

31285

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT



AGREEMENT TO PROVIDE A
PREVENTION AND INTERVENTION PROGRAM
(PIP)

CITY OF LONG BEACH
JULY 1, 2009- JUNE 30, 2010

(GCSP)

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**COUNTY OF LOS ANGELES
AND
CITY OF LONG BEACH**

THIS AGREEMENT is made and entered into this 9th day of July, 2009 by and between the City of Long Beach located at Long Beach Police Department, 400 West Broadway, Long Beach, California 90802, hereinafter referred to as "CITY", and the County of Los Angeles, hereinafter referred to as "COUNTY", both of whom are collectively referred to as the "PARTIES".

WHEREAS, CITY desires to provide probation prevention and intervention services to assist in reducing incidents of truancy, criminality and other serious behavioral problems; and

WHEREAS, COUNTY Probation Department has statutory authority pursuant to Section 652 of the Welfare and Institutions Code and Section 1203.14 of the Penal Code to provide certain expertise and resources in this area; and

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

WHEREAS, COUNTY desires to participate in a joint effort with the CITY;

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to maintain within the City of Long Beach, the services of one (1) Deputy Probation Officer and support staff mutually agreed upon by both parties. This Deputy Probation Officer will provide specialized probation services for CITY. Probation services shall be provided by COUNTY through this Agreement and shall be consistent with the laws of the State of California and the guidelines of the CITY.

2. STATEMENT OF WORK

A. COUNTY shall provide, on behalf of CITY, the services of one (1) Deputy Probation Officer and related support staff with caseload court-ordered probationers who are within the community of Long Beach, such caseload to conform to the standards established for the Probation Department's Prevention and Intervention Program. These probationers will be mutually

agreed upon by the Chief Probation Officer or his designee and the CITY. Further, the CITY will give input towards the evaluation conducted by the Deputy Probation Officer.

- B. CITY shall provide office space and telephone services within its boundaries for use by the assigned Deputy Probation Officer.
- C. In addition to the duties associated with caseload supervision, the assigned Deputy Probation Officer will supervise a caseload not to exceed 10 court-ordered probationers; and, make referrals for parents in crisis.

3. EMPLOYMENT STATUS

The assigned Deputy Probation Officer is an employee of COUNTY and is entitled to wages and employee benefits appropriate to what is provided other County employees who are Deputy Probation Officers. It is additionally understood that no term or condition of this Agreement can conflict with State statute defining the status of the Deputy Probation Officer as a Peace Officer.

4. PAYMENT

CITY shall reimburse COUNTY for 100% of the salary and employee benefits for one (1) Deputy Probation Officer II and support staff assigned by COUNTY to perform services according to Paragraph 2, STATEMENT OF WORK above. The billable amount is \$129,612 plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

COUNTY shall provide DPO services commensurate with the 100% cost of services and staff being paid by CITY. CITY agrees that the DPO services provided may include 100% of all customary employee functions such as attending mandatory training, scheduled and unscheduled time-off (e.g. sick, vacation, etc.), and/or attending to other Probation-related activities that may on occasion require the DPO to be away from the service site. CITY agrees that it is responsible for the entire billable amount of this agreement.

CITY shall reimburse COUNTY for 100% of the salary for a Deputy Probation Officer II, paid at one and one-half time, for all time worked beyond forty (40) hours per week. It is at the discretion of the COUNTY with the agreement of the CITY whether the Deputy Probation Officer II works in excess of forty (40) hours per week. The current overtime rate is approximately \$53.96 per hour plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

Within thirty (30) days following the receipt of an invoice from the Probation Department's Business Management Office, CITY shall reimburse COUNTY for the billed amount. These invoices shall be provided to CITY within twenty (20) days following September 30, 2009; December 31, 2009; March 31, 2010; and June 30, 2010.

5. INDEPENDENT CONTRACTOR

This Agreement is by and between COUNTY and CITY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CITY. The COUNTY'S relationship to the CITY in the performance of this Agreement is that of an independent contractor. The COUNTY'S personnel performing services under this Agreement shall at all times be under the COUNTY'S exclusive direction and control and shall be employees of the COUNTY and not employees of the CITY. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.

6. INDEMNIFICATION

CITY shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CITY'S acts and/or omissions arising from and/or relating to this Agreement.

7. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY'S obligation for salary and employee benefits costs is payable only and solely from funds appropriated for the purpose of this Agreement subject to COUNTY'S legislative appropriation for this purpose. In the event the Board of Supervisors does not allocate sufficient funds then the affected services shall be terminated. COUNTY shall notify CITY in writing of such non-allocation at the earliest possible date.

8. BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts in any Fiscal Year a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its services obligation

correspondingly for that Fiscal Year and any subsequent Fiscal Year services. COUNTY'S notice to CITY regarding said reduction in obligation shall be provided within thirty (30) days of the Board's approval of such actions.

9. TERMINATION AND TERMINATION COSTS

In the event that CITY or COUNTY withdraws its participation in the project described in this Agreement, such withdrawal shall be preceded by thirty (30) days' written notice to the other party. Notwithstanding, CITY or COUNTY may terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CITY or COUNTY funding for the Agreement activity. In such event, COUNTY shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Agreement which have not been previously reimbursed up to the date of said termination. Payment shall be made only upon the filing with CITY, by COUNTY, vouchers evidencing the time expended and said costs incurred. Said vouchers must be filed with CITY within thirty (30) days of said termination.

10. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CITY, immediately terminate the right of the CITY to proceed under this agreement if it is found that consideration, in any form, was offered or given by the COUNTY, either directly or through an intermediary, with the intent of securing the agreement or securing favorable treatment with respect to the amendment or extension of the agreement or making of any determinations with respect to the COUNTY'S performance pursuant to the agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CITY as it could pursue in the event of default by the CITY.

CITY shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

11. TERM

This Agreement shall be for a period of twelve (12) months commencing on July 1, 2009 and terminating on June 30, 2010.

The PARTIES by their duly authorized signatures, have caused this Agreement to become effective on the day, month and year first written above.

COUNTY OF LOS ANGELES

BY 
Robert B. Taylor
Chief Probation Officer

7/8/09
Date

CITY OF LONG BEACH

**EXECUTED PURSUANT
TO SECTION 9011 OF
THE GOVERNANCE
ACT**

BY  Assistant City Manager


Patrick H. West
Typed or Printed Name

City Manager
Title

6.16.09
Date

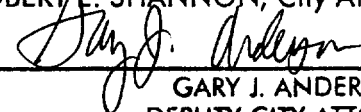
APPROVED AS TO FORM:

ROBERT E. KALUNIAN,
ACTING, COUNTY COUNSEL

By 
Gordon W. Trask
Principal Deputy
County Counsel

APPROVED AS TO FORM

June 2, 2009
ROBERT E. SHANNON, City Attorney

By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY