



Monterey County Board of Supervisors

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Salinas, CA 93901
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Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16219

- a. Approve a Memorandum of Understanding (MOU) between the County of Monterey Probation Department (Probation) and Santa Rita Union School District (SRUSD) for collaborative campus-based services provided by Probation, where SRUSD will reimburse Probation up to \$45,650 for fiscal year 2022-2023 and up to \$234,360 for fiscal year 2023-2024, for an aggregate total of \$280,010; and
- b. Authorize the Chief Probation Officer to execute the MOU; and
- c. Authorize the Chief Probation Officer to sign up to three (3) future amendments to the MOU where each amendment does not exceed 15% (\$42,002) of the total aggregate amount and does not significantly change the scope of work.

PASSED AND ADOPTED on this 18th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 18, 2023.

Dated: April 20, 2023

File ID: A 23-127

Agenda Item No.: 44

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF MONTEREY AND
SANTA RITA UNION SCHOOL DISTRICT
FOR CAMPUS PROBATION OFFICER PROGRAM**

This Memorandum of Understanding (“MOU”) is between the County of Monterey (“County”) through the Monterey County Probation Department (“MCPD”) and the Santa Rita Union School District (“SRUSD”).

PURPOSE

This Memorandum of Understanding (MOU) was developed and entered into by the **MONTEREY COUNTY PROBATION DEPARTMENT**, hereafter known as (**MCPD**), and the **SANTA RITA UNION SCHOOL DISTRICT**, hereafter known as (**SRUSD**). The purpose of this MOU is to provide a coordinated approach, utilizing available resources from both agencies, to closely monitor and supervise juvenile probationers and assist with at-risk students within the school system. Both agencies believe that campus-based probation officers will further this goal and agree to collaborate by coordinating and providing the following services outlined below.

Roles and responsibilities under this MOU are valid from **April 22, 2023** through **June 30, 2024**, and are set forth as follows:

PRINCIPLES OF MEMORANDUM OF UNDERSTANDING

GENERAL AREAS OF RESPONSIBILITIES

Monterey County Probation Department agrees:

1. Beginning April 22, 2023 through June 30, 2024, MCPD shall assign one (1) Deputy Probation Officer to SRUSD school sites within SRUSD while this MOU is in effect and in full force.

The duties of the assigned Deputy Probation Officer (DPO) shall be, but not necessarily limited to, the following:

- a. Assist in the cooperative effort of probation and schools to closely monitor and supervise juvenile probationers attending specified schools and to utilize a spectrum of intervention/diversion programs designed to improve behavior in the community, home and school;
- b. Provide supervision of minors on formal and informal probation attending specific school campuses;
- c. Impose and monitor programs of informal probation and other dispositional options for minors attending specified school campuses who commit crimes and are referred for Intake Services by MCPD;

- d. Work closely with school administrators and assist faculty to monitor and ensure school attendance of probationers and other students attending the specified school;
 - e. Offer school-based intervention options, such as work projects and other forms of community service, designed to hold minors accountable for misconduct and prevent further entry into the juvenile justice system;
 - f. Provide supportive services to the schools in the area of delinquency prevention and diversion;
 - g. Serve as resource person to the specified schools regarding dispositional options and assist the school in making appropriate referrals to collateral agencies or other components of the juvenile justice system;
 - h. Attend regular interagency meetings of the participating agencies;
 - i. To the greatest extent possible, assist in overall campus supervision and security and participate in regular campus safety meetings; and
 - j. Be responsible for filing petitions, preparing court reports, attending mandated trainings, appearing for necessary court appearances and performing duties consistent with MCPD requirements.
2. The DPO is an employee of the Monterey County Probation Department which retains supervision responsibility.

Santa Rita Union School District agrees:

1. To remit an amount up of **\$45,650** for fiscal year 2022-2023 and an amount up to **\$234,360** for fiscal year 2023-2024 (**Exhibit A**) for the services rendered.
2. Provide a secured workspace, telephone, computer and necessary equipment to the DPO assigned to the specified schools.

FISCAL

MCPD will invoice **SRUSD** quarterly for payment of actual services rendered, and will submit a statement of expenses to:

Santa Rita Union School District
57 Russell Road
Salinas, CA 93906

INDEMNIFICATION AND INSURANCE

Mutual Indemnification. Except as otherwise required by applicable law, MCPD and SRUSD agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to save harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this MOU.

During the term of this MOU, both parties shall take out and maintain: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability.

During the performance of this MOU, both MCPD and SRUSD shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU.

EFFECTIVE DATE OF MOU

The initial term of this MOU shall commence on **April 22, 2023** through **June 30, 2024** unless sooner terminated as provided herein. Thereafter, this MOU may be renewed annually for a term not to exceed one fiscal year, provided such renewal is in writing and signed by the parties hereto.

