

**AGREEMENT BETWEEN THE COUNTY OF ORANGE
AND
THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
FOR THE PROVISION OF PROBATION OFFICER AND SUPPORT SERVICES
FOR THE
COMMUNITY SCHOOL PROGRAM**

~~This~~^{HIS} Agreement, hereinafter referred to as "AGREEMENT", entered into this _____ day of _____, 201~~5~~³, which date is enumerated for the purpose of reference only, is by and between the ~~COUNTY Of Orange~~^{COUNTY Of Orange}, a political subdivision of the State of California, hereinafter referred to as "COUNTY," ~~acting through the Orange County Probation Department, hereinafter referred to as "PROBATION"~~^{acting through the Orange County Probation Department, hereinafter referred to as "PROBATION"}, and the Orange County Superintendent ~~of~~^of Schools, acting under the authority of the Orange County Department Of Education, hereinafter referred to as "SUPERINTENDENT." ~~PROBATION and SUPERINTENDENT may be referred to individually as "PARTY" or collectively as "PARTIES". The County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR," shall administer this AGREEMENT.~~^{PROBATION and SUPERINTENDENT may be referred to individually as "PARTY" or collectively as "PARTIES". The County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR," shall administer this AGREEMENT.}

RECITALS:

WHEREAS, SUPERINTENDENT operates a Community School Program, hereinafter referred to as "PROGRAM," the purpose of which is to provide an alternative to classroom instruction consistent with a school district's course of study based on the individual needs of each student; and

WHEREAS, the PROGRAM requires assistance in obtaining background information for community school referrals, in order to determine the appropriate placement for each student; and

WHEREAS, SUPERINTENDENT has established a Community School Referral Process which provides for PROGRAM services, attached hereto as "Exhibit "A" and incorporated herein by ~~this~~ reference; and

WHEREAS, ~~COUNTY PROBATION~~^{COUNTY PROBATION} is specially trained, experienced and competent to provide the mandated services and advice required by the PROGRAM, has been providing the services since September 1, 1999 and is agreeable to continue rendering the same; and

WHEREAS, the ~~parties~~^{PARTIES} agree to support the goals of the PROGRAM.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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V. EXHIBITS

Exhibit A Community School Referral Process

Exhibit B Budget for Community School Program:
~~September 1, 2013 through August 31, 2014.~~

Exhibit C Juvenile Court Administrative Orders of the Orange County Superior Court:
 Section C.1 Order No. 11/010-903 - "Juvenile Court Hearings" dated
 November 23, 2011
 Section C.2 Order No. 11/009-906 - "Public Access and Media" dated
 November 23, 2011
 Section C.3 Order No. 12/003-903 - "Exchange of Information" dated
 March 29, 2012

TERMS AND CONDITIONS

1.0 TERM

~~Subject to the termination provisions set forth in Sections 4.9.1, 4.9.2, 7.0, and 13.0 herein, the initial term of this AGREEMENT shall be for a three (3)-year period commencing on July 1, 2015 and ending on June 30, 2018. Subject to the termination provisions set forth in Sections 4.7.1, 4.7.2, 7.0, and 13.0 herein, the term of this AGREEMENT shall be for the 12-month period commencing on September 1, 2013 and ending on August 31, 2014, following approval thereof by the Orange County Board of Supervisors.~~

1.1 This AGREEMENT may be renewed for the period July 1, 2018 through June 30, 2020, under the same terms and conditions subject to: (a) availability of funding or appropriations warranting such renewal, (b) upon mutual written agreement of the SUPERINTENDENT and PROBATION, and (c) applicable policy of the Orange County Board of Supervisors for contract renewals. COUNTY shall not be required to give a reason if it elects not to renew this AGREEMENT.

2.0 COUNTY RESPONSIBILITIES

2.1 COUNTY agrees to provide the services of one (1) Deputy Probation Officer II (DPO II) position at ~~up to 40.7500~~ Full Time Equivalent (FTE), ~~and up to one additional DPO II position (1.00 FTE) as needed and approved by both ADMINISTRATOR and SUPERINTENDENT~~ to support SUPERINTENDENT'S PROGRAM. The duties of the DPO II position shall include, but not be limited to, the following:

- 2.1.1 Agree to comply with the Community School Referral Process, which is identified as "Exhibit "A" attached hereto and incorporated herein by reference.
- 2.1.2 Furnish background and record check information with regard to the Community School Referral Process upon request of SUPERINTENDENT'S staff.
- 2.1.3 Provide oversight of and assistance with SUPERINTENDENT'S interviews of minors and parents during the assessment and enrollment process, and initiate informal supervision programs pursuant to Welfare and Institutions Code Sections 236 and 601.
- 2.1.4 Interface weekly with SUPERINTENDENT'S staff.
- 2.1.5 Monitor Welfare and Institutions Code Sections 236 and 601 case work.
- 2.1.6 Perform other duties as mutually agreed by SUPERINTENDENT and ~~ADMINISTRATOR~~ PROBATION.

2.2 ~~COUNTY~~ PROBATION agrees to provide the services of a Supervising Probation Officer (SPO) position at up to 0.20 FTE, to support SUPERINTENDENT'S PROGRAM. The duties of the SPO shall include, but not be limited to, the following:

- 2.2.1 Supervise and monitor probation-related activities of ~~the~~ DPO IIs assigned to the SUPERINTENDENT'S PROGRAM.
- 2.2.2 Respond to inquiries from ~~the~~ DPO IIs and SUPERINTENDENT'S interviewers regarding the appropriateness of minors referred to the alternative education program, as well as possible community resource referrals for minors and their families.
- 2.2.3 Hold semi-annual meetings or conference calls to discuss probation concerns and changes affecting the DPO IIs and the PROGRAM.

- 2.2.4 Oversee the maintenance of statistics of cases referred and interviewed.
- 2.2.5 Resolve scheduling conflicts for the DPO IIs.
- 2.2.6 Help to locate a replacements DPO IIs as needed due to vacancy.
- 2.2.7 Review DPO II's timesheets for accuracy and submit them to payroll.
- 2.2.8 Supervise the DPO IIs as to any changes occurring in the assignment and advise SUPERINTENDENT'S interviewers of such changes.
- 2.2.9 ~~Keep ADMINISTRATOR Monitor and track informed of~~ any changes, trends, or concerns regarding SUPERINTENDENT'S PROGRAM, for use in internal quarterly report.

~~2.3~~ 2.3 ~~COUNTY PROBATION~~ agrees to provide the services of Information Processing Technician (IPT) positions at up to 1. ~~7550~~ FTE, to support SUPERINTENDENT'S PROGRAM. The IPTs shall maintain records as may be needed by the DPO II position to facilitate monitoring and supervision of students enrolled pursuant to Welfare and Institutions Code Section 236 and 601. In the event IPTs are unavailable to perform the clerical tasks associated with ~~Probation's~~ PROBATION'S functions, such other comparable clerical staff may fill in, as needed, and COUNTY will bill SUPERINTENDENT accordingly to their actual salary and benefits rates of those clerical staff positions; ~~however COUNTY will not exceed the total line item budget for IPTs.~~

~~2.32.4~~ Upon written notification from PROBATION to SUPERINTENDENT that the number of PROGRAM referrals has risen to a level that requires additional personnel services to support SUPERINTENDENT'S PROGRAM, personnel services provided by PROBATION as described in Sections 2.1, 2.2 and 2.3 herein may be increased accordingly, and with SUPERINTENDENT'S concurrence, PROBATION shall provide a revised applicable budget reflecting the costs associated with the required increase. Then, upon mutual agreement of the revised budget, PROBATION shall prepare an Amendment to the AGREEMENT for execution by both PARTIES of such changes.

