

**MEMORANDUM  
PROBATION DEPARTMENT  
COUNTY OF PLACER**

**TO:** Honorable Board of Supervisors  
**FROM:** Marshall Hopper, Chief Probation Officer  
**DATE:** August 18, 2015  
**SUBJECT:** Agreement/Placer County Office of Education/iCare-Youth Resource Center

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**ACTION REQUESTED**

Authorize the Chief Probation Officer to sign the Memorandum of Understanding (MOU) with Placer County Office of Education for the shared Youth Resource Center in an amount of \$75,000, and any amendments up to 10 percent, consistent with the MOU's subject matter and scope of work.

**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 Rocklin, 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 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 Rocklin. This agreement addresses exchange of services between the two agencies with \$75,000 of JJCPA funds being transferred to PCOE to partially fund each of two PCOE positions contributing afterschool services in the Youth Resource Center.

**FISCAL IMPACT**

There is no new County cost associated with this agreement. The costs associated with this agreement are included within the Department's Proposed Fiscal Year 2015 - 2016 budget and funded with Juvenile Justice Crime Prevention Act monies.

Attachment 1 – Placer County Office of Education iCare MOU

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

COPY

This Memorandum of Understanding (hereinafter "MOU"), effective July 1, 2015, 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 Pathways iCare Facility, located at 655 Menlo Drive, Rocklin, CA (hereinafter "FACILITY").

**RECITALS**

WHEREAS, there is space available at the Pathways iCare Facility in Rocklin and PCOE desires to make available for PROBATION'S use;

WHEREAS PROBATION desires to utilize the facilities at the Pathways iCare Facility 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 Pathways iCare Facility which is located in Rocklin.

2. **TERM**

The term of this MOU shall commence on the date hereof and shall end of June 30, 2016 ("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 with ten (10) days of 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

- i. PCOE will provide facility in which the Youth Resource Center will be operated.
- ii. 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.
- iii. PCOE will utilize the classrooms until 3:00 p.m.
- iv. 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
- v. 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.
- vi. 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

- i. PROBATION will operate the Youth Resource programs in the Facility. PROBATION is solely responsible for the operation of the Youth Resource component of the Youth Resource Center, including PROBATION staffing, providers and YRC afternoon and evening scheduling.
- ii. PROBATION will assign one Probation Officer to Pathways iCARE Charter School. The DPO assigned to the iCare Charter School and associated JJCPA after school programs is assigned to the facility as their primary work site, but shall have the flexibility of schedule to complete field work and address training demands as Probation needs dictate.
- iii. PROBATION will reimburse PCOE .50 FTE Social Worker to support the Youth Resource Center.
- iv. PROBATION will reimburse PCOE .20 FTE Student Support Practitioner to implement the Skills for Independent Living Program.

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 WC00 03-13 (01/04 Revised Edition) – WAIVER OF RIGHTS 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 work performed under this contract. This waiver does not extend to the rights of PCOE's employees and PCOE reserves the 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 attorney's 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 damage 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' fee 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: Marshal Hopper, Chief Probation Officer  
Placer County Probation  
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 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 of 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.

19. DISPUTE RESOLUTION

In the event a dispute, claim or controversy shall arise between the parties to this MOU, the parties will first attempt to negotiate in good faith to resolve the dispute between the parties. If the dispute is not resolved between the parties, the parties agree to participate in at least four hours of mediation before a neutral mediator jointly selected by the parties prior to instituting any legal action. The cost of the mediation will be shared on an equal basis between the parties. The mediation shall take place in the County of Placer. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration, lawsuit or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith. All applicable statutes of limitation and defenses based on the passage of time shall not be tolled by the requirement that any dispute, claim or controversy related to this contract be submitted to mediation.

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

DATE: June 30, 2015 **PLACER COUNTY OFFICE OF EDUCATION**

By: \_\_\_\_\_  
Gayle Garbolino-Mojica,  
County Superintendent of Schools

DATE: \_\_\_\_\_ **PLACER COUNTY PROBATION DEPARTMENT**

By: \_\_\_\_\_  
Marshal Hopper  
Chief Probation Officer