

**AGREEMENT BETWEEN
FIRST 5 TULARE COUNTY
And
COUNTY OF TULARE SHERIFF'S OFFICE

GANG AWARENESS PARENTING PROGRAM**

THIS AGREEMENT is made and entered into on July 1, 2018, by and between First 5 Tulare County, a legal public agency established in accordance with the California Children and Families Act of 1998 (hereinafter "COMMISSION"), and County of Tulare Sheriff's Office (hereinafter "PROVIDER"), whose principal place of business is 833 S. Akers Street, Visalia, CA 93277 (Whenever COMMISSION and PROVIDER perform duties or obligations jointly, COMMISSION and PROVIDER will be referred to as "Parties.")

WITNESSETH:

WHEREAS

- a. The voters of the State of California have enacted the California Children and Families Act of 1998 (hereinafter "The Act"), codified in Health and Safety Code Section 130100 et seq., also known as Proposition 10; and
- b. The Board of Supervisors of Tulare County has established, pursuant to The Act and Tulare County Ordinance Code 3217, the First 5 Tulare County Commission; and
- c. COMMISSION desires to create and implement a comprehensive, collaborative, and integrated system for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage through five years of age; and
- d. COMMISSION has adopted a strategic plan which describes COMMISSION'S efforts to achieve such a system, and the services of PROVIDER as set forth in this agreement are consistent with and promote the goals of COMMISSION as set forth in the strategic plan; and
- e. COMMISSION is authorized to enter into agreements for program services pursuant to The Act and the Tulare County Ordinance Code; and
- f. PROVIDER is able, qualified, and willing to perform said services for COMMISSION.

Now therefore, in consideration of the promises herein stated and intending to be legally bound hereby, the Parties hereto mutually agree as follows:

1. TERM

This Agreement shall be deemed in force as of July 1, 2018, and shall remain in effect until June 30, 2021, unless sooner terminated as hereinafter provided.

2. RESPONSIBILITIES OF PROVIDER

PROVIDER shall provide, to the complete satisfaction of the COMMISSION, the services described in Attachment A, Scope of Work. PROVIDER agrees to comply with all requirements of the COMMISSION, including policies and procedures now in effect, or yet to be established, for monitoring, reporting, and evaluating PROVIDER'S performance and for payment of PROVIDER'S actual cost of providing the services herein described. PROVIDER agrees to provide any information required at the time of the execution of this Agreement or at any time during the term of this Agreement.

3. RESPONSIBILITIES OF COMMISSION

COMMISSION shall have and exercise responsibility for establishing and providing policies and procedures for monitoring, reporting, and evaluating PROVIDER'S performance and for payment of PROVIDER'S compensation.

4. COMPENSATION

- a. COMMISSION will reimburse PROVIDER for all necessary and reasonable expenses in accordance with Attachment B, Program Budget, in an aggregate amount not to exceed \$418,500.00. PROVIDER may not spend more in any category, nor transfer funding between categories without the prior written consent of COMMISSION.

Attachment B, Program Budget, shows three annual budgets. PROVIDER may not carry over unexpended funds from one fiscal year to the subsequent fiscal year.

When the Program Budget includes a provision whereby PROVIDER will be contributing funds to "match" funds provided by COMMISSION, PROVIDER shall be legally obligated to provide said "matching" funds, unless PROVIDER obtains COMMISSION'S written consent waiving this requirement.

In the event that PROVIDER fails to contribute the amount of "matching" funds indicated in the Program Budget, and has not obtained COMMISSION'S written consent waiving this requirement, COMMISSION shall be entitled to withhold funding such that COMMISSION funds the Program at the same percentage of funding that PROVIDER has funded the Program.

- b. PROVIDER shall submit all requests for payment within thirty (30) days of the end of each contract quarter, except as stated below, in a form provided by COMMISSION, and said form shall contain an itemization of all costs and fees broken down quarterly and stated as a cumulative. COMMISSION will make payment to PROVIDER within thirty (30) days of receipt and approval of each request. The payment request for the fourth quarter of the 2018-2019 year is due July 15, 2019. The payment request for the fourth quarter of the 2019-2020 year is due July 15, 2020. The payment request for the fourth quarter of the 2020-2021 year is due July 15, 2021.
- c. No reimbursement shall be made for any expense that is determined by the COMMISSION in its sole discretion to be supplanting state or local general funds, or funds available to PROVIDER from another public source.

- d. PROVIDER shall reimburse to COMMISSION all funds that remain unexpended at the termination of this Agreement, and any funds that are determined by COMMISSION to have been expended by PROVIDER on items not reimbursable under this Agreement.
- e. If, during the term of this Agreement, PROVIDER obtains funding or other income from a source other than the COMMISSION and such funding or other income is in excess of that shown as part of the Program Budget and such funding or other income relates directly to the program or activity funded pursuant to this Agreement, then PROVIDER shall so notify the COMMISSION in writing at the next quarterly request for reimbursement. COMMISSION may, in its sole discretion:
 1. Reduce the amount of funding by the amount of unanticipated revenue received by PROVIDER;
 2. In the event COMMISSION partially funded the program/activity, reduce the amount of funding by an amount of the unanticipated revenue determined using the same percentage of funding (e.g., if COMMISSION provided 75% funding, and unanticipated revenue is \$100.00, funding would be reduced by 75% of the unanticipated revenue, or \$75.00); or
 3. Upon written request and justification by PROVIDER allow the funds to be retained by PROVIDER for use or uses consistent with Proposition 10 requirements.

5. REPRESENTATIONS

PROVIDER makes the following representations, which are agreed to be material to and form a part of the inducement for this Agreement:

- a. PROVIDER has the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and
- b. PROVIDER does not have any actual or potential interests adverse to COMMISSION, nor does PROVIDER represent a person or firm with an interest adverse to COMMISSION with reference to the subject of this Agreement; and
- c. PROVIDER shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

6. SUPPLEMENTING EXISTING SERVICE LEVELS AND SUPPLANTING OTHER FUNDING

The Parties to this Agreement have read and understand the provisions of Section 30131.4 of the Revenue and Taxation Code relating to the use of the funds collected pursuant to the California Children and Families Act of 1998. PROVIDER agrees that all funds shall be expended only for the purposes expressed in the California Children and Families Act and shall be used only to supplement existing levels of service and not to fund existing levels of service. PROVIDER further agrees and guarantees that no funds provided by COMMISSION shall be used to supplant state or local general fund money for any purpose. Any act of omission or commission causing failure to fully comply with these requirements shall be cause for immediate termination of the Agreement.

7. EVALUATION

- a. Services to be provided by PROVIDER shall be evaluated by COMMISSION on a continuing basis. The evaluation of the services will be based upon the evaluation framework described in Attachment C, Evaluation Plan, and the COMMISSION'S Strategic Plan, which is incorporated by this reference as if set forth in full. PROVIDER understands and acknowledges that the evaluation program is not fully developed and agrees to cooperate fully in the continuing development of the evaluation program and methodology. PROVIDER understands and agrees that any determination regarding the success of the program for purposes of the continuation of funding of the program is solely the responsibility and prerogative of the COMMISSION.
- b. COMMISSION shall notify PROVIDER of deficiencies in writing. Said written notification shall provide a detailed description of the deficiency and a procedure to respond or contest the deficiency. PROVIDER shall have ten (10) working days from receipt of the deficiency statement to respond in writing to the COMMISSION. COMMISSION or COMMISSION'S designee shall have sole discretion in determining whether PROVIDER'S response sufficiently explains any deficiency. COMMISSION may accept PROVIDER'S explanation in full, in part, and/or direct PROVIDER to take corrective action. COMMISSION shall notify PROVIDER in writing of COMMISSION'S final decision. Responses by PROVIDER shall be in accordance with Section 14. Notices. Nothing in this section shall limit or preclude COMMISSION'S right to terminate the contract as provided for in Section 8. Termination. Nothing in this Agreement prevents PROVIDER from seeking judicial review of such a final administrative decision.

8. TERMINATION

COMMISSION may at its election, at any time and without cause, terminate this Agreement by written notice to PROVIDER. Said termination shall be deemed effective ten (10) days after personal delivery, or fifteen (15) days after mailing by regular U.S. mail, postage prepaid. In addition, either Party may immediately terminate this Agreement should the other Party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Party, PROVIDER shall submit to COMMISSION all files, memoranda, documents, correspondence, and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of termination. Should either Party terminate this Agreement as provided herein, COMMISSION shall pay PROVIDER for all satisfactory services rendered by PROVIDER prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 4 herein.

9. NON-APPROPRIATION

COMMISSION reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, COMMISSION will be released from any further financial obligation to PROVIDER, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. PROVIDER will be given thirty (30) days written notice in the event that COMMISSION requires such an action.

10. ASSIGNMENT

PROVIDER shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. PROVIDER shall not assign any monies due or which become due to PROVIDER under this Agreement without the prior written approval of COMMISSION.

11. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, PROVIDER shall be, and acknowledges that PROVIDER is in fact and law, an independent PROVIDER and not an agent or employee of COMMISSION. PROVIDER has and retains the right to exercise full supervision and control over the manner and methods of providing services to COMMISSION under this Agreement. PROVIDER retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting PROVIDER in the provision of services under this Agreement. With respect to PROVIDER'S employees, if any, PROVIDER shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employment taxes whether federal, state, or local, and compliance with any and all other laws regulating employment.

12. INDEMNIFICATION

PROVIDER agrees to indemnify, defend, and hold harmless COMMISSION and COMMISSION'S agents, COMMISSION members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of COMMISSION counsel and counsel retained by COMMISSION, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of PROVIDER or PROVIDER'S officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of COMMISSION; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of PROVIDER by any person or entity.

13. INSURANCE

PROVIDER, in order to protect COMMISSION and its members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of PROVIDER'S actions in connection with the performance of PROVIDER'S obligations, as required in this Agreement, shall secure and maintain insurance as described below. PROVIDER shall not perform any work under this Agreement until PROVIDER has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by COMMISSION. PROVIDER shall pay any deductibles and self-insured retentions under all required insurance policies.

- a. Workers' Compensation Insurance Requirement. PROVIDER shall submit written proof that PROVIDER is insured against liability for workers' compensation in accordance with

the provisions of Section 3700 of the Labor Code. In signing this Agreement, PROVIDER makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

PROVIDER shall require any sub-contractors to provide workers' compensation for all of the sub-contractor's employees, unless the sub-contractor's employees are covered by the insurance afforded by PROVIDER. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code Section 3700, PROVIDER shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

b. Liability Insurance Requirements.

- 1) PROVIDER shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - a) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of PROVIDER'S performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of Five Hundred Thousand dollars (\$500,000) each occurrence and One Million dollars (\$1,000,000) aggregate.
 - b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of Five Hundred Thousand dollars (\$500,000) each occurrence and One Million dollars (\$1,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.
 - c) Professional Liability (Malpractice) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with limits of not less than Five Hundred Thousand dollars (\$500,000) per claimant and One Million dollars (\$1,000,000) aggregate.
- 2) The Commercial General Liability Insurance required in this subparagraph a. shall include an endorsement naming the First 5 Tulare County Commission members, officials, officers, agents, and employees as additional insured for liability arising out of this Agreement and any operations related thereto.
- 3) If any of the insurance coverage required under this Agreement is written on a claims-made basis, the insurance policy shall provide an extended reporting period

of not less than four (4) years following the termination of this Agreement or completion of PROVIDER'S work specified in this Agreement, whichever is later.

- 4) Prior to PROVIDER commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to COMMISSION by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.
- c. Cancellation of Insurance. The above-stated insurance coverage required to be maintained by PROVIDER shall be maintained until the completion of all of PROVIDER'S obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to COMMISSION. PROVIDER shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. Company Rating. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a "B+; V" rating, or in special circumstances, be pre-approved by COMMISSION.
- e. Self-Insurance. If PROVIDER is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, PROVIDER shall provide coverage equivalent to the insurance coverage and endorsements required above. COMMISSION will not accept such coverage unless COMMISSION determines, in its sole discretion and by written acceptance that the coverage proposed to be provided is equivalent to the above-required coverage.
- f. Primary Insurance. All insurance afforded by PROVIDER pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by COMMISSION.
- g. Relief from Liability. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PROVIDER for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude COMMISSION from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure to Maintain Insurance. Failure by PROVIDER to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by PROVIDER. COMMISSION, at its sole option, may terminate this Agreement and obtain damages from PROVIDER resulting from said breach. Alternatively, COMMISSION may purchase such required insurance coverage, and without further notice to PROVIDER, COMMISSION shall deduct from sums due to PROVIDER any premiums and associated costs advanced or paid by COMMISSION for such insurance. If the balance of monies obligated to PROVIDER pursuant to this Agreement is insufficient to reimburse COMMISSION for the premiums and any associated costs, PROVIDER agrees to reimburse COMMISSION for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COMMISSION to take this alternative action shall not relieve PROVIDER of its obligation

to obtain and maintain the insurance coverage required by this Agreement.

14. NOTICES

Notices to be given by one Party to the other shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to COMMISSION shall be addressed as follows:

First 5 Tulare County
200 N. Santa Fe St.
Visalia, CA 93292

Notice to PROVIDER shall be addressed as follows:

County of Tulare Sheriff's Office
833 S. Akers Street
Visalia, CA 93277

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

15. SPONSORSHIP AND FUNDING ATTRIBUTION

PROVIDER shall provide public recognition for the COMMISSION and Proposition 10 funding in all materials regarding the program. Materials shall include, but not be limited to brochures, flyers, articles, television, radio, print ads, public service announcements, presentations, telephone hold messages, and outdoor ads. In order to assist in the public recognition of the COMMISSION and Proposition 10 funding PROVIDER agrees to the following:

- a. Generally, to follow policies and procedures related to public education and outreach as provided by the COMMISSION.
- b. All materials will include the language "Sponsored by FIRST 5 Tulare County."
- c. Where appropriate, PROVIDER will use the COMMISSION logo in public education and outreach materials. All questions regarding the appropriateness of use will be directed to the COMMISSION.
- d. Where appropriate, PROVIDER will allow placement of a commemorative plaque recognizing COMMISSION and Proposition 10 in making the program possible.

16. OWNERSHIP OF DOCUMENTS

All reports, documents and other items (including but not limited to research, scientific,

statistical, and/or marketing material or data) generated, gathered, or otherwise produced in the course of providing services to COMMISSION under this Agreement are and shall remain the property of COMMISSION and shall be returned to COMMISSION upon full completion of all services by PROVIDER or termination of this Agreement, whichever first occurs. Additionally, no report, document, or other items (including but not limited to research, scientific, statistical, and/or marketing material or data) generated, gathered, or otherwise produced in the course of providing services to COMMISSION may be released, transferred, or published in any fashion whatsoever without the written consent of COMMISSION.

17. CONFLICT OF INTEREST

The Parties to this Agreement have read and understand the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. PROVIDER agrees that they are unaware of any financial or economic interest of any public officer or employee of COMMISSION relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COMMISSION may immediately terminate this Agreement by giving written notice thereof. PROVIDER shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

18. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

19. AUTHORITY TO BIND COMMISSION

It is understood that PROVIDER, in PROVIDER'S performance of any and all duties under this Agreement, has no authority to bind COMMISSION to any agreements or undertakings.

20. MODIFICATIONS OF AGREEMENT

This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

21. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of COMMISSION. Forbearance or indulgence by COMMISSION in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by PROVIDER. COMMISSION shall be entitled to invoke any remedy available to COMMISSION under this Agreement or by law or in equity despite said forbearance or indulgence.

22. CHOICE OF LAW AND VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to

the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Tulare. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Tulare.

23. CONFIDENTIALITY

PROVIDER agrees that it will comply with the First 5 Tulare County Confidentiality Data Sharing Protocol, which is incorporated herein by reference and shall be a material part of this Agreement.

24. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to COMMISSION is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

25. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

26. COMPLIANCE WITH LAW

PROVIDER shall observe and comply with all applicable county, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by this reference as if set forth in full.

27. NOTIFICATION OF CRIMINAL CONVICTION

PROVIDER will immediately notify COMMISSION, in writing, upon the conviction of any official, officer, employee, volunteer, or other authorized representative of PROVIDER, whose duties will be directly connected to the proposed program or activity, for any sex crime, drug crime, or crime of violence as described in Penal Code Section 11105.3 (h), or any other crime against a minor child or any felony theft, fraud, or embezzlement crime, during the term of this Agreement.

28. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

29. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

30. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. NONDISCRIMINATION

Neither PROVIDER, nor any officer, agent, employee, servant, or sub-contractor of PROVIDER shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual preference, or any other protected characteristic, either directly, indirectly, or through contractual or other arrangements.

32. AUDITS, INSPECTION, AND RETENTION OF RECORDS

- a. PROVIDER agrees to maintain and make available to COMMISSION accurate books and records relative to all its activities under this Agreement. PROVIDER shall permit COMMISSION to audit, examine, and make excerpts and transcripts from such records, and to conduct audits, reviews, or examinations of all invoices, materials, records, or personnel or other data related to all other matters covered by this Agreement. PROVIDER shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon COMMISSION herein.
- b. PROVIDER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully. PROVIDER'S records shall describe and support the use of funds for the agreed upon program.
- c. The method used by PROVIDER to determine costs must conform to Generally Accepted Accounting Principles (GAAP).
- d. If PROVIDER is required to have an audit performed under the Single Audit Act and OMB Circular A-133, then the COMMISSION may require that a Program Specific audit be completed with respect to the funds provided by the COMMISSION. All PROVIDERS whose COMMISSION awards are \$250,000.00 or more shall have an organization-wide Financial and Program Compliance audit prepared by an independent auditor under Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards, whichever is appropriate to the organization. All PROVIDERS having an audit, including those performed for PROVIDERS that were not required by the COMMISSION, shall provide copies of the audit and accompanying management letter to the COMMISSION within thirty days of receipt by the PROVIDER.

33. NON-COLLUSION COVENANT

PROVIDER represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with COMMISSION. PROVIDER has not received from COMMISSION incentive or special payments, nor considerations not related to the provision of services under this Agreement.

34. SIGNATURE AUTHORITY

Each Party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

35. CONCURRENT REMEDY

No right or remedy herein conferred on or reserved to COMMISSION is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

36. EXECUTION

This Agreement is effective upon the date indicated herein above. It is the product of negotiation and all Parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

“COMMISSION”

“PROVIDER”

Michele Morrow
Executive Director

J. Steven Worthley, Chairman
Tulare County Board of Supervisors

Date

Date

APPROVE AS TO FORM:
COUNTY COUNSEL

BY *[Signature]*
DEPUTY 2018970

Provider: Tulare County Sheriff's Office
 Program Name: Gang Awareness Parenting Project (GAPP)
 Contract Term: July 1, 2018 through June 30, 2021

**PROPOSED
 SCOPE OF WORK**

GOALS	OBJECTIVES	MAJOR ACTIVITIES WHAT & WHEN	RESOURCES WHO?	MEASURABLE RESULTS WHAT IS THE "PRODUCT"?
<p>Goal 3: Parents and other caregivers have the knowledge and resources they need to provide a nurturing environment</p>	<p>Objective 4. Reduce the number of children who are abused and neglected, and exposed to other forms of violence in their homes.</p>	<p>Enroll incarcerated clients (inmates) and their child's caregiver (outmate) in to the GAPP program. Enrollment activities will take place July 1 through June 30 each year.</p> <p>Provide ACT curriculum to inmates and outmates. ACT sessions will take place July 1 through June 30 each year</p>	<p>Parent Educator 2 @ .32 FTE each</p>	<p>Parent Educators are projected to enroll <u>80</u> inmates and <u>40</u> outmates.</p> <p>Parent Educators will provide <u>720</u> classes of the 8-week ACT curriculum to inmates and <u>480</u> classes to outmate participants. The goal is to increase their knowledge of the effects of violence on their child, child development, age appropriate activities, proper disciplinary techniques, effects of television, children's aggression, the effects of gang violence, and the effects of domestic violence.</p>
	<p>Objective 6. Increase the percentage of parents and other caregivers with skills to use effective and appropriate discipline regarding their children's behavioral issues.</p>	<p>Inmates and outmates enrolled in the programs will be administered the ACT curriculum Pretest and Posttest. Pretest will take place during the first week of enrollment and the posttest will take place upon completion of the ACT curriculum.</p> <p>Administer the Parent Stress Index assessment to inmates and outmates. Pretest will take place during the first week of enrollment and the Posttest take place two months after enrollment.</p>	<p>Parent Educator 2 @.14 FTE each</p>	<p>Parents Educators will administer <u>48</u> Pre/Post ACT assessments to inmates and <u>24</u> Pre/Post ACT assessments to outmate participants.</p> <p>Parent Educators will administer the Parent Stress Indexes to <u>48</u> inmates and <u>24</u> Outmates to determine the cause of stress and give them the tools to manage stress.</p>
<p>Goal 4: Communities are engaged in supporting and prioritizing children</p>	<p>Objective 1. Ensure that services are in locations and at times that are accessible to children and their families.</p>	<p>Conduct jail facility visit with inmates and home visitation for outmates and the children, age 0-5. Monday- Friday 8am-4:30pm.</p>	<p>Parent Educator 2 @ .32 FTE each</p>	<p>Parent Educators will conduct <u>1014</u> jail visits with incarcerated inmates and <u>546</u> home visits with outmate participants.</p>
	<p>Objective 4. Support the availability of cross-professional training to provide a comprehensive approach to child and family needs</p>	<p>Trainings will focuses on Issues that directly relate to the population served, depending on training availability and population needs.</p>	<p>All staff</p>	<p>Number of hours and titles of training provided based on needs will be documented.</p>



Budget--Year One

Provider Name: Tulare County Sheriff's Department	Program Name: Gang Awareness Parenting Project
---	--

Budget Categories/Lines	First 5 Funding	Matching Funds	Total Project Funding (Columns 2+3)
1	2	3	4
Personnel (list each position)			
Inmate Program Specialist (1 FTE)	30,070	10,023	40,093
			0
			0
			0
			0
			0
			0
			0
Benefits	12,028	4,009	16,037
Sub-Total Personnel and Benefits	\$42,098	\$14,032	\$56,130
Administrative Expense			
Rent and Utilities			0
Office Supplies and Materials	900	300	1,200
Telephone and Communication			0
Postage and Mailing			0
Printing/Copying			0
Travel			0
Others (list all)			0
			0
			0
Sub-Total Administrative Expense	\$900	\$300	\$1,200
Program Expense			
Travel	1,035	346	1,381
Consultants			0
Subcontractors	89,897	29,966	119,863
Program Materials and Supplies	2,192	730	2,922
Others (list all)			0
Training	450	150	600
			0
			0
			0
Sub-Total Program Expense	\$93,574	\$31,192	\$124,766
Capital Expense (list all)			
			0
			0
			0
Sub-Total Capital Expense	\$0	\$0	\$0
Indirect Expense			
			0
Total:	\$136,572	\$45,524	\$182,096



Budget--Year Two

Provider Name: Tulare County Sheriff's Department	Program Name: Gang Awareness Parenting Project
---	--

Budget Categories/Lines	First 5 Funding	Matching Funds	Total Project Funding (Columns 2+3)
1	2	3	4
Personnel (list each position)			
Inmate Program Specialist (1 FTE)	30,959	10,320	41,279
			0
			0
			0
			0
			0
			0
			0
Benefits	12,384	4,128	16,512
Sub-Total Personnel and Benefits	\$43,343	\$14,448	\$57,791
Administrative Expense			
Rent and Utilities			0
Office Supplies and Materials	900	300	1,200
Telephone and Communication			0
Postage and Mailing			0
Printing/Copying			0
Travel			0
Others (list all)			0
			0
			0
Sub-Total Administrative Expense	\$900	\$300	\$1,200
Program Expense			
Travel	1,478	493	1,971
Consultants			0
Subcontractors	91,246	30,415	121,661
Program Materials and Supplies	2,635	879	3,514
Others (list all)			0
Training	450	150	600
			0
			0
			0
Sub-Total Program Expense	\$95,809	\$31,937	\$127,746
Capital Expense (list all)			
			0
			0
			0
Sub-Total Capital Expense	\$0	\$0	\$0
Indirect Expense			0
Total:	\$140,052	\$46,685	\$186,737



Budget--Year Three

Provider Name: Tulare County Sheriff's Department	Program Name: Gang Awareness Parenting Project
---	--

