PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
BOYS AND GIRLS CLUB OF THE REDWOODS, TEEN COURT PROGRAM
OR FISCAL YEAR 2023-2024

This Agreement, entered into this ____ day of _____, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Boys and Girls Club of the Redwoods, Teen Court, a California non-profit organization, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Probation Department, Juvenile Division, and the Multi-Agency Juvenile Justice Coordinating Council (MAJJCC), desires to retain a qualified professional to provide juvenile diversion services through the Teen Court program; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the juvenile diversion services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Interim Chief Probation Officer, or a designee thereof, hereinafter referred to as "CPO."

2. TERM:

This Agreement shall begin on July 1, 2023 and shall remain in full force and effect until June 30, 2024, unless sooner terminated as provided herein. COUNTY has the option of extend this agreement upon the same terms and conditions for two (2) additional one (1) year terms. Said options may be exercised only after CONTRACTOR presents the Multi-Agency Juvenile Justice Coordinating Council (MAJJCC) with a request for another year of funding for the upcoming fiscal year including the alterative funding avenues pursued. Upon a vote by MAJJCC to approve the funding, COUNTY will send a letter indicating the intention to extend the contract and provide an additional year of funding.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two-Hundred and Thirty-Two Thousand, Six Hundred and Nineteen Dollars $232,619. In no event shall the maximum amount paid under this Agreement exceed Seventy-Five Thousand, One-Hundred and Seventy-Nine Dollars $75,179 for fiscal year 2023-2024 and Seventy-Five Thousand, Eight-Hundred and Twenty Dollars $77,820 for fiscal year 2024-2025 and Seventy- Dollars $79,620 for fiscal year 2025-2026. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, CPO and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Probation Department
Attention: Fiscal Unit
2002 Harrison Ave.
Eureka, CA 95501

Or electronically to:

Pfiscal@co.humboldt.ca.us

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Probation Department
Attention: Coral Sanders, Interim Chief Probation Officer
2002 Harrison Ave.
Eureka, CA 95501

CONTRACTOR: Boys and Girls Club of the Redwoods, Teen Court
Attention: Sacha Marini, Teen Court Unit Director
939 Harris St.
Eureka, CA 95503

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment

hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Requirements. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq*.; California Government Code Sections 4450, *et seq*.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq*. of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq*.), by doing all of the following:

A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:

1. The dangers of drug abuse in the workplace;

2. CONTRACTOR's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any one (1)

incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

   a. Includes contractual liability.

   b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."

   c. Is the primary insurance with regard to COUNTY.

   d. Does not contain a pro-rata, excess only and/or escape clause.

   e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement shall not affect the coverage

provided to COUNTY or its agents, officers, officials, employees and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Boys and Girls Club of the Redwoods, Teen Court
Attention: Sacha Marini, Teen Court Unit Director
939 Harris St.
Eureka, CA 95503

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36

C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to CPO in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3-D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

BOYS AND GIRLS CLUB OF THE REDWOODS, TEEN COURT:

By: Sacha Marini Date: 8/01/2023

Name: Sacha Marini

Title: Teen Court Unit Director

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Coral Sanders,
Interim Chief Probation Officer
(Authority granted by Humboldt County Board of Supervisors at the meeting of _____)

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Services
Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
Boys and Girls Club of the Redwoods, Teen Court
Fiscal Year 2023-2024

To establish Teen Court Programming in the Eel River Valley to increase access to youth substance abuse prevention, early intervention, mentoring, and peer education resources.

1. SERVICES:

Teen Court Hearings

Humboldt County Teen Court was established in 2001 by the Humboldt County Probation Department and Juvenile Court as an alternative approach to the traditional court process for responding to first-time youthful offenses. It is a program of the Boys & Girls Club of the Redwoods.

Teen Court is a real court run by teens for teens, where we replace the culture of punishment with restorative and trauma-informed alternatives. Youth-led restorative practices have the potential to harness the collective knowledge of youth to shape plans of repair that are achievable and aim to draw youth further into the community, rather than ostracizing or marking youth as undesirable. In addition to equipping youth with valuable skills, Teen Court also allows for a more comprehensive evaluation of harm and focus on skill-building, affirmation, and positive behavioral growth, rather than mere punitive discipline.

Attendance Councils

The Attendance Council is a 4-week peer-led support group focused on increasing school engagement that is adult facilitated, but peer led; it is a place where youth can leverage their own experience to help pull back others from chronic absenteeism by providing extra support. The process is supportive and healing, with directives but not punishments.

