

A G R E E M E N T

THIS AGREEMENT, ("Agreement") is made and entered into this 5th day of November, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and SANGER UNIFIED SCHOOL DISTRICT, whose address is 1905 Seventh Street, Sanger, CA 93657, ("CONTRACTOR" or "SANGER USD").

W I T N E S S E T H:

WHEREAS, some students attending SANGER USD 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 SANGER USD; and

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

WHEREAS, COUNTY is able to fund the remaining costs for one (1) Deputy Probation Officer, 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:

SANGER USD shall compensate and remit payment to COUNTY, as provided herein, a total annual compensation amount not to exceed thirty-seven thousand, five hundred dollars (\$37,500) during the term of this Agreement, in accordance with Section 5, herein.

2. OBLIGATIONS OF COUNTY:

COUNTY shall assign one (1) Deputy Probation Officer to be responsible for ordinary probation services on a full-time basis at SANGER USD school sites in Sanger, as determined by mutual written agreement of SANGER USD 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 School Attendance Review Board ("SARB") court hearings on a weekly basis.

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

limited to, the following:

A. Provide supervision of students on formal and informal probation attending SANGER USD school sites in Sanger, as determined by mutual written agreement of SANGER USD and the Chief Probation Officer, while this Agreement is in effect.

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

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

E. 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. Attend regular interagency meetings of the participating agencies.

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

H. Promote youth development by introducing age-appropriate prevention and intervention programs on selected SANGER USD 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:

The term of this Agreement shall be for a period of one (1) year, retroactively commencing on July 1, 2019, through and including June 30, 2020. This Agreement may be extended for

four (4) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the day of the next twelve (12) month extension period. The Chief Probation Officer or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION:

A. Without Cause – Either party may terminate this Agreement without cause by giving at least thirty (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 SANGER 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 without penalty by giving SANGER USD thirty (30) days advance written notice.

Upon any termination of this Agreement, COUNTY shall be compensated for all services provided to SANGER USD, up to and including the date of termination based upon a prorated amount: *i.e.*, the total financial obligation of SANGER 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:

As compensation to COUNTY for the performance of its services under this Agreement, SANGER USD agrees to pay COUNTY, and COUNTY agrees to receive, compensation as follows: SANGER USD shall pay to COUNTY an annual maximum compensation amount not to exceed thirty seven thousand five hundred dollars (\$37,500), in four (4) payments of nine thousand, three hundred, seventy-five dollars (\$9,375) paid on or about the dates of October 1, January 1, March 1, and June 1, for each year that the Agreement is in place. In no event shall the maximum compensation amount payable to COUNTY by SANGER USD collectively under this Agreement for the total potential five (5) year Agreement term exceed one hundred, eighty-seven thousand, five hundred dollars (\$187,500). COUNTY shall invoice SANGER USD as noted in this section, addressed to: Matthew Navo, Superintendent/Chief Business Officer, 1905 Seventh Street, Fresno, CA 93657. Payments by SANGER USD shall be made to COUNTY 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 Agreement, it is mutually understood and agreed that COUNTY, including all assigned Deputy Probation Officers, will at all times be acting and performing as an independent contractor, and shall be an employee of COUNTY and not an employee or agent of SANGER USD. Furthermore, SANGER USD shall have no right to control or supervise or direct the manner or method by which COUNTY shall perform its work and function. However, SANGER USD 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.

SANGER USD 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 SANGER USD may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or any rights of it waived except by such a writing.

8. NON-ASSIGNMENT:

Neither COUNTY nor SANGER USD 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:

SANGER USD agrees to indemnify, save, hold harmless, and at COUNTY's request, defend 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 SANGER USD, 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 SANGER USD, its officers, agents, or employees under this Agreement.

COUNTY agrees to indemnify, save, hold harmless, and at SANGER USD's request, defend the SANGER USD, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to SANGER 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 SANGER 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 SANGER USD or any third parties, SANGER 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 SANGER

USD shall be provided for General Liability and Workers' Compensation. Upon request from COUNTY, SANGER USD shall provide certificates of insurance or self-insurance evidencing such coverage.

Without limiting SANGER 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 SANGER USD, 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 SANGER USD for examination all of its records and data with respect to the matters covered by this Agreement. COUNTY shall, upon request by SANGER USD, permit SANGER USD 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 California State Auditor 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:

<u>COUNTY</u>	<u>SANGER USD</u>
Chief Probation Officer	Superintendent
3333 E. American Ave., Suite B	Sanger Unified School District
Fresno, CA 93725	1905 Seventh Street
	Sanger, CA

All notices between the COUNTY and SANGER USD provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier

1 service is effective one COUNTY business day after deposit with the overnight commercial courier
2 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the
3 recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is
4 completed (but, if such transmission is completed outside of COUNTY business hours, then such
5 delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided
6 that the sender maintains a machine record of the completed transmission. For all claims arising out of
7 or related to this Agreement, nothing in this section establishes, waives, or modifies any claims
8 presentation requirements or procedures provided by law, including but not limited to the Government
9 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

10 13. GOVERNING LAW:

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

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

15 14. ENTIRE AGREEMENT:

16 This Agreement constitutes the entire agreement between COUNTY and SANGER
17 USD with respect to the subject matter hereof, and supersedes all previous Agreement negotiations,
18 proposals, commitments, writings, advertisements, publications, and understandings of any nature
19 whatsoever, unless expressly included in this Agreement.

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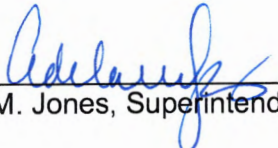
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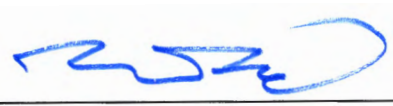
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

SANGER UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO



Adela M. Jones, Superintendent

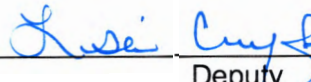


Nathan Magsig, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:

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

By:



Deputy

FOR ACCOUNTING USE ONLY:

FUND: 0001
ORG: 34300540
SUBCLASS: 10000
ACCOUNT: 4895