

A G R E E M E N T

THIS AGREEMENT is made and entered into this 13th day of December, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and BOYS AND GIRLS CLUBS OF FRESNO COUNTY, a California public benefit (nonprofit) corporation, whose address is 540 North Augusta, Fresno, California 93701, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR each are a "Party" to this Agreement, and together, they are the "Parties" to this Agreement.

W I T N E S S E T H:

WHEREAS, COUNTY desires services from community-based nonprofit organizations to help youthful offenders transition from COUNTY'S Juvenile Justice Campus ("JJC") back into the community; and

WHEREAS, CONTRACTOR is a California public benefit (nonprofit) corporation, dedicated to working with at-risk youth in Fresno County and has been assisting the Fresno County Probation Department by providing a Targeted Re-Entry Pilot Program, since 2008, through the establishment and operation of a Boys & Girls Club at the JJC; and

WHEREAS, COUNTY would like the Boys & Girls Club to continue providing a Targeted Re-Entry Program (as more fully described herein); and

WHEREAS, to continue effectively providing the Targeted Re-Entry Program for such youth, CONTRACTOR is in need of continued use of facility space at the JJC to operate a Boys & Girls Club; and

WHEREAS, COUNTY is willing to provide facility space at no charge to the CONTRACTOR.

NOW, THEREFORE, in respect of the mutual promises contained herein, the Parties hereto agree as follows:

1. **OBLIGATIONS OF CONTRACTOR:**

A. CONTRACTOR shall continue to operate a Boys & Girls Club at the JJC, in facility space at the JJC designated by COUNTY in this Agreement, providing a Targeted Re-

1 Entry ("TRE") Program, as well as offer other Boys & Girls Club recreational services, as set forth
2 herein, funded by COUNTY as specified in Section 6, "Compensation/Invoicing".. CONTRACTOR
3 shall provide pre-release services at the JJC for incarcerated youth, referred by COUNTY'S
4 Probation Department and accepted into the TRE Program by CONTRACTOR, and post-release
5 services to such released youth, off-site from the JJC, at Boys & Girls Clubs that serve the same
6 zip code area or community area for each such youth. Without limiting the generality of the
7 foregoing provisions of this section 1.A, all such pre-release and post-release services shall
8 include, but shall not be limited to, social and life skill building, vocational and career development,
9 psycho-educational programming, including further character development, leadership, and
10 recreational opportunities, all as more particularly described in Exhibit "A," attached hereto and
11 incorporated herein by this reference. CONTRACTOR will also provide recreational services to
12 non-TRE incarcerated youth as described in Exhibit "A."

13 B. CONTRACTOR shall supply all of its own office furniture, equipment, and
14 supplies, as well as recreational equipment and supplies. All items entering the JJC facilities must
15 be pre-approved by COUNTY'S JJC Facility Administrator or his/her designee ("Facility
16 Administrator") in his/her sole and absolute discretion. Items not allowed into JJC facilities
17 include, but are not limited to, cell phones, sharp objects such as scissors, knives, or cutting
18 utensils, glass, pool tables and equipment (e.g., cue sticks and balls), drugs, alcoholic beverages,
19 or any other item deemed a security risk by the Facility Administrator, in his/her sole and absolute
20 discretion. Further, CONTRACTOR is responsible for securing its equipment and supplies and
21 counting and inventorying its property after each use of the JJC. COUNTY is not liable for any
22 lost, missing, or stolen property belonging to or provided by CONTRACTOR.

23 C. CONTRACTOR shall supply its own copy paper and will be allowed to use
24 a JJC photocopier not to exceed 100 pages per week. For additional photocopying,
25 CONTRACTOR shall use a private service.

26 D. CONTRACTOR shall not install any telephone lines, computer conduits,
27 nails, or any other hardware which would involve holes in or other alterations to the floor, ceiling,
28 or walls of any building.

1 E. CONTRACTOR shall continue to use its own address for general mail, and
2 will not be authorized to use COUNTY'S Inter-Office mail system. However, CONTRACTOR may
3 list the physical address of COUNTY for delivery of packages, and COUNTY will accept such
4 deliveries, in reasonable amounts and sizes, on CONTRACTOR'S behalf, provided that
5 CONTRACTOR promptly picks up such packages from COUNTY.

6 F. CONTRACTOR'S personnel assigned to provide services under this
7 Agreement at the JJC must pass a background check conducted by COUNTY at no cost to
8 CONTRACTOR.

9 G. CONTRACTOR shall advise its employees of the possibility that a hostage
10 taking incident could occur at any time at the JJC, and of the "No Hostage" policy, attached hereto
11 as Exhibit "B," and incorporated herein by this reference, which generally means that there will be
12 no bargaining for the release of hostages in exchange for the release of incarcerated youth.

13 H. CONTRACTOR shall not allow anyone under the influence of alcoholic
14 beverages or drugs to be allowed inside the JJC.

15 I. In the event of any disturbance inside the JJC's facilities, CONTRACTOR
16 shall cause its employees to immediately follow the orders of the Facility Administrator.

17 J. In the event of a dispute involving COUNTY staff and CONTRACTOR'S
18 employee involving security measures, and the like, the on-duty Facility Administrator shall have
19 the final decision, which shall be conclusive.

20 K. CONTRACTOR shall comply with all Prison Rape Elimination Act
21 (PREA) (42 U.S.C. § 15601*et seq.*) standards for juvenile correctional facilities. Pursuant to
22 federal regulations (28 CFR §115.332), the Probation Department will provide training to
23 CONTRACTOR's staff and/or volunteers regarding their responsibilities under the Department's
24 sexual abuse and sexual harassment prevention, detection, and response policies and
25 procedures.

26 2. OBLIGATIONS OF COUNTY:

27 A. COUNTY will designate and provide space to CONTRACTOR at JJC
28 Building 704, Multi-Purpose Room #B107, and access to a portion of Storage Room #B106, all as

designated therein by the Probation Department, for CONTRACTOR to operate a Boys & Girls Club under the terms and conditions of this Agreement, at no charge to CONTRACTOR for such use of space.

B. COUNTY will provide funding to CONTRACTOR as described in Section 6, "Compensation/Invoicing," for the provision of services by CONTRACTOR as described in Exhibit A.

C. COUNTY will leave the COUNTY telephone previously installed in the JJC facility space identified in section 2-A, above, for CONTRACTOR'S use in connection with CONTRACTOR'S performance of services under this Agreement. The telephone will have its long distance access blocked.

D. COUNTY, at no charge to CONTRACTOR, shall provide CONTRACTOR'S personnel assigned to the JJC, and allowed admittance by COUNTY, with Volunteer identification badges.

E. COUNTY shall provide direction to CONTRACTOR'S employees in the event of a disturbance inside the JJC facilities.

3. BACKGROUND CHECKS & SECURITY:

A. The Fresno County Probation Department shall have the right to conduct background checks, at any time, as deemed necessary by the Facility Administrator, on all personnel assigned by CONTRACTOR to work at the JJC under this Agreement. When the Fresno County Probation Department determines that such background checks are to be performed for CONTRACTOR'S personnel, such background checks must be completed to Facility Administrator's satisfaction on all such CONTRACTOR'S personnel before any admission, or continued admission, of any such persons into the JJC facilities. The Probation Department shall have sole and absolute discretion to refuse admittance of any of CONTRACTOR'S personnel into or from the JJC, and to remove any of CONTRACTOR'S personnel from the JJC, as applicable. The Probation Department shall immediately notify CONTRACTOR if any of CONTRACTOR'S personnel is found to be unacceptable for admission into the JJC facilities, and upon such notice, CONTRACTOR shall immediately refuse admittance of such person to the JJC,

or remove such person from the JJC, as applicable.

B. In the event of a dispute involving COUNTY staff and CONTRACTOR'S employee involving JJC security measures, and the like, the on-duty Facility Administrator shall have the final decision, which shall be conclusive.

4. TERM:

The term of this Agreement shall be for a period of three (3) years, commencing on December 16, 2016 through and including December 15, 2019. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Chief Probation Officer or his or her designee is authorized to execute such written approval on behalf of the COUNTY based on CONTRACTOR'S satisfactory performance.

5. TERMINATION:

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

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

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to COUNTY; or
4. Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the

1 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
2 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
3 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
4 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
5 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
6 demand.

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

10 6. COMPENSATION/INVOICING:

11 COUNTY Agrees to pay CONTRACTOR and CONTRACTOR agrees to
12 receive compensation as follows: The Probation Department will pay CONTRACTOR a
13 maximum of Thirty Thousand and no/100's Dollars (\$30,000) annually for providing the services
14 specified in Exhibit A.

