

**MEMORANDUM  
PROBATION DEPARTMENT  
COUNTY OF PLACER**

**TO:** Honorable Board of Supervisors

**FROM:** Steve Pecor, Chief Probation Officer

**DATE:** July 8, 2008

**SUBJECT:** Approve and sign a contract with Connections in the amount of \$207,500.04 for Fiscal Year 2008 - 2009 to provide Peer Court services to at-risk minors in support of the collaborative efforts of Placer County's Systems Management, Advocacy and Resource Team, SMART.

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**ACTION REQUESTED**

Approve and sign a contract with Connections in the amount of \$207,500.04 for Fiscal Year 2008 - 2009 to provide Peer Court services to at-risk minors in support of the collaborative efforts of Placer County's Systems Management, Advocacy and Resource Team, S.M.A.R.T.

**BACKGROUND**

In 1991 Placer County officials were faced with the fact that the number of juvenile crime cases was over 1500. There were increasing incidents of "low-level" infractions, misdemeanors and some felonies that included petty theft, shoplifting, possession of drugs and alcohol, drunk and disorderly behavior, and more cases involving weapons. A coalition of county department heads decided to do something to address these increasing numbers and reverse the trend.

The coalition, the Systems Management, Advocacy and Resource Team, "S.M.A.R.T", is composed of key representatives from various departments including Probation, Social Services, Mental Health, Juvenile Court, and the school system who work together to address the issues that revolve around children. Judge J. Richard Couzens, presiding Juvenile Court Judge at the time, knew of a program in Eureka called Teen Court that seemed to be working. A group visited and studied the Humboldt program, liked it, and decided to give it a try in Placer County.

The first Peer Court session was held in April 1992. Peer Court is now held four times a month on Tuesday evenings - the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday at the Auburn Historic Courthouse and the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday at the Roseville Courthouse. Students assume the roles of clerk, bailiff and jurors. Some jury members are past defendants, since a part of every sentence is a minimum of two times on jury duty. The attorneys representing the prosecution and the defense are also teens who have undergone some training in how to read police reports, present arguments and generally present a case before a judge and jury. Over 65 Placer County attorneys are donating their time to assist the teen attorneys in their case preparation and come to court on the evening their teen is scheduled to appear.

Funding for the project comes from participating schools dedicating some of their drug and alcohol and safe school monies, the Placer County Courts, Placer County Probation Department, the Placer County Office of

Education and the Placer County Bar Association. Dollars in previous years have come from grants out of the Office of Criminal Justice Planning, the Placer County Health and Human Services Department, the California Department of Education and the California Judicial Council's Collaborative Justice Courts Advisory Committee. At a cost of \$3,000 to \$5,000 to send a juvenile case through the regular probation and juvenile court procedures, Peer Court is saving Placer County money. The budget for fiscal year 2006-2007 was \$200,000. Approximately 5000 students were served through the school and court programs in fiscal year 2006. Peer Court handled over one third of all the juvenile citations issued in Placer County.

The SMART Collaborative will manage Connections and Peer Court activities, while Probation assumes the fiduciary responsibilities previously assumed by the Superior Court of California for Placer County and pursuant to the County/Court MOU as executed on June 17, 2008.

#### **FISCAL IMPACT**

The contract resulting from this recommendation will be in the maximum amount of \$207,500.04. Today, four partners have agreed to fund Peer Court as provided by Connections for Fiscal Year 2008-09. The Superior Court of California for Placer County has agreed to fund \$100,000.00. Placer County Office of Education has agreed to fund \$22,500.00. The Placer County Bar Association will fund \$5,000.00. And the Probation Department in its proposed budget for FY 2008-09 has budgeted \$80,000.00 from monies received through the State of California's Juvenile Probation and Camps Funding. Your Board's approval of this renewal will not impact County General Fund monies.

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THIS AGREEMENT MADE AND ENTERED into this 1st day of July, 2008, BY AND BETWEEN the County of Placer, hereinafter referred to as "COUNTY" and Connections, hereinafter referred to as "SECOND PARTY".

WHEREAS, the COUNTY is desirous of receiving certain services; and

WHEREAS, SECOND PARTY is willing to perform such services;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. **SCOPE OF WORK:** COUNTY hereby hires SECOND PARTY as an independent contractor to do that work set forth in the exhibit entitled "Scope of Work" attached hereto and incorporated herein by this reference.
2. **AMENDMENT TO SCOPE OF WORK:** Scope of Work may be amended with the mutual written agreement of both parties.
3. **TERM OF CONTRACT:** SECOND PARTY agrees to complete the Scope of Work for the one (1) year period of July 1, 2008 to July 30, 2009, unless terminated earlier under the provisions of Section 16.
4. **PROGRESS REPORTS:** SECOND PARTY shall submit such progress reports as may be requested by the COUNTY.
5. **PAYMENT FOR SERVICES:** COUNTY shall pay the total sum of \$207,500.04. This shall be payable in twelve (12) equal payments of \$17,291.67, due and payable by the 10<sup>th</sup> of each month, commencing thirty (30) days after onset of services.
  - A. The payment of the sum provided in the preceding paragraph is preconditioned on the fact that the Peer Court Project will receive the following funds during the term of this contract:
    1. \$100,000. from the Superior Court of California for Placer County.
    2. \$80,000. from the County of Placer, through the Placer County Probation Department.
    3. \$22,500. from the Placer County Office of Education.
    4. \$5,000. from the Placer County Bar Association.
  - B. If for any reason the project receives funds in an amount less than indicated, either party may cancel this contract as set forth in section 16.
  - C. In accordance with the Memorandum of Understanding for the operation of the Placer County Peer Court Project incorporated herein by reference, Probation has been designated the fiduciary agency for the accounting and payment of funds received and dispersed under the terms of this agreement. It is agreed that all funds received from the

