

NAPA COUNTY AGREEMENT NO. 250006B

Probation Services Funding Agreement

THIS AGREEMENT is made and entered into as of this 1st day of July, 2024, by and between the NAPA COUNTY OFFICE OF EDUCATION, a public educational agency, whose business address is 2121 Imola Avenue, Napa, California 94559, hereinafter referred to as “NCOE”, and NAPA COUNTY, a political subdivision of the State of California, whose business address is 1195 Third Street, Room 310, Napa, California 94559, hereinafter referred to as “COUNTY”;

RECITALS

WHEREAS, NCOE operates Camille Creek Community School for juveniles in accordance with applicable California law; and

WHEREAS, COUNTY provides probation services to juveniles pursuant to California law; and

WHEREAS, NCOE desires to have a part-time Deputy Probation Officer (“DPO”) assigned to the Community School to provide probation services to students classified as court wards under Section 602 of the Welfare and Institutions Code; and

WHEREAS, COUNTY is willing and able to make the desired placement under the following terms and conditions;

TERMS

NOW, THEREFORE, the parties agree as follows:

1. TERM:

The term of this Agreement shall commence on the date first above written and shall end on June 30, 2025. The term of this Agreement shall be automatically renewed for an additional year at the end of the fiscal year, under the terms and conditions then in effect, not to exceed one (1) additional year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term.

2. COUNTY OBLIGATIONS:

(a) DPO Duties. During the term of this Agreement, COUNTY shall assign a part time DPO to the NCOE to do the following:

- (1) Monitor compliance with the terms and conditions of probation by court wards.
- (2) Investigate absences when requested by teachers and, if the DPO deems necessary, will visit homes of wards of the court and take action as appropriate to insure regular attendance at school.
- (3) Respond to teacher requests for assistance with students posing disruptive

behavioral problems as the DPO deems necessary, including enlisting assistance from the Napa County Sheriff's Office if needed.

(4) Conduct random drug tests on court wards.

(5) Provide counseling/monitoring to status offenders whose absences from the Community Schools are unallowable by law.

3. NCOE OBLIGATIONS:

(a) Amount of Payment for Services. For the services provided by COUNTY under this Agreement, NCOE shall pay COUNTY an amount not to exceed a maximum of **SEVEN THOUSAND DOLLARS (\$7,000)** per fiscal year.

(b) Space and Equipment to be Provided. NCOE shall provide and pay for office space for the DPO provided under this Agreement, including those things ordinarily associated with an office including, but not limited to light, heat, a telephone, and a FAX machine. The Probation Department shall provide its own computer and printer.

4. RELATIONSHIP OF THE PARTIES:

This Agreement shall not constitute, nor shall it be interpreted as constituting, an agreement for hire of the DPO(s) by NCOE and any DPO providing services under this Agreement is, and shall continue to be, an employee of COUNTY under the supervision, management, and control of COUNTY.

5. INDEMNIFICATION; INSURANCE:

(a) Indemnification. To the full extent permitted by law, COUNTY and NCOE shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Insurance.

(1) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, COUNTY and NCOE shall provide workers' compensation and employer's liability and waiver of subrogation for their respective employees.

(2) General Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage), or equivalent self-insurance or combination thereof, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party to any officer, agent, or employee of that party under this Agreement except for acts or omissions

performed in strict compliance with express direction the other party's governing board, officers or personnel. The parties acknowledge that COUNTY is self-insured for general liability and NCOE accepts such self-insurance as complying with this requirement.

(3) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.

(c) Certificates of Coverage. When the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this Agreement; shall name the other party, its officers, employees, and agents as additional insureds; shall be kept current during the term of this Agreement; and shall provide that the other party shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

6. FUTURE RELATIONSHIP:

Prior to the commencement of COUNTY Fiscal Year 2025-2026, the parties shall meet to discuss the continuance of the services provided under this Agreement.

7. TERMINATION; NOTICES:

Either party may terminate this Agreement for any reason by giving the other party no less than ten (10) working days' advance written notice of the intent to do so. Notice shall be deemed given for this purpose when deposited in the United States' mail, first class postage prepaid, and addressed to the following persons or their successors in office:

To COUNTY:

Amanda Gibbs
Chief Probation Officer
Napa County Probation Department
212 Walnut Street
Napa, California 94559

To NCOE

Barbara Nemko
Superintendent
Napa County Office of Education
2121 Imola Avenue
Napa, California 94559

8. NO WAIVER:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be

severable and shall not in any way impair the enforceability of any other provision of this Agreement.

10. ENTIRETY OF CONTRACT:

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

11. ELECTRONIC SIGNATURES:

This Agreement may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of the Agreement and shall have the same force and effect as a manually executed original

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NAPA COUNTY OFFICE OF EDUCATION

By: _____

[Handwritten Signature]
JOSHUA SCHULTZ
Deputy Superintendent

"NCOE"

NAPA COUNTY, a political subdivision of
the State of California

By: _____

JOELLE GALLEGHER, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Jo Ann Iwasaki Parker</i> Deputy Counsel by e-sign</p> <p>Date: <u>May 15, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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