Either party may terminate this MOU upon giving at least thirty days written notice of such termination to the other party. Upon such termination, MCPD shall be reimbursed for all services provided to SRUSD, up to and including the date of termination.

Neither party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.

No alteration, modification, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on either party hereto.

We, the undersigned, as authorized representatives of the **MONTEREY COUNTY PROBATION DEPARTMENT** and the **SANTA RITA UNION SCHOOL DISTRICT** do hereby approve this document.

COUNTY OF MONTEREY

SANTA RITA UNION SCHOOL DISTRICT

DocuSigned by:
Jodd Keating
By: _____
Signature of Chief Probation Officer
Todd Keating, Chief Probation Officer
Printed Name and Title
Date: 4/25/2023

By: _____
Signature of Superintendent, SRUSD
Summer Prother-Smith - Director
Printed Name and Title
Date: 4/4/23

Approved as to Fiscal Provisions:

DocuSigned by:
Ma Mon
By: _____
Deputy Auditor/Controller
Date: 4/7/2023

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Approved as to Liability Provisions:

Rosa Zamudio Chief Business Officer
Printed Name and Title
Date: 04/04/2023

Risk Management

Date: _____

Approved as to Form:

DocuSigned by:
AS
By: _____
Anne K. Brereton
Deputy County Counsel
Date: 4/7/2023

PROBATION DEPARTMENT		DISTRIBUTION:	
Quote - 1.0 FTE DPO II Step 7 with bilingual and educational stipends FY 2022-23 10/3/2022 DDS/Updated 2/24/2023 DDS		Program FTE	1
			10
ITEM & DESCRIPTION	BUDGET ALLOCATION SBFS 2023	Annual Program FY23 COSTS	Pro Rata FY23 Enter Number of Weeks in K4 above
6111-6174 - Salary and Benefits: Deputy Probation Officer II - per SBFS detail		191,114	36,753
6122 - OPEB/Other Post-Employment Benefits	236,584	799	154
6148 - Unemployment Insurance	12,211	41	8
6161 - Workers Comp	1,752,578	5,921	5,921
		6,761	6,083
SERVICE AND SUPPLIES			
6222 - Uniform & Safety Supplies		650	125
6261 - Insurance - General Liability (Non-recoverable)	245,549	830	160
6262 - Insurance - General Liability (Recoverable)	291,522	985	189
6266 - Insurance - Property	25,470	86	17
6268 - Insurance - Other	22,116	75	14
6410 - Office Supplies	69,481	250	48
6603 - Data Processing Services - Internal/ERP/PC cost	212,212	717	138
6835 - Oth Spec Dep -		100	19
6861- Training Cost (Standard - State Required)		750	144
6864 - Fleet Service Charge (fuel and mnce)		4,490	863
6867 - Vehicle Usage/Replacement		5,700	1,096
		14,632	2,814
1.0 FTE DPO II Cost - GRAND TOTAL FY 2022-23:		212,507	45,650
Notes: *6864 vehicle fuel \$70 per week plus \$850 annual vehicle mnce *6867 vehicle lease cost of \$475 per month			
PROBATION DEPARTMENT		DISTRIBUTION:	
Quote - 1.0 FTE DPO II Step 7 with bilingual and educational stipends FY 2023-24 2/24/2023 DDS		Program FTE	1
ITEM & DESCRIPTION	BUDGET ALLOCATION SBFS 2024	Annual Program FY24 COSTS	
6111-6174 - Salary and Benefits: Deputy Probation Officer II - per SBFS detail		199,382	
6122 - OPEB/Other Post-Employment Benefits	243,611	823	
6148 - Unemployment Insurance	32,733	111	
6161 - Workers Comp	1,754,732	5,928	
		6,862	
SERVICE AND SUPPLIES			
6222 - Uniform & Safety Supplies		650	
6261 - Insurance - General Liability (Non-recoverable)	251,382	849	
6262 - Insurance - General Liability (Recoverable)	304,334	1,029	
6266 - Insurance - Property	47,031	159	
6268 - Insurance - Other	63,594	215	
6410 - Office Supplies	69,481	250	
6412 - Printing Graphics and Binding - External		100	
6603 - Data Processing Services - Internal/ERP/PC cost	208,031	703	
6835 - Oth Spec Dep -		100	
6861- Training Cost (Standard - State Required)		750	
6864 - Fleet Service Charge (fuel and mnce)		4,490	
6867 - Vehicle Usage/Replacement		5,700	
7301 - COWCAP - County Cost Allocation	3,884,126	13,122	
		28,116	
1.0 FTE DPO II Cost - GRAND TOTAL FY 2023-24:		234,360	
Notes: *6864 vehicle fuel \$70 per week plus \$850 annual vehicle mnce *6867 vehicle lease cost of \$475 per month			