Budget Categories/Lines	First 5 Funding	Matching Funds	Total Project Funding (Columns 2+3)
1	2	3	4
Personnel (list each position)			
Inmate Program Specialist (1 FTE)	31,268	10,423	41,691
			0
			0
			0
			0
			0
			0
			0
Benefits	12,507	4,169	16,676
Sub-Total Personnel and Benefits	\$43,775	\$14,592	\$58,367
Administrative Expense			
Rent and Utilities			0
Office Supplies and Materials	900	300	1,200
Telephone and Communication			0
Postage and Mailing			0
Printing/Copying			0
Travel			0
Others (list all)			0
			0
			0
Sub-Total Administrative Expense	\$900	\$300	\$1,200
Program Expense			
Travel	1,490	497	1,987
Consultants			0
Subcontractors	92,615	30,871	123,486
Program Materials and Supplies	2,646	881	3,527
Others (list all)			0
Training	450	150	600
			0
			0
			0
			0
Sub-Total Program Expense	\$97,201	\$32,399	\$129,600
Capital Expense (list all)			
			0
			0
			0
Sub-Total Capital Expense	\$0	\$0	\$0
Indirect Expense			
			0
Total:	\$141,876	\$47,291	\$189,167



Budget--Total First 5 Funding

Tulare County Sheriff's Department	Program Name: Gang Awareness Parenting Project
------------------------------------	--

Budget Categories/Lines	Year 1	Year 2	Year 3	Total Project Funding (Columns 2+3+4)
1	2	3	4	5
Personnel (list each position)				
Inmate Program Specialist (1 FTE)	30,070	30,959	31,268	92,297
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
Benefits	12,028	12,384	12,507	36,919
Sub-Total Personnel and Benefits	\$42,098	\$43,343	\$43,775	\$129,216
Administrative Expense				
Rent and Utilities	0	0	0	0
Office Supplies and Materials	900	900	900	2,700
Telephone and Communication	0	0	0	0
Postage and Mailing	0	0	0	0
Printing/Copying	0	0	0	0
Travel	0	0	0	0
Others (list all)	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
Sub-Total Administrative Expense	\$900	\$900	\$900	\$2,700
Program Expense				
Travel	1,035	1,478	1,490	4,003
Consultants	0	0	0	0
Subcontractors	89,897	91,246	92,615	273,758
Program Materials and Supplies	2,192	2,635	2,646	7,473
Others (list all)	0	0	0	0
Training	450	450	450	1,350
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
Sub-Total Program Expense	\$93,574	\$95,809	\$97,201	\$286,584
Capital Expense (list all)				
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
Sub-Total Capital Expense	\$0	\$0	\$0	\$0
Indirect Expense	0	0	0	0
Total:	\$136,572	\$140,052	\$141,876	\$418,500



Budget Narrative

County of Tulare – Sheriff's Department Gang Awareness Parenting Project

2018-2021

I. **Personnel:**

1. Inmate Programs Specialist: Responsible for the day to day functions of the GAPP program. Including identifying and interviewing inmates, recording stats, generating reports, and managing a small caseload.

Year 1: \$30,070 x 1 FTE = 30,070

Year 2: \$30,959 x 1 FTE = 30,959

Year 3: \$31,269 x 1 FTE = 31,269

\$92,297

Total Salaries and Wages =

\$92,297

Benefits @ 40% of salaries = \$ 92,297

\$36,919

TOTAL PERSONNEL =

\$129,216

II. **Administrative Expense:** Give a brief explanation of each item and how you arrived at the cost/allocation.

Office Supplies and Materials – Paper, pens, folders, etc.

Year 1: \$ 900

Year 2: \$ 900

Year 3: \$ 900

\$ 2,700

TOTAL ADMINISTRATIVE EXPENSE =

\$ 2,700

III. **Program Expense:** Give a brief explanation of each item and how you arrived at the cost/allocation.

Travel: Mileage and/or per Diem for three counselors to go to a training.

Year 1: \$ 1,035

Year 2: \$ 1,478

Year 3: \$ 1,490

\$ 4,003

Subcontractors: Agreement with Family Services of Tulare County for two FTE Parent Educators and one .06 FTE Program Manager. Costs reflected include salaries w/benefits, cell phones, mileage, and administrative overhead.

Year 1: \$ 89,897
Year 2: \$ 91,246
Year 3: \$ 92,615 \$ 273,758

Program Materials and Supplies: Educational materials such as books, family games, flash cards, back to school supplies etc., to enhance parental interaction during home visits. Also used for curriculum, workbooks, and DVDs.

