

## City of Garden Grove

# INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Joseph M. Polisar
Dept.:	City Manager	Dept.:	Police
Subject:	AGREEMENT WITH THE BOYS & GIRLS CLUB OF GARDEN GROVE TO PROVIDE JUVENILE DIVERSION SERVICES	Date:	September 14, 2010

## OBJECTIVE

To gain City Council approval to extend the agreement with the Boys and Girls Club of Garden Grove (BGGG) to provide juvenile diversion services, funded by the Gang Reduction, Intervention and Prevention (GRIP) Grant Program.

## DISCUSSION

In March 2008, the Police Department received official notification from the State's Office of Emergency Services (now California Emergency Management Agency-Cal EMA) that it had successfully obtained a \$240,000 GRIP Grant, which required a 100% in-kind match. The Police Department and BGCGG worked collaboratively to develop the project and write the grant proposal. In April 2008, City Council approved acceptance of the GRIP grant monies to fund additional juvenile diversion services at the Juvenile Justice Center to help combat youth gangs within the city.

The original grant match, approved by the Office of Emergency Services, was calculated based upon a 36-month grant term. However, there was a delay in implementation, and the grant period was reduced by three months. Cal EMA has approved a modification, in conjunction with an extension of the grant period through December 31, 2010, to allow the City to complete its matching requirements under the terms of the grant. It also allows BGCGG time to provide more complete program-based services to those juveniles entering the program through June 30, 2010. Participants will continue to participate in diversion programs and receive counseling services currently funded by the grant.

The CalEMA-approved modification of the grant budget allows BGCGG to apply personnel costs attributed to the GRIP program to the grant, to assist in meeting the matching requirements.

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FINANCIAL IMPACT

There is no impact to the General Fund. Grant monies exclusively were used to fund the Garden Grove GRIP program, and payment will be made under the terms of the current contract, which ended June 30, 2010. BGCGG will continue to provide personnel services, part of which will be contributed towards the matching requirements of the grant.

RECOMMENDATION

It is recommended that City Council:

- Approve the Agreement with the Boys and Girls Club of Garden Grove for the period of July 1, 2010, through December 31, 2010, and authorize the City Manager to execute the agreement.



JOSEPH M. POLISAR  
CHIEF OF POLICE

By:   
Courtney Allison  
Budget Manager

Attachment: Consultant Agreement between City of Garden Grove and BGCGG

**Recommended for Approval**



**Matthew Ferial**  
City Manager

## **CONSULTANT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **The Boys and Girls Club of Garden Grove (BGCGG)**, a California corporation, referred to as "CONSULTANT".

### **RECITAL**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council approval on July 13, 2010.
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 covers services rendered from July 1, 2010 through December 31, 2010
2. **Scope of Project.** 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.

BGCGG 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.

BGCGG 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.

BGCGG 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, 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. **Consideration.** In return for the services provided by BGCGG, the City shall provide the following:
  - 3.1
    - A. Office space for the diversion staff and personnel at the Juvenile Justice Center (JJC) building adjacent to the Police Department;
    - B. Copier and paper for use by the diversion staff and personnel;
    - C. All utilities for use by the diversion staff and personnel at the JJC; and
    - D. Volunteers to assist the diversion staff and personnel with reception duties.
  - 3.2 **Records of Expenses.** BGCGG shall keep records in which complete and accurate entries will be made of payroll costs, travel, subsistence, field and incidental expenses. These records will be made available at reasonable times to CITY.
  - 3.3 **Termination.** CITY and BGCGG shall each have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.
4. **Reports, Documentation, Inspection.**
  - 4.1 **Reports.** BGCGG shall conform to the reporting requirements of the Gang Reduction, Intervention and Prevention (GRIP) grant program.
  - 4.2 **Documentation.** BGCGG at such times and in such forms as CITY may require, shall furnish CITY such statements, records, reports, data, and

information as CITY may require pertaining to its performance of services hereunder and other matters covered by this Agreement.

- 4.3 Inspection. BGCGG shall make its records and data available to CITY officials for inspection and audit with respect to all matters covered by this Agreement. Inspection and audit may be made at any time during normal business hours after reasonable notice. Inspection of client records and files will be governed by existing statutes relative to client and counselor confidentiality.
5. **Recapture of Funds.** CITY shall have the right to recapture all or a portion of the funds previously disbursed to BGCGG should BGCGG fail to comply with all of the terms and conditions of this Agreement or refuse to accept any conditions that may subsequently be imposed by CITY for the operation of the CITY program. Such recapture shall include all costs of recovery incurred by CITY, including attorney fees, if any.
6. **Insurance requirements.**
  - 4.1 COMMENCEMENT OF WORK. BGCGG shall not commence work under this Agreement until it has obtained all insurance required and this insurance has been approved by CITY; nor shall BGCGG allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify 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, BGCGG and all subcontractors shall maintain Workers Compensation Insurance in the minimum statutory amount required by state law. BGCGG shall also require all subcontractors to provide Workers' Compensation Insurance.
  - 4.3 INSURANCE AMOUNTS. BGCGG shall maintain the following insurance for the duration of this Agreement:
    - (a) Comprehensive general liability with coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
    - (b) Professional liability insurance with coverage of at least \$1,000,000.00 per occurrence.

BGCGG shall provide to CITY proof showing the required insurance. Any certificate of insurance must be in a form and content and with

companies approved by CITY. BGCGG shall provide to CITY endorsements designating the City, its council members, officers, employees, and agents as additional insureds to the comprehensive and general liability and professional liability policies.

7. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to BGCGG in the event of any default or breach by CITY, or for any amount that may become due to BGCGG, or any obligation under the terms of this Agreement.
  8. **Non-Discrimination.** BGCGG 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.
  9. **General Provisions.** It is mutually agreed as follows:
    - 9.1 **Independent Contractor.** It is agreed to that in the performance of the services to be performed by BGCGG, BGCGG shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.
    - 9.2 **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
    - 9.3 **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) Address of BGCGG is as follows:

10540 Chapman Avenue, Garden Grove, California 92840
      - (B) Address of CITY as follows:

City of Garden Grove  
Attention: Chief Joseph Polisar  
11301 Acacia Parkway, Garden Grove, California 92840
- (with a copy to:)

Garden Grove City Attorney  
11222 Acacia Parkway, Garden Grove, California 92840

- 9.4 Licenses, Permits, Fees and Assessments. At its sole expense, BGCGG shall obtain all licenses, permits, and approvals as may be required by this Agreement. CITY agrees to facilitate this process by recommending approval to appropriate authorities for any waivers required or explaining special circumstances where appropriate.
- 9.5 Familiarity with Work. By executing this Agreement, BGCGG 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; (3) it has considered how the work should be performed; and (4) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should BGCGG 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 BGCGG risk, until written instructions are received from CITY.
- 9.6 Time of Essence. Time is of the essence in the performance of this Agreement.
- 9.7 Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of BGCGG, its principals and employees were a substantial inducement for CITY to enter into this Agreement. BGCGG shall not contract with any other entity to perform the services required without written approval of the CITY. Neither this Agreement nor any interest may be assigned voluntarily or by operation of law, without the prior written approval of CITY. If BGCGG is permitted to subcontract any part of this Agreement, BGCGG shall be fully 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, including subcontractors, will be considered employees of BGCGG. CITY will deal directly with and will make all payments to BGCGG.
- 9.8 Ownership of Documents. BGCGG shall have no claim for further employment or additional compensations as a result of the exercise by CITY of its full rights of ownership of the materials hereunder. All subcontractors shall provide assignment to CITY of any materials and in the event BGCGG fails to secure assignment, BGCGG shall indemnify CITY of all damages.
- 9.9 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.

- 9.10 Indemnification. BGCGG 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 BGCGG's agents, officers, employees, subcontractors, or independent contractors hired by BGCGG. The only exception to BGCGG'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 BGCGG.

- 9.11 Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and BGCGG.

- 9.12 Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and BGCGG.

- 9.13 California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main Branch Orange County Superior Court.

- 9.14 Interpretation. This Agreement shall be interpreted as though prepared by both parties.

10. **Preservation of Agreement**. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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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: \_\_\_\_\_

**"CONSULTANT"**  
**The Boys and Girls Club of Garden Grove**

By:  \_\_\_\_\_

Pat Halberstadt

Title: Chief Professional Office

Date: September 2, 2010

Tax ID No. 95-6112702

If CONSULTANT 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

10-9-10  
Date