3.0 SUPERINTENDENT RESPONSIBILITIES

SUPERINTENDENT agrees to provide oversight of the PROGRAM and to comply with the Community School Referral Process, as ~~identified~~ provided ~~asin~~ "Exhibit "A" attached hereto and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 SUPERINTENDENT agrees to pay the COUNTY for PROGRAM services rendered by the DPO II ~~(s)~~, SPO and IPT positions on a cost-reimbursement basis, upon submission of quarterly claims in duplicate, in accordance with COUNTY's standard audit procedures.

4.2 Payment by SUPERINTENDENT to COUNTY shall include the following:

4.2.1 ~~a~~Actual salaries and benefits associated with the positions specified in Sections 2.1, 2.2 and 2.3 and as provided in "Exhibit "B" herein;

4.2.2 Indirect costs calculated as a percentage of actual salary and benefits of the positions specified in Sections 2.1, 2.2 and 2.3 and as provided in "Exhibit B" herein, at the rate published by the California Department of Education for SUPERINTENDENT; ~~indirect cost at nine and nine hundredths percent (9.09%);~~

~~4.2.3~~ ~~and m~~ Mileage expenses calculated using the standard California mileage reimbursement rates for the period in which the mileage costs are incurred.

~~4.3~~ For the period July 1, 2015 through June 30, 2018:

~~4.3.1~~ SUPERINTENDENT shall reimburse COUNTY for services rendered in an annual amount not to exceed two hundred and seventy thousand, six hundred and fifty-two dollars (\$270,652) as set forth in the budget attached hereto as "Exhibit B", and incorporated herein by reference.

~~4.3.2~~ Line item costs provided in Exhibit B may be reallocated between positions as necessary and agreed upon by the PARTIES in order for PROBATION to provide services requested by SUPERINTENDENT under this AGREEMENT, so long as the total maximum annual reimbursable amount is not exceeded.
Such costs shall not exceed the total amount of \$414,338 as set forth in the budget attached hereto as Exhibit "B," and incorporated herein by reference.

~~4.4~~ In the event both PARTIES mutually agree to renew the AGREEMENT for the period July 1, 2018 through June 30, 2020:

~~4.4.1~~ For the period July 1, 2018 through June 30, 2019, SUPERINTENDENT shall reimburse COUNTY in an amount not to exceed two hundred and seventy-six thousand, thirty-one dollars (\$276,031), as set forth in Exhibit B – Budget, attached hereto and incorporated herein by reference.

~~4.4.2~~ For the period July 1, 2019 – June 30, 2020, SUPERINTENDENT shall reimburse COUNTY in an amount not to exceed two hundred eighty-one thousand, five hundred and seventeen dollars (\$281,517), as set forth in Exhibit B – Budget, attached hereto and incorporated herein by reference.

~~4.4.3~~ Line item costs provided in Exhibit B may be reallocated between positions as necessary and agreed upon by the PARTIES in order for PROBATION to provide services requested by SUPERINTENDENT under this AGREEMENT, so long as the total maximum annual reimbursable amounts are not exceeded.

~~4.2~~

~~4.3~~

~~4.44.5~~ Overtime ~~will~~may be ~~utilized as when~~ mutually agreed by COUNTY and SUPERINTENDENT, so long as the costs do not exceed the total annual maximum reimbursement amounts as provided in Exhibit B, attached hereto and incorporated herein by reference. ~~Overtime will not exceed the total reimbursement amounts allocated for any one reimbursable position provided under this AGREEMENT.~~

~~4.54.6~~ COUNTY'S billing must include submission of documentation including, but not limited to, labor time distribution reports and records of services provided.

~~4.64.7~~ SUPERINTENDENT may withhold or delay any payment should COUNTY fail to comply with any of the provisions set forth in this AGREEMENT.

~~4.74.8~~ COUNTY shall not claim reimbursement for services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

~~4.84.9~~ Contingency of Funds

~~4.8.14.9.1~~ The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the California Department of Education. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a prorated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide COUNTY written notification of such termination. Notice shall be deemed given when received by COUNTY or no later than three (3) days after the day of mailing, whichever is sooner.