15 CONTRACTOR shall submit monthly invoices for one-twelfth of the annual
16 compensation to the County of Fresno Probation Department, either by mail: Attention
17 Probation Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725; or
18 electronically to: ProbationInvoices@co.fresno.ca.us.

19 In no event shall services performed under this Agreement be in excess of
20 One Hundred and Fifty Thousand and No/100's Dollars (\$150,000) during the term of this
21 Agreement including all extensions of such term provided for herein. It is understood that all
22 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be
23 borne by CONTRACTOR.

24 7. INDEPENDENT CONTRACTOR:

25 A. In performance of the work, duties and obligations assumed by
26 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,
27 including any and all of CONTRACTOR'S officers, agents (including, but not limited to, any
28 volunteers and student interns), contractors, and employees will at all times be acting and

1 performing as an independent contractor, and shall act in an independent capacity and not as an
2 officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore,
3 COUNTY shall have no right to control or supervise or direct the manner or method by which
4 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to
5 administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
6 accordance with the terms and conditions thereof.

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

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

18 8. MODIFICATION: Any matters of this Agreement may be modified from time
19 to time by the written consent of the Parties without, in any way, affecting the remainder hereof.

20 9. NON-ASSIGNMENT: Neither Party shall assign, transfer or sub-contract this
21 Agreement nor their rights or duties under this Agreement without the prior written consent of the
22 other Party. Without limiting the foregoing sentence, CONTRACTOR shall not authorize or permit
23 any other person or entity, except for CONTRACTOR'S personnel performing services under this
24 Agreement, to occupy or use the JJC facility space provided by COUNTY in section 2-A,
25 hereinabove.

26 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
27 harmless, and at COUNTY's request, defend COUNTY, its officers, agents, and employees from
28 any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims,

and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents (including any volunteers and student interns), contractors, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents (including any volunteers and student interns), contractors, or employees, under this Agreement.

11. INSURANCE:

A. Without limiting COUNTY'S right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of the Agreement:

1. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

2. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not

less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

4. Worker's Compensation

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

B. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR'S policies herein.

C. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

D. Within Thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Probation Administration Division Director Greg Reinke, 3333 E. American Ave, Suite B, Fresno, CA 93725, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR'S policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

E. In the event CONTRACTOR fails to keep in effect at all times insurance

1 coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend
2 or terminate this Agreement upon the occurrence of such event.

3 F. All policies shall be with admitted insurers licensed to do business in the
4 State of California. Insurance purchased shall be purchased from companies possessing a
5 current A.M. Best, Inc. rating of A FSC VII or better.

6 12. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

7 This provision is only applicable if the CONTRACTOR is operating as a
8 corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the
9 CONTRACTOR changes its status to operate as a corporation.

10 Members of the CONTRACTOR'S Board of Directors shall disclose any self-
11 dealing transactions that they are a party to while CONTRACTOR is providing goods or
12 performing services under this agreement. A self-dealing transaction shall mean a transaction to
13 which the CONTRACTOR is a party and in which one or more of its directors has a material
14 financial interest. Members of the Board of Directors shall disclose any self-dealing transactions
15 that they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form*
16 (Exhibit C) and submitting it to the COUNTY prior to commencing with the self-dealing transaction
17 or immediately thereafter.

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

24 14. CONSISTENT FEDERAL INCOME TAX POSITION: CONTRACTOR acknowledges
25 that the JJC has been acquired or improved (and is situated on land that has been acquired) using net
26 proceeds of governmental tax-exempt bonds ("Bond-Financed Facility"). CONTRACTOR agrees that,
27 with respect to this Agreement and the Bond-Financed Facility, CONTRACTOR is not entitled to take,
28 and shall not take, any position (also known as a "tax position") with the Internal Revenue Service that is

inconsistent with being a “service provider” to the COUNTY, as a “qualified user” with respect to the Bond-Financed Facility, as “managed property,” as all of those terms are used in Internal Revenue Service Revenue Procedure 2016-44, and to that end, for example, and not as a limitation, CONTRACTOR agrees that CONTRACTOR shall not, in connection with any federal income tax return that it files with the Internal Revenue Service or any other statement or information that it provides to the Internal Revenue Service, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed Facility, or (b) claim any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facility.

15. NOTICES:

A. The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

CONTRACTOR

Chief Probation Officer
Fresno Co. Probation Dept.
3333 E. American Ave, Suite B
Fresno, CA 93725

President/CEO
Boys & Girls Clubs of Fresno County
540 N. Augusta
Fresno, CA 93701

B. Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such Party. Notices provided pursuant to this Agreement are not modifications to this Agreement.

16. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the Parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements,

1 publications, and understanding of any nature whatsoever unless expressly included in this
2 Agreement.

3 18. NO THIRD PARTY BENEFICIARIES: None of the provisions contained in
4 this Agreement are intended by the Parties, nor shall they be deemed, to confer any right or
5 benefit on any person or entity not a party to this Agreement; hence, there shall be no third
6 party beneficiaries of this Agreement.

7 19. AUTHORITY TO EXECUTE: Each person executing this Agreement for a
8 Party, represents, covenants, and warrants to the other Party that such person has been duly
9 authorized by all proper and necessary action of such Party's governing body, or of such
10 Party's other authorized officer(s) to execute and deliver this Agreement on its behalf, and that
11 this Agreement is binding on that Party in accordance with its terms and conditions. Each Party
12 relies upon each and every of such representations, covenants, and warranties of the other
13 Party giving same, and would not have entered into this Agreement, if any of such
14 representations, covenants, or warranties was inaccurate, incomplete, or misleading.

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 CONTRACTOR:
4 BOYS & GIRLS CLUB OF FRESNO
5 A California (nonprofit) corporation

COUNTY:
COUNTY OF FRESNO

6 By: Diane Carbray
7 Diane Carbray
8 President/Chief Executive Officer

By: Ernest Buddy Mendes
Ernest Buddy Mendes
Chairman, Board of Supervisors

9 Date: 11/9/16

Date: 12-13-16

10
11 By: Duane Oswald
12 Duane Oswald
13 Chairman of the Board

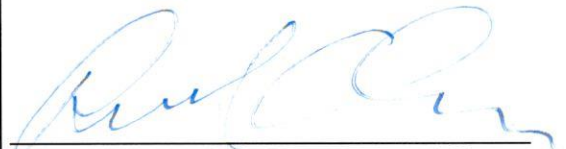
ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

14 Date: 11/9/2016

By: Susan Bishop
Deputy

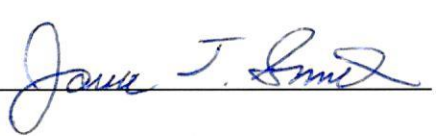
15
16
17
18
19 PLEASE SEE ADDITIONAL
20 SIGNATURE PAGE ATTACHED
21
22
23
24
25
26
27
28

1 REVIEWED & RECOMMENDED
2 FOR APPROVAL

3 
4

5 Rick Chavez, Chief Probation Officer

6 APPROVED AS TO LEGAL FORM:
7 Daniel C. Cederborg, County Counsel

8
9 By: 
10 Deputy

11 APPROVED AS TO ACCOUNTING FORM:
12 Oscar J. Garcia, CPA
13 Auditor-Controller/Treasurer- Tax Collector

14 By: 
15 Deputy

16
17
18
19 For Accounting Use Only
20 Org: 34409999
21 Fund: 0001
22 Subclass: 10000
23 Acct. No.: 7295
24
25
26
27
28

Revised October 2016

**COMMUNITY TARGETED RE-ENTRY PROGRAM
Juvenile Justice Campus – Fresno County
and Boys & Girls Clubs of Fresno County**

**SCOPE OF SERVICES
CONTRACT PERFORMANCE, BUDGET, REPORTS AND OTHER PROGRAM PROVISIONS**

The **Boys & Girls Clubs of Fresno County (B&GC)**, as “Contractor,” is submitting this proposal to continue collaborating with the **Fresno County Probation Department (FCPD)** to provide specific services for a **Community Targeted Re-Entry Program** at the **Juvenile Justice Campus (JJC)**. B&GC will comply with the proposal set forth and under terms and conditions, to be discussed as required by the Fresno County Probation Department. This includes program requirements and measurements for scope of services, contract performance, quality assurance, and reports.

General Contractor Information

Contractor Legal Name:
Boys & Girls Clubs of Fresno County

Address:
540 N. Augusta St.

