



Meeting Date: 06/08/2010

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other	<input type="checkbox"/> Other

Prepared By: Cyndi Hookstra, Management Analyst III *CH* Agenda Item No. I-3

Reviewed By: City Manager *AD* City Attorney *JP* Finance *AC* Other (Specify) _____

DATE: June 8, 2010

TO: City Council

FROM: Michael Henderson, General Services Superintendent *MH*
City Manager's Office

SUBJECT: General Services Department Landscape Intern Program

RECOMMENDATION

That City Council approve and authorize the City Manager to execute an agreement with the Ventura County Probation Agency for the Landscape Intern Program.

DISCUSSION

For young people, the Ventura County Juvenile Justice Center (JJC) can be a difficult place from which to transition. Often times the Ventura County Probation Agency reaches out to the surrounding community for assistance. The JJC has a small Regional Occupational Program (ROP) in Landscaping. Young people housed in the facility who meet the qualifications can participate in this program and build some valuable job skills.

The Ventura County Probation Agency asked the City to send someone from one of our Landscaping or Parks Divisions to give a presentation to the young people in this landscaping program at the JJC. Dean Yamamoto, the River Park Supervisor, gave the presentation to these young people. He gave an overview of all the various landscaping activities the City provides. He also spoke to them about job skills and the importance of a solid work ethic. From this presentation, the idea for a small scale landscaping intern program was formed.

The ROP Landscaping program has about seven participants. For a young person, the anxiety that comes with being released back into the community can be overwhelming. Ninety days prior to the young person's scheduled release, he or she would be allowed to work two to three days a week as a landscaping intern with the River Park maintenance crew on an unpaid basis. This would allow the young person to gain some valuable hands on landscaping experience which will assist him or her in applying for a job after being released from the JJC. The City makes no guarantee of employment after the ninety day intern program has ended. The intern program is intended to ease the transition back into the community by providing work experience and a sense of stability.

While the young person is still housed at the JJC, the Ventura County Probation Agency will be responsible for the assignment of Probation wards to the City of Oxnard Internship program. Probation wards must be a minimum of 17.5 years of age, be at honors level, have a GED or have a high school diploma, and be currently enrolled in the JJC ROP landscaping class. The existing River Park landscaping personnel will provide the supervision for the program.

FINANCIAL IMPACT

There is no financial impact associated with this intern program.

MH/chl
Attachment #1 - Agreement # A-7293

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BETWEEN
VENTURA COUNTY PROBATION AGENCY
AND CITY OF OXNARD**

**AGREEMENT TO PROVIDE SERVICES TO SUPPORT THE
"COMMUNITY SERVICE PROJECT"**

This agreement is made and entered into for the 2010-2011 fiscal year between the Ventura County Probation Agency, hereinafter referred to as "**PROBATION**," and the City of Oxnard, hereinafter referred to as "**CITY OF OXNARD**," and for the purpose of landscaping internships for Probation youth committed to the Juvenile Facilities, Leaders Program and enrolled in the Regional Occupation Program Landscaping class at the Juvenile Facilities.

WITNESSETH

WHEREAS, CITY OF OXNARD agrees to provide an internship program for the purpose of training **PROBATION** youth who are detained at the Juvenile Facilities in the Leaders Program and who are interested in and qualified for vocational training in landscaping.

WHEREAS, it has been determined the need for such services exists, and

WHEREAS, CITY OF OXNARD agrees to supervise **PROBATION** youth to provide un paid landscape occupational training for potential future employment opportunities in the landscaping field,

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. RESPONSIBILITIES OF CITY OF OXNARD

1. **CITY OF OXNARD** will provide a supervised internship program and use of all landscaping equipment which is non-motorized for no more than three (3) days per week, no more than eight (8) hours each day for a period of ninety days.
2. **CITY OF OXNARD** will provide hands on landscaping job skill opportunities but makes no guarantee of future employment with the city.

3. **CITY OF OXNARD** will provide employees for the supervision of Probation youth who are trained to instruct the youth on the safe and proper use of hand tools and equipment required for each project. Probation youth will not be allowed to use power tools of any type or drive a City of Oxnard vehicle.
4. **CITY OF OXNARD** will provide a background process consisting of a Live Scan background check for those employees responsible for supervising probation interns.
5. **CITY OF OXNARD** will provide all probation youth in the landscape program a City of Oxnard T-shirt as a required uniform to be worn while working.
6. **CITY OF OXNARD** will provide drinking water as needed and rest periods in accordance with applicable law.
7. **CITY OF OXNARD** will provide Probation with a daily contact number.
8. **CITY OF OXNARD** will comply with Probation Incident Report Protocol for contacting Probation if any emergency situation should arise.
9. **CITY OF OXNARD** will keep all information concerning Probation wards confidential.

B. RESPONSIBILITIES OF PROBATION

1. **PROBATION** will be responsible for the assignment of Probation wards to the City of Oxnard Internship program. Probation wards must be a minimum of 17.5 years of age, be at honors level, have a GED or have a high school diploma, and currently enrolled in the Juvenile Facilities Regional Occupation Program landscaping class.
2. **PROBATION** will be responsible for ensuring the participating Probation youth reports to the program wearing the City of Oxnard T-shirt, jeans, and work boots. For hot, sunny days, the Probation youth will be provide with a hat.
3. **PROBATION** will provide transportation to and from the work site.
4. **PROBATION** will provide each Probation youth participating in the internship program with a sack lunch and a drink.
5. **PROBATION** will provide the Incident Report Protocol to be adhered to by the City of Oxnard.

- a) General Non-Compliance: If a ward is non-compliant with the directives of the Project Team Leader, or if a ward is refusing to work, City of Oxnard shall contact the Juvenile Facilities "Watch Commander" and notify him/her of the non-compliance issue. and the return of the ward to the Juvenile Facilities.
- b) New Law Violations: If a ward commits a new crime or escapes from the job site, the police/sheriff will promptly be contacted and the incident reported. Immediately after the call to police/sheriff, the Juvenile Facilities' Watch Commander must be contacted to report the incident.
- c) Other Incidents: Any incidents which affect Probation wards will be reported to the Watch Commander immediately after emergency protocol occurs. (i.e. illness, injury, medical emergency, etc.)

C. INDEMNITY/LIABILITY:

The Ventura County Probation Agency retains the liability for Youth who are currently detained in the Juvenile Facility but enrolled in the internship program. The Ventura County Probation Agency agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

D. CANCELLATION:

The Agreement may be terminated without liability for termination damages upon thirty (30) days written notice from either party.

E. MODIFICATION AND AMENDMENTS:

This Agreement may be modified or amended only by a written document executed by PROBATION or CITY OF OXNARD.

F. NONDISCRIMINATION:

PROBATION and CITY OF OXNARD shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin, in

accordance with Title VI of the Civil Rights Act 1964, California Government code, Section 503-504 of the Rehabilitation Act of 1973, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the 2009-2010 fiscal year.

**VENTURA COUNTY
PROBATION AGENCY**

Alan Hammerand
Signature

Alan Hammerand
Name

Chief Deputy
Title

5/24/10
Date

CITY OF OXNARD

Signature

Name

Title

Date