4.8.24.9.2 SUPERINTENDENT acknowledges that funding or portions of funding for this AGREEMENT may be contingent upon the continued availability of State budget approval; receipt of funds from, and/or obligation of funds by the State of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this AGREEMENT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately modify or terminate this AGREEMENT in writing to SUPERINTENDENT without penalty.

5.0 INDEPENDENT CONTRACTOR

COUNTY is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and COUNTY. COUNTY assumes responsibility for the acts and omissions of its employees or agents as they relate to the services to be provided. COUNTY, its officers, agents and employees, shall not be entitled to any rights, and/or privileges of SUPERINTENDENT'S employees and shall not be considered in any manner to be SUPERINTENDENT'S employees.

6.0 INDEMNIFICATION

COUNTY agrees to indemnify, defend with counsel approved in writing by SUPERINTENDENT, and hold SUPERINTENDENT, its officers, employees, and agents ("SUPERINTENDENT'S INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this AGREEMENT. SUPERINTENDENT's approval of counsel shall not be unreasonably withheld. If judgment is entered against COUNTY and SUPERINTENDENT by a court of competent jurisdiction because of the concurrent active negligence of SUPERINTENDENT or SUPERINTENDENT'S INDEMNITEES, COUNTY and SUPERINTENDENT agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

SUPERINTENDENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUPERINTENDENT pursuant to this AGREEMENT. COUNTY's approval of counsel shall not be unreasonably withheld. If judgment is entered against SUPERINTENDENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUPERINTENDENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

7.0 INSURANCE

Prior to the provision of services under this AGREEMENT, COUNTY and SUPERINTENDENT agree to purchase all required insurance or maintain a program of self-insurance at their own expense and to provide each other with Certificates of Insurance, including all endorsements required herein, necessary to satisfy that the insurance provisions of this AGREEMENT have been complied with and to keep such insurance coverage and the certificates therefore on deposit during the entire term of this AGREEMENT.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage.

This AGREEMENT may be terminated if either party fails to maintain insurance or a program of self-insurance as required herein for the full term of this AGREEMENT.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States of ambest.com.**

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County's CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance or programs of self-insurance maintained by SUPERINTENDENT and COUNTY shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence <u>\$2,000,000 aggregate</u>
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy or programs of self-insurance shall contain the following, which shall accompany the Certificate of insurance:

- 1) SUPERINTENDENT shall provide **an Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, Indemnified Party status to the County of Orange,** its elected and appointed officials, officers, employees and agents **as Additional Insureds.**
- 1)2) **A primary non-contributing endorsement evidencing that SUPERINTENDENT insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.**
- 2)3) COUNTY shall provide Indemnified Party status to SUPERINTENDENT under COUNTY's Program of Self-Insurance.

All insurance policies required by this AGREEMENT shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

All insurance policies or programs of self-insurance required by this AGREEMENT shall give the SUPERINTENDENT and COUNTY thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from ~~on~~ the Certificate of Self-Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

SUPERINTENDENT shall forward Insurance certificates to the agency/department address listed directly below:

Orange County Probation Department
Attn: Administrative Manager II/AFD Contracts Division
P.O. Box 10260
Santa Ana, CA 92711-0260

COUNTY shall forward Insurance certificates to the agency/department address listed directly below:

Orange County Superintendent of Schools
Attn: Coordinator/Contract Services
200 Kalmus Drive
Costa Mesa, CA 92628-9050

COUNTY expressly retains the right to increase or decrease insurance of any of the above insurance types throughout the term of this AGREEMENT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify SUPERINTENDENT in writing of changes in the insurance requirements. If SUPERINTENDENT does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this AGREEMENT may be in breach without further notice to SUPERINTENDENT, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit either party's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT, nor act in any way to reduce the policy coverage and limits available from the insurer.

