



# County of Fresno

Hall of Records, Rm. 301  
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## Legislation Text

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**File #:** 19-0580, **Version:** 1

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**DATE:** November 5, 2019

**TO:** Board of Supervisors

**SUBMITTED BY:** Kirk Haynes, Chief Probation Officer

**SUBJECT:** Retroactive Agreement with Sanger Unified School District

### RECOMMENDED ACTION(S):

**Approve and authorize the Chairman to execute a retroactive revenue Agreement with Sanger Unified School District to provide partial funding for services provided by a Deputy Probation Officer assigned to various Sanger Unified School District school campuses, effective July 1, 2019, not to exceed five consecutive years, which includes a one-year base contract and four optional one-year extensions, total not to exceed \$187,500.**

There is no additional Net County Cost associated with the recommended action. Sanger Unified School District (SUSD) and the Probation Department desire to continue a partnership to provide services. SUSD will provide a total of \$37,500 each year toward the one Deputy Probation Officer (DPO) position, and the remaining direct costs will be funded by Juvenile Justice Crime Prevention Act (JJCPA) funds. The total for all possible five years of the agreement is \$187,500. The Fresno County Probation Department and SUSD recognize the benefit of collaborating to provide services and have a DPO participate on the Police/Sheriff/Probation Teams located on various SUSD campuses. Due to the collaborative nature of this agreement, the Department recommends your Board deviate from the County policy requiring full cost recovery (including indirect costs). This practice is consistently applied to similar agreements with other school districts. This item affects District Four.

### ALTERNATIVE ACTION(S):

If your Board does not approve the recommended action, the Probation Department will not have sufficient funding to continue providing on-campus services to the SUSD.

### RETROACTIVE AGREEMENT:

The Probation Department has been in discussions with SUSD regarding continuing to provide on-campus services. Once the agreement was finalized, it was scheduled for the next available SUSD School Board meeting, which was October 8, 2019, at which time it was approved. The Department is bringing this to your Board on the first available Board date within the agenda item processing deadlines, after SUSD's internal processing was completed.

### FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action. The total cost for the existing DPO position is \$144,745, and includes \$134,745 in salary and benefits and \$10,000 in estimated services and supplies, which includes vehicle and radio costs. For FY 2019-20, SUSD will provide a total of \$37,500 towards the costs, and the remaining \$107,245 will be funded with JJCPA funds. Based on the Probation Department's current indirect rate of 25.96% of salary and benefits, the indirect cost associated with

this position is \$34,980. It is recommended SUSD's portion of the indirect not be charged, due to the collaborative nature of the agreement, and due to the fact that the DPO is providing supervision to minors who reside within the school district boundaries. The portion of the indirect costs that can be paid for with JJCPA funds is limited to 0.5% (\$536) per funding requirements of the JJCPA program. Therefore, the Net County Cost for indirect is \$34,444. SUSD will provide \$37,500 toward the cost of the DPO position for each year of the agreement for a maximum of \$187,500 for five years. Appropriations, estimated revenues, and Probation's indirect cost for this position are included in Probation's FY 2019-20 Adopted Budget Org 3430.

DISCUSSION:

The SUSD desires the Fresno County Probation Department to continue to assign one DPO to various SUSD school campuses to provide probation services and participate on the Police/Sheriff/Probation Teams and is willing to provide partial funding in order for the Probation Department to have sufficient funds, when combined with JJCPA funds, to provide a position for this purpose. The DPO assigned to the Police/Sheriff/Probation Teams will work with SUSD staff in supervising probationers, monitoring school attendance, maintaining school safety, serving as a liaison between the school and the courts, directly supervising student activity, and screening students for various programs. In addition to providing services to the SUSD, this officer supervises juveniles on probation within SUSD boundaries.

Deputy Probation Officers were first paired with Police Officers and Deputy Sheriffs on school campuses during the 1993-94 school year and more specifically on SUSD campuses since the 2013-14 school year. Since its inception, the goal has been to promote campus safety and positive citizenship and behaviors in schools, homes, and the community. The relationship that has been developed between SUSD and the Police/Sheriff/Probation Teams is designed to be preventative in nature. The primary focus is a collaborative effort to closely monitor juvenile probationers attending the school campuses, while developing and implementing school-based prevention and intervention programs.

The recommended agreement is for one year, with four one-year renewals, upon written approval by both parties. This differs from the model contract of three years, with two one-year renewals. This will allow the Probation Department to review available JJCPA funding each year before renewing for an additional year. The previous agreement approved by your Board on September 11, 2018, for \$37,500 for services provided by one DPO, expired on June 30, 2019. In addition the agreement has a mutual hold harmless clause, which has the effect of making each party responsible for losses arising from their own negligent or wrongful performance, or failure to perform. The Risk Management Division of Human Resources has reviewed and finds the provisions acceptable.

REFERENCE MATERIAL:

BAI # 43 - September 11, 2018

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with SUSD

CAO ANALYST:

Samantha Buck