This program functions as an outside provider for MTSS tier II support partnered with the school before or concurrent to an elevation to the SARB level.

YOUth Choose – Prevention Program for Substance Experimenting Teens

YOUth Choose is a free alcohol and other drug early intervention for young people. Two to three interactive sessions are one-on-one with an adult facilitator. An additional session with a parent/guardian is optional. Program can be voluntary, or court mandated, virtual or in-person, anonymous and confidential. Course helps identify resources and support, reflect on decisions, and how to make positive changes through action plans.

Teen Court Leaders & Positive Youth Development

This after-school program for teen volunteers includes preventative education, leadership development, service learning, trainings in civic responsibility, and positive mentoring with caring adults while functioning as an innovative juvenile diversion program where teens, who have taken responsibility for their offense, agree to have their case heard by their peers. By providing a forum for students to deliver justice to peers who have engaged in first-time criminal activity or other problem behavior, youth courts put civics into practice. Youth are supported in developing critical decision-making skills, have an opportunity to engage in pro-social afterschool activity, model peer leadership, and practice citizenship skills and ethical behaviors.

Specific activities:

- Youth Leaders receive advanced trainings
- Youth provide guidance to develop court innovations

- Youth serve as ambassadors in the community through presentations and workshops

2. SCHEDULE:

Activities will be initiated in 2023, and scaled through three years, to be ongoing.
By December 2026, the initiative will have mobilized youth to positively affect environmental and policy change in the Eel River Valley by establishing 3 new prevention programs.

1. In year one, establish **Teen Court Hearings**, where teens are at the forefront of assisting each other in addressing SUD and other issues in their lives. Receive referrals from Eel River Valley schools, probation, and law enforcement.
2. In year one, establish **YOUth Choose**: Substance Use Brief Interventions to address early stage substance use. Conduct one-on-one adult-facilitated 2-part sessions by appointment. Receive referrals from schools, probation, families, and community agencies.
3. In year two, establish **Attendance Councils**, an ongoing 4-week peer-led support group with adult mentors, where youth leverage their own experiences to help each other overcome school disengagement and chronic absenteeism. Receive referrals from Eel River Valley schools.

3. DELIVERABLES:

Establish Teen Court Hearings

1. Secure an office and hearing location
2. Hire & train 2 staff for new satellite location
3. Purchase/secure equipment and set up office
4. Recruit and train new student volunteers
5. Partner with community agencies and services for meaningful restorative resources
6. Consult local youth to hear their concerns and help shape our program expansion
7. Secure a pool of legal and/or behavioral health professionals to mentor youth at hearings
8. Receive referrals from schools, law enforcement and probation
9. Communicate with referred youth and families
10. Conduct Intakes either virtually or in-person
11. Hold hearings every other week
12. Provide case management for up to 2 months towards successful completion
13. Incentivize participants continued involvement
14. Provide advanced trainings for staff
15. Conduct parent and participant evaluations
16. Produce an Annual Report

Establish Attendance Council: 4-week peer-led support group

Start-up steps #1-6 outlined above

1. Engage adult mentors to participate in support group as caring community member
2. Receive referrals from schools
3. Communicate with referred youth and families
4. Conduct Intakes virtually
5. Hold support groups weekly on a rolling basis
6. Incentivize participants continued involvement to leverage their own experience to help others
7. Conduct parent and participant evaluations
8. Produce an Annual Report

Establish YOUth Choose: Substance Use Brief Interventions

1. Start-up steps #1-3 above
2. Train staff in BI curriculum through CPI/CARS (Santa Rosa)
3. Receive referrals from schools
4. Conduct one-on-one adult-facilitated 2-part sessions by appointment

Establish Youth Leadership program

1. Partner with agencies serving system-impacted youth in order to center their voices
2. Engage Latinx, Indigenous, and system-impacted youth of Eel River Valley in listening sessions- to hear their concerns and help shape our program expansion
3. Create school year-long programming

4. ACCEPTANCE CRITERIA:

Teen Court will continue to accept youth referrals from Probation and other agencies and will provide restorative justice and harm reduction alternatives to the juvenile justice system via the services outlined in section 1.

