

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of July, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, ("COUNTY"), and FOCUS FORWARD, a nonprofit corporation, whose address is 3333 E. American Avenue, Suite B, Fresno, California, 93725 ("CONTRACTOR").

WITNESSETH:

WHEREAS, the Probation Department (Probation) has funds available to contract with a vendor to provide effective in-custody and community based mentoring services to at-risk youth using Focus Forward's mentoring model during detention and re-entry; and

WHEREAS, CONTRACTOR is a community-based organization created in 2006 to serve at-risk youth in collaboration with Probation; and

WHEREAS, CONTRACTOR provided services to youth incarcerated at the Juvenile Justice Campus (JJC), including mentoring and case management, under prior Agreement No. 14-260, which expired on May 19, 2019, and desires to continue to provide services to youth including re-entry services, wrapping the youth in client-centered services, and include youth at-risk of being placed in custody; and

WHEREAS, Probation desires the CONTRACTOR to continue services to the above-identified population, and CONTRACTOR is willing to provide such services.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. Document risk factors evaluated for youth for which CONTRACTOR services are to be provided, and provide documentation to Probation upon Probation's request. CONTRACTOR will provide mentor support/incentives, pro-social activities, barrier removal, and any other programs as developed to support client centered goals, which can contribute to youth rehabilitation and recidivism reduction.

B. Coordination services for CONTRACTOR's volunteers (including student interns), who provide mentoring services to youth in custody of Probation. Coordination services shall include, but may not be limited to: volunteer outreach, recruitment, background checks, volunteer management and support, case file review, written reports, and screening and assessment of youth for mentoring services.

1 Coordination services will also include mandated reporter training, mentor training including the roles and
2 limits of mentors, appropriate boundaries, trust and communication, case management, mandated
3 reporting and other agency policies and procedures.

4 C. Partner with Probation staff related to in-custody programming and reentry of custodial
5 youth to the community.

6 D. CONTRACTOR's staff and volunteers assigned to provide any services under this
7 Agreement at the JJC must pass a criminal background check conducted by COUNTY at no cost to
8 CONTRACTOR.

9 E. Each of CONTRACTOR's staff or volunteers entering the JJC shall provide proof of a
10 negative skin test for tuberculosis (TB) within the past 12 months, or for positive Purified Protein
11 Derivative (PPD) reactors, initial and yearly assessments for signs and symptoms of disease.

12 F. CONTRACTOR's staff and volunteers shall wear professional attire when providing any
13 services under this Agreement at the JJC.

14 G. CONTRACTOR shall not allow any of its staff or volunteers into the JJC if it has reason to
15 believe such person is under the influence of alcoholic beverages or drugs.

16 H. CONTRACTOR shall advise its staff and volunteers of the possibility that a hostage-taking
17 incident could occur at any time at the JJC, and of the "No Hostage" policy, attached hereto as Exhibit A,
18 and incorporated herein by this reference, which generally means that there will be no bargaining for the
19 release of hostages in exchange for the release of incarcerated youth.

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

25 2. OBLIGATIONS OF THE COUNTY

26 A. COUNTY's Chief Probation Officer, or his or her designee, will designate and provide
27 office/cubicle space for CONTRACTOR at JJC Building 704, for CONTRACTOR to utilize under the terms
28 and conditions of this Agreement, at no charge to CONTRACTOR for such use of space.

1 B. COUNTY, at no charge to CONTRACTOR, shall provide CONTRACTOR's staff and
2 volunteers assigned to the JJC, and allowed admittance by COUNTY as provided herein, with Vendor
3 identification badges, for performance of services under this Agreement.

4 C. COUNTY shall provide direction to CONTRACTOR's staff and volunteers in the event of a
5 disturbance inside the JJC facilities.

6 D. COUNTY shall compensate CONTRACTOR for satisfactorily provided services, as provided
7 for under Section 6, "COMPENSATION/INVOICING" of this Agreement.

8 E. A copy of this Agreement shall be retained and made available during the term of this
9 Agreement by COUNTY's Probation Department Contract Coordinator.

10 3. COUNTY'S AUTHORITY

11 A. COUNTY's Probation Department shall have the right to conduct background checks, at any
12 time, as deemed necessary by Probation's Facility Administrator, on all personnel/volunteers
13 CONTRACTOR assigns to work at the JJC under this Agreement. When COUNTY's Probation
14 Department determines that background checks shall be performed for CONTRACTOR's
15 personnel/volunteers, such background checks must be completed to the Facility Administrator's
16 satisfaction before the admission, or continued admission, of any such persons into the JJC facilities.
17 COUNTY's Chief Probation Officer or his or her designee shall have sole and absolute discretion to refuse
18 admittance of any of CONTRACTOR's personnel/volunteers into or from the JJC, and to remove any of
19 CONTRACTOR's personnel/volunteers from the JJC. COUNTY's Probation Department shall promptly
20 notify CONTRACTOR if any of CONTRACTOR's personnel/volunteers is found to be unacceptable for
21 admission into the JJC facilities, and upon such notice, CONTRACTOR shall immediately refuse
22 admittance of such person to the JJC.

