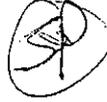


**MEMORANDUM
PROBATION DEPARTMENT
COUNTY OF PLACER**

TO: Honorable Board of Supervisors

FROM: Stephen G. Pecor, Chief Probation Officer



DATE: March 2, 2010

SUBJECT: **Authorize the Chief Probation Officer to sign a memorandum of understanding to allow for the Probation Department to share a facility with Placer County Office of Education at the Mid-Placer Youth Resource Center in Auburn.**

ACTION REQUESTED

It is respectfully requested that your Board authorize the Chief Probation Officer to sign the attached memorandum of understanding. The memorandum of understanding would allow the Placer County Probation Department to enter into an agreement to receive up to \$98,962 for services from the Placer County Office of Education at the Mid-Placer Youth Resource Center in Auburn.

BACKGROUND

The Juvenile Justice Crime Prevention Act has provided supplemental funding for Placer County to implement programs that will impact juvenile justice throughout the County since 2001. The original Youth Resource Center which was established in 2001 and provides essential educational and life skills programs to at risk children in our community. While this facility is located in Roseville, services are provided to youth from throughout western Placer County.

This memorandum of understanding furthers the formalized relationship between the County and the Office of Education by expanding these activities through a grant obtained and administered by PCOE and funded with ARRA monies. This opportunity will create a new shared facility at Auburn's Mid-Placer Youth Resource Center. This facility will complement our existing collaborative effort in Roseville, while expanding services to minors throughout the west slope of Placer County.

FISCAL IMPACT

This memorandum of understanding will preserve an allocated position within the Probation Department budget, as this MOU will fund a position proposed to be unfunded as part of Probation's 3 and 5% reduction scenarios in its proposed FY11 budget. This agreement would guarantee funding for one Deputy Probation Officer II at a rate not to exceed \$98,962. There is no General Fund impact as a result of this MOU, as all monies expended for this MOU are accounted for within Probation's current (FY2010) and proposed (FY2011) budgets.

MEMORANDUM OF UNDERSTANDING
PLACER COUNTY OFFICE OF EDUCATION
PLACER COUNTY PROBATION DEPARTMENT

This Memorandum of Understanding (hereinafter "MOU") by and between the Placer County Office of Education (hereinafter "PCOE") and the County of Placer through its Probation Department (hereinafter "PROBATION"), outlines the respective responsibilities of the parties for collaboratively implementing the Mid-Placer Youth Resource Center Community School, located at 173 Oak Street, Auburn, CA 95603 (hereinafter "facility"). This MOU shall become effective following the approval of both parties.

RECITALS

WHEREAS, there is space available at the Mid-Placer Community School in Auburn and PCOE desires to make it available for PROBATION's use;

WHEREAS, PROBATION desires to utilize the facilities at the Mid-Placer Community School to collaboratively provide youth services and programming through a Youth Resource Center;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, the signatory parties agree as follows:

1. PURPOSE

The purpose of this agreement is to jointly implement the Youth Resource Center Community School, a community school and life skills learning center for at risk youth in Placer County. The objective of the joint partnership between PCOE and PROBATION is to provide the at risk youth of the Mid-Placer Region of the County with a Youth Resource Center similar to the Sundown Youth Resource and Education Center in Roseville.

2. TERM

The term of this MOU shall commence on the date hereof and shall end on June 30, 2010, unless otherwise terminated earlier by the provisions of this MOU. Upon the expiration of the initial term of this MOU, PROBATION and PCOE have the option of extending this MOU for a period of one (1) year on the same terms and conditions as set forth in this MOU. If PROBATION and PCOE decide to exercise the option to extend the term of this MOU, this agreement will be documented in writing, no less than 60 days prior to the beginning of the one-year term option.

3. TERMINATION

This MOU may be terminated prior to the initial term's Expiration Date, or the option period, if exercised, by mutual written agreement of both parties.

Either party may terminate this MOU without cause upon a thirty (30) day written notice served upon the other party. Notice shall be deemed served on the day of the mailing.

Any party may terminate this MOU for any material breach of the provisions found therein if written notice is given to the offending party informing them of the breach and the material breach is not cured within ten (10) days from receipt of the written notice.

4. RESPONSIBILITIES OF PARTIES

A. PCOE's Responsibilities

1. PCOE will provide a facility in which the Youth Resource Center will be operated. PCOE will be the fiduciary for the lease, rent, and regular facility-related expenses.
2. Payment will be the sole responsibility of PCOE. This will include the cost of the utilities, including: electricity and gas (PG&E); the cost of the garbage (Auburn Disposal), and the operation and maintenance of the copy machine. The phone/communication payments are to be billed separately by the Placer County Telecommunications Department to PCOE.
3. PCOE will provide PROBATION a copy of all terms and conditions for the Alder Grove Center lease with Auburn Union Elementary School District (hereinafter "Lease"). PCOE agrees to abide by all the terms and conditions defined in the Lease.
4. PCOE agrees to fund one Deputy Probation Officer II (including all taxes and benefits), at an annual rate not to exceed \$98,962.
5. PCOE will provide Probation's DPO II with a desk, chair, laptop computer and other office supplies as needed while assigned to the mid-Placer YRC during the term of this agreement.
6. PCOE will operate community school programs at the Facility. PCOE is solely responsible for operation of the community school component, including curriculum, school bell schedule, educational staff assignment, etc. PCOE will collaborate and obtain Probation's referral in regard to wards of the Court who are placed in the PCOE-operated educational programs at the Youth Resource Center.

