

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT. PROBATION DEPARTMENT

BOARD AGENDA# *B-13

Urgent _____ Routine X

AGENDA DATE September 18, 2001

CEO Concurs with Recommendation YES mt NO _____
(Information Attached)

4/5 Vote Required YES _____ NO x

SUBJECT:

APPROVAL OF A CONTRACT RENEWAL FOR PROBATION SERVICES FOR MODESTO CITY SCHOOLS.

STAFF RECOMMENDATIONS:

1. APPROVE THE CONTRACT RENEWAL FROM JULY 1, 2001 AND JUNE 30, 2002 BETWEEN THE PROBATION DEPARTMENT AND MODESTO CITY SCHOOLS.
2. AUTHORIZE THE CHIEF PROBATION OFFICER OR HER CHIEF DEPUTY PROBATION OFFICER TO SIGN THE CONTRACT AND ANY AMENDMENTS NOT TO EXCEED THE CONTRACT AMOUNT NOTED BELOW.

FISCAL IMPACT:

Total salary and benefit costs for two Deputy Probation Officers is \$124,354. Modesto City Schools agrees to pay not more than \$71,400 during the contract period toward the officers' full costs. County General Funds, offset by Title IV-E revenues, will pay the balance of the costs. This funding arrangement has been in effect since the contract agreement began in FY 1991-1992.

BOARD ACTION AS FOLLOWS:

No. 2001-713

On motion of Supervisor Simon, Seconded by Supervisor Caruso

and approved by the following vote,

Ayes: Supervisors: Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

APPROVAL OF A CONTRACT RENEWAL FOR PROBATION SERVICES FOR
MODESTO CITY SCHOOL

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DISCUSSION: The Stanislaus County Probation Department has had a contract with Modesto City Schools District since FY 1991-1992 to provide two Deputy Probation Officers to work with high-risk youth on K-12 school campuses with the goals of improving school attendance and school behavior and providing support for school administrators and campus supervisors. The Deputy Probation Officers are outstationed to a group of schools selected by the District to work with juvenile wards of the court as well as non-wards with presenting school problems. The focus this year will be 4th through 9th grade students. In addition to providing intervention and referral services, the Probation Officers conduct intake interviews for students who commit law violations on campus.

The Probation Officers responded to 699 requests for assistance by school administrators during this past contract year. From those requests, 433 youth were referred to services or programs within the community. The Probation Officers conducted 130 intake interviews for new law violations occurring on Modesto City Schools District campuses. Statistical information has been collected during the school year 2000-01 to be used as a baseline for measuring outcomes during this next contract year. The value of this partnership is reflected by commendations made by a site administrator at Modesto High School following gang shootings occurring at and near the campus. The administrator praised the Probation Officer for her immediate response and outstanding efforts in gathering information that assisted in the identification of suspects. In days following the incidents, Probation Officers were visible on campus and were an integral partner in bringing safety back to the school.

This contract renewal request will allow the Probation Department to continue to partner with the County's largest school district to deliver prevention and early intervention services to high-risk students. Probation is working with the school district to develop measurable outcomes to validate the contract's effectiveness, identify areas for improvement and/or increasing resources and opportunities for enhanced customer service.

**POLICY
ISSUE:**

Approval of this agenda item will promote the Board of Supervisors' priorities of ensuring a safe, healthy community, delivering excellent community services, promoting efficient government operations, achieving multi-jurisdictional cooperation and modeling community leadership.

**APPROVAL OF A CONTRACT RENEWAL FOR PROBATION SERVICES FOR
MODESTO CITY SCHOOL**
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**STAFFING
IMPACT:**

This contract will continue funding for two Deputy Probation Officers assigned to Modesto City Schools.

MODESTO CITY SCHOOLS
(Non-District Employees)
CONSULTANT AGREEMENT

85372
100556
Pupils / Logan / CA

Stanislaus County Probation Department
CONSULTANT NAME (1) (Typed or Printed)

2215 Blue Gum Avenue Street Address Modesto City CA State 95351 Zip Code

209 525 5400 Telephone _____ Fax

Patricia Logan 6/4/01 SIGNATURE OF CONSULTANT Date

Program: School Based Probation Officers Site: MCS K-12 Schools

Account # to be charged:	Fund	Resc	Y	Object	Goal	Function	Site	B Officer
01 - 3710 - 0 - 5811 - 0000 - 7360 - 4561 - 5015 - 000								

Approval: *Pat Logan* Date: 6/6/01

Associate Superintendent, Business Services

David M. Jain

Date of Board Approval: 6/18/01

Accounting Supervisor

[Signature]

Date: _____

The Modesto City Schools, hereinafter called DISTRICT, has need of the specialized services of Stanislaus County Probation Department, an independent contractor, hereinafter called CONSULTANT, for the period specified herein, according to the following terms and conditions. The CONSULTANT shall be, for the purposes of this agreement, an independent contractor and shall not be deemed an employee of the DISTRICT for any purpose.

