

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

Agree. 98-784

September 15, 1998

FROM: RAYMOND B. WINGERD, Chief Probation Officer
Probation Department

SUBJECT: AGREEMENT WITH THE CITY OF REDLANDS

RECOMMENDATION:

1. Approve agreement with the City of Redlands for the County Probation Department to provide services in a problems solving partnership with the City of Redlands;
2. authorize Raymond B. Wingerd to sign agreement;
3. authorize the receipt of funds from the City of Redlands in the amount of \$26,600.00 to pay a share of one (1) Probation Officer II Home Run Position at the Redlands Unified School District.

BACKGROUND INFORMATION: On August 12, 1997, the Board of Supervisors accepted the Probation Department's three year grant award from the Board of Corrections for the Juvenile Crime Enforcement and Accountability Challenge Grant in the amount of \$4,242,894. The grant is known as the Home Run Program. As part of the grant, ten Probation Officer II positions were established and assigned to school districts. The school districts share in paying for these positions. Redlands Unified School District is one of these. Reference is made to San Bernardino County Board of Supervisor's agreement 97-946 dated November 18, 1997, and amended this date. The City of Redlands and the County of San Bernardino have an agreement that provides for one (1) shared Probation Officer II position between the Redlands Unified School District and the Redlands Police Department is a problem solving partnership to provide services to minors addressing under age drinking. The City of Redlands is contributing \$26,600.00 towards this position pursuant to this agreement with the County.

REVIEW BY OTHERS: This item has been reviewed by Art Gomez, County Administrative Office, Kevin Norris, Deputy County Counsel and Michelle Blakemore, Deputy County Counsel.

FINANCIAL IMPACT: County to accept funds in the amount of \$26,600.00 from the City of Redlands.

SUPERVISORIAL DISTRICT(S): Third District.

PRESENTER: Raymond B. Wingerd, Chief Probation Officer

cc: Probation--Joe Lenz w/5 agrees
for signature
City of Redlands c/o Probation
Auditor
SBD
Risk Management
CAO-Gomez
File

mll

Record of Action of the Board of Supervisors
AGREEMENT NO. 98-784
APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	MOVE	AYE	AYE	SECOND	AYE
1	2	3	4	5	6

EARLENE SPROAT, CLERK OF THE BOARD

BY

DATED: September 15, 1998



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	New	Vendor Code		Dept.	Contract Number	
M	Change			SC	PRB	98-784
X	Cancel					
County Department			Dept.	Orgn.	Contractor's License No.	
Probation			PRB	PRB		
County Department Contract Representative				Ph. Ext.	Amount of Contract	
Wilmer E. Lusk				5854	\$26,600	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number
AAA	PRB	PRB	xxx	9145	xxx	40000797
Commodity Code			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY Amount I/D
Project Name			99	\$26,600		
Problem Solving Partnership with						
Home Run - Challenge Grant						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

City of Redlands

Address
35 Cajon Street, Redlands, CA 92373

hereinafter called _____

(909) 798-7500

Phone 956000766 Birth Date _____

Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and reverse side of form if needed. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This contract between the County of San Bernardino and the City of Redlands is funded with \$26,600.00 from the City of Redlands. The agreement provides for one (1) shared Probation Officer II position between the Redlands Unified School District and the Redlands Police Department in a problem solving partnership to provide services to minors addressing under age drinking.

Any provisions on the reverse side and referenced attachments hereof constitute a part of this contract and are incorporated herein in full.

COUNTY OF SAN BERNARDINO

Chairman, Board of Supervisors

Dated SEP 15 1998

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By Deputy

City of Redlands

(State if corporation, company, etc.)

By Mayor

(Authorized Signature)
35 Cajon Street, Suite 200

Dated Redlands, CA 92373

Title

Address ATTEST: City Clerk
City of Redlands

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

/s/ Kevin L. Norris

County Counsel Michelle D. Blakemore

Date 9/11/98

Date

Agency Administrator/CAO

Date

PROBATION AND CITY OF REDLANDS

THIS AGREEMENT, entered into on September 15, 1998, between the City of Redlands hereinafter referred to as CITY and the County of San Bernardino, hereinafter referred to as COUNTY.

WITNESSETH

WHEREAS, the COUNTY for and in consideration of the payments made to the said COUNTY by the CITY, as hereinafter set forth, does hereby agree to provide a Probation Officer II for the Home Run Program in the mutually agreed upon school(s) operated by the Redlands Unified School District. Probation Officer services will include the tasks outlined in the job description set forth by the COUNTY for the position of Probation Officer II including, but not limited to, those described in Attachment "A." The Probation Officer will be designated by the COUNTY as agreed upon by the CITY.

WHEREAS, the CITY is entering into this contract for such services.

NOW THEREFORE, it is mutually agreed as follows:

1. The CITY agrees, in consideration for services rendered by the Probation Officer under this contract, to pay to said COUNTY:

The cost of salary, benefits and other supported costs for the Probation Officer assigned to CITY in an amount not to exceed twenty-six thousand, six hundred (\$26,600.00) per year.

2. The COUNTY shall submit information concerning costs and a billing quarterly for reimbursement by the CITY. CITY shall pay COUNTY within thirty (30) days.
3. CITY agrees that the Probation Officer assigned to the program shall remain a COUNTY employee and shall be supervised by the Probation Department.
4. CITY and COUNTY agree that Attachment "A," will provide an operating guide for services rendered pursuant to this contract. By mutual written agreement, the elements in Attachment "A" may be modified, supplemented or eliminated. Attachment "A" is incorporated herein by reference.