A. PROBATION's Responsibilities

1. PROBATION will assign a Probation Officer to the Youth Resource Center during school hours. It shall be understood that the officer will have a caseload designed to maximize collaborative efforts in the geographic region that Alder Grove serves including these school districts, therefore the officer may not be in the classroom or available in the classroom on a daily basis.
2. Probation will invoice PCOE quarterly the cost of funding one DPO II. Probation will invoice the actual costs of the currently assigned staff. This amount will not exceed \$98,962 annually.

3. Probation will provide its DPO II assigned to the mid-Placer YRC with a cellular airtime card to enable the officer to access probation records at most times.
4. Probation will provide PCOE with appropriate measures of program effectiveness as required to insure PCOE meets the dictates of their funding source. This may include measures of student attendance, GPA and student progress in programmatic activities.

B. JOINT RESPONSIBILITIES

1. PCOE and PROBATION staff will work together to insure no interruptions or disruptions occur to the other's programs.
2. The office space will be utilized jointly as determined by PCOE and PROBATION. Staff restrooms, kitchen, student restroom, and hallways are shared jointly by PCOE and PROBATION.
3. PCOE and PROBATION shall be jointly responsible for the safety and well being of minors who are participating in the programs or field trips sponsored jointly by PCOE and PROBATION. Neither PCOE nor PROBATION shall be responsible for the safety and well being of minors who are participating in programs or field trips which are exclusively sponsored by the other party.
4. PROBATION and PCOE will operate the Youth Resource programs in the Facility. PROBATION and PCOE are jointly responsible for operation of the Youth Resource Center, including staffing, providers, and YRC afternoon and evening scheduling.

5. INDEPENDENT CONTRACTOR STATUS

The parties hereto agree that the relationship created by the MOU is that of independent contractors. Each party will be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensations coverage, and other benefits of any kind, as required by law, for its employees.

6. INDEMNIFICATION/HOLD HARMLESS

PROBATION shall indemnify, defend, and hold PCOE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage arising out of the performance of this MOU or performance under a PROBATION exclusively sponsored Youth Resource Center Community School program or field trip, but only in proportion to and to the extent such liability, loss, expense, attorneys'

fees or claims for injury or damages are caused by or result from the negligent, intentional, or wrongful acts or omissions of PROBATION, its officers, agents, or employees.

PCOE shall indemnify, defend, and hold PROBATION, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage arising out of the performance of this MOU or performance under a PCOE exclusively sponsored Youth Resource Center Community School program or field trip, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent, intentional, or wrongful acts or omissions of PCOE, its officers, agents, or employees.

7. INSURANCE

PCOE and PROBATION shall maintain during the term of the MOU, comprehensive general liability and property damage insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00). Each party shall provide the other with evidence of coverage.

PCOE agrees to waive its' right of recovery for workers' compensation payments made to its' employees for injuries that arise from the work performed under this contract. This waiver does not extend to the rights of PCOE's employees and PCOE reserves its' rights to be reimbursed from any recovery funds obtained by its' injured employees.

8. NON-ASSIGNABILITY

The rights and duties of this MOU shall not be assigned in whole or in part without the express written consent of both PCOE and PROBATION.

9. LEGAL JURISDICTION

This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought, in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California and any legal proceedings shall be brought under the Superior Court of the County of Placer, State of California.

10. NOTICES

All notices prescribed by this Agreement shall be in writing and deposited in United States Mail, postage prepaid, and addressed to:

PROBATION: Stephen G. Pecor, Chief Probation Officer
Placer County Probation Department
2929 Richardson Drive, Suite B
Auburn, CA 95603

PCOE: Gayle Garbolino-Mojica, Superintendent of Schools
Placer County Office of Education
360 Nevada Street
Auburn, CA 95603

12. NON-DISCRIMINATION

Neither party shall discriminate on the basis of race, religion, sex, national origin, age and/or handicap in employment and/or operations of its programs.

13. AUDITING STANDARDS

Funds provided under this Agreement shall be included in an annual audit of the PCOE. Such audit shall be conducted at PCOE's expense in accordance with Generally Accepted Auditing Standards (GAAS). Such audit will provide PCOE and PROBATION with an independent auditor's report, financial statements and accompanying notes along with a report on PCOE's internal control structure. In accordance with GAAS, the auditor is required to identify and disclose any reportable conditions that were identified during the course of the audit. PCOE agrees to provide PROBATION with a copy of the audit report within thirty (30) days of the receipt and audit by PCOE.

14. FINGERPRINTING

PCOE and PROBATION acknowledges that provisions of the California Education Code require that all certified and non-certified employees must be fingerprinted by the California Department of Justice for a criminal records check. PCOE and PROBATION agrees to provide written assurance that all PCOE or PROBATION employees have been, or will be, cleared of serious or violent felonies before they are employed by PCOE or PROBATION, and before they have any contact with pupils. PCOE and PROBATION agree that no employee will be permitted

to have contact with pupils until the records check is completed. No employee with a record of a conviction for a serious and/or violent felony may be assigned to perform services under this MOU that will place him or her in contact with pupils without the prior written approval of PCOE and PROBATION.

15. AMENDMENTS

This MOU may be amended by mutual written consent of both the parties to this MOU. All requests for amendments must be submitted in writing and signed by both parties.

16. SEVERABILITY

In the event that any portion of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this MOU shall continue in full force and effect.

17. ENTIRE AGREEMENT

This MOU contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the date indicated below.

DATE: _____

PLACER COUNTY OFFICE OF EDUCATION

By: _____

Gayle Garbolino-Mojica

County Superintendent of Schools

DATE: _____

PLACER COUNTY PROBATION DEPARTMENT

By: _____

Stephen G. Pecor

Chief Probation Officer