DISTRICT may provide such supplies and equipment as shown herein for the convenience of CONSULTANT and such accommodation shall not operate as an indication of employment.

I. NON-EMPLOYMENT CERTIFICATION

- CONSULTANT certifies that he/she is not an employee of the DISTRICT.

II. TERM

- The effective dates of the agreement are from July 1, 2001 to June 30, 2002.
- The first day of service shall be July 1, 2001.
- A day of compensable service is the equivalent of an N/A hour/day.
If applicable, service requiring less than a full day of service shall be compensated at the fractional equivalent of the per diem rate for the hours of work performed.

III. SERVICE TO BE PERFORMED

CONSULTANT shall: Provide two school probation officers who will supervise 4th-9th grade high-risk students, students who are at high-risk to offend, and students who are high-risk to fail in school. Provide immediate intervention and accelerated intake and court services for students with suspended expulsions. Provide support for school administrators and campus supervisors.

IV. MANNER OF PERFORMANCE

- CONSULTANT shall perform all services required in a competent and professional manner under the direction of Patricia Logan, Director, Pupil Services (District Employee) who shall review and evaluate CONSULTANT'S performance and determine the final acceptance of the end product to be produced under the terms of this Agreement.

- Whenever organizational names are used, the authorized signature must include company title such as president
- Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number

not a fee

CONSULTANT AGREEMENT

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IV. PLACE OF PERFORMANCE

1. CONSULTANT shall render service(s) described in Article III at the following location(s): _____
MCS K-12 Schools

V. SUPPLIES AND EQUIPMENT

1. CONSULTANT shall have access to and use of the following supplies and equipment owned by the DISTRICT for the purposes of performance of the services described in Article III: _____
2. CONSULTANT agrees to use ordinary care to safeguard and maintain equipment or supplies listed above and shall not permit the use thereof by any other person, or in any manner, which is inconsistent with the designated uses therefore, and shall be held accountable for loss, damage, or destruction arising within this clause.

VI. COMPENSATION

1. CONSULTANT shall be compensated at the following rate: Two Deputy Probation Officers at \$35,700 each for a total of \$71,400. Payment to be made as services are rendered.
2. CONSULTANT shall be paid upon presentation of a properly completed invoice.
3. CONSULTANT shall be allowed and authorized to incur and shall be reimbursed, in addition to VI.I, for the following personal expenses attendant to the performance of services as described in Article II:
Miles @ _____ /mile or commercial
Supplies _____
Lodging _____
Meals _____
4. Total compensation shall not exceed \$ 71,400 .

VII. ASSIGNMENT

1. This Agreement is for personal services to be performed by CONSULTANT and may not be assigned to, sublet to, or performed by any person or persons who are not parties hereto except by employees of CONSULTANT whose names and qualifications have been approved by DISTRICT.

VIII. TERMINATION OF AGREEMENT

1. This Agreement shall terminate on the last day of service as written in Article II except:
 - (a) DISTRICT may terminate at any time if CONSULTANT does not perform, or refuses to perform according to this Agreement.
 - (b) DISTRICT may terminate services of CONSULTANT at any time if, in the professional judgment of the management supervisor named herein, CONSULTANT'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the DISTRICT'S requirements as specified in Article III.
 - (c) In the event of early termination, CONSULTANT shall be paid for all work or services performed to the date of termination together with an amount of approved expenses due and owing.

IX. DISTRICT'S RIGHT OF RETENTION

1. DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the DISTRICT. Proprietary materials will be exempted from this clause.

X. EXTENSION OF TERM

1. By mutual consent of the parties hereto the term of service described herein in Article II may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

XI. MUTUAL INDEMNIFICATION

1. Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and if either party becomes liable for damages caused by its representatives and employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses proximately caused by its own solely negligent or wrongful acts or omissions.

XII. TERMINATION

1. This contract is subject to funding from S&DFS&C . Either party may terminate this agreement at any time during the term of this contract upon thirty (30) days written notice.