation  
13 and intervention services concerning minors involved in delinquent activity on the school  
14 campuses.

15                  C.       By mutual agreement of the KINGS CANYON USD and COUNTY's  
16 Chief Probation Officer or his designee, to impose and monitor programs of informal probation  
17 and other dispositional options for minors attending the school campuses who commit crimes  
18 off campus and who are referred to the school Police/Sheriff/Probation Team for intake services  
19 by the Probation Department Intake Unit.

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

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

23                  F.       Assist in the cooperative effort of probation, police, Sheriff and  
24 schools to closely monitor and supervise juvenile probationers attending the school campuses  
25 and to develop and operate a spectrum of intervention and diversion programs designed to  
26 improve behavior in the community, home, and school.

27                  G.       Promote youth development by introducing age-appropriate  
28 prevention and intervention programs on KINGS CANYON USD's 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:

This Agreement shall become effective on June 1, 2018 and shall terminate on June 30, 2019, unless sooner terminated as provided in this Agreement.

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;
- 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 KINGS CANYON USD. 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 KINGS CANYON USD, up to and including the date of termination based upon a prorated amount: *i.e.*, the total financial obligation of KINGS CANYON USD 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 ordinary probation services performed by COUNTY under this Agreement, KINGS CANYON USD agrees to pay COUNTY and COUNTY agrees to receive compensation as follows: One payment of \$3,125 paid on or after the date of July 1, 2018, Four (4) payments of



1 \$9,375 paid on or after the dates of October 1, 2018 and January 1, March 1 and June 1, 2019,  
2 respectively; however, not to exceed the maximum amount payable under this Agreement of  
3 \$40,625.

4 As compensation to COUNTY for the performance of overtime services at  
5 KINGS CANYON USD school sites in Reedley for additional Probation services, KINGS CANYON  
6 agrees to pay to COUNTY a maximum of \$2,500 for overtime salary and benefit costs.

7 The maximum amount payable, in aggregate, under this Agreement shall not  
8 exceed \$43,125.

9 COUNTY shall invoice KINGS CANYON USD as noted in this section,  
10 addressed to: John Campbell, Superintendent/Chief Business Officer, 1801 10th Street, Reedley,  
11 CA 93654. Payments by KINGS CANYON USD shall be made within (45) days upon receipt of  
12 invoice for services provided by COUNTY.

13 6. INDEPENDENT CONTRACTOR:

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

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

25 7. MODIFICATION:

26 Any modifications to this Agreement requested either by COUNTY or KINGS  
27 CANYON USD may only be effected if mutually agreed upon in writing by duly authorized  
28 representatives of the parties hereto without affecting the remainder of this Agreement. This

1 Agreement shall not be modified or any rights of it waived except by such a writing.

2 8. NON-ASSIGNMENT:

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

6 9. HOLD HARMLESS:

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

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

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

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

2 10. INSURANCE

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

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

17 11. AUDITS AND INSPECTIONS:

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

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

26 12. NOTICES:

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

COUNTY

Chief Probation Officer  
Fresno Co. Probation Dept.  
3333 E. American Ave., Suite B  
Fresno, CA 93725

KINGS CANYON USD

Superintendent  
Kings Canyon Unified School District  
1801 10th Street  
Reedley, CA

Any and all notices between the COUNTY and KINGS CANYON USD 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 KINGS CANYON 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.

//

//

//

//

//

//

//

//

//

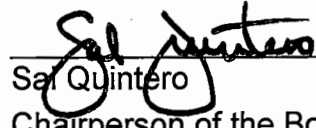
//

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

3 **CONTRACTOR**

**COUNTY OF FRESNO**

4  
5   
6 John Quinto

5   
Chairperson of the Board of Supervisors

7 Assistant Superintendent/CBO

Of the County of Fresno

8  
9  
10 1502 I Street

11 Reedley CA 93654

12  
13 ATTEST:

14 Bernice E. Seidel,  
15 Clerk of the Board of Supervisors  
County of Fresno, State of California

16  
17 By:   
Deputy

18 FOR ACCOUNTING USE ONLY:

19 FUND: 0001  
20 ORG: 343000580  
21 SUBCLASS: 10000  
22 ACCOUNT: 4895  
23  
24  
25  
26  
27  
28