

AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into this 10th day of December, 2019 ("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 COUNTY SUPERINTENDENT OF SCHOOLS, whose address is 1111 Van Ness Avenue, Fresno, CA 93721, hereinafter referred to as "FCSS."

WITNESSETH:

WHEREAS, the Fresno County Board of Education established and maintains a Community School Program pursuant to the provisions of the California Education Code, commencing with Section 1980, which program operates in part under the name of the Violet Heintz Education Academy – Day Reporting Center ("VHEA-DRC");

WHEREAS, students attending the VHEA-DRC are court wards on probation who were referred to the VHEA-DRC by the court or a Probation Officer;

WHEREAS, COUNTY is unable to fund the assignment of one Deputy Probation Officer solely to the VHEA-DRC; and

WHEREAS, FCSS desires that services from the Fresno County Probation Department, including the assignment of one Deputy Probation Officer, be extended to cover students attending the VHEA-DRC, and has obtained funding for that purpose.

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

1. **OBLIGATIONS OF THE FCSS:**

FCSS shall compensate and remit to COUNTY, as provided herein, an amount equal to the cost of one (1) Deputy Probation Officer for assignment to the VHEA-DRC, not to exceed, in aggregate, the maximum amount payable under this Agreement of \$147,396.

2. **OBLIGATIONS OF THE COUNTY:**

The Fresno County Probation Department shall assign one (1) Deputy Probation Officer to be responsible for ordinary probation services on a full-time basis at the VHEA-DRC, as determined by

1 mutual agreement of the FCSS and COUNTY's Chief Probation Officer, while this Agreement is in full force
2 and effect. These services are to be provided primarily to VHEA-DRC wards/students, and may be
3 provided to students onsite who are attending the Violet Heintz Education Academy – Educational Only
4 (VHEA-Ed Only) program as incidents arise.

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

- 7 1) Provide case management services, including but not limited to a case plan,
8 for each ward/student attending the VHEA-DRC;
- 9 2) Monitor all minors on probation while they are on the VHEA campus;
- 10 3) Monitor and enforce orders of the Court, which includes making school
11 attendance, as well as periodic, random, and mutually agreed upon field
12 attendance compliance operations (when feasible) a condition of probation for
13 students attending the VHEA-DRC;
- 14 4) Assist as a support person in the VHEA-DRC program by working on student
15 tardiness, attendance, and misconduct;
- 16 5) Arrange for meetings with school staff, parents, student, and Probation
17 Officers for the purpose of screening students for various programs (i.e.,
18 substance abuse, mental health services), and reviewing progress;
- 19 6) Keep the appropriate program personnel informed of student and parent
20 problems and concerns;
- 21 7) Encourage students to lead a safe and crime-free lifestyle, and counsel them
22 to avoid violence, substance abuse, and tobacco usage; and
- 23 8) Collaborate with school, mental health, substance abuse treatment, and
24 community-based organization staff associated with the VHEA-DRC program.

25 3. TERM:

26 This Agreement shall be effective for County Fiscal Year 2019-20, retroactively
27 commencing on July 1, 2019, and ending on June 30, 2020.

28 4. TERMINATION:

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

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

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

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

9 In no event shall continued provision of services by COUNTY constitute a waiver by
10 COUNTY of any breach of this Agreement or any default that may then exist on the part of FCSS.
11 Neither shall continued provision of services by COUNTY impair or prejudice any remedy available to
12 COUNTY with respect to the breach or default.

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

17 5. COMPENSATION/INVOICING:

18 For services performed by COUNTY under this Agreement, FCSS agrees to pay
19 COUNTY, and COUNTY agrees to receive compensation from FCSS quarterly and in arrears, on or after
20 the dates of October 1, 2019, January 1, April 1, and July 1, 2020, respectively, not to exceed in the
21 aggregate the annual maximum amount payable under this Agreement of \$147,396. Invoices shall be sent
22 to FCSS at Fresno County Office of Education, Court and Community Schools, 4939 E. Yale, Fresno, CA
23 93727. Payments by FCSS shall be made to COUNTY within (45) days of invoice for services provided by
24 COUNTY.

25 6. INDEPENDENT CONTRACTOR:

26 In performance of the work, duties and obligations assumed by COUNTY under this
27 Agreement, it is mutually understood and agreed that COUNTY, including the assigned Deputy Probation
28 Officer, will at all times be acting and performing as an independent contractor, and shall be employees of

COUNTY and not an employee or agent of FCSS. Furthermore, FCSS shall have no right to control or supervise or direct the manner or method by which COUNTY, including the assigned Deputy Probation Officer, shall perform its work and function. However, FCSS 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.

FCSS 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 FCSS may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto without affecting the remainder of this Agreement. This Agreement shall not be modified or any rights of it waived except by such a writing.

8. NON-ASSIGNMENT:

Neither COUNTY nor FCSS 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:

COUNTY agrees to indemnify, save, hold harmless, and, at FCSS's request, defend FCSS, its officers, agents and employees from all claims, losses, judgments and expenses, including attorney fees and costs, occurring, resulting, or arising from the negligent or wrongful performance by COUNTY or its officers, employees or agents, of obligations agreed to be performed by COUNTY under this Agreement.

FCSS agrees to indemnify, save, hold harmless, and, at COUNTY's request, defend COUNTY, its officers, agents and employees from all claims, losses, judgments and expenses, including attorney fees and costs, occurring, resulting, or arising from the negligent or wrongful performance by FCSS or its officers, employees or agents, of obligations agreed to be performed by FCSS under this Agreement.

In the event of concurrent negligence on the part of COUNTY or any of its officers, agents or employees, and FCSS or any of its officers, agents, or employees, the liability for any and all

1 such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and
2 damages shall be apportioned under the State of California's theory of comparative negligence as presently
3 established or as may be modified hereafter.

4 This Section 9 shall survive termination or expiration of this Agreement.

5 10. INSURANCE:

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

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

18 11. AUDITS AND INSPECTIONS:

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

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

26 12. NOTICES:

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

COUNTY

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

CONTRACTOR

Superintendent, Fresno County Schools
1111 Van Ness Avenue
Fresno, CA 93721

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

13. GOVERNING LAW:

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

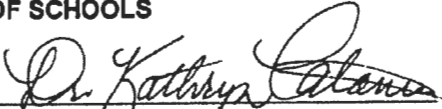
The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. ENTIRE AGREEMENT:

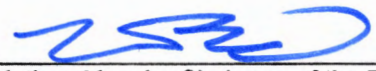
This Agreement constitutes the entire agreement between COUNTY and FCSS with respect to the subject matter hereof, and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included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

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

FRESNO COUNTY SUPERINTENDENT OF SCHOOLS **COUNTY OF FRESNO**



Dr. Kathryn Catania
Fresno County Superintendent of Schools

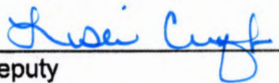


Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

1111 Van Ness Avenue
Fresno, CA 93721

Dr. Kathryn Catania, Deputy Superintendent

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: 3430
SUBCLASS: 10000
ACCOUNT: 4895