AGREEMENT FOR SERVICES BETWEEN FIRST 5 TULARE COUNTY AND THE COUNTY OF TULARE

Gang Awareness Parenting Project

THIS AGREEMENT is made and entered into on July 1, 2008, 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 the County of Tulare, (hereinafter "PROVIDER"), whose principal place of business is 3404 E. Burrel Ave., Visalia, California. (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, First 5 Tulare County; 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 the 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 the 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, 2008, and shall remain in effect until June 30, 2009, 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 \$150,000.00. PROVIDER may not spend more in any category, nor transfer funding between categories without the prior written consent of Commission.
- b. PROVIDER shall submit all invoices for payment within sixty (60) days of the end of the contract quarter in a form approved by COMMISSION, and said form shall contain an itemization of all costs and fees broken down quarterly also stated as a cumulative total. Provider shall send invoices to COMMISSION for review and processing. COMMISSION will make payment to PROVIDER within thirty (30) days of receipt and approval of each invoice. The final invoice for this agreement will be submitted no later than July 15, 2009.
- c. All program or project costs shall be supported through appropriate documentation. Program or project costs not supported will not be paid.
- d. 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.
- e. 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.
- f. 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, at its sole discretion:

- 1. Reduce the amount of funding by the amount of unanticipated revenue received by PROVIDER; or
- 2. 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. <u>SUPPLEMENTING EXISTING SERVICE LEVELS AND SUPPLANTING OTHER FUNDING</u>

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. PROVIDER understands and acknowledges that the evaluation program is not yet fully developed and agrees to cooperate fully in the continuing development of the evaluation program and methodology. The continued funding of the services to be provided is expressly understood and agreed to be dependent upon the success of the program. PROVIDER and COMMISSION will use the methodology stated in Attachment C, Evaluation Plan, to make judgments regarding success. 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 PROVIDERS response sufficiently explains any deficiency. COMMISSION may accept PROVIDERS 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 15. 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

PARTIES may at their election, at any time and without cause, terminate this Agreement by written notice. 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

PARTIES agree to indemnify, defend and hold harmless agents, 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 (excluding attorneys' fees for either the Plaintiff or Defendant, experts 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 PARTIES' 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 PARTIES; and any workers' compensation claim or suit arising from, or connected with any services performed pursuant to this Agreement on behalf of PARTIES.

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. <u>Liability Insurance Requirements</u>

- 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.
- 2) The Commercial General Liability Insurance required in this subparagraph a. shall include an endorsement naming 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 three (3) 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. <u>Cancellation of Insurance</u> 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. <u>Company Rating</u> 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. <u>Self-Insurance</u> 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. <u>Primary Insurance</u> 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 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:

Janet Hogan, Executive Director First 5 Tulare County 3435 S. Demaree St., Ste. A. Visalia, CA 93277

Notice to PROVIDER shall be addressed as follows:

Cheryl Cereghino
Tulare County Sheriff's Department
3404 E. Burrel Ave.
Visalia, CA 93291

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 produced for the purpose of public education and outreach regarding the program. Materials shall include, but not be limited to brochures, flyers, 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. Funded by Proposition 10."
- 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 the COMMISSION and Proposition 10 for making the program possible.

The cost for any materials not meeting the above provisions shall not be reimbursed under this agreement.

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, or sexual preference, 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 (G.A.A.P.).
- d. If PROVIDER is required to have an audit performed under the Single Audit Act and

OMB Circular A-133, then the COMMISSION will require that a Program Specific audit be completed with respect to the funds provided by the COMMISSION.

e. 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.

/// ///

County of Tulare Gang Awareness Parenting Project July 1, 2008 through June 30, 2009 Page 13 of 13

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"
Janet Hogan; Executive Director	Connie Conway, Chairman Tulare County Board of Supervisors
100 Date	Date

APPROVED AS TO FORM: COUNTY COUNSEL

Deputy 7/15/08

Provider: Tulare County Sheriff's Department

Program: The Gang Awareness Parenting Project

SCOPE OF WORK

TASKS	RESOURCES WHO?	PRODUCT / RESULT WHAT?
Conduct visits with incarcerated clients and their families.	Parent Educators (2 FTE)	Parent Educators will conduct visits with 60 incarcerated clients and their family members at home to identify issues regarding abuse, neglect, and violence.
Deliver ACT curriculum to		Parent Educators will provide ACT curriculum to 60 clients to increase
families.		development, age appropriate activities, proper disciplinary techniques, effects of television, children's aggression, the effects of gang violence, and the effects of domestic violence.
Administer Parent Stress		Parent Educators will administer Parent Stress Indexes to all parents to
Indexes to incarcerated clients and their families.		determine the cause of stress and give them the tools to manage stress.





Budget

Provider Name:	Tulare County Sheriff's Department	Program	Name:	Ganç	g Awaren	ess Parent	ing Pr	roject
		Cont #	n/a	Cont Term:	From:	7/1/2008	To:	6/30/2008

	5 0. 2 5. 3	Alberto in the	
		N Atlantic	
1	2	3	4
Personnel (list each position)			
Inmate Programs Specialist (48 weeks)	29,561		29,561
			0
			0
			0
			0
Benefits	15,512		15,512
Donone	10,512		10,512
	AND REPORT OF REPORT		10 m
Administrative Expense			
Rent and Utilities			0
Office Supplies and Materials	1,200		1,200
Telephone and Communication			0
Postage/Mailing			0
Printing/Copying			0
Equipment Lease Other (list all)			0
Other (list all)			0
			0
Program Expense		SMC PROBLEM CONTROL OF THE SAME AND THE SAME AND THE SAME OF THE S	Control Control of the Control of th
Travel	927		927
Training/Conference	600		600
Consultants			0
Subcontractors	91,200		91,200
Program Materials and Supplies	4,000		4,000
Evaluation		*****	0
Other (list all) Computers (1 office, 2 laptops)	5 000		5,000
Furniture (3 task chairs, 1 L-shaped desk)	5,000 2,000		5,000
Turniture (o task chairs, i L-shapeu desk)			2,000
Capital Expense (list all)			
			0
			0
			0
			0
	# 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1		
green was an artist and a straight and appropriate the straight and the st		on thinky the same of the same of	
LOGICAL CONTRACTOR OF CONTRACTOR	SECURITION OF YEAR		in confidence and the feet



Budget Narrative

Gang Awareness Parenting Project 2008-2009

I. Personnel: Give a brief description of each position and how it relates to the Scope of Work.

Inmate Programs Specialist — \$45,073 - will interview and identify inmates who are eligible for the program. Be responsible for the day-to-day operation of the project. Keep required data and files for evaluation and tracking purposes. This is a F.T.E. position. — Based on 48 weeks. — To begin August 1, 2008.

II. Operating Expenses: Give a brief explanation of each item and how you arrived at the cost/allocation.

<u>Office Supplies</u> - \$1,200 – Average monthly expense \$100 - for everyday office supplies, paper, file folders, printer cartridges.

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

<u>Travel -</u> \$850. Training in Pleasant Hill for ACT training. Two staff attending – Programs Specialist and Programs Manager for two day training.

\$150. avg. night x 2 nights x 2 people = 600.

\$ 50. per diem x 2 $\frac{1}{2}$ days x 2 people = 250.

<u>Training</u> - \$600. – Training registration cost for ACT training – 2 staff

<u>Sub-Contractors</u> - \$91,200 – program coordination and parent educators to be provided by Family Services of Tulare County.

<u>Program Materials & Supplies</u> - \$4,000 – to purchase parenting workbooks, parent training materials, family educational materials (books, games, etc.)

Computers - \$5,000. - 1 office computer with printer to be used by Programs Specialist (\$1250). 2 Laptops – wireless to be used by parent educators (\$3,750)

Office Furniture - \$2,000 -1 L-shaped desk, and 3 tasks chairs

- IV. Capital Expenditures: Give a brief description of what the items to be purchased are and what they will be used for. n/a
- V. Indirect Costs: Describe what your indirect costs are and how you arrived at the requested amount. Provide a copy of support documentation. n/a

In-Kind Match by TCSD

Programs Manager @15% of F.T.E incl. benefits =	\$15,000
Rent & Utilities @ DRC – estimated @ \$500 x 11 months =	5,500
Phone costs – estimated \$75. (2 lines) x 11 months=	825
Printing/copying 2000 copies (4 reams) x .05 x 11 months	<u>1,100</u>
Total In-kind	\$22,425

Provider: Tulare County Sheriff's Department

Program: The Gang Awareness Parenting Project
Contract Year: 2008-2009

Evaluation Plan 2008-2009

Result Children's homes are free from violence e and violence e and Children's homes are free from are e and violence e and Children's homes children who are a are free from violence e and Children's homes children who are e and violence of the end of violence in their heir Children's homes are free from are e and violence of the end violence in their heir Children's homes children's homes cordingles will be enrolled in the effects of violence in their homes children's chil	First 5	First 5 Tulare County Strategic Plan	trategic Plan		Program	Program Evaluation	
Children's homes refree from violence abused and neglected violence abused and neglected contine children who are abused and neglected size in the child; child development; age accordingly. Reduce the number of violence in their of violence are free from violence in their age are free from violence in their age are free from violence in their age accordingly. Children's homes and neglected children who are are free from violence in their age abused and neglected in the program annually abused and neglected in the abused and neglected children's homes as well as occardingly. At a minimum 60 will enroll at intake and closure; and given the prepost ACT curriculum evaluation increased in the program annually accordingly. Parent Educators will be accordingly. Parents will be activities; proper and monitored accordingly. Parents accordingly. Parents will be accordingly. Parents accordingly. Parents accordingly. Parents accordingly.	Primary Result	Objective	indicator	Performance Outcome Measure	e Indicators Process Measure	Data Collection Methods and Tools	Frequency of data collection
are free from violence abused and neglected violence abused and neglected effects of violence and meglected effects of violence on the child; child development; age appropriate activities; proper disciplinary techniques as well as OCERS will be accordingly. At a monitored of violence in their violence of violence of violence of violence in their homes At a milies will be enrolled in the participants and a effects of violence and monitored of violence in their violence in their children's coordingly. At a minimum 60 seases as well as OCERS will be assessed for stress utilizing the Parenta will be assessed for stress and the tools to manage the issues sufficiently and monitored of violence in their children's coordinate and monitored on the participants and a program annually of data base as well as OCERS will be assessed utilizing the Parental minimum 60 stress utilizing the Parental participants and a program annually of data base as well as occordingly. Will enroll participants and a program annually of data base as well as occordingly. Participants will be assessed utilizing the CAPP assessed utilizing the parental minimum 60 stress of what assessed for stress utilizing the Parental Stress form. Children's homes children who are program annually of ata base as well as occordingly. Participants and a program annually of ata base as well as occordingly. Participants and a program annually of ata base as well as occordingly. Participants will be assessment tool at intake and closure; and given the pre/post ACT curriculum evaluation In take and closure; and given the pre/post ACT curriculum evaluation In take and closure; and given the pre/post ACT curriculum evaluation In take and closure; and given the pre/post ACT occordingly. Parents will be assessed utilizing the Parents will be assessed for stress utilizing the Parental pre/post ACT occordingly.	Families will	Children's homes	Reduce the number of	Parents will	At a minimum 60	Parent Educators	Ongoing
violence abused and neglected effects of violence on the child; child development; age accordingly. Reduce the number of violence of violence of violence of violence in their effects of TV; and participants and a data base as well as OCERS will be activities; proper disciplinary techniques Reduce the number of violence in their exposed to other forms of violence	have the	are free from	children who are	demonstrate	families will be	will enroll	