City: Fresno **State:** California

Contact: Kristin Rojas, Assistant Executive Director **Zip Code :** 93701

Fein: 94-1149171 **Web Address :** www.bgclubfc.org

President /CEO: **Title:** President/CEO
Diane Carbray

Phone: (559) 266-3117	Fax: (559) 266-0664	Email Address: dcarbray@bgclubfc.org
---------------------------------	-------------------------------	--

PROGRAM SPECIFICS:

Service Type
Community Targeted Re-Entry Program (JJC)

Program Name:
Community Targeted Re-Entry Program (JJC)

Site:
Fresno County Probation Department
Juvenile Justice Campus
3333 E American Ave
Fresno, CA 93725
(559) 495-3602

Zip Code Areas to be Included to be Served:
West Fresno B&GC (93706)
East Fresno B&GC (93702)
Zimmerman B&GC (93701)
Pinedale B&GC (93650)

Program Contact Information		
Program Contact: Kristin Rojas		Title: Assistant Executive Director
Phone: 559) 266-3117	Fax: 559) 266-0664	Email Address: dcarbray@bgclubfc.org
Fiscal Contact: Diane Carbray		Title: President/CEO
Program Site(s) Information:		
Administration Address: Boys & Girls Clubs of Fresno County 540 N. Augusta Fresno, CA 93701		Contact Person (Name, Title, Phone, Email) Diane Carbray, President/CEO (559) 266-3117
Post-Release - Boys & Girls Club Sites:		Contact Person: (Name, Title, Phone)
1. West Fresno Boys & Girls Club 2. East Fresno Boys & Girls Club 3. Zimmerman Boys & Girls Club 4. Pinedale Boys & Girls Club		1. Maria Garcia, Unit Director 559-237-0959 2. Ron Zisler, Unit Director 559-266-7605 3. Anna Bautista, Unit Director 559-495-6540 4. LaQusha Locke, Unit Director 559-439-6053

A. Description and Contract Capacity

1. Service Description

This service provides pre-release and post-release services for youth at the Juvenile Justice Campus (JJC) including social and life skill building, vocational and career development, including character development, leadership, and recreational opportunities. A Boys & Girls Club (B&GC) has been established on the campus of the Juvenile Justice Campus in the multi-purpose room for after-school programs and activities.

2. Contract Capacity

This contractor will provide for a minimum of 20 youth per day to be served in the JJC Boys & Girls Club. This would include “Pre-Release” services for a minimum of 20 youth per day at the hours specified below.

This Program also provides for critical “Post-Release” services that would target re-entry services for a minimum of 20 youth who participated in the Boys & Girls Club at the JJC for transition back into the community.

During the re-entry process from JJC into the community these youth (at least 20) would each be transitioned to a designated Boys & Girls Club near their residence zip code. They would continue their relationships with case management and supervision towards a successful transition back into the community. Each youth would receive services for a minimum of 9

months and no longer than one year. Pre-release services will be initiated a minimum of 90 days prior to discharge.

B. Service Delivery Requirements

1. Target Population

The target population for this service includes female and male youth ages 13-19 that are being discharged to the community following commitment to JJC.

Diagnostic and Behavioral Characteristics

The youth to be served are committed to JJC as delinquent. Common adjudication offenses include assault, larceny, gang activity, drug sales/possession, creating a disturbance, and violation of probation. Common psychiatric diagnoses include Conduct Disorder, Oppositional Defiant Disorder, Attention Deficit/Hyperactivity Disorder and Substance Abuse.

2. Specific Referral Process or Expectations

The Contractor will accept referrals from the Fresno County Probation Department (FCPD) that meet all of the following criteria:

- a. The youth is scheduled to be discharged from JJC and will be returning to a family or kinship care setting
- b. The youth will have at least 90 days left at JJC prior to release;
- c. The youth will have a minimum of 6 months remaining in their delinquency commitment at time of discharge;
- d. The youth's family or kinship care setting will include a designated Boys & Girls Club site.

3. Pre-Release Services

Staffing:

The Contractor will have a full time Unit Director who will manage the JJC Boys & Girls Club. The Unit Director will also serve in the capacity of an after care outreach coordinator. A Program Director will serve as a staff person to create and implement the programming schedule at the JJC Club. We will have a Director of Operations who will oversee this program at our Administrative Offices in a supervisory role for the Contractor. The Unit Director will assist the County Probation Department in a transition process for the youth from the Club site at the Juvenile Justice Campus to the community Club sites.

The Boys & Girls Clubs of Fresno County have an ongoing relationship with Focus Forward and the CSUF Social Work and Education program. We have collaborated with CSUF and the Masters and Undergraduate program interns in the STOP programs at three (3) County sites. At the JJC we will provide professional support services through the CSUF program and with Focus Forward interns where possible

Pre-release services would be conducted in the Boys & Girls Club at the JJC.