23 B. CONTRACTOR shall cause its personnel/volunteers to immediately follow the orders of the
24 Facility Administrator in the event of any disturbance inside the JJC.

25 C. In the event of a dispute between COUNTY staff and CONTRACTOR's
26 personnel/volunteers involving JJC security measures, and the like, the on-duty Facility Administrator shall
27 have the final decision, which shall be conclusive.

28 4. TERM

1 The term of this Agreement shall be for a period of three (3) years, commencing on July 20,
2 2019, through and including July 19, 2022. This Agreement may be extended for two (2) additional
3 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
4 prior to the first day of the next twelve (12) month extension period. The Chief Probation Officer or his or
5 her designee is authorized to execute such written approval on behalf of COUNTY based on the
6 CONTRACTOR'S satisfactory performance.

7 5. TERMINATION

8 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided
9 thereunder, are contingent on the approval of funds by the appropriating government agency. Should
10 sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at
11 any time without penalty by giving the CONTRACTOR thirty (30) days advance written notice.

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

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

18 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
19 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
20 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
21 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
22 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
23 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
24 shall promptly refund any such funds upon demand.

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

28 6. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and CONTRACTOR

1 agrees to receive compensation as shown in CONTRACTOR's Budget, attached hereto as Exhibit B.

2 In no event shall compensation for services performed under this Agreement exceed Ninety One
3 Thousand Seven Hundred Twenty One Dollars (\$91,721) annually from July 20 through July 19 of each
4 contract year during the term of this Agreement. In no event shall compensation paid for services for the
5 initial three-year term of this Agreement exceed two hundred seventy five thousand one hundred and
6 sixty three dollars (\$275,163). If the Agreement is extended for a fourth year, in no event shall the
7 compensation paid for the total four-year term exceed three hundred sixty-six thousand, eight hundred
8 eighty four dollars (\$366,884). If the Agreement is extended for a fifth year, in no event shall the
9 compensation paid for the total five-year term exceed four hundred fifty-eight thousand, six hundred and
10 five dollars (\$458,605). It is understood that all expenses incidental to CONTRACTOR's performance of
11 services under this Agreement shall be borne by CONTRACTOR.

12 Changes to line items in Exhibit B that do not exceed ten percent (10%) of the total maximum
13 compensation payable to CONTRACTOR may be made with the written approval of both COUNTY's Chief
14 Probation Officer or designee and CONTRACTOR, as long as these changes do not result in a change to
15 the total not to exceed amount of the Agreement.

16 CONTRACTOR shall submit monthly invoices referencing the County Contract Number, as
17 noted on page 1 of this Agreement to the County of Fresno, Probation Department, at 3333 E. American
18 Avenue, Suite B, Fresno, CA 93725, Attention: Business Office or e-mail them to
19 ProbationInvoices@co.fresno.ca.us. Payment shall be in arrears, for services provided during the previous
20 month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by COUNTY's
21 Probation Department. If CONTRACTOR should fail to comply with any provision of this Agreement,
22 COUNTY is relieved of its obligation for further compensation.

23 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by
24 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including
25 any and all of the CONTRACTOR's officers, agents, employees and volunteers, will at all times be acting
26 and performing as an independent contractor, and shall act in an independent capacity and not as an
27 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore,
28 COUNTY shall have no right to control or supervise or direct the manner or method by which

1 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
2 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
3 terms and conditions thereof.

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

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

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

15 9. NON-ASSIGNMENT: Neither party shall assign, transfer or subcontract this Agreement nor their
16 rights or duties under this Agreement without the prior written consent of the other party.

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

25 The provisions of this Section 10 shall survive termination of the Agreement.

26 11. INSURANCE

27 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
28 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance

1 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
2 Joint Powers Agreement (JPA) throughout the term of the Agreement:

3 A. Commercial General Liability

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

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
11 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
12 used in connection with this Agreement.

13 C. Professional Liability

14 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
15 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
16 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

17 D. Worker's Compensation

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

19 Additional Requirements Relating to Insurance

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

27 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
28 employees any amounts paid by the policy of worker's compensation insurance required by this

1 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
2 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
3 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

4 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
5 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
6 foregoing policies, as required herein, to the County of Fresno, Probation Business Office, 3333 E.
7 American Avenue, Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained
8 and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for
9 any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has
10 waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under
11 the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial
12 General Liability insurance names the County of Fresno, its officers, agents and employees, individually
13 and collectively, as additional insured, but only insofar as the operations under this Agreement are
14 concerned; that such coverage for additional insured shall apply as primary insurance and any other
15 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
16 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
17 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
18 given to COUNTY.