effects of violence on their exposed to other forms roll violence in their exposed to the number of program annually data base as well as program annually development; age accordingly. Defects of TV; and monitored development; age appropriate accordingly. Defects of TV; and monitored development; age appropriate accordingly. Defects of violence on their conditions are free from an operation and monitored children's homes as well as one program annually of the child; child development; age accordingly. Defects of violence on their child; child development; age accordingly. Defects of violence and monitored accordingly. Defects will be assessed utilizing the participants will be assessed for stress and the tools to utilizing the Parental expression. Defects of violence in their accordingly. Defects of violence accordingly. Defects will be assessed utilizing the courticulum evaluation Defects of violence in their accordingly. Defects of violence accord	knowledge and	violence	abused and neglected	knowledge of the	enrolled in the	participants and a	
on the child; child development; age accordingly. development; age accordingly. appropriate activities; proper disciplinary techniques assessed utilizing the GAPP assessment tool at intake and closure; and given the increased self-awareness of what are free from children who are exposed to other forms of violence in their homes Children's homes At a minimum 60 Children's homes Chi	ability to			effects of violence	program annually	data base as well as	
development; age accordingly.	promote their			on the child; child	and monitored	OCERS will be	
appropriate activities; proper disciplinary disciplinary techniques assessed utilizing the GAPP assessment tool at intake and closure; and given the pre/post ACT curriculum evaluation increased self-awareness of what are free from children who are exposed to other forms increased of violence in their violence in their homes Children's homes Children's homes Children's homes Children's homes Children's homes Children who are exposed to other forms increased of the issues and the tools to manage the issues assessed for stress and the tools to manage the issues Children's homes Children's homes Children who are exposed to other forms increased of violence in their effects of TV; and given the pre/post ACT curriculum evaluation awareness of what sessed of stress and the tools to manage the issues and the tools to manage the issues Stress form. Children's homes Children's homes Children who are exposed to other forms increased of families will be participants and a participants and a data base as well as occordingly maintained maintained.	children's			development; age	accordingly.	maintained	
activities; proper disciplinary techniques assessed utilizing the GAPP assessement tool at intake and closure; and given the pre/post ACT curriculum encreased self-awareness of what are free from children who are exposed to other forms are free from children who are exposed to other forms of violence in their homes Children's homes Reduce the number of exposed to other forms are free from children's effects of TV; and proparation and the tools to manage the issues sutilizing the exposed of the participants and a data base as well as exposed of the participants and a data base as well as exposed to other form; children's and monitored data base as well as exposed to other form; children's accordingly maintained and solvential tool at intake and closure; and given the pre/post ACT curriculum evaluation are free from children's and the tools to manage the issues of what assessed for stress and the tools to stress form. Children's homes Reduce the number of participants report enrolled in the participants and a data base as well as exposed to other form; and monitored enrolled in the participants and a data base as well as exposed to other form.	development			appropriate	,		
disciplinary techniques assessed utilizing the GAPP assessment tool at intake and closure; and given the prepost ACT curriculum Parents will have increased self- awareness of what is causing stress and the tools to are free from ge and violence violence of violence in their their assessment tool at intake and closure; and given the prepost ACT curriculum evaluation At a minimum 60 participants report femilies will be exposed to other forms increased self- awareness of what is causing stress and the tools to manage the issues Stress form. At a minimum 60 Stress form. Parent Educators will enroll enrolled in the program annually of violence in their children's accordingly assessed utilizing curriculum evaluation curriculum evaluation curriculum				activities; proper		Participants will be	Ongoing – at intake
the GAPP assessment tool at intake and closure; and given the pre/post ACT curriculum evaluation are free from are free from children who are exposed to other forms their homes their brown children's homes children's homes children's homes their children's homes children's homes children's homes their children's homes children's homes their children's homes children's homes children's chil				disciplinary		assessed utilizing	and closure
assessment tool at intake and closure; and given the pre/post ACT curriculum Parents will have increased self-awareness of what are free from are free from children who are exposed to other forms of violence in their their selfects of TV; and given the pre/post ACT curriculum evaluation Parents will have increased self-awareness of what is causing stress and the tools to manage the issues sessed for stress and the tools to manage the issues stress of m. At a minimum 60 participants report families will be saxions and a program annually of will enroll participants and a coordinate maintained mainta				techniques		the GAPP	whenever