Hours proposed, as mutually agreed upon between Boys & Girls Club and FCPD, to be open to serving a minimum of 20 youth per day for 5 days/week would be:

Mon - Tues – Wed – Thurs - Fri. 2:00 pm – 8:00 pm

Including some Saturdays for special events

Services are provided by Boys & Girls Club staff at JJC 5 days per week for Targeted Re-Entry youth and for youth in general commitment pods.

Additional recreation activities and services, similar to those to be provided for Targeted Re-Entry youth in this proposal, will be provided to non-targeted youth at the above time period.

Boys & Girls Club staff will provide pre-release services to each participant including individualized case management; life skills, creative expression and recreational competency development; mentoring and community rehabilitation.

Each youth will receive a minimum of 2 hours of face-to-face contact and a minimum of 2 hours of collateral contacts weekly for a minimum of 90 days. Any graduated reduction of a face-to-face or collateral contact schedule will be discussed and agreed upon by both the Contractor and FCPD staff prior to implementation.

Specific services to be provided include:

a. Individualized Case Management

Case Supervision

For youth in the JJC, the contractor will strive to work with CSUF Masters and Undergraduate interns to provide:

- Attend on-site treatment team meetings for each youth in this program including meetings with community providers, public school staff and family members.
- Coordinate off-grounds activities when possible including community visits; Boys and Girls Club visits; school related activities and/or visits; shopping for clothes, and transportation for job interviews.
- Coordinate and link with other area community service providers in order to strengthen and reinforce a successful re-entry plan.

Tracking

For youth in the JJC Club, the contractor will monitor and document progress in the following six (6) areas:

1. Active participation in programming;
2. Academic performance;
3. Activities directed toward preparation for employment;
4. Family involvement;
5. Additional contact with the juvenile justice system including any voluntary or mandated “giving back” activities and to implement activities in areas of character and leadership, career exploration, unity, and free enterprise.

Re-entry Planning

For youth in the JJC Club, the contractor will work with the Graduate and Undergraduate interns, as case managers when they are assigned to the JJC, and in coordination with the County Probation Department officers to develop a written re-entry plan that:

- Is completed prior to discharge
- Has been developed in conjunction with the youth, family members, JJC staff, Probation Services staff, B&GC staff, and relevant community providers
- Builds upon and reinforces strengths

b. Life Skills Competency Development

The contractor will provide two (2) hours of life skills competency training for youth each week for a minimum of sixty (60) days that will focus on the following areas:

1. Character Development including the development of leadership skills and opportunities for planning, decision making and contributing to the Boys and Girls Club development and ongoing programming.
2. Health and Life Skills including opportunities to discuss approaches for developing and maintaining health life styles, including prevention of gang involvement.
3. Education and Career Development including opportunities to link educational and other interests with career exploration and planning.

Specific programs from core Boys & Girls Club programs would include core education, character, and leadership programs that would include:

- “Career Launch” – encourages participants ages 13-18 to assess their skills and interest, explore careers, make sound educational decisions and prepare to join the work force. A guide is provided to work with teens individually or in small groups to build their job-search skills and job readiness.
- “Money Matters” – promotes financial responsibility and independence among Club members ages 13-18. Participants learn how to manage a checking account, budget, save and invest, start small businesses and pay for college.
- “SMART Girls - is a program for girls 13 to 17 that teaches prevention/education and self-esteem enhancement. Club girls explore their own and societal attitudes and values as they build skills for getting good health care and developing positive relationships with peers and adults.
- The “Phoenix” Program – a self-efficacy program for at-risk youth that instills a sense of self-esteem, competence, and confidence. Youth learn how to say “no” and how to avoid gang and at-risk behaviors to stay on a positive path for the future.

c. Creative Expression Competency Development

The contractor will provide one (1) hour of creative expression competency development for youth each week for a minimum of sixty (60) days that will focus on arts and culture including exposure to visual, performing and literary art and culture; opportunities for self-expression and creativity; multicultural appreciation. Specific programs would include:

- Creative Drawing; pastels, markers, pencils and developing cartooning skills, and painting skills.
- Digital Arts - teaching members how to create computer-generated art and movie-making.

d. **Recreational Competency Development**

The contractor will provide two (2) hours of recreational and leisure activities for youth each week for a minimum of sixty (60) days that will focus on: sports activities, fitness and recreation including the positive use of leisure time, stress reduction, appreciation for the environment and the development of interpersonal skills. Contractor will assist in coordination of large muscle activities including flag football, basketball, Junior Giants baseball, and will assist with obtaining referees and umpires to maintain order during games.

