

**AGREEMENT FOR SERVICES
BETWEEN
THE COUNTY OF SANTA CLARA
And
THE CITY OF SUNNYVALE**

This is an Agreement between the COUNTY OF SANTA CLARA on behalf of the Probation Department, ("COUNTY") and the CITY OF SUNNYVALE on behalf of the Department of Public Safety ("CONTRACTOR" or "Public Safety Department").

PURPOSE

COUNTY and CONTRACTOR will work collaboratively in a joint program of financial support of one Deputy Probation Officer to provide delinquency prevention, early intervention, and diversion services for the period of July 1, 2015, to June 30, 2020. The purpose of this Agreement is to improve the services of the juvenile diversion program of the Sunnyvale Department of Public Safety, thereby making a positive impact on decreasing the number of juvenile offenders requiring the attention of the Probation Department in the future.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. COUNTY MUST:

- A. Assign one Deputy Probation Officer to provide services as described herein under Section III "Scope of Services."
- B. Provide probation supervision to the assigned Deputy Probation Officer.
- C. Pay all fringe benefits for the one Deputy Probation Officer.
- D. Provide clerical support, supplies and supervision for the Deputy Probation Officer.
- E. Allow the Deputy Probation Officer to attend training and meetings identified as relevant to current workload by either County or Public Safety Staff.
- F. Compensation to the COUNTY will be completed through the transfer of ASSET FORFEITURE FUNDS from the CONTRACTOR. The COUNTY will report transfer of these FUNDS as required in compliance with the United States Department of Justice Guide to Equitable Sharing, Chapter VIII, Section 3, Subsection D, and Item 2.

II. CONTRACTOR MUST:

- A. Compensate COUNTY for the total salary, not including benefits, of one Deputy Probation Officer in an amount not to exceed \$100,147 for Fiscal Year (FY) 15/16. This amount may increase in subsequent fiscal years based directly on any increase in the County of Santa Clara Salary Ordinance and bargaining agreement with Local 1587 for a Deputy Probation Officer position, Step 5. Maximum increase for a fiscal year must not exceed 3 percent of the previous fiscal year and must be agreed upon in writing by both parties.
- B. Provide office space, telephone, mail service and basic office equipment for the Deputy Probation Officer.
- C. Follow COUNTY policies regarding training, vacation, sick leave, and after-hours work.

- D. Allow the Deputy Probation Officer to participate in periodic meetings and training as directed by the Chief Probation Officer or his or her designee, such participation to occur during regular working hours on a scheduled basis.
- E. Compensation to the COUNTY will be completed through the transfer of ASSET FORFEITURE FUNDS from the CONTRACTOR. The CONTRACTOR will report transfer of these FUNDS as required in compliance with the United States Department of Justice Guide to Equitable Sharing, Chapter VIII, Section 3, Subsection D, and Item 2.

III. SCOPE OF SERVICE

- A. The assigned Deputy Probation Officer will provide services, including but not limited to:
 - 1. Screen juvenile contact reports and work with Neighborhood Resource officers and juvenile detectives to identify youth appropriate for diversion.
 - 2. Develop additional diversion activities.
 - 3. Interview diversion offenders and families to determine eligibility for diversion and assign appropriate diversion activities.
 - 4. Facilitate juvenile offender payment of restitution to victims when appropriate.
 - 5. Act as liaison for both County and Contractor with public and private schools in the City of Sunnyvale.
 - 6. Provide assistance and source of information to patrol officers, and Neighborhood Resource officers and detectives regarding juvenile crime activities.
 - 7. Upon Contractor request, conduct agreed upon training sessions to Contractor's public safety personnel on such topics as basic principles of interviewing juveniles and families, community resources serving families and juveniles, and juvenile laws.
 - 8. Develop other related activities such as coordination of workshops and training to youth and their families.
- B. The assigned Deputy Probation Officer will maintain and provide agreed-upon statistics and reports on a monthly basis to the CONTRACTOR which may include monthly statistics on the number of Juvenile Contact Report's screened, offenders and families contacted, assigned diversion activities, school visits, home visits, and workshops/presentations conducted.

IV. OTHER REQUIREMENTS

- A. The Deputy Probation Officer will be an employee of the COUNTY and will in no way be deemed an employee of the CONTRACTOR.
- B. The Deputy Probation Officer is seen as a partner to the CONTRACTOR and will maintain a work schedule as mutually agreed upon by the COUNTY and the CONTRACTOR. Any changes to the agreed upon work schedule will be communicated to both the COUNTY and CONTRACTOR.
- C. Deputy Probation Officers are not authorized to be armed in the course of their employment with the Santa Clara County, Probation Department pursuant to Department Policy. This policy applies to any Deputy Probation Officer working under this Agreement.

- D. The Deputy Probation Officer must not be assigned duties ordinarily performed only by armed law enforcement personnel.
- E. Contractor will review and approve placement of Deputy Probation Officer within Public Safety Department and provide County feedback on performance issues.
- F. In order to address issues or pass on exemplary efforts the following will be the point of contact for the Probation Department and Contractor:

City of Sunnyvale - Lieutenant in charge of Crime Prevention
Probation Department – Probation Manager for Specialized Services

V. TERM

The term of this Agreement is from July 1, 2015, up to, and including June 30, 2020.

VI. AMENDMENTS

Amendments to the term and conditions of this Agreement are effective only upon mutual agreement in writing by both parties.

VII. TERMINATION

This Agreement may be terminated by either party upon 30 days written notification to the other party. Upon termination, payment will be due to COUNTY on a pro-rated basis for only those services provided to CONTRACTOR.

VIII. NOTICES

All notices prescribed by this Agreement must be in writing and will be deemed effective upon their deposit in the United States mail, postage prepaid with return receipt requested and addressed:

To COUNTY: County of Santa Clara
 Probation Department
 Administrative Services Division
 2314 North First Street, 2nd floor
 San Jose, Ca 95131
 ATTN: Contracts Administration

To CONTRACTOR: City of Sunnyvale
 Department of Public Safety
 Crime Prevention Unit
 700 All American Way
 Sunnyvale, CA 94088

IX. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party will not be shared pro rata but instead the COUNTY and the CONTRACTOR agree that pursuant to Government Code Section 895.4, each of the parties hereto must fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as

defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof will be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

X. INSURANCE

Each party to this Agreement will, at its own expense, maintain a program of self-insurance and/or insurance for general liability coverage in the amount of at least one million dollars (\$1,000,000) per occurrence and in the aggregate and statutory California workers' compensation coverage. This coverage must remain in force during the entire term of this Agreement. Each party must provide evidence that the required coverage is in place.

XI. NON-DISCRIMINATION

CONTRACTOR must comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102. CONTRACTOR must not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor must CONTRACTOR discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

XII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.

XIII. WAIVER

No delay or failure to require performance of any provision of this Agreement constitutes a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and applies to the specific instance expressly stated.

XIV. GOVERNING LAW

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

XV. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

XVI. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations, written agreements and oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

Except as provided herein, all other provisions of the Agreement remain in full force and effect without amendment or change.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

COUNTY OF SANTA CLARA

CITY OF SUNNYVALE

Laura Garnette Chief Probation Officer	Date
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Deanna J. Santana City Manager	Date
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APPROVED AS TO FORM AND LEGALITY:

Nancy J Clark
Deputy County Counsel

Date

Joan Borger City Attorney	Date
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APPROVED BY COUNTY EXECUTIVE:

John Mills
Deputy County Executive

Date