8.0 PERSONNEL

SUPERINTENDENT and COUNTY shall retain complete and absolute authority over their respective staff members, once assigned to the ~~Program~~ PROGRAM. Neither party has the authority to discipline, suspend, or terminate from employment, or take action against the other party's staff members.

9.0 CONFIDENTIALITY

SUPERINTENDENT and ~~ADMINISTRATOR-PROBATION~~ shall maintain the confidentiality of all their respective records and information in accordance with all applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality. All records and information concerning any and all matters referred to SUPERINTENDENT by ~~ADMINISTRATOR-PROBATION~~ shall be considered and kept confidential by SUPERINTENDENT and SUPERINTENDENT'S staff,

agents and employees. Information obtained by SUPERINTENDENT and ~~ADMINISTRATOR PROBATION~~ in the performance of this AGREEMENT shall be treated as strictly confidential and shall not be used by the parties for any purpose other than the performance of this AGREEMENT.

In addition to the general confidentiality provisions, above, which are applicable to juvenile probationers as well as parents and siblings, ~~ADMINISTRATOR PROBATION~~ and SUPERINTENDENT specifically agree to comply with the following Juvenile Court Administrative Orders of the Orange County Superior Court, all attached hereto as "Exhibit "C" and incorporated herein by reference: (a) Order No. 11/010-903 - "Juvenile Court Hearings" dated November 23, 2011; (b) Order No. 11/009-906 - "Public Access and Media" dated November 23, 2011; and (c) Order No. 12/003-903 - "Exchange of Information" dated March 29, 2012. Said Juvenile Court Administrative Orders govern the confidentiality of juvenile probation records.

The foregoing Juvenile Court Administrative Orders were adopted in accordance with applicable sections of the Welfare and Institutions Code, and all other applicable statutes, court orders and case law. No access, disclosure or release of information regarding a juvenile who is the subject of Juvenile Court Proceedings or any other juvenile record information as discussed in said Juvenile Court Administrative Orders, shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

10.0 **EMERGENCIES**

Any emergency situation affecting the welfare of youths including, but not limited to escapes, riots, fires, floods and natural disasters, shall be immediately communicated between the ~~Parties~~ **PARTIES**.

11.0 **AUDIT AND FINANCIAL RECORDS**

COUNTY shall have access to SUPERINTENDENT'S books, documents, and records that are pertinent to services performed under the terms of this AGREEMENT for purposes of audit and evaluation. SUPERINTENDENT shall have access to COUNTY'S books, documents, and records that are pertinent to services performed under the terms of this AGREEMENT for purposes of audit and evaluation.

Each of the ~~parties~~ **PARTIES** shall maintain and preserve all books, financial statements, journals, ledgers and other pertinent documents for a period of five (5) years from the termination of this AGREEMENT, or for any period thereafter as required by statute. Juvenile Court records and any COUNTY records regarding an individual minor will not be maintained by SUPERINTENDENT if sealed by the Juvenile Court pursuant to Section 781 of the Welfare and Institutions Code. In this event, said records shall be returned immediately to ~~ADMINISTRATOR PROBATION~~ upon request.

12.0 **NON-DISCRIMINATION**

In the performance of this AGREEMENT, SUPERINTENDENT and COUNTY agree to comply with the requirements of Section 1735 of the California Labor Code and not to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. SUPERINTENDENT and COUNTY acknowledge that a violation of this provision shall subject parties to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

SUPERINTENDENT and COUNTY will permit access by City, State and Federal agencies to its records of employment, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of the AGREEMENT.

13.0 TERMINATION

In addition to any other remedies or rights ~~parties~~ **PARTIES** may have by law, SUPERINTENDENT and COUNTY have the right to terminate the AGREEMENT without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of AGREEMENT, any misrepresentation or fraud on the part of the SUPERINTENDENT or COUNTY. Exercise by the ~~parties~~ **PARTIES** of its' right to terminate this AGREEMENT shall relieve SUPERINTENDENT and COUNTY of all further obligations.