Specific activities and game needs for Game Room Recreation:

- Table games such as Monopoly, Scrabble, Dominos, etc.
- Foosball
- Ping pong
- Puzzles
- Television & DVD player
- Stereo / CD player

e. **Mentoring**

The contractor will work with CSUF staff and Focus Forward for the purpose of linking youth involved in the JJC with mentors. The mentoring relationship will be established while the youth is at JJC and will continue post-discharge.

f. **Community Rehabilitation**

The contractor will provide a minimum of one (1) hour of community rehabilitation activity each week for youth including opportunities to appreciate the perspective of the victim; offender/victim mediation where appropriate and community service projects.

4. Post-Release Services

The contractor will provide post-release services to a minimum of 20 participants who have participated in the JJC Club and have been targeted for transition into the Intensive Aftercare Program (IAP). The Boys & Girls Clubs' Unit Director will work for the Contractor to coordinate components of the aftercare program. This person will have developed relationships while youth have been at the JJC Club, and will be the bridge for this transition along with the CSUF Interns. Services will include individualized case management; life skills, creative expression and recreational competency development; mentoring and community rehabilitation.

Each youth will receive phone calls and consultations with the Unit Director from the JJC. Youth will be invited to become a part of the B&G Club site nearest to their home in the designated zip code of their residence. As time permits the Director of Operations and the Unit Director will help the youth transition through notification of employment opportunities, tracking academic success to graduate, and post-secondary educational counseling as needed. All services as described in the Post Release Section will be available to all youth who have participated in the program. Youth participation has not been mandated by the juvenile justice system but staff will make every effort to provide outreach and support for youth who choose to participate and continue in the program.

Specific services to be provided include:

a. Individualized Case Management

Re-entry Planning

The contractor will insure that the following opportunities for youth in a Re-Entry Plan are met:

1. The plan builds upon and reinforces strengths
2. The plan has been developed in conjunction with the youth, family members, County Probation staff, and relevant community providers
3. The plan addresses ongoing treatment, supports, supervision and is commensurate with the level of community risk each youth presents as well as treatment needed.

Case Supervision

For youth in the JJC, the contractor will:

1. Attend on-site treatment team meetings for each youth in this program including meetings with community providers, public school staff and family members
2. Coordinate and link with a Boys & Girls Club site that is in the same zip code or community area as the residence of the program participants.
3. Selected Boys & Girls Clubs will be assigned and the Unit Directors at those sites would be assigned and reinforce continued participation with services identified in the re-entry plan.
4. Each youth would need to be advised of the process. Behavior contracts could be developed with incentives and rewards for reinforcing positive behavior.

Tracking

For youth in the JJC, the contractor will continue to monitor and document progress in the following six (6) areas:

1. Active participation in programming
2. Academic performance
3. Activities directed toward preparation for employment
4. Family involvement
5. Additional contact with the juvenile justice system including any voluntary or mandated “giving back” activities; with leadership and character programs.

Discharge

Prior to discharge from services, the contractor in conjunction with the County Probation Officer will refer each youth to a specified Boys & Girls Club near the residence of the participant. The Club would provide support consistent with maintaining a successful re-entry into the community.

A youth may be discharged if he has been participating in the Targeted Re-entry Program for a year or if a youth has violated his/her probation status and will be returned to out-of-home care.

b. Life Skills Competency Development Category:

The contractor will provide a minimum of two (2) hours of life skills competency training for youth each week for six (6) months that will focus on the following areas (specific programs were described on page 5 above):

1. Character Development including the development of leadership skills and opportunities for planning, decision making and contributing to the Boys and Girls Club development and ongoing programming.
2. Health and Life Skills including opportunities to discuss approaches for developing and maintaining health life styles.
3. Education and Career Development including opportunities to link educational and other interests with career exploration and planning.

c. Creative Expression Competency Development

The contractor will provide one (1) hour of creative expression competency development for youth each week for six (6) months that will focus on arts and culture including exposure to visual, performing and literary art and culture; opportunities for self-expression and creativity; multicultural appreciation.

d. Recreational Competency Development

The contractor will provide two (2) hours of recreational and leisure activities for youth each week for six (6) months that will focus on sports activities, fitness and recreation including the positive use of leisure time, stress reduction, appreciation for the environment and the development of interpersonal skills.

