



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13988

Upon motion of Supervisor Parker, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved the Memorandum of Understanding (MOU) between the Monterey County Probation Department and the Salinas Union High School District, reimbursing the Probation Department \$621,458 for fiscal year 2018-2019, and \$635,130 for fiscal year 2019-2020, for a total of \$1,256,588 for collaborative campus-based services provided by the Probation Department for the period July 1, 2018 through June 30, 2020;
- b. Authorized the Chief Probation Officer to execute the MOU, including the mutual indemnification provisions; and
- c. Authorized the Chief Probation Officer to sign up to three (3) future amendments to this MOU where each amendment does not exceed ten percent (\$125,658) of the original contract amount and does not significantly change the scope of work.

PASSED AND ADOPTED on this 19th day of June 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

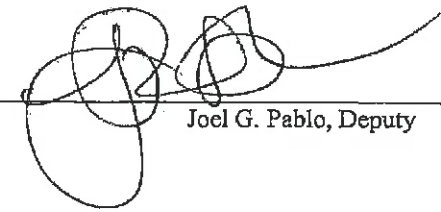
ABSENT: None

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 81 for the meeting June 19, 2018.

Dated: June 26, 2018
File ID: A 18-263

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

By


Joel G. Pablo, Deputy

- c. To 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. To work closely with school administrators and to assist faculty to monitor and ensure school attendance of probationers and other students attending the specified school;
 - e. To 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. To provide supportive services to the schools in the area of delinquency prevention and diversion;
 - g. To serve as resource persons to the specified schools regarding dispositional options and to assist the school in making appropriate referrals to collateral agencies or other components of the juvenile justice system;
 - h. To attend regular interagency meetings of the participating agencies;
 - i. To the extent possible assist in overall campus supervision and security and participate in regular campus safety meetings;
 - j. The Deputy Probation Officers will 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 duties of the assigned **Probation Aide** shall be, but not necessarily limited to the following:
- a. Report to his/her assigned school site on those days in which school is in session and remain on campus during the instructional day;
 - b. Work closely with the SUHSD staff members to provide probation services to the students;
 - c. Attempt to maintain sufficient student attendance to keep the classroom full;
 - d. Review attendance records (should minor be a ward), and report absences to the Deputy Probation Officer (DPO);
 - e. Maintain an independent attendance roster and determine the whereabouts of missing students on a daily basis and firmly enforce attendance requirements;

INDEMNIFICATION AND INSURANCE

Mutual Indemnification. Except as otherwise required by applicable law, MCPD and SUHSD 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 SUHSD 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 AGREEMENT

The initial term of this MOU shall commence on July 1, 2018 through June 30, 2020 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 AGREEMENT 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 SUHSD, 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.

[Signatures on following page]

Monterey County Probation Department Salinas Union High School District Campus Probation Officer Program Two Year Budget				EXHIBIT A		
FY2018-19: July 1, 2018 to June 30, 2019						
FY2019-20: July 1, 2019 to June 30, 2020						
	FY2018-19	FY2018-19	FY2018-19	FY2019-20	FY2019-20	FY2019-20
	Annual	Funding From	Net Cost	Annual	Funding From	Net Cost
Probation Officers & Probation Aide	Costs	SUHS	To Probation	Costs	SUHS	To Probation
Salary (per budget system) - PO II Step 7 (1.0 FTE)	91,066			91,066		
Benefits	66,894			66,901		
	157,960			159,967		
Salary (per budget system) - PO III Step 7 (1.0 FTE)	95,702			95,702		
Benefits	68,972			71,041		
	164,674			166,743		
Salary (per budget system) - PO II Step 7 (1.0 FTE)	91,066			91,066		
Benefits	66,894			66,901		
	157,960			159,967		
Salary (per budget system) - PO II Step 7 (1.0 FTE)	91,066			91,066		
Benefits	66,894			66,901		
	157,960			159,967		
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Benefits	66,894			66,901		
	157,960			159,967		
Salary (per budget system) - Probation Aide (1.0 FTE)	52,208			52,208		
Benefits	33,844			34,859		
	86,052			87,067		
Allocated County benefits (Workers Comp, OPEB, UI and Insurance Unit) @\$514/mo per FTE FY2018-19 and \$565/mo per FTE FY2019-20	55,512			61,020		
Salary & Benefits Total:	1,411,958	621,458	790,500	1,434,599	635,130	799,469
Cell Phone Monthly Service @\$30/mo per FTE (Probation Officers only = 8.00 FTE)	2,880			2,880		
ITD Data Processing Communication Services (E-mail, Desktop, Telecom, ERP, Net work and ITD Support) @\$486 annually per FTE	4,374			4,374		
Vehicle Cost Pool @\$2,255 per month for program FTEs	27,060			27,060		
Office Supplies @\$250 per yr per FTE	2,250			2,250		
Training - Mandatory for Probation Officers @\$500 per yr per FTE	4,000			4,000		
Services & Supplies Total:	40,564	0	40,564	40,564	0	40,564
8.0 FTE Probation Officers and 1.0 FTE Probation Aide for Grand Total:	1,452,522	621,458	831,064	1,475,163	635,130	840,033
Salary & Ben amounts compiled 03/21/18 from SBFS FY2019 and FY2020 Budget download						
Grand Total includes allocated benefits and supplies/services						