

APPROVED 7-0



## CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** 9/6/2016  
**SUBMITTED TO:** Honorable Mayor and City Council Members  
**SUBMITTED BY:** Fred A. Wilson, City Manager  
**PREPARED BY:** Robert Handy, Chief of Police  
**SUBJECT:** Approve a three-year contract with Community Service Programs, Inc. (CSP) in the amount of \$308,892 for the Juvenile Diversion Program

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**Statement of Issue:**

City Council is requested to approve a three-year contract with Community Service Programs, Inc., (CSP) for the management of the Juvenile Diversion Program. Approval of the attached contract will renew this agreement and allow payment to CSP for all future services provided under this contract.

**Financial Impact:**

Sufficient appropriations are available to fund the first year of the CSP contract under the proposed budget for FY 16/17 in Business Unit 10070203.69365. Future years will be budgeted accordingly. Full payments toward the fixed fee schedules are set forth herein: Management of the Juvenile Diversion Contract – Year 1: \$100,906; Year 2: \$103,933, and Year 3: \$103,933.

**Recommended Action:**

Approve and authorize the "Professional Services Contract Between the City of Huntington Beach and Community Service Programs, Inc., for Management of Juvenile Diversion Program."

**Alternative Action(s):**

Do not approve and direct staff accordingly.

**Analysis:**

Since 1992, the Huntington Beach Police Department has contracted with Community Service Programs, Inc. (CSP) to manage the Juvenile Diversion Program.

The Juvenile Diversion Program provides an alternative to the traditional justice system for those who have committed less serious offenses. Referrals to the program come primarily from the Police Department after detentions or citations involving juvenile offenders. These first-time offenders are put into contact with CSP, which facilitates counseling, legal awareness workshops, community service and restitution services for those who have committed relatively minor crimes.

A Request for Proposals was conducted by the Finance Department for this professional service. CSP was the only bid submitted. Their submission was evaluated by the Police Department and found to meet the requirements of the Juvenile Diversion Program.

**Environmental Status:**

Not applicable.

**Strategic Plan Goal:**

Enhance and maintain public safety

**Attachment(s):**

1. Professional Services Contract for Management of Juvenile Diversion Program.
2. City of HB Certificate of Insurance.
3. Professional Service Approval Form – Part 1

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
COMMUNITY SERVICES PROGRAM, INC.  
FOR  
MANAGEMENT OF JUVENILE DIVERSION PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Community Services Program, Inc., a Non-profit California Corp. hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to manage the Juvenile Diversion Program; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the ~~Huntington Beach Municipal Code, Chapter 3.03~~, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Ronetta Johnson who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on October 1st, 2016 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed three hundred eight thousand eight hundred and ninety two Dollars (\$308,892).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars

(\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

#### 10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

#### 11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

#### 12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall

be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or



other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: Mindy James  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

Ronnetta Johnson, Executive Dir.  
Community Services Program, Inc.  
1221 East Dyer Road Suite 120  
Santa Ana, CA 92705

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining

covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for

CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this

Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

COMMUNITY SERVICES PROGRAM,  
INC.

COMPANY NAME

By: Ronetta J. Johnson  
Ronetta J. Johnson

print name

ITS: (circle one) Chairman President/Vice President

AND

By: Meliada Ramos  
Meliada Ramos

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

James Ritzgrodia  
Mayor

Robert Estanislau  
City Clerk 4/8/16 @

INITIATED AND APPROVED:

Robert Hardy  
Chief of Police

REVIEWED AND APPROVED:

[Signature]  
City Manager

APPROVED AS TO FORM:

[Signature]  
City Attorney DKO 5/13/16



COMMUNITY SERVICE PROGRAMS  
IMPACTING LIVES. CHANGING COMMUNITIES.

## CSP Board of Directors

### Resolution

The CSP Board of Directors resolves that Ronnetta Johnson, CSP Executive Director and Hether Benjamin, Director of CSP Youth Development Programs, are authorized by signature alone to sign program contracts and renewal packages.

I hereby certify that the foregoing is a true copy of the resolution formally adopted by the Board of Directors of Community Service Programs at the regularly scheduled meeting on January 26, 2016.

Vote

Ayes: 9

No: 0

Signature:

Kris Thordarson  
President, Board of Directors  
Community Service Programs, Inc.

Date:

1/26/16

Signature:

Ann Stawicki  
Secretary, Board of Directors  
Community Service Programs, Inc.