5. REPORTING REQUIREMENTS:

Teen Court will prepare a report for Probation and MAJJCC on an annual basis which will include statistics such as:

- Number of youth served
- Number of youth which successfully completed Teen Court
- Number of youth receiving YOUth Choose services
- Number of referrals, broken out by agency and type of case referred ages, genders, and ethnicities

6. PLACE OF PERFORMANCE:

Boys & Girls Club of the Redwoods Teen Center
939 Harris Street
Eureka, CA 95503

And

Gene Lucas Community Center
3000 Newberg Road
Fortuna, CA 95540

And

Fortuna United Methodist Church
922 N Street
Fortuna, CA 95540

7. COUNTY RESPONSIBILITIES:

Humboldt County Probation will refer youth to Teen Court where appropriate.
Humboldt County Probation will promptly pay Teen Court upon receipt of an invoice.

EXHIBIT B
SCHEDULE OF RATES
Boys and Girls Club of the Redwoods, Teen Court
Fiscal Year 2023-2024

1. RATE OF COMPENSATION:

2023/24

Items	Expense
Contract Services	
Outside Contract Services	$1,100.00
Accounting Fees	$75.00
Facilities and Equipment	
Building Maintenance Costs	$6,000.00
Expendable Equipment	$ 2,200
Equipment Rental & Maint.	?
Janitorial Services/Suppleis	$ 150
Rent, Parking, Utilities	?
Security	?
Operations	
Postage, Mailing Service	$ 100
Printing and Copying	$ 300
Program Supplies	$ 3,000
Food Supplies	$ 500
Office Supplies	$ 300
Telephone/Communications	$ 570
Field Trip Expenses	
Vehicle Expense	$ 450
Insurance-Liability	$ 1,575
Staff Development	$ 1,109
Staff Appreciation	$ 100
Marketing/Advertising	$ 475
Conference, Meeting Travel	
Travel- Mileage	$ 585
Other Types of Expenses	
Memberships and Dues	
Background Checks	$ 220

Volunteer Appreciation	$ 300
In-Kind Expense	
Indirect Grant Expenses	
Payroll Expenses	
Salary Expense	
Unit Director	$ 9,216
Program Director	$ 24,000
Program Assistant	$ 15,120
Subtotal	$ 48,336
Fringes-16%	$ 7,734
Total Payroll	**$ 56,070**
Total Expansion Expenses	**$75,178.76**

2024/25

Items	**Expense**
Contract Services	
Outside Contract Services	$1,000.00
Accounting Fees	$75.00
Facilities and Equipment	
Building Maintenance Costs	?
Expendable Equipment	
Equipment Rental & Maint.	?
Janitorial Services/Suppleis	$ 150
Rent, Parking, Utilities	$ 6,000
Security	?
Operations	
Postage, Mailing Service	$ 100
Printing and Copying	$ 300
Program Supplies	$ 2,900
Food Supplies	$ 500
Office Supplies	$ 300
Telephone/Communications	$ 420
Field Trip Expenses	$ 2,000
Vehicle Expense	$ 450
Insurance-Liability	$ 1,575
Staff Development	
Staff Appreciation	$ 100
Marketing/Advertising	$ 475
Conference, Meeting Travel	$ 500
Travel- Mileage	$ 585
Other Types of Expenses	
Memberships and Dues	

Background Checks	$ 220
Volunteer Appreciation	
In-Kind Expense	
Indirect Grant Expenses	
Payroll Expenses	
Salary Expense	
Unit Director	$ 9,216
Program Director	$ 24,000
Program Assistant	$ 15,120
Teen Aide	$3,534
Subtotal	$ 51,870
Fringes-16%	$ 8,299
Total Payroll	**$ 60,169**
Total Expansion Expenses	**$77,819.20**

2025/26

Items	**Expense**
Contract Services	
Outside Contract Services	$1,000.00
Accounting Fees	$75.00
Facilities and Equipment	
Building Maintenance Costs	?
Expendable Equipment	
Equipment Rental & Maint.	?
Janitorial Services/Suppleis	$ 150
Rent, Parking, Utilities	$ 6,000
Security	?
Operations	
Postage, Mailing Service	$ 100
Printing and Copying	$ 300
Program Supplies	$ 4,400
Food Supplies	$ 500
Office Supplies	$ 300
Telephone/Communications	$ 420
Field Trip Expenses	$ 2,000
Vehicle Expense	$ 450
Insurance-Liability	$ 1,575
Staff Development	
Staff Appreciation	$ 100
Marketing/Advertising	$ 475
Conference, Meeting Travel	$ 500
Travel- Mileage	$ 585
Other Types of Expenses	

Memberships and Dues	
Background Checks	$ 220
Volunteer Appreciation	$ 300
In-Kind Expense	
Indirect Grant Expenses	
Payroll Expenses	
Salary Expense	
Unit Director	$ 9,216
Program Director	$ 24,000
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