

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF MONTEREY,
CITY OF KING,
SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT,
AND
KING CITY UNION SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is between the County of Monterey ("County"), by and through the Monterey County Probation Department ("MCPD"), and a collaborative of three South County agencies (collectively: "South County Agencies"): the City of King ("King City"), the South Monterey County Joint Union High School District ("SMCJUHS"), and the King City Union School District ("KCUSD").

PURPOSE

This Memorandum of Understanding was developed by the Monterey County Probation Department, hereafter known as **MCPD**, and a collaborative of three agencies, hereafter known as **South County Agencies**: the City of King, hereafter known as **KING CITY**, the South Monterey County Joint Union High School District, hereafter known as **SMCJUHS**, and the King City Union School District, hereafter known as **KCUSD**.

The purpose of this agreement 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 South County school systems. All agencies believe that a campus-based probation officer will further this goal, and agree to collaborate by coordinating and providing the following services:

A. PRINCIPLES OF AGREEMENT

NOW, THEREFORE, the parties mutually agree to the following terms and conditions:

MCPD shall assign 1.00 FTE Deputy Probation Officer (DPO) II to school sites, specifically the King City High school and the Chalone Peaks Middle school, while this Agreement is in effect and in force.

The four partners will support the full cost of the Deputy Probation Officer II as detailed in the **Budget-Exhibit A** for each fiscal year of the program as follows:

- | | |
|--|-----|
| 1. Monterey County Probation Department | 25% |
| 2. City of King | 25% |
| 3. South Monterey County Joint Union
High School District | 33% |
| 4. King City Union
School District | 17% |

The DPO will share his/her time on campus between the high school and the middle school, on average 2/3 at the King City High school and 1/3 at the Chalone Peaks Middle school.

Monterey County Probation Department agrees:

1. The duties of the assigned **Deputy Probation Officer II** 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 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 in monitoring and ensuring school attendance of probationers and other students attending the Middle School and High School;
 - e. Provide supportive services to the schools in the area of delinquency prevention and diversion;
 - f. 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;
 - g. Attend, as needed, regular interagency meetings of the participating agencies;
 - h. Coordinate with the King City Police Department on youth –related cases and incidents, collaborate on strategies to prevent acts of violence, and recommend/refer youth for consideration of participation in the City’s pre-diversion program;
 - i. The Deputy Probation Officer will be responsible for filing petitions, preparing court reports, making necessary court appearances, attend all scheduled annual trainings, and perform duties consistent with MCPD requirements;
 - j. If the assigned Deputy Probation Officer is unable to perform his/her duties for an extended period of time, the MCPD shall make a reasonable effort to provide an interim replacement.

The South County Agencies agree:

1. The South County Agencies shall remit an amount equal to a combined **75%** over the term of this agreement for each FY (FY17-18, FY 18-19 and FY 19-20), as detailed in **Exhibit A**,

payable in quarterly installments upon receipt of an invoice by the Probation Department, for the actual cost of the assigned officer, up to the maximum contract amount.

2. The Deputy Probation Officer is an employee of the Monterey County Probation Department that retains supervision responsibility.

The School Districts agree to:

1. Provide a secured work space, telephone, computer and necessary equipment to the Deputy Probation Officer assigned to the specified schools.

B. GENERAL PROVISIONS

- a. To the extent permitted by law, MCPD and South County Agencies agree to share information regarding prospective and enrolled students of the campus-based probation program. The sharing of information relative to specific case histories, as permitted by law, is deemed essential to interagency collaboration. MCPD and South County Agencies acknowledge and agree any shared confidential information shall not be released, disclosed, or otherwise made available to any individual or organization other than the designated personnel for this MOU.
- b. MCPD has the authority to arm the DPO, if it deems it necessary, to ensure officer safety in the performance of his/her duties.
- c. MCPD and South County Agencies shall work together in a cooperative manner to achieve the program's objectives. MCPD and South County Agencies will hold joint responsibility to maintain sufficient attendance and student enrollment numbers to adequately fund the level of service/support.

C. MUTUAL INDEMNIFICATION

- a. Except as otherwise required by applicable law, MCPD and South County Agencies 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 hold 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.
- b. During the term of this MOU, all 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.

- c. During the performance of this MOU, South County Agencies shall be responsible for providing any statutory benefits and insurance to their respective employees related to the services provided by this MOU.
- d. No party shall assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this MOU without the prior consent of the other party.
- e. 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.

D. TERM

- a. The initial term of this MOU shall be from July 1, 2017 through June 30, 2020.
- b. If during the term of this MOU it is deemed necessary by any party, the agreement may be reviewed and thereafter revised by mutual consent. Any party may terminate this MOU upon giving at least thirty days written notice of such termination to the other parties. Upon such termination, MCPD shall be reimbursed for all services provided to the South County Agencies, up to and including the date of termination.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

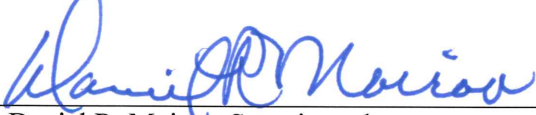
[Signatures on following page]

We, the undersigned, as authorized representatives of the **MONTEREY COUNTY PROBATION DEPARTMENT**, the **CITY OF KING**, the **SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT**, and the **KING CITY UNION SCHOOL DISTRICT** do hereby approve this document.

MONTEREY COUNTY

Marcia Parsons
Chief Probation Officer

Dated: _____



Daniel R. Moirao, Superintendent
South Monterey County Joint Union High
School District

Dated: _____

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated: _____

RISK MANAGEMENT
COUNTY OF MONTEREY
Approved as to Liability Provisions:
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management

By: 

Date: 5/12/17

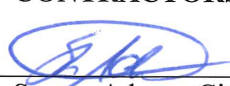
Approved as to Form:



Deputy County Counsel


Dated: May 9, 2017

CONTRACTORS



Steven Adams, City Manager
City of King

Dated: _____



Rory Livingston, Superintendent
King City Union School District

Dated: _____

EXHIBIT A

County of Monterey - Probation Department
King City Campus Probation Officer Program
FY 2017-18 to FY 2019-20

County of Monterey - Probation Department King City Campus Probation Officer Program FY 2017-18 to FY 2019-20		Program Annual Budget FY2017-18	Program Annual Budget FY2018-19	Program Annual Budget FY2019-20
Salary & Benefits:				
Probation Officer II (1.0 FTE @ Step 7)				
Salary		93,372	96,173	99,058
Benefits		60,008	61,208	62,432
Total Salary and Benefits:		153,380	157,381	161,490
Services & Supplies & Vehicle Costs:				
Data Processing/ERP/Telcom Services (\$270 per workstation per mo) Qty 1 workstation		3,244	3,244	3,244
Cell phone @ \$40 mo. (Qty 1)		480	480	480
Laboratory Services & Drug Testing Supplies		500	500	500
Office Supplies \$25 per month		300	300	300
Staff Training Charge \$42 per month		504	504	504
Vehicle Lease/Replacement Cost @\$372 per month		4,464	4,464	4,464
Vehicle Fuel @ \$300 mo.		3,600	3,600	3,600
Total Services, Supplies and Vehicle Costs:		13,092	13,092	13,092
Sub Total:		166,472	170,473	174,582
Administrative/Indirect Costs (10%)		16,647	17,047	17,458
Grand Total		183,119	187,520	192,040
CONTRIBUTIONS	PERCENTAGE	FY 17-18	FY 18-19	FY 19-20
King City	25%	45,780	46,880	48,010
South Monterey County Joint Union High School District	33%	60,429	61,882	63,373
King City Union School District	17%	31,130	31,879	32,647
Monterey County Probation	25%	45,780	46,879	48,010
TOTAL	100%	183,119	187,520	192,040