

AGREEMENT

THIS AGREEMENT, hereinafter referred to as "Agreement," is made and entered into this 7th day of August, 2018 ("Effective Date"), 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."

WITNESSETH:

WHEREAS, some students attending FUSD 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 FUSD; and

WHEREAS, FUSD desires that services from the Fresno County Probation Department be provided to students attending FUSD, and is willing to provide partial funding for that purpose; and

WHEREAS, COUNTY is able to fund the remaining costs for nine (9) 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 FUSD:

FUSD shall compensate and remit payment to COUNTY, as provided herein, a total compensation amount not to exceed three hundred thirty seven thousand, five hundred dollars (\$337,500).

2. OBLIGATIONS OF COUNTY:

COUNTY shall assign nine (9) 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 written agreement of FUSD 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 Mega SARB ("School Attendance Review Board") court

1 hearings on a weekly basis.

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

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

7 B. Operate in conjunction with an officer of the Fresno Police
8 Department as a Police/Probation Team that provides investigation and intervention services
9 concerning minors involved in delinquent activity on FUSD high school campuses.

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

14 D. Work closely with school administrators and faculty to ensure school
15 attendance of students on probation attending the specified high schools.

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

20 F. Attend regular interagency meetings of the participating agencies.

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

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

1 3. TERM:

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

4 4. TERMINATION:

5 A. Without Cause – Either party may terminate this Agreement without cause
6 by giving at least thirty (30) days advance written notice of such termination to the other 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 C. Non-Allocation of Funds - The terms of this Agreement and any
19 extensions, and the services to be provided, are contingent on the approval of funds by the
20 appropriating government agency. If sufficient funds are not allocated, the services provided may
21 be modified, or this Agreement terminated at any time by giving FUSD thirty (30) days advance
22 written notice.

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

28 5. COMPENSATION/INVOICING:

1 As compensation to COUNTY for the performance of its services under this
2 Agreement, FUSD agrees to pay COUNTY and COUNTY agrees to receive compensation as
3 follows: Four (4) payments of eighty four thousand, three hundred seventy five dollars (\$84,375)
4 paid on or about the dates of October 1, 2018 and January 1, March 1 and June 1, 2019,
5 respectively; however, not to exceed in aggregate the maximum amount payable under this
6 Agreement of three hundred thirty seven thousand five hundred dollars (\$337,500). COUNTY
7 shall invoice FUSD as noted in this section, addressed to: Fresno Unified School District
8 Accounting Department, 2309 Tulare Street, Fresno, CA 93721. Payments by FUSD shall be
9 made within forty five (45) days of receipt of an invoice for services provided by COUNTY.

10 6. INDEPENDENT CONTRACTOR:

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

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

22 7. MODIFICATION:

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

27 8. NON-ASSIGNMENT:

28 Neither COUNTY nor FUSD 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:

FUSD agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by FUSD, 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 FUSD, its officers, agents, or employees under this Agreement.

COUNTY agrees to indemnify, save, hold harmless, and at FUSD's request, defend the FUSD, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to FUSD 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 FUSD 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 9 shall survive termination or expiration of this Agreement.

10. INSURANCE

Without limiting COUNTY's right to obtain indemnification from FUSD or any third parties, FUSD, 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

1 arrangement or Joint Powers Agreement throughout the term of this Agreement. Coverage by
2 FUSD shall be provided for General Liability and Workers' Compensation. Upon request from
3 COUNTY, FUSD shall provide certificates of insurance or self-insurance evidencing such
4 coverage.

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

12 11. AUDITS AND INSPECTIONS:

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

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

20 12. NOTICES:

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

<u>COUNTY</u>	<u>FUSD</u>
Chief Probation Officer	Superintendent
3333 E. American Ave., Suite B	Fresno Unified School District
Fresno, CA 93725	2309 Tulare Street
	Fresno, CA 93721

26 Any and all notices between COUNTY and FUSD provided for under this
27 Agreement shall be in writing and shall be deemed duly served when personally delivered to one
28 of the parties, or in lieu of such personal service, when deposited in the United States Mail,

1 postage prepaid, addressed to such party.

2 13. GOVERNING LAW:

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

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

7 14. ENTIRE AGREEMENT:

8 This Agreement constitutes the entire agreement between COUNTY and
9 FUSD with respect to the subject matter hereof and supersedes all previous Agreement
10 negotiations, proposals, commitments, writings, advertisements, publications, and understandings
11 of any nature whatsoever unless expressly included in this Agreement.

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

3 FRESNO UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO

4 
5 Ruth F. Quinto
6 Deputy Superintendent/CFO


Sal Quintero
Chairperson of the Board of Supervisors
of the County of Fresno

7 2309 Tulare Street
8 Fresno, CA 93721
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13 APPROVED AS TO LEGAL FORM:
14 Andrew DeLaTorre, Director

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

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17 Risk Management for FUSD

By:


Deputy

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22 FOR ACCOUNTING USE ONLY:
23 FUND: 0001
24 ORG: 34300540
25 SUBCLASS: 10000
26 ACCOUNT: 4895
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