14.0 TOBACCO USE POLICY

The ~~parties~~ **PARTIES** acknowledge that providing a tobacco-free environment is in the interest of public health. Pursuant to Policy No. 400-7 adopted on June 18, 1996 by the Board of Trustees of the Orange County Department of Education (OCDE), smoking or the use of tobacco products on OCDE property, or within any indoor facility owned or leased by OCDE, is prohibited at any time and anywhere. ~~ADMINISTRATOR~~ **PROBATION** shall require staff compliance with such policy.

15.0 DISPUTES

Disputes between SUPERINTENDENT and COUNTY regarding the performance of services herein shall be mutually resolved by ~~the ADMINISTRATOR~~ **PROBATION** and the SUPERINTENDENT, or their respective designees. If agreement cannot be reached through this application, either ~~party~~ **PARTY** may assert its other rights and remedies within this AGREEMENT or within a court of competent jurisdiction. The SUPERINTENDENT and COUNTY agree that, in the event of a dispute notwithstanding, they shall continue without delay to carry out all of their responsibilities under this AGREEMENT not affected by the dispute.

16.0 NOTICES

Any notices or demands to be given under this AGREEMENT by any ~~party~~ **PARTY** to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by any party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

COUNTY:	Chief Probation Officer County of Orange Probation Department P.O. Box 10260 Santa Ana, CA 92711-0260 Attn: Administrative Manager II Contracts Services and Purchasing Manager/Real Estate Services
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SUPERINTENDENT:	Orange County Superintendent of Schools 200 Kalmus Drive P.O. Box 9050 Costa Mesa, CA 92628-9050 Attn: Coordinator, Contract Services
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17.0 SEVERABILITY

If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

18.0 GOVERNING LAW

This AGREEMENT has been written and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the ~~parties~~ PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the ~~parties~~ PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

19.0 ALTERATION OF TERMS

This AGREEMENT fully expresses all understandings of the ~~parties~~ PARTIES and is the total agreement between the ~~parties~~ PARTIES as to the subject matter of this AGREEMENT. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, by the ~~parties~~ PARTIES, their officers, agents or employees, shall be valid unless made in the form of a written Amendment to this AGREEMENT which is formally approved and executed by PROBATION and SUPERINTENDENT both parties.

20.0 ENTIRE AGREEMENT

This AGREEMENT, and the attached Exhibits "A" through "C", which are incorporated herein by reference, constitute the complete and exclusive statement of understanding between the ~~parties~~ PARTIES which supersedes all previous agreements, written or oral, and all other communications between the ~~parties~~ PARTIES relating to the subject matter of this AGREEMENT.

21.0 EMPLOYEE ELIGIBILITY VERIFICATION

SUPERINTENDENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The SUPERINTENDENT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUPERINTENDENT shall retain all such documentation for all covered employees for the period prescribed by the law. The SUPERINTENDENT shall indemnify, defend, and hold harmless, the ~~County~~ COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUPERINTENDENT or the ~~County~~ COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this ~~Contract~~ AGREEMENT.

(Signature page follows)

IN WITNESS THEREOF, the ~~parties~~ **PARTIES** have caused this AGREEMENT to be executed in the County of Orange, State of California.

**ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS**

By: _____
Pat McCaughey
Coordinator, Contracts, Purchasing & Transportation

Dated: _____

COUNTY OF ORANGE

By: _____
~~Chairman~~ of the Board of Supervisors
~~Orange County~~ **County of Orange**, California

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

ATTEST:

By: _____
~~Robin Stieler~~
~~Interim~~ Clerk of the Board ~~of Supervisors~~
~~Orange County~~ **County of Orange**, California

Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
~~ORANGE COUNTY~~ **COUNTY OF ORANGE**, CALIFORNIA

By: _____
Deputy County Counsel

Dated: _____