

**SERVICE AGREEMENT FOR SUBCONTRACTS
PROPOSITION 47 GRANT
(CNUSD & CORONA – PD YOUTH DIVERSION TEAM CSO)**

THIS SERVICE AGREEMENT (the "Agreement") is entered into as of the 4th day of December, 2019 (the "Effective Date") by and between the **CORONA-NORCO UNIFIED SCHOOL DISTRICT** (the "DISTRICT"), located at 2820 Clark Avenue, Norco, CA 92860, and the **CITY OF CORONA** (the "CITY"), located at 400 S. Vicentia Avenue, Corona, CA 92882. DISTRICT and CITY are sometimes individually referred to as "Party" and collectively as the "Parties" in this Agreement.

RECITALS

WHEREAS, the DISTRICT, and CITY seek to reduce juvenile recidivism rates, divert juvenile offenders from juvenile correctional institutions, and improve performance in school and employment readiness by providing a Youth Diversion Program ("Program"); and,

WHEREAS, the DISTRICT has been awarded a Proposition 47 grant by the State of California, Board of State and Community Corrections ("BSCC"), and accordingly has entered into a grant agreement with the BSCC dated as of August 15, 2019 (the "Grant Agreement").

WHEREAS, as is authorized by the Grant Agreement, the Parties wish to provide evidence-based interventions to target the population of youth aged 12 to 21 years old by providing referrals to mental health services, substance abuse treatment, housing-related assistance, job skills and placement services, and legal consultations within the criminal justice system, as well as direct mentoring and case management provided by a Community Service Officer ("CSO"); and

WHEREAS, pursuant to the Grant Agreement's requirement for a public agency subcontract, the CITY will provide, through the CORONA POLICE DEPARTMENT (the CORONA PD"), a CSO who will be dedicated to the Program;

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions set forth hereinafter, the Parties hereto agree as follows:

1. Term. The term of the Agreement will be for an initial period commencing on the Effective Date above and ending March 31, 2023 ("Term"), unless sooner terminated pursuant to Section 8 below or until the Maximum Reimbursable Funding Amount is exhausted as provided for in Section 3 below.

2. Scope of Services. The CITY shall hereby provide the services of one (1) full-time CSO from the CORONA PD who shall be assigned to the Program. Services provided by the CSO shall include, but shall not be limited to, case management, mentoring and evidence-based interventions, such as a Check-In/Check-Out program. The CSO shall also provide, when determined by the CSO to be necessary and available, referrals to mental health services, substance abuse treatment, housing-related assistance, job skills and placement services, and legal consultations within the criminal justice system.

3. **Funding and Reimbursement; Expiration of Agreement.** The City shall invoice the District quarterly in arrears for the time expended by the CSO during the prior three months, multiplied by the fully-loaded hourly rate paid by the CITY to the CSO. The DISTRICT shall promptly reimburse the CITY by issuing a check within thirty (30) calendar days of its receipt of the invoice; provided, however, that the reimbursement amount shall not exceed Nineteen Thousand Seven Hundred and Fifty Dollars (\$19,750) per quarter and the maximum not-to-exceed reimbursement amount for the entire Term of the Agreement shall not exceed Two Hundred and Thirty-Seven Thousand Dollars (\$237,000) ("Maximum Reimbursable Funding Amount"). Regardless of the Term, this Agreement shall expire and be of no further force and effect once the DISTRICT has exhausted the Maximum Reimbursable Funding Amount.

4. **Grant Agreement.** The provisions of the Grant Agreement are incorporated herein by reference. In accordance with the provisions of the Grant Agreement, the DISTRICT, as a grantee, may subcontract with consultants or public agencies for services needed to implement and/or support Program activities. The CITY agrees that in the event of any inconsistency between the Grant Agreement and this Agreement, the language of the Grant Agreement will prevail.

5. **Statistics and Data.** Pursuant to the requirements of the Grant Agreement, the CITY shall provide certain statistics and data related to the Program during the Term of this Agreement. The statistics and data shall consist of the number of Program participants, the number of successful "check-outs" from the Program, the number of participants who failed to successfully "check-out" of the Program and the services provided. The information shall be provided to the DISTRICT on no less than a quarterly basis, and will become part of the DISTRICT's quarterly reporting to the BSCC.

6. **Indemnification.** To the fullest extent permitted by law, each Party shall defend, indemnify and hold the other Party and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of any alleged willful misconduct or negligent acts, errors or omissions of the indemnifying Party or its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorney's fees and other related costs and expenses.

7. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party.

8. **Termination.** Either Party may terminate this Agreement for any or no reason upon ninety (90) days' prior written notice to the other Party.

9. **Notices.** All written notices to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail first class, postage prepaid and addressed as follows:

DISTRICT: Corona-Norco Unified School District
2820 Clark Avenue
Norco, CA 92860
Attention: Student Services
Steve Ellis, Coordinator

CITY: Corona Police Department
730 Public Safety Way
Corona, CA 92880
Attention: Chief George Johnstone

The foregoing names and addresses may be changed by written notice to the other Party as provided herein.

10. Subcontractors. While the CITY has no intention of hiring any subcontractors to perform any provision of this Agreement, the Grant Agreement requires the inclusion of the following provisions. Nothing contained in this Agreement or otherwise shall create any contractual relation between the DISTRICT or BSCC and any subcontractors of the CITY, if any, and no subcontract entered into by the CITY related to this Agreement shall relieve the CITY of its responsibilities and obligations hereunder. CITY agrees to be as fully responsible to the DISTRICT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors as it is for the acts and omissions of persons directly employed by CITY. The CITY's obligation to pay its subcontractors, if any, is an independent obligation from the DISTRICT's obligation to make payments to CITY. As a result, the DISTRICT shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor of the CITY. CITY agrees to enforce the following provisions:

- a. Ensure that all subcontractors, if any, comply with all requirements of this Agreement;
- b. Assures that for any subcontract awarded by CITY, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

11. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and duly approved and executed by the Parties.

12. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

13. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

14. Counterparts. This Agreement may be signed in counterparts, each of which shall

constitute an original.

15. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement as of the date first above written.

**CORONA-NORCO
UNIFIED SCHOOL DISTRICT**

CITY OF CORONA

Signature

Signature

Name

Name

Title

Title

Date

Date

Attest:

Sylvia Edwards
City Clerk

Board date: _____
Poa/