

**MEMORANDUM
PROBATION DEPARTMENT
COUNTY OF PLACER**

TO: Honorable Board of Supervisors

FROM: Marshall Hopper, Chief Probation Officer *MH*

DATE: February 26, 2013

SUBJECT: Authorize the Chief Probation Officer to sign a memorandum of understanding allowing the Probation Department to share a facility with Placer County Office of Education for a Youth Resource Center.

ACTION REQUESTED

1. Authorize the Chief Probation Officer to sign the attached memorandum of understanding with Placer County Office of Education for the shared Youth Resource Center in the Sundowner Center in Roseville. The MOU shall not exceed \$45,000 in county expenses annually, with those expenses paid for through Juvenile Justice Crime Prevention Act monies as a currently budgeted county cost for FY 2012-13.

BACKGROUND

The Juvenile Justice Crime Prevention Act has provided funding for Placer County to implement programs that will impact juvenile justice throughout the County since 2001. The Youth Resource Center which was established in 2001 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 continues the formalized relationship between the County and the Office of Education in regard to activities and expenses related to our shared facility at the Youth Resource Center. The Juvenile Justice Coordinating Council recommended the County's Comprehensive Multiagency Juvenile Justice Plan (CMJJP) in accordance with the State's funding allocation in April of this year. The CMJJP includes the services to be provided through the Youth Resource Center in Roseville. This agreement is funded 100% with State monies through the Juvenile Justice Crime Prevention Act. In the prior fiscal year, this agreement resulted in expenditures that did not exceed \$45,000.

FISCAL IMPACT

This memorandum of understanding will not impact the Probation Department budget as approved for FY2012-13, as the expenses incurred as a result of this MOU have already been included in the budget the Board has approved. There is no General Fund impact as a result of this MOU, as all monies expended for this MOU are Juvenile Justice Crime Prevention Act monies provided by the State.

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

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2012, 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 jointly implementing the Youth Resource Center and County Community School at the Sundown Education Center, located at 1020 Sundown Way, Suite 170, Roseville, CA (hereinafter "Facility").

RECITALS

WHEREAS, there is space available at the Sundown Education Center in Roseville and PCOE desires to make it available for PROBATION's use;

WHEREAS, PROBATION desires to utilize the facilities at the Sundown Education Center to operate the youth resource component of the 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 County Community School, a county 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 South Placer Region of the County with a Youth Resource Center. This joint effort shall be conducted at the Sundown Education Center, which is located in Roseville.

2. TERM

The term of this MOU shall commence on the date hereof and shall end on June 30, 2013 ("Expiration Date"), unless otherwise terminated earlier by the provisions of this MOU.

3. TERMINATION

This MOU may be terminated prior to the initial term's Expiration Date 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.

In the event of termination, PCOE shall be paid for all expenses incurred up to the date of termination.

It is understood that the termination of the MOU does not relieve either party of its statutory responsibilities referenced above.

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. One-half (1/2) of the rental fees, maintenance and janitorial fee costs will pass through directly to PROBATION. Rent and PCOE maintenance and janitorial costs to be calculated on a year-to-year basis.
2. PCOE will invoice PROBATION quarterly. Payment will be the sole responsibility of PROBATION and is due upon receipt of the invoice. Invoices will include one-half (1/2) the cost of the utilities, including: electricity and gas; one half (1/2) of the cost of the garbage, and the operation and maintenance of the copy machine, which is leased by PCOE. The phone/communication payments are billed separately by the Placer County Telecommunications Department to PCOE and PROBATION.
3. PCOE will add up to a 6.73% administrative fee on all facility-related invoices for indirect costs incurred by PCOE in acting as the fiduciary for the Facility.
4. PCOE will maintain and provide PROBATION, upon request, complete and detailed fiscal records of all expenditures for rent and related facility expenses.
5. PCOE will provide PROBATION a copy of all terms and conditions for the Sundown Education Center lease with Barton G. Codiga, DBA, CV-CA Properties II, LLC. PCOE agrees to abide by all the terms and conditions defined in the Lease.
6. PCOE will operate county 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.
7. PCOE will utilize the classrooms until 3:00 p.m.
8. PCOE shall maintain at all times during this MOU complete detailed programmatic and fiscal records with regard to work performed under this MOU. PROBATION shall have the right to inspect and receive copies of such records at any reasonable time.
9. PCOE agrees to fund one Deputy Probation Officer II (including all taxes and benefits), at an annual rate not to exceed \$98,962.00.
10. PCOE will provide Probation's DPO II with a desk, laptop computer and other office supplies as needed while assigned to the south placer YRC during the term of this agreement.
11. PCOE understands and agrees that PROBATION is committed to providing a safe, humane, secure environment, free from sexual harassment. PROBATION, maintains a zero tolerance for sexual abuse and sexual harassment in its institutions. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct. To the extent that the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 1560 et seq.) [PREA] applies to this MOU, whenever applicable, PCOE will comply with PREA and all applicable PREA standards, California Division of Juvenile Justice [DJJ] policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse and/or sexual harassment within Probation Facilities/Programs/Offices owned, operated or contracted. PCOE acknowledges that, in addition to "self monitoring requirements", PROBATION will conduct announced or unannounced,

compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and policies, may result in termination of this MOU.

B. PROBATION's Responsibilities

1. PROBATION shall pay the amount stated on the quarterly invoices prepared by PCOE as provided under paragraphs A(1), A(2), and A(3) of this MOU, within thirty (30) days of receipt of the invoices.
2. PROBATION will operate the Youth Resource programs in the Facility. PROBATION is solely responsible for operation of the Youth Resource component of the Youth Resource Center, including PROBATION staffing, providers, and YRC afternoon and evening scheduling.
3. PROBATION shall approve all reasonable changes and/or amendment to the Sundown Education Center lease, and all Facility and Facility-related leases and/or contractual agreements. PROBATION will be provided with a copy of all terms and conditions for the Lease and PROBATION agrees to abide by all terms and conditions of the Lease.
4. PROBATION will assign one Probation Officer to the Youth Resource Center during school hours. It shall be understood that the officer may not have a caseload and may not be in the classroom or available in the classroom on an on-going basis.
5. PROBATION will invoice PCOE quarterly for the cost of funding one DPO II. Probation will invoice the actual costs of the currently assigned staff. This amount will not exceed \$98,962.00 annually.

C. JOINT RESPONSIBILITIES

1. PCOE and PROBATION staff will work together to ensure 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, offices, kitchen/lunch room, student restrooms, 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.

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. WORKERS COMPENSATION WC 00 03-13 (01/04 Revised Edition) – Waiver of Right to Recovery From Others:

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.

7. 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 County 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.

8. INSURANCE

Insurance: It is agreed that PCOE and PROBATION shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability and One Million Dollars (\$1,000,000) Workers' Compensation.

9. 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.

10. 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.

11. NOTICES

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

PROBATION: Marshall Hopper, Chief Probation Officer
Placer County Probation Department
11564 C Avenue
Auburn, CA 95603

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

12. CONTINGENCY OF FUNDS

PCOE understands that all funds for this Agreement are contingent upon PROBATION receiving sufficient Crime Prevention Act 2000 funds for the period covered under this contract. PCOE agrees and understands that in no event will any of PROBATION's obligations under this Agreement be funded with any other funds of the County of Placer.

13. 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.

14. AUDITING STANDARDS

Funds provided to PCOE 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.

15. 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.

16. 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.

17. 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.

18. 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: _____
Marshall Hopper,
Chief Probation Officer