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sources listed above will be deposited in an interest bearing account with the County of Placer administered by Probation.

- 6. **RECORDS:** SECOND PARTY shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to SECOND PARTY until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement.
- 7. **EMPLOYEES OF SECOND PARTY:** All persons performing services for SECOND PARTY shall be independent contractors or employees of SECOND PARTY and not employees of COUNTY. SECOND PARTY shall be solely responsible for the salaries and other applicable benefits, including Worker's Compensation, of all such personnel.
- 8. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** The SECOND PARTY hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. SECOND PARTY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the SECOND PARTY. SECOND PARTY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against SECOND PARTY or the COUNTY or to enlarge in any way the SECOND PARTY'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

- 9. **INSURANCE:** SECOND PARTY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.
- 10. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.** Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to SECOND PARTY'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

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Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

SECOND PARTY shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

11. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of SECOND PARTY, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by SECOND PARTY in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If SECOND PARTY carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

D. If SECOND PARTY carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) for Products-Completed Operations
  - One million dollars (\$1,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

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E. Special Claims Made Policy Form Provisions:

SECOND PARTY shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- >One million dollars (\$1,000,000) each occurrence
- >One million dollars (\$1,000,000) aggregate for Products Completed Operations
- >One million dollars (\$1,000,000) General Aggregate

(2) The insurance coverage provided by SECOND PARTY shall contain language providing coverage up to six (6) months following the completion

of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

12. **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the SECOND PARTY, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

13. **AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

14. **PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

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Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000. If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than \$1,000,000 per incident, \$2,000,000 in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

- 15. **NONASSIGNABILITY:** This Agreement, rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of the COUNTY.
- 16. **CANCELLATION:** This Agreement may be cancelled by COUNTY or SECOND PARTY without cause upon the giving of thirty (30) days written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation by COUNTY or SECOND PARTY, SECOND PARTY shall be paid for all work performed to the date of cancellation.

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

COUNTY OF PLACER, "COUNTY"

By: \_\_\_\_\_  
Jim Holmes, Chair  
Placer County Board of Supervisors

"SECOND PARTY"

By: *Karen Green*  
Karen Green  
Connections

Attachments: Scope of Work

## Scope of Work Connections

- A. CONSULTANT agrees to provide all services necessary for the coordination of the Peer Court Project in accordance with the supervision and direction of the Peer Court Board of Directors, as set forth in the current Memorandum of Understanding for the operation of Placer County Peer Court, the provisions of which are incorporated herein by this reference. Such services include, but are not limited to the following:
1. Receipt and assignment of cases referred to the project by the courts, schools, police, and Placer County Probation Department, such services to include the assignment of student attorneys to represent the defendant and prosecution and mentor attorneys made available by the Placer County Bar Association.
  2. Calendaring of cases for trial; such calendaring includes assignment of trial dates, and arrangements for student court staff and jurors.
  3. Monitoring of sentences imposed on juvenile offenders.
  4. Maintaining all files and records of the program in a reasonably confidential and secure manner.
  5. Assist in the updating of the Juvenile Justice Handbook used in the schools; printing the handbook and assisting in its distribution to the schools.
  6. Coordinating the speaker presentations to the schools participating in the Project.
  7. Drafting and submitting any grant applications suitable for the Project.
  8. Drafting an operational budget to be submitted to the Board of Directors for their approval within 30 days from the commencement of this contract.
  9. Submitting an annual yearend report identified by line item showing the amount expended in each budget item, and retaining all underlying documentation for any expenditures for audit by Probation.
  10. Responding to communications regarding the Project from other counties, government agencies and persons.
  11. Representing the Project at suitable state and national conferences; including the payment of all travel and other expenses of all persons attending such conferences on behalf of the Project, within the funds available for such purpose as set forth in the operational budget as approved by the Board of Directors.

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12. Hiring staff and contracting for other services necessary for the performance of this contract.
13. Providing suitable office space and telephone service for the Project.
14. Meeting the requirements of any grant received by the Peer Court Project.
15. Setting office hours and schedules for performance of the duties set forth in the scope of services of this contract.
16. Providing supervision of a Community Service Program to serve all juveniles ordered to perform community service by Peer Court.

**B. SUPERVISION:**

1. It is understood between the parties that the terms and conditions of this contract shall be supervised under the direct supervision of the Peer Court Board of Directors.