Agreement
Page Two

5. The COUNTY shall hold harmless, defend and indemnify the CITY and its officers and employees from any claim or demand associated with Probation Officer services against the CITY; and its officers and employees, brought by any person, against the CITY in its capacity as the processor of Probation Officer payments for the COUNTY. Likewise, the CITY shall hold harmless, defend and indemnify the COUNTY, and its officers and employees, from any claim or demand associated with the CITY performance of the terms of this agreement.
6. This contract shall be effective on September 15, 1998, and shall terminate one full calendar year after. This contract may be terminated at any time with or without cause by CITY or by COUNTY upon written notice given to the other at least ninety (90) days before the date specified for such termination. Any such termination date shall coincide with the end of the calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination. After termination, neither party shall have any further obligation to the other as a result of this agreement.

Any written notice provided pursuant to this section shall be given as follows:

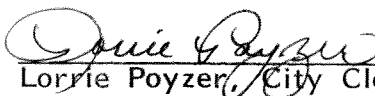
CITY OF REDLANDS
WILLIAM E. CUNNINGHAM
Mayor
35 Cajon Street, Suite 200
Redlands, CA 92373

COUNTY
RAYMOND B. WINGERD
Chief Probation Officer
San Bernardino County
Probation Department
175 West Fifth Street
San Bernardino, CA 92415

IN WITNESS WHEREOF, the parties hereto have made this contract on the date herein above first mentioned.


William E. Cunningham
Mayor
35 Cajon Street, Suite 200
Redlands, CA 92373

ATTEST:


Lorrie Poyzer City Clerk

Raymond B. Wingerd SEP 15 1998
Chief Probation Officer
San Bernardino County
Probation Department
175 West Fifth Street
San Bernardino, CA 92415

ATTACHMENT "A"

GENERAL

The City of Redlands and the Probation Department will provide a Probation Officer in a problem solving partnership which will, among other duties, focus on under age drinking of alcohol. This Probation Officer is empowered through their position with the Probation Department to make decisions regarding providing the full range of services for students violating the law or not complying with school regulations. Some of these services are described below. The parties are of the view that a Probation Officer with peace officer status provides leverage in persuading students and parents to cooperate.

- I. **Probation Officer Activities:** The Probation Officer would become aware of resources in the school community. These would include, but not limited to, counseling contacts, providers of programs on parenting, anger management, gang intervention, drugs and under age drinking of alcohol. The Probation Officer would be utilized as a resource guide, working with students and their families regarding problems that reach beyond the school setting or resources and are effecting their academic progress.
 - A. They will identify youth at risk in schools at an earlier age than is currently possible through the existing law enforcement system.
 - B. They may provide in-service training for school personnel. Specific training could be offered to school security, school police, teachers, counselors, and administrators that would be targeted to their needs and the types of cases the probation officer might contact within their particular role in the school.
 - C. They will make referrals and receive referrals from teachers and administrators on students that have demonstrated violent and negative behavior for whom traditional disciplinary measures have not been effective using the targeted youth guidelines.
 - D. They will interface with Family Emergency Resource Officer (FERO) program provided by the Probation Department to obtain resources for youth exhibiting incorrigible behavior problems including under age drinking of alcohol.

Attachment "A"
Page Two

- E. They will work as a team with the local and school police or security in working with youth who commit crimes on or around school campuses.
 - F. The Probation Officer will take a lead role in ensuring open communication between the probation and school systems. At the initial interview with referred students, the Probation Officer will obtain a signed release of information from students placed on formal or informal probation. The Probation Officer will review grades, attendance, juvenile justice citations (including traffic), community service assignments and completion and terms and conditions compliance. The Probation Officer will assist in notifying school officials (or juvenile traffic) when these are not met.
- II. Targeted Youth: These are all the students on the assigned campuses with issues listed below:
- A. School behavior or performance problems. These problems consist of three individual identifiers which are:
 - 1. Behavior problems including recent suspension.
 - 2. Poor grades as indicated by failing one or more classes.
 - 3. Attendance problems, truancy or a pattern of "skipping" school for certain classes or at certain times of the day.
 - B. Family problems defines as:
 - 1. Poor parental supervision and control; parents do not know where the minor goes, what he or she does, or with whom, and have little or no influence in such matters.
 - 2. Significant family problems; illness, substance abuse, recent trauma, major financial problems, marital or family discord, or other significant stresses.
 - 3. Criminal family members exerting a negative influence on the minor.
 - 4. Documented child abuse or neglect, dependent child status or recent petitions filed in the minor's behalf.
 - C. Substance abuse includes the use of alcohol or drugs by minors in any way but experimentation.

Attachment "A"
Page Three

- D. Delinquent behavior as indicated by:
 - 1. A stealing pattern.
 - 2. Weapon possession or use.
 - 3. A runaway pattern.
 - 4. Fights and assaults
 - 5. Gang member or associate.
 - 6. SARB cases.
- III. **Evaluation:** The Probation Department and School District will mutually provide general and specific information necessary to assist in the evaluation of the Home Run Program.
- IV. **Schedules:** An operating work schedule will be developed by the Probation Officer and approved by the school site principal or identified administrator. The schedule will reflect regular reporting days and times to the serviced sites and what services will be provided by the Probation Officer during time when the Probation Officer and school sites schedules may differ.