Year 1: \$ 2,192
Year 2: \$ 2,635
Year 3: \$ 2,646 \$ 7,473

Training- Moderate budget established for training or conference opportunities.

Year 1: \$ 450
Year 2: \$ 450
Year 3: \$ 450 \$1,350

TOTAL PROGRAM EXPENSE = **\$ 286,584**

IV.

Capital Expenditures: Give a brief description of what the items to be purchased are and what they will be used for.

TOTAL CAPITAL EXPENSE = **\$0**

V. Indirect Expense: Describe how your indirect cost rate is calculated and list all items that are included in your indirect cost rate.

TOTAL INDIRECT EXPENSE = **\$0**

TOTAL PROJECT EXPENSE = **\$418,500**

Program Revenue and Match: List the amount and specific source of all revenue generated by the employees and/or activities funded by First 5 Tulare County. If the revenue cannot be aligned with a specific position or other expenditure, show it in the total line. Matching funds in the amount to be paid by another source (at least 25% of total project budget).

List the amount and specific source of any matching funds that your organization is putting toward your project:

Tulare County Sheriff's Office will utilize our Inmate Welfare Trust Fund (IWTF) as sole source for our cash match of \$139,500. Calculated as 25% of our Total Project Expense \$558,000 ($558,000 \times 25\% = 139,500$). Tulare County Sheriff's Office is requesting from First 5 Tulare County \$418,500 as their 75% match of the grant total of \$558,000.

Provider: Tulare County Sheriff's Office (TCSO)

Program Name: Gang Awareness Parenting Program (GAPP)

Contract Term: July 1, 2018 through June 30, 2021

EVALUATION PLAN

FIRST 5 STRATEGIC PLAN			PROGRAM EVALUATION		
GOAL	OBJECTIVE	INDICATOR (PER DATA DASHBOARD)	OUTCOME MEASURES	DATA COLLECTION METHODS AND TOOLS	FREQUENCY OF DATA COLLECTION
Goal 3: Parents and other caregivers have the knowledge and resources they need to provide a nurturing environment.	Objective 4 Reduce the number of children who are abused, neglected, and exposed to other forms of violence in their homes.	The percentage of parent/caregiver (s) of children ages 0-5, who increase their knowledge on the impact of exposure to violence has on child development and the link between violence in the home and gang involvement.	Using the "ACT- Raising Safe Kids Program" curriculum. 80 % of participants will increase their knowledge on the effects of violence on children.	ACT Pre/Post Assessment completed by GAPP Parent Educators.	ACT PRE assessment will be administered on the first week of program entry and the POST assessment will be administered after completion of the ACT curriculum.
	Objective 6 Increase the percentage of parents and other caregivers with skills to use effective and appropriate discipline regarding their children's behavioral issues.	The percentage of parent/caregiver (s) of children ages 0-5 who understands how to resolve conflicts in a positive way.	Using the "ACT Raising Safe Kids" Program, 80% of participants will understand how to use age appropriate positive discipline methods to modify children's behavior. Using The Parent Stress Index tool 80% of participants will increase healthy Coping skills to deal with stress from raising a child, and positive role modeling to establish a positive child/guardian relationship.	ACT Pre/Post Assessment completed by GAPP Parent Educators. Parent Stress Index (PSI) Assessment completed by GAPP Parent Educators.	ACT PRE assessment will be administered on the first week of program entry and the POST assessment will be administered after completion of the ACT curriculum. Parent Stress Index (PSI) PRE assessment will be administered on the first week of program entry and the POST will be administered

Provider: Tulare County Sheriff's Office (TCSO)
 Program Name: Gang Awareness Parenting Program (GAPP)
 Contract Term: July 1, 2018 through June 30, 2021

EVALUATION PLAN

			<p>75% of the inmates reached after discharge will report a high degree of confidence related to parenting (minimum score of 7 on a scale of 1-10), and adoption of positive TV-watching behavior with their children (limits on amount and type of shows)</p>	<p>GAPP Graduate Follow-Up form developed by Consultant and administered by counselors by phone per tool instructions</p>	<p>two months after enrollment.</p> <p>One time, preferably >2 months post discharge</p>
--	--	--	--	---	---