

1 1. OBLIGATIONS OF THE CONTRACTOR

2 A. FCSS shall compensate and remit to COUNTY from the TIP fund, held by
3 FCSS, an amount that will partially fund the services of two (2) Deputy Probation Officers five (5) days
4 per week. The maximum annual amount payable under this Agreement shall not exceed one hundred
5 thirty-nine thousand, six hundred and eighty-eight dollars (\$139,688).

6 B. FCSS shall timely facilitate and be responsible for obtaining each DISTRICT's
7 financial contributions to the TIP fund. FCSS shall have and maintain at its place of business a separate
8 Memorandum of Understanding (MOU) with each DISTRICT, establishing that DISTRICT's financial
9 contribution to the TIP fund. FCSS shall also be responsible for the timely transfer of each DISTRICT's
10 financial contribution into the TIP fund. A summary of each DISTRICT's contribution to the TIP fund is set
11 forth in Exhibit "A," attached for reference purposes only. An example of the MOU between FCSS and
12 each DISTRICT is set forth in Exhibit "B," attached for reference purposes only.

13 2. OBLIGATIONS OF THE COUNTY

14 The duties of the assigned Deputy Probation Officers shall include, but are
15 not limited to, the following:

- 16 1) Supporting the TIP system as developed by the DISTRICTS and the
17 Probation Department;
- 18 2) Participation in the training of school district personnel regarding the TIP
19 procedure and instruction in meeting the legal requirements of compulsory
20 education;
- 21 3) Participation in school site meetings with the parents/guardians of students
22 who have been identified as chronic absentees to notify them of the TIP
23 program, attendance laws, legal sanctions, key school contact personnel, and
24 family support agencies;
- 25 4) Participation in the school's School Attendance Review Board (SARB)
26 meetings with parents/guardians when possible;
- 27 5) Meetings and follow up with students and parents/guardians regarding
28 compliance with SARB recommendations;

- 6) Participation in the mid-year and year-end meetings with all TIP participants regarding program status and recommendations for improvement;
- 7) Responding to calls from TIP participants regarding specific problems or questions;
- 8) Acting as needed in cooperation with the school directives regarding truants;
- 9) Assisting schools in supervising identified chronic truants; and
- 10) Making home visits, accompanied by a DISTRICT employee, to families with children who are at risk of truancy.

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. 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 COUNTY or FCSS 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 COUNTY or FCSS 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; or
- 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 FCSS. Neither shall continued provision of services by COUNTY to FCSS 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 FCSS, up to and including the date of termination based upon a prorated amount: i.e. the total financial obligation of FCSS to COUNTY under this Agreement, as prorated, based upon the period of time this Agreement is in effect, compared to the total one (1) year term hereunder.

5. COMPENSATION/INVOICING

As compensation to COUNTY for the performance of its services under this Agreement, FCSS agrees to pay COUNTY, and COUNTY agrees to receive, compensation as follows: FCSS shall pay to COUNTY an annual maximum compensation amount not to exceed one hundred and thirty-nine thousand six hundred and eighty-eight dollars (\$139,688), in four (4) payments of thirty four thousand, nine hundred twenty-two dollars (\$34,922), 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 FCSS collectively under this Agreement for the total potential five (5) year Agreement term exceed six hundred and ninety-eight thousand four hundred and forty-four dollars (\$698,440). COUNTY shall invoice FCSS as noted in this section, addressed to: Fresno County Superintendent of Schools, 1111 Van Ness Avenue, Fresno, CA 93721. Payments by FCSS 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 Agreement, it is mutually understood and agreed that COUNTY, including the two (2) 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 FCSS. Furthermore, FCSS shall have no right to control, supervise or direct the manner or method by which COUNTY 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.

1 7. MODIFICATION

2 Any modifications to this Agreement requested either by COUNTY or FCSS may only be
3 effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto without
4 affecting the remainder of this Agreement. This Agreement shall not be modified or any rights of it waived
5 except by such a writing.

6 8. NON-ASSIGNMENT

7 Neither COUNTY nor FCSS may assign, transfer or subcontract their obligations under
8 this Agreement or any rights hereunder without the prior written consent of the other party.

9 9. NO THIRD-PARTY BENEFICIARIES

10 Nothing express or implied in the terms and conditions of this Agreement is intended
11 to confer, nor shall anything herein confer, upon any person or entity other than COUNTY or FCSS and
12 their respective successors or assignees, any rights, remedies, or obligations or liabilities whatsoever.

13 10. HOLD HARMLESS

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

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

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

1 This Section 10 shall survive termination or expiration of this Agreement.

2 11. INSURANCE

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

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

15 12. AUDITS AND INSPECTIONS

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

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

24 If this Agreement exceeds Ten Thousand Dollars (\$10,000.00), both parties shall
25 be subject to the examination and audit of the California State Auditor for a period of three (3) years after
26 final payment under contract (Government Code Section 8546.7).

27 13. NOTICES:

28 The persons and their addresses having authority to give and receive notices under this

1 Agreement include the following:

2 COUNTY

3 Chief Probation Officer
3333 E. American Ave., Suite B
4 Fresno , Ca 93725

FCSS

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

5
6 All notices between the COUNTY and FCSS provided for or permitted under this Agreement must be in
7 writing and delivered either by personal service, by first-class United States mail, by an overnight
8 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service
9 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective
10 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the
11 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business
12 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
13 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic
14 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed
15 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next
16 beginning of a COUNTY business day), provided that the sender maintains a machine record of the
17 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
18 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
19 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
20 beginning with section 810).