Each of the four designated Clubs offers large muscle activities for the youth with basketball, soccer, flag football, and baseball. The targeted youth would be encouraged and invited to join teams, socialize with Club members, and make positive use of their time after school in these sports programs.

e. Mentoring

Boys & Girls Club Staff will serve as on-site mentors to the youth. The contractor will work with the County Probation officer to coordinate Club Staffs' work with the youth at school, Boys & Girls Club, and community to provide modeling and support toward the continuing development of positive, pro-social behavior, leisure activities and interpersonal skills.

f. Community Rehabilitation Category:

The contractor will provide a minimum of one (1) hour of community rehabilitation activity each week for six (6) months for youth that includes opportunities to appreciate the perspective of the victim; offender/victim mediation where appropriate and community service projects. This is part of our core education and leadership programs in the "Keystone Club" that encourages involvement in the community with civic leadership and community projects.

g. Staffing Summary: Pre-Release and Post-Release Services

The contractor will maintain the following staffing model:

Name of Position	Full Time Equivalency
Unit Director at the JJC Club	1.0 FTE
Program Director – staff at JJC Club	19 hours per week
Targeted Re-Entry Case Manager – Undergraduate Intern, where possible	.5 FTE (20 hours per week)
Director of Operations – Administration	.25 FTE (10 hours per week)

5. Boys & Girls Club Services – at Community Sites

The contractor will provide services at a Boys & Girls Club at a site near the residence of the youth. We have designated certain Clubs to provide these services with the zip codes as follows:

West Fresno B&GC (93706)
 East Fresno B&GC (93702)
 Zimmerman B&GC (93701)
 Pinedale B&GC (93650)

Each of these Clubs is open 5 days a week. Hours are Monday to Friday, from 2:00 – 9:00 pm and designated Saturdays from 11:00 am – 4:00 pm for special events. They provide a minimum of 35 hours of available services programming each week. The Director of Operations will work with the JJC Unit Director for the contractor in monitoring the aftercare and transition of youth at each of the sites and to follow the progress of youth at school, and in the community.

The designated club will be open to these transitioning youth and will focus on education and life skills building in the following five (5) areas:

1. Character Development
2. Health and Life Skills
3. The Arts, Sports, Fitness and Recreation
4. Education
5. Career Development

a. Communication Plan

The contractor will conduct formal communications regarding JJC management issues with the JJC Project Coordinator and the Fresno County Probation Department designee. The contractor will designate the Boys & Girls Club Chief Professional Officer to handle contract related questions. JJC staff will interface directly with the Unit Director of the JJC Boys & Girls Club and contracted providers, including CSUF Social Work and Education staff, and record relevant discussions regarding youth progress in their respective folders. The contractor will submit reports to JJC and the County Probation Department, as directed.

C. Data and Outcome Reporting Requirements**a. Quality Assurance and Evaluation**

The contractor will submit monthly data using forms and processes identified as necessary by the Fresno County Probation Department. Data requirements will focus on the following:

b. Data and Outcomes: Process Measures

1. Hours and variety of service provided at the Boys & Girls Club sites
2. Completion of community reintegration plan.
3. Participation in re-entry preparation activities and services.
4. Coordination of services to address identified problems/needs while placed in the community.
5. Recidivism.

c. Outcomes Expected

1. 30 hours of service per week will be provided at the facility.
2. The JJC Unit Director will develop a Re-Entry plan for youth prior to discharge if circumstances permit (no early release, no demotions, etc.).
3. 100% of youth in the B&GC program will participate in the JJC activities and services.
4. 90% of youth in the program will participate in the services arranged for them as specified in the re-entry plan.
5. Rates of recidivism for those involved in the program will be 30% lower than those for a comparable control group.

d. Outcomes Measured by:

1. Log of activities provided and tracking of attendance at the B&G Club.
2. Audit of the community reintegration plans for each youth in the program.
3. Log of re-entry service participation for youth involved in the program.
4. Monitoring community services involvement in projects (i.e. Keystone activities)
5. Youth involved in the program will be readmitted to JJC or incarcerated in a correctional facility at a rate 30% less than that shown by the Fresno County Probation Department for youth discharged with at least 6 months left on their delinquency commitment during the same time frame.



Subject: Hostage Situations

EXHIBIT B

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

**Authority: Title 15; Section 1327;
California Code of Regulations**

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
 1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
 2. Any known weapons possessed by the hostage takers;
 3. The demands of the hostage takers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

- A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	