Date:

1/26/16

A NON-PROFIT AGENCY SERVING ORANGE COUNTY SINCE 1972

Youth shelters | Family counseling | Child abuse prevention | Parent education | Dispute resolution  
Gang prevention | Victim assistance | Drug, alcohol, tobacco abuse prevention

1221 East Dyer Road, Suite 120 Santa Ana, CA 92705  
phone (949) 250-0488 fax (714) 540-1909 email [generalinfo@cspinc.org](mailto:generalinfo@cspinc.org) Tax ID #95-3187866

[www.cspinc.org](http://www.cspinc.org)

## **EXHIBIT "A"**

### **A. STATEMENT OF WORK: (Narrative of work to be performed)**

The City of Huntington Beach desires to provide short-term diversion and early intervention services to youth ages 18 and under who are exhibiting pre-delinquent, emotional, behavioral or school-related problem behaviors. This program will also provide services to youth that are victims of abuse and sexual assault. Families are also included to help prevent future law enforcement or justice system involvement. Referrals will be received from the Police Department, local schools and the community. A comprehensive approach is desired, which should include individual, family and group counseling, anger management groups, drug, alcohol and tobacco education groups, victim restitution, community service hours, legal awareness workshops, crisis intervention and resource and referral linkage. These service efforts should provide early intervention for at-risk families and youths.

### **B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:**

- 1) Program Director, who is a licensed family therapist, will provide program oversight, clinical and administrative supervision for program staff, training, active case management and crisis intervention support.
- 2) Counselor will process all referrals and provide the requested service and any others that are deemed necessary.
- 3) In service training will be conducted for patrol officers, gang unit officers, narcotics officers and any other units the Police Departments deems necessary one to two times per year.

- 4) The counselor will work during evening hours at least one time per week, making him or herself available until 9:00 p.m. to accommodate the needs of working parents.
- 5) Services of the counselor will be offered at the Police Department's main station on Main Street.
- 6) Upon referral the counselor will contact the family by phone as soon as possible to schedule an assessment interview. The assessment will determine the needs of the youth and the family, the appropriate intervention and resource.
- 7) When an intake assessment is complete, the counselor reviews the relevant issues, problems and needs with the family and youth. Future appointments are scheduled on a case-by-case basis.
- 8) Realistic and appropriate treatment goals are established. Goals are developed by with the family and counselor. Intervention effectiveness will be measured against the targeted goal that is to be achieved.
- 9) Counselors may refer families to outside resources as part of the treatment plan.
- 10) Counselors may terminate a case depending on the accomplishments of specified goals. Termination procedures should be documented and meet any long term need of the youth and family.



- 11) Termination of cases will be reviewed and supervised by clinical and administrative supervision.
- 12) A diversion specialist will coordinate the community service program. An intake assessment will be completed on the youth. Relevant information will be gathered and considered for placement at an appropriate site for community service hours.
- 13) The diversion specialist will develop community service sites, which are non-profit organizations. The diversion specialist will train on-site staff, make on-site inspections to address issues and answer questions, and help develop the hours and type of work performed by the youth. The diversion specialist will ensure that the site work provides a good learning experience for the youth.
- 14) The diversion specialist will monitor each case and check all related paperwork.
- 15) The contractor will provide worker's compensation insurance for youth working in the community service program.
- 16) A diversion specialist will coordinate the restitution program. An intake assessment will be completed on the youth. The diversion specialist will contact the victim and to document and verify the validity of a claim. For claims over \$500, three estimates will be required. Once a claim is completed a payment schedule is will be set.

17) A diversion specialist will handle all payment from the youth. When payment is made, the youth will be given a receipt. The contractor will submit the payments from the client to their accounting divisions to be deposited in a restitution account. The contractor will forward a check to the victim in order to protect the youth's confidentiality as required by law.

18) A diversion specialist will also coordinate and conduct the legal education workshop. An intake specialist will conduct assessment. The information on the location, date, time, and agenda of the class will be relayed to the youth and their family. Workshops are a single three-hour session. Each workshop can be designed to meet the needs of the participants. The curriculum includes; group discussion regarding the youth's offense and the family response, impact of crime on victims, legal awareness education regarding juvenile laws, sealing of records, structure of the juvenile justice system, educational videos, police jail tours, slides of juvenile hall, exercises on choices and decision making and consequences of delinquent acts. The parents will also receive specific information regarding effective parenting skill, adolescent development and communications guidelines.

19) The counselor will provide an assessment to youth that appear to be in need of drug/alcohol/tobacco education. The counselor coordinates 6-10 youths in three, two-hour sessions to increase the awareness of the reasons for and the consequences of drug/alcohol/tobacco use. If follow-up sessions are necessary, the counselor will provide further referrals.

20) The counselor will assess the need for an anger management program. The counselor will lead a group of 6-10 youths in three, two-hour sessions for aggression related problems. The group will help the youths increase awareness of the triggers of their anger and the consequences of

negative expressions of their anger. Effective communication skill, problem solving techniques and conflict resolution skills will be developed. The counselor will determine if follow up programs are necessary and will provide further referrals.

21) The contractor will provide a 24 hours a day, 7 days a week professionally staffed help line to help manage crisis situations.

22) The contractor will provide quarterly reports to the Police Department reflecting referral data, client demographics and community outreach programs and any other statistics related to the program. Additionally the program staff will meet with the supervising Police Department unit's staff member every 6 weeks to discuss the program activities and ongoing identification of community needs.

C. CITY'S DUTIES AND RESPONSIBILITIES:

- 1.) Pay the contractor on a quarterly basis after an invoice is received from the contