

AGREEMENT

THIS AGREEMENT, hereinafter referred to as "Agreement," is made and entered into this 25th day of September, 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 CENTRAL UNIFIED SCHOOL DISTRICT, whose address is 4605 N. Polk, Fresno, CA 93722, hereinafter referred to as "CENTRAL USD."

WITNESSETH:

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

WHEREAS, the CENTRAL USD desires services from the Fresno County Probation Department be provided to students 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 (2) 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 CENTRAL USD:**

CENTRAL USD shall compensate and remit payment to COUNTY, as provided herein, a total compensation amount not to exceed seventy five thousand dollars (\$75,000).

2. **OBLIGATIONS OF THE COUNTY:**

COUNTY 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 written 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:

A. Provide supervision of students on formal and informal probation attending CENTRAL USD high school sites as determined by mutual written agreement of the CENTRAL USD

1 and COUNTY's Chief Probation Officer while this Agreement is in effect.

2 B. Operate Police/Sheriff/Probation Teams that provide investigation and
3 intervention services concerning students involved in delinquent activity on the high school campuses.

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

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

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

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

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

20 3. TERM:

21 This Agreement shall become effective on the 1st day of July, 2018 and shall
22 terminate on the 30th day of June, 2019, unless sooner terminated as provided in this Agreement.

23 4. TERMINATION:

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

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

28 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 CENTRAL USD. Neither shall continued provision of services by COUNTY impair or prejudice any remedy available to COUNTY with respect to the breach or default.

C. Non-Allocation of Funds - The terms of this Agreement and any extensions, and the services to be provided, are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, the services provided may be modified, or this Agreement terminated at any time by giving CENTRAL USD thirty (30) days advance written notice.

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

5. COMPENSATION/INVOICING:

For the services performed by COUNTY under this Agreement, CENTRAL USD agrees to pay COUNTY and COUNTY agrees to receive compensation as follows: Four (4) payments of eighteen thousand seven hundred fifty dollars (\$18,750) paid on or about the dates of October 1, 2018 and January 1, March 1 and June 1, 2019, respectively; however, not to exceed in aggregate the maximum amount payable under this Agreement of seventy five thousand dollars (\$75,000). COUNTY shall invoice CENTRAL USD as noted in this section, addressed to: Kelly Porterfield, Chief Business Officer, 4605 N. Polk Avenue, Fresno, CA 93722. Payments by CENTRAL USD shall be made within forty five (45) days of receipt of an invoice for services provided by COUNTY.

6. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by COUNTY under this

1 Agreement, it is mutually understood and agreed that COUNTY, including all assigned Deputy Probation
2 Officers, will at all times be acting and performing as an independent contractor, and shall be an employee
3 of COUNTY and not an employee or agent of CENTRAL USD. Furthermore, CENTRAL USD shall have
4 no right to control or supervise or direct the manner or method by which COUNTY shall perform its work
5 and function. However, CENTRAL USD shall retain the right to administer this Agreement so as to verify
6 that COUNTY is performing its obligations in accordance with the terms and conditions thereof.

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

10 7. MODIFICATION:

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

15 8. NON-ASSIGNMENT:

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

19 9.HOLD HARMLESS:

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

27 COUNTY agrees to indemnify, save, hold harmless, and at CENTRAL USD 's request, defend
28 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 9 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' Compensation. Upon request from CENTRAL USD, COUNTY shall provide a certificate of insurance or self-insurance providing evidence of such coverage.

11. AUDITS AND INSPECTIONS:

COUNTY shall at any time during business hours, make available to CENTRAL USD for examination all of its records and data with respect to the matters covered by this Agreement. COUNTY

1 shall, upon request by CENTRAL USD, permit the CENTRAL USD to audit and inspect all of such records
2 and data necessary to ensure COUNTY's compliance with the terms of this Agreement.

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

6 12. NOTICES:

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

9 COUNTY

10 Chief Probation Officer

11 Fresno Co. Probation Dept.

3333 E. American Ave., Suite B 4605 N. Polk

Fresno, CA 93725

CENTRAL USD

Superintendent

Central Unified School District

3333 E. American Ave., Suite B 4605 N. Polk

Fresno, CA 93725

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

16 13. GOVERNING LAW:

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

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

21 14. ENTIRE AGREEMENT:

22 This Agreement constitutes the entire agreement between COUNTY and CENTRAL
23 USD with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
24 proposals, commitments, writings, advertisements, publications, and understandings of any nature
25 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, Assistant Superintendent,
CBO

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

Date: 8-16-18

Date: 9/25/18

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

By: [Signature]
Deputy

FOR ACCOUNTING USE ONLY:

FUND: 0001
ORG: 343000545
SUBCLASS: 10000
ACCOUNT: 4895