

A G R E E M E N T

THIS AGREEMENT is made and entered into this 4th day of August, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and California State University, Fresno Foundation, a California non-profit 501(c) (3) corporation, whose address is 4910 N. Chestnut Ave, Fresno, CA 93726-1852, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the Probation Department (Probation) has developed the Adult Reentry Planning Program (ARPP), which has the goal of facilitating successful reentry into the community after incarceration;

WHEREAS, Probation has funds available from the Board of State Community Corrections' Justice Assistance Grant (JAG) to contract with a vendor to provide data analysis, research consultation, and detailed evaluation of its ARPP;

WHEREAS, Probation is in need of an outside evaluator to ensure objective and impartial evaluations, and as referred by BSCC, seeks to partner with an institution of higher learning including a university, state university or community college;

WHEREAS, as required by BSCC, Probation has set aside at least five percent of the total JAG award for data collection and evaluation efforts;

WHEREAS, the Criminology Department at California State University, Fresno will represent the CONTRACTOR; and

WHEREAS, the CONTRACTOR was identified as the sole vendor to provide the above-mentioned services, and desires to provide the above-mentioned services to Probation.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. **OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall provide services as described in detail in the Scope of Work, attached as Exhibit "A" and incorporated by this reference.

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1 B. CONTRACTOR shall develop the local evaluation plan (Local Evaluation Plan) for
2 BSCC by the end of the first quarter of the Program. This should describe the evaluation design or
3 model that will be used to evaluate the effectiveness of the Program's components, and address
4 process and outcome evaluations. The relationship between the goals and objectives identified in
5 Probation's proposal to BSCC should be apparent in the Local Evaluation Plan.

6 C. CONTRACTOR shall develop the Final Local Evaluation Report for BSCC after
7 the conclusion of the grant in the format prescribed by the BSCC. The purpose of the Report is to
8 determine whether the overall project, including each individual component, was effective in meeting the
9 goals specified in the Local Evaluation Plan. The Local Evaluation Report must be in a format
10 prescribed by the BSCC. Within the Local Evaluation Report, an Executive Summary must be included
11 that adheres to the format prescribed by the BSCC specifically for the Executive Summary.

12 2. OBLIGATIONS OF THE COUNTY

13 A. COUNTY shall compensate CONTRACTOR for satisfactorily provided services,
14 as provided for under Section 5. "COMPENSATION/INVOICING" of this Agreement.

15 B. A copy of this Agreement shall be retained and made available during the term of
16 this Agreement by Probation.

17 3. TERM

18 The term of this Agreement shall be for a period of three (3) years, commencing upon the Effective
19 Date, through and including the last day of the three-year period.

20 4. TERMINATION

21 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
22 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
23 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
24 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

25 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
26 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 27 1) An illegal or improper use of funds;
28 2) A failure to comply with any term of this Agreement;

- 1 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 2 4) Improperly performed service.

3 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
4 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
5 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
6 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
7 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
8 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
9 any such funds upon demand.

10 C. Without Cause - Under circumstances other than those set forth above, this
11 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention
12 to terminate to CONTRACTOR.

13 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
14 CONTRACTOR agrees to receive compensation as set forth in Exhibit "B". CONTRACTOR shall submit
15 monthly invoices in triplicate to the County of Fresno Probation Department, 3333 E. American Avenue,
16 Suite B, Fresno, CA 93727

17 In no event shall services performed under this Agreement exceed \$156,846 during the term of this
18 Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of services
19 under this Agreement shall be borne by CONTRACTOR.

20 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
21 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
22 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
23 times be acting and performing as an independent contractor, and shall act in an independent capacity and
24 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
25 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
26 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
27 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
28 terms and conditions thereof.

1 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
2 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

3 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
4 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
5 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
6 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
7 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
8 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
9 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

10 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
11 written consent of all the parties without, in any way, affecting the remainder.

12 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
13 nor their rights or duties under this Agreement without the prior written consent of the other party.

14 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
15 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
16 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
17 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
18 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
19 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
20 or corporation who may be injured or damaged by the performance, or failure to perform, of
21 CONTRACTOR, its officers, agents, or employees under this Agreement.

22 The provisions of this Section 9 shall survive termination of this Agreement.

23 10. INSURANCE

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
25 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
26 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
27 Joint Powers Agreement (JPA) throughout the term of the Agreement:

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1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
4 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
6 liability or any other liability insurance deemed necessary because of the nature of this contract.

7 B. Automobile Liability

8 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
10 used in connection with this Agreement.

11 C. Professional Liability

12 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
13 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
14 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

15 D. Worker's Compensation

16 A policy of Worker's Compensation insurance as may be required by the California Labor
17 Code.

18 Additional Requirements Relating to Insurance

19 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
20 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
21 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
22 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
23 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
24 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
25 a minimum of thirty (30) days advance written notice given to COUNTY.

26 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
27 employees any amounts paid by the policy of worker's compensation insurance required by this
28 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be

1 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
2 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

3 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
4 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
5 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
6 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
7 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
8 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
9 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and
10 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance
11 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional
12 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
13 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
14 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
15 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
16 without a minimum of thirty (30) days advance, written notice given to COUNTY.

17 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
18 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
19 Agreement upon the occurrence of such event.

20 All policies shall be issued by admitted insurers licensed to do business in the State of California,
21 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
22 FSC VII or better.

23 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
24 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
25 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
26 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
27 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

28 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to

1 the examination and audit of the California State Auditor for a period of three (3) years after final payment
2 under contract (Government Code Section 8546.7).

3 12. NOTICES: The persons and their addresses having authority to give and receive notices
4 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	California State University, Fresno
Chief Probation Officer	Foundation
3333 E. American Ave	4910 N. Chestnut Ave
Fresno, CA 93725-9248	Fresno, CA 93726-1852

8 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
9 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
10 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
11 personal service is effective upon service to the recipient. A notice delivered by first-class United States
12 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
13 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
14 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
15 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
16 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
17 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
18 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
19 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
20 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
21 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
22 beginning with section 810).

23 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
24 only be in Fresno County, California.

25 The rights and obligations of the parties and all interpretation and performance of this Agreement
26 shall be governed in all respects by the laws of the State of California.

27 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

28 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit

1 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
2 to operate as a corporation.

3 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
4 that they are a party to while CONTRACTOR is providing goods or performing services under this
5 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
6 and in which one or more of its directors has a material financial interest. Members of the Board of
7 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
8 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
9 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
10 immediately thereafter.

11 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
12 CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous
13 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
14 understanding of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

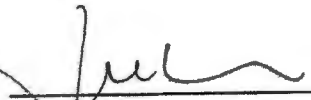
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4 **CONTRACTOR**

COUNTY OF FRESNO

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6 By:  7-7-20


7 Keith Kompsi
8 Director Foundation Financial Services


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

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12 By:  7.8.20

13 James E. Marshall
14 Dean of Research and Graduate Studies

15 **ATTEST:**
16 Bernice E. Seidel
17 Clerk of the Board of Supervisors
18 County of Fresno, State of California

19 By: 
20 Deputy

21
22 **FOR ACCOUNTING USE ONLY:**

23 Fund: 001
24 Subclass: 10000
25 ORG: 3432 1975
26 Account: 7295
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Justice Assistance Grant
Adult Reentry Planning Program

Scope of Work

Fresno County Probation Department was awarded an Edward Byrne Memorial Justice Assistance Grant (JAG) from the Board of State and Community Corrections (BSCC). The grant was awarded to assist Fresno County in its fight to reduce gang activity, consistent with the state's "Prevention and Education Programs" and "Gang Initiative" Areas of Need. Grant funds allowed the Probation Department to develop the Adult Reentry Planning Program (ARPP). The goal of the Program is to facilitate successful reentry into the community after incarceration. The Program shall offer participants job training and referrals, housing assistance, substance abuse treatment, life skills training, mental health services, transportation assistance, social integration assistance, among other interventions. In sum, ARPP shall reflect an intensive case management approach while collaborating closely with a variety of public and private agencies.

The Department of Criminology at California State University, Fresno shall be responsible for data analysis and program evaluation. Peter English, PhD will represent the Department of Criminology. The Department of Criminology shall develop and complete the following by BSCC deadlines:

A Local Evaluation Plan

- This should include a detailed description of how the effectiveness ARPP will be assessed in relationship to its goals and objectives.
- The relationship between the goals and objectives identified in Probation's proposal should be apparent in the Local Evaluation Plan.
- The Local Evaluation Plan should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the project objectives clearly stated.
- The Process and outcome evaluations should be addressed.

A Final Local Evaluation Report

- The Local Evaluation Report must be in a format prescribed by the BSCC
- An Executive Summary must be included that adheres to the format prescribed by the BSCC specifically for the Executive Summary
- The purpose of the Final Local Evaluation Report is to determine whether the overall Program (including each individual component) was effective in meeting the goals laid out in the Local Evaluation Plan.
- The effectiveness of the activities that were implemented within each individual project component must be assessed and documented. These activities should have been identified in the previously submitted Local Evaluation Plan.

Justice Assistance Grant
Adult Reentry Planning Program

Project Budget	Maximum Annual Compensation Amount
Year 1	\$52,282
Year 2	\$52,282
Year 3	\$52,282
Total	\$156,846