

AGREEMENT WITH THE BOYS & GIRLS CLUB
OF GARDEN GROVE TO PROVIDE JUVENILE
DIVERSION SERVICES
August 25, 2015
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the ages of 10 and 12, 12 percent were between the ages of six and nine, and 14 percent were for children five and under.

FINANCIAL IMPACT

In June, 2010, it was necessary for the City to implement large budget cuts. At that time, the agreement with BGCGG for the FYOP program was not renewed. Fortunately the BGCGG was able to continue to provide on-site diversion services for a full two years without compensation. In Fiscal Year 2012-13, a three-year contract for \$50,000 per year was approved, in an effort to retain the program.

The BGCGG will provide all services outlined in the agreement for a fixed cost of \$50,000 per year. General Fund monies for the first year of the contract have been requested in the Fiscal Year 2015-16 Police Department budget; the remainder of the contract term will be incorporated into the budgets for Fiscal Year 2016-17 and Fiscal Year 2017-18.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with the Boys and Girls Club of Garden Grove for the period of July 1, 2015, through June 30, 2018, for a total of \$150,000; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto.


TODD E. ELGIN
Chief of Police


By: Ted Peaslee
Lieutenant

Attachment: Agreement

Recommended for Approval


Scott C. Stiles
City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Boys and Girls Club of Garden Grove**, a California corporation, herein after referred to as "CONTRACTOR" or as ("BGCGG").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to **Garden Grove City Council** approval on _____.
2. CITY is desirous of continuing established counseling and intervention programs that focus on children who are identified as "at risk" for involvement in gang activity and violent crime.
3. CITY is desirous of supporting drug and alcohol diversion counseling and youth crime diversion counseling for teens, young adults and their families.
4. BGCGG, by virtue of professionally trained staff and services available, desires to, and is capable of providing the services described herein, if it receives funding from CITY.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for a period of three (3) years, covering services rendered from July 1, 2015 through June 30, 2018. This agreement may be terminated by the CITY without cause, by giving a thirty (30) day written notice of termination, per Section 3.
2. **Scope of Project.** Proposal from CONTRACTOR is outlined as follows:

BGCGG, as an independent contractor, shall provide one program manager who will supervise and manage all components of the Garden Grove diversion services. The program manager will work as a liaison between the police department and the BGCGG to monitor the quality and quantity of diversion services provided. The program manager will be responsible for the training of all diversion staff and personnel.

CONTRACTOR shall provide the equivalent of one half-time (.5 FTE) employee as the Director of the Truancy Reduction Center (TRC). The Director will directly

supervise the program and service delivery. For the purposes of this Agreement, one (1) Full Time Equivalent (FTE) means 2,080 BGCGG staff hours per Fiscal Year (including overtime hours) to be provided by BGCGG.

CONTRACTOR shall provide the equivalent of one (1) full-time Intake Counselor. The Intake Counselor will perform record keeping and data tracking for the youth served by the program.

CONTRACTOR shall provide the equivalent of one half-time (.5 FTE) counselor to instruct classes and provide individual counseling as needed. Classes include, but are not limited to, the Juvenile Offender (JO) program, substance abuse diversion and gang prevention.

Currently, the Family and Youth Outreach Program is housed in the Juvenile Justice Center and consists of 25 professionals, equally divided between paid staff and volunteers. They provide counseling, educational courses, support for families, and guidance for youths who demonstrate risk factors, which most often lead to juvenile criminal behavior.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 **Amount.** Total Compensation under this agreement shall not exceed (NTE) amount of fifty thousand Dollars (\$50,000) per year for a total of one hundred fifty thousand Dollars (\$150,000), payable in arrears and in accordance with the Scope of Project.

3.2 **Payment.** For work under this Agreement, payment for the first year of the contract (July 1, 2015 through June 30, 2016) shall be made upon full execution of the agreement. For years two and three of the contract, CONTRACTOR shall send CITY invoices according to the following schedule:

July 1, 2016
July 1, 2017

CITY shall remit payment to the CONTRACTOR within thirty (30) days receipt of invoice from the CONTRACTOR.

3.3 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed. Because payment is made in advance of the services, CONSULTANT agrees to remit the remainder of any funds to the CITY within thirty (30) days of the actual termination. Such funds shall be calculated on a pro-rata basis, based on the date of actual termination to the remainder of the term.

4. Insurance requirements.

4.1 COMMENCEMENT OF WORK. CONTRACTOR/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 INSURANCE AMOUNTS. CONTRACTOR/CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$1,000,000.00 per occurrence: **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made"

basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

- (d) Sexual Misconduct and Abuse liability coverage in an amount not less than \$1,000,000.00 per occurrence. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (d) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for any claims of molestation or abuse. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees,

agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If BGCGG maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by BGCGG.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (CONTRACTOR)
Boys and Girls Club of Garden Grove
Attention: Pat Halberstadt, Chief Professional Officer
Garden Grove, California 92840
 - b. (CITY Representative)
Garden Grove Police Department
Attention: Courtney Allison, Police Fiscal Analyst
11301 Acacia Parkway
Garden Grove, California 92842
 - c. (with a copy to)

City of Garden Grove
Attention: City Attorney
11222 Acacia Parkway
Garden Grove, California 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
12. **Time of Essence.** Time is of the essence in the performance of this Agreement.
13. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
14. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
15. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or

interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
**Boys and Girls Club
of Garden Grove**

By:  _____

Name: Pat Halberstadt

Title: Chief Professional Officer

Date: 5/21/15

Tax ID No. 95-6112702

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:



Garden Grove City Attorney

6/3/15

Date