21 14. GOVERNING LAW

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

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

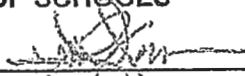
26 15 ENTIRE AGREEMENT:

27 This Agreement constitutes the entire agreement between COUNTY and FCSS with
28 respect to the subject matter hereof, and supersedes all previous agreement negotiations, proposals,

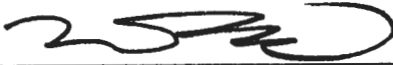
1 commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless
2 expressly included in this Agreement.

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

3
4 **FRESNO COUNTY SUPERINTENDENT
OF SCHOOLS**

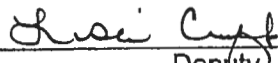
5 
6 Jim Yovino
7 Superintendent
Fresno County Superintendent of Schools

COUNTY OF FRESNO

8 
9 Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

10 1111 Van Ness
11 Fresno, CA 93727
12 Mailing Address

13 **ATTEST:**
14 Bernice E. Seidel
15 Clerk of the Board of Supervisors
16 County of Fresno, State of California

17 By: 
18 Deputy

19 **FOR ACCOUNTING USE ONLY:**

20 FUND: 0001
21 ORG: 34300280
22 SUBCLASS: 10000
23 ACCOUNT: 4895
24
25
26
27
28

EXHIBIT A

**2019 – 2020 TIP
Truancy Intervention Program**

**FINANCIAL OBLIGATIONS OF THE PARTICIPATING
SCHOOL DISTRICTS AND COUNTY SUPERINTENDENT**

Fresno County school districts participating in the Truancy Intervention Program (“TIP”) have agreed to contribute the following amounts to fund TIP for the 2019 – 2020 fiscal year:

- A. The Fresno County Superintendent of Schools shall contribute \$20,000.00;
- B. Caruthers Unified School District shall contribute \$4,827.06;
- C. Coalinga-Huron Unified School District shall contribute \$15,439.27;
- D. Firebaugh-Las Deltas Unified School District shall contribute \$8,131.50;
- E. Golden Plains Unified School District shall contribute \$6,756.37;
- F. Kerman Unified School District shall contribute \$17,172.51;
- G. Laton Unified School District shall contribute \$2,504.75;
- H. Mendota Unified School District shall contribute \$10,367.67;
- I. Sanger Unified School District shall contribute \$40,047.43;
- J. Sierra Unified School District shall contribute \$3,500.00;
- K. Washington Colony Elementary shall contribute \$1,549.13; and
- L. Washington Unified School District shall contribute \$9,392.31.

EXHIBIT B
MEMORANDUM OF UNDERSTANDING
BETWEEN THE FRESNO COUNTY SUPERINTENDENT OF SCHOOLS
AND CARUTHERS UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into by and between the Fresno County Superintendent of Schools ("FCSS") and Caruthers Unified School District ("DISTRICT"), hereinafter referred to as "the Parties." The purpose of this Agreement is to fund the Truancy Intervention Program ("TIP"), a collaborative for addressing chronic absenteeism in Fresno County Schools. TIP shall provide for a coordinated multi-agency effort involving the Fresno County Office of Education; representative Fresno County school districts; and the Fresno County Probation Department ("COUNTY").

Services that shall be provided for the schools participating in TIP are included in the Master Agreement, attached hereto, for purposes of review by the DISTRICT.

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

OBLIGATIONS OF THE FCSS

FCSS shall compensate and remit to COUNTY from the TIP fund to be held in the County School Service Fund, as provided herein, an amount equal to the cost of two (2) Deputy Probation Officers four (4) days per week, not to exceed, in aggregate, the maximum amount payable under this Agreement of One Hundred Thirty-Nine Thousand Six Hundred Eighty-Eight and 00/100 Dollars (139,688.00).

FCSS, or his designee, shall act as the central facilitator in the TIP program. FCSS shall have the power to terminate the Master Agreement for any reason as specified in the Master Agreement, and thereby release DISTRICT from this MOU from the date of termination of the Master Agreement.

OBLIGATIONS OF THE DISTRICT

DISTRICT shall contribute Four Thousand Eight Hundred Twenty-Seven Dollars and 06/100 (\$4,827.06), which is DISTRICT'S portion of the cost of the TIP program.

FCSS shall invoice DISTRICT on a quarterly basis for actual cost of service as billed by Fresno County, and DISTRICT shall pay the fee within thirty (30) days of such invoice. Should DISTRICT payment not be made within thirty (30) days of said invoice, payment will be by automatic transfer approved by the FCSS from DISTRICT'S General Fund account to the TIP fund held in the County School

Service Fund.

DISTRICT shall communicate to the FCSS any act as described in Section 4 of the Master Agreement that may be cause for termination of the Master Agreement. If FCSS terminates Master Agreement, DISTRICT shall contribute its prorated share of its contribution amount up to and including the date of termination.

TERM

This Agreement shall become effective on the 1st day of July 2019, and terminate on the 30th day of June 2020.

This Agreement constitutes the entire agreement between FCSS and DISTRICT and supersedes all previous understandings regarding this Agreement.

The Parties have executed this Agreement on the day and year written below.

SUPERINTENDENT

DISTRICT

Jim Yovino, Superintendent
or Authorized Designee
Fresno County Schools

Orin Hirschhorn, Superintendent
Caruthers Unified School District

Date: _____

Date: _____