19 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
20 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
21 Agreement upon the occurrence of such event. All policies shall be issued by admitted insurers licensed to
22 do business in the State of California, and such insurance shall be purchased from companies possessing
23 a current A.M. Best, Inc. rating of A FSC VII or better.

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

1 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
2 the examination and audit of the California State Auditor for a period of three (3) years after final payment
3 under contract (Government Code Section 8546.7).

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

6 COUNTY

7 COUNTY OF FRESNO

8 Chief Probation Officer

3333 E. American Ave., Suite B

Fresno, CA 93725

CONTRACTOR

Chief Executive Officer

Focus Forward

3333 E. American Ave., Suite B

Fresno, CA 93725

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

24 14. VENUE AND GOVERNING LAW: Venue for any action arising out of or related to this
25 Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all
26 interpretation and performance of this Agreement shall be governed in all respects by the laws of the
27 State of California.

28 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

12 16. CONSISTENT FEDERAL INCOME TAX POSITION: CONTRACTOR acknowledges that the
13 JJC has been acquired, constructed, or improved (and is situated on land that has been acquired) using
14 net proceeds of governmental tax-exempt bonds (collectively, "Bond-Financed Facilities").
15 CONTRACTOR agrees that, with respect to this Agreement and the Bond Financed Facilities,
16 CONTRACTOR is not entitled to take, and shall not take, any position (also known as a "tax position")
17 with the Internal Revenue Service ("IRS") that is inconsistent with being a "service provider" to the
18 COUNTY, as a "qualified user" with respect to the Bond-Financed Facilities, as "managed property," as
19 all of those terms are used in Internal Revenue Service Revenue Procedure 2017-13, and to that end,
20 for example, and not as a limitation, CONTRACTOR agrees that CONTRACTOR shall not, in
21 connection with any federal income tax return that it files with the IRS or any other statement or
22 information that it provides to the IRS, (a) claim ownership, or that it is a lessee, of any portion of the
23 Bond Financed Facilities, or (b) claim any depreciation or amortization deduction, investment tax credit,
24 or deduction for any payment as rent with respect to the Bond-Financed Facilities.

25 17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
26 CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous
27 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
28 understandings of any nature whatsoever unless expressly included in this Agreement.

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and
2 year first hereinabove written:
3

4 **CONTRACTOR:**
5 **FOCUS FORWARD**
6 A California (nonprofit) corporation

7 
8 Coreen Campos
9 Chief Executive Officer

COUNTY OF FRESNO:


Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

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

17 By: 
18 Deputy
19

20 **FOR ACCOUNTING USE ONLY**

21 **ORG No.:** 34309999
22 **Fund:** 0001
23 **Subclass:** 10000
24 **Acct. No.:** 7295
25
26
27
28



Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

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

Date Revised: February 1, 2008

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:

Subject: Hostage Situation
Policy #: 326.0

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.

Organization/Agency: Focus Forward		
Program/Service: Mentoring		
SALARIES & BENEFITS	Annual Budget	Narrative
Regular Salaries	\$ 57,360	100% Volunteer Coordinator, 25% of Program Manager and 10% CEO
Unemployment Insurance	1,134	5.4% of first \$7,000 of salaries
Retirement Contribution	2,294	VC 4% contribution and Pro rata share PM and CEO
OASDI Contribution	3,556	VC and Pro rata share PM and CEO
Workers Comp Contribution	482	VC and Pro rata share PM and CEO
Health Insurance Contribution	6,051	VC and Pro rata share PM and CEO
Other (describe)	832	Medicare Expense (1.45% of salaries)
Object Total	\$ 71,709	
SERVICES and SUPPLIES	Annual Budget	Notes/Comments/Description
Telephone Charges	600	Monthly service for mobile phones (\$50/mo)
Liability Insurance	360	pro rata share of annual insurance
Office Expense	1,200	General office and outreach supplies (\$100/mo.)
PeopleSoft HR Charge	332	\$27.65/month
PeopleSoft Financials Charge	1,200	pro rata share of finance charge
Trans, Travel & Education	696	1200 miles/yr at \$.58/mile, per staff
Other (Program Supplies)	2,400	mentor incentives, mentor recruitment, pro social activities, family engagement, barrier removal
Other (Training and outreach)	600	trainings/conferences/webinars
Other (Rent & Utilities)	660	Community Space Rental (\$55/month)
Object Total	\$ 8,048	
INDIRECT COST - Max. of 15% of the total program budget		
Object Total	\$ 11,964	
TOTAL BUDGET	\$ 91,721	

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:	