intake and closure; and given the pre/post ACT curriculum Parents will have increased self-awareness of what assessed for stress and the tools to are free from children who are exposed to other forms their their their self-accordingly self-awareness of what assessed for stress and the tools to manage the issues self-awareness of what assessed for stress and the tools to manage the issues stress of the participants report families will be effects of TV; and given the pre/post ACT curriculum evaluation Children's homes Reduce the number of participants report families will be will enroll participants and a data base as well as children's accordingly maintained maintained self-awareness of what assessed for stress utilizing the Parental Stress form. Parents will have pre/post ACT curriculum evaluation Evaluation Evaluation Stress form. At a minimum 60 will enroll sure self-awareness of what assessed for stress utilizing the Parental sure participants and a data base as well as occurriculum Parents will be assessed for stress utilizing the Parental sure participants and a data base as well as occurriculum Parents will be assessed for stress utilizing the Parental sure participants and a data base as well as occurriculum Parents will be assessed for stress utilizing the Parental sure program and the tools to maintained assessed for stress and the tools to maintained previous participants and a data base as well as occurriculum						assessment tool at	participant is
and given the pre/post ACT curriculum evaluation increased self-awareness of what are free from are free from children who are exposed to other forms their their sheir she sheir sh						intake and closure;	available
pre/post ACT curriculum Parents will have increased self- awareness of what is causing stress and the tools to manage the issues Their reased self- awareness of what is causing stress and the tools to manage the issues Their reased violence in their effects of TV; The pre/post ACT curriculum Parents will have increased self- awareness of what is causing stress and the tools to manage the issues Their reased violence in their effects of TV; The pre/post ACT curriculum Parents will have evaluation Increased self- awareness of what is causing stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parent Educators The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be assessed for stress and the tools to manage the issues The parents will be astress and the tools to manage the issues The parents will be asse						and given the	
curriculum Parents will have evaluation increased self- awareness of what is causing stress and the tools to are free from exposed to other forms their their s Children's homes Reduce the number of are free from of violence in their their sheir Reduce the number of are free from of violence in their their sheir children's children's accordingly Children's homes Reduce the number of participants report increased self-awareness of what is causing stress and the tools to manage the issues Stress form. At a minimum 60 parent Educators will be enrolled in the participants and a data base as well as accordingly maintained maintained						pre/post ACT	
will Children's homes Reduce the number of ge and violence exposed to other forms their their sheir sheir sheir sheir sheir sheer sheir she sheir she sheir sheir sheir she sheir she sheir she						curriculum	
will Children's homes Reduce the number of are free from children who are exposed to other forms their their shomes are free from children who are exposed to other forms their shomes children's homes children's children's children's children's awareness of what eawareness of what awareness of what awareness of what saseased for stress and the tools to manifement and the tools to manage the issues and the tools to manifement and the tools to manage the issues assessed for stress and the tools to manage the issues assessed for stress and the tools to manage the issues assessed for stress and the tools to manage the issues assessed for stress and the tools to manage the issues of manage the issues assessed for stress and the tools to manage the issues of manage the issues of manage the issues of the parental manage the issues of the parent Educators and a data base as well as of the manage the issues of the parent Educators and a data base as well as of the manage the issues of the manage the issues of the manage the issues of the parent Educators and a data base as well as of the manage the issues of the parent Educators and the tools to will just the parent Educators and the tools to will be will enroll and the participants and a data base as well as of the program and the tools to will be assessed for stress and the tools to will be a seen that the parent Educators and the tools to will be a seen that the parent Educators and the tools to will be a seen that the parent Educators and the tools to will be a seen that the parent Educators and the tools to will be a seen that the tools to will be a seen that the tools to will be a seen that					Parents will have	evaluation	
will Children's homes Reduce the number of are free from children who are exposed to other forms their their shomes are free from children's homes children's homes are free from children's children's and monitored scoordingly and the tools to					increased self-		
will Children's homes Reduce the number of are free from children who are exposed to other forms their their shomes are free from children who are exposed to other forms their their shomes are free from children who are exposed to other forms their their shomes as well as children's children's children's and the tools to and the tools to maintained is causing stress at assessed for stress and the tools to maintained is causing stress and the tools to maintained is causing stress and the tools to maintained is causing stress and the tools to maintained and the tools to maintained is causing stress and the tools to maintained is causing stress and the tools to maintained is causing stress and the tools to maintained and the tools to utilizing the Parent Educators and the tools to maintained and the tools to utilizing the Parent Educators and the tools					awareness of what	Parents will be	Ongoing – shortly
will Children's homes Reduce the number of are free from children who are ge and violence of their their children who are their children who are are free from children who are exposed to other forms their children's children's children's children's children's children's and monitored children's and the tools to maintained and the tools to mullizing the Parental manage the issues Stress form. At a minimum 60 participants report families will be enrolled in the participants and a data base as well as children's accordingly maintained maintained maintained manage the issues Stress form. At a minimum 60 will enroll enroll and the tools to manage the issues Stress form.					is causing stress	assessed for stress	following
will Children's homes Reduce the number of are free from children who are ge and violence of violence in their their share free from children's homes Reduce the number of 50% of program are free from children who are exposed to other forms increased enrolled in the participants and a coordingly children's accordingly maintained maintained stress form. At a minimum 60 Parent Educators families will be enrolled in the participants and a data base as well as accordingly maintained maintained maintained maintained stress form.					and the tools to	utilizing the Parental	enrollment
will Children's homes Reduce the number of are free from children who are ge and violence exposed to other forms their their State of the children's homes Reduce the number of solvent participants report participants report increased enrolled in the solvent program annually children's effects of TV; accordingly maintained solvent program and monitored children's accordingly maintained solvent program and monitored maintained solvent participants report families will be will enroll participants and a participant program families will be will enroll enroll and participants and a participant program and a participant p					manage the issues	Stress form.	
are free from children who are participants report families will be will enroll enrolled in the participants and a exposed to other forms increased enrolled in the participants and a enrolled in the participants and a part	Families will	Children's homes	Reduce the number of	50% of program	At a minimum 60	Parent Educators	Ongoing
ge and violence exposed to other forms increased enrolled in the of violence in their their homes increased enrolled in the program annually effects of TV; and monitored children's accordingly	have the	are free from	children who are	participants report	families will be	will enroll	
of violence in their knowledge of the program annually their homes effects of TV; and monitored children's	knowledge and	violence	exposed to other forms	increased	enrolled in the	participants and a	
their homes effects of TV; and monitored children's accordingly	ability to		of violence in their	knowledge of the	program annually	data base as well as	
children's accordingly	promote their		homes	effects of TV;	and monitored	OCERS will be	
	children's			children's	accordingly	maintained	

Attachment C Page 1 of 2

First !	First 5 Tulare County Strategic Plan	trategic Plan		Program	Program Evaluation	
			Performance Indicators	Indicators	Data Collection	Frequency of data
Primary Result	Objective	Indicator	Outcome Measure	Process Measure (Baseline number)	Methods and Tools	collection
development	74.		aggression; gang violence; and of	·	Participants will be	Ongoing – at intake
			domestic violence		assessed utilizing	and closure
					the GAPP	whenever
					assessment tool at	participant is
					intake and closure;	available
					and given the	
					pre/post ACT	
					curriculum	
					evaluation	
Families will	Parents use	Increase the availability		At a minimum 60	Visits will be logged	Ongoing with files
have the	effective	of culturally and		families will receive	and maintained in	current through the
knowledge and	appropriate	linguistically		services in the	the participants file	week. Visits will
ability to	parenting skills	appropriate parent		appropriate	with case notes.	occur initially
promote their		education services in		language directly		weekly and
children's		locations easily		through home		progress to
development		accessible to parents		visitation.		monthly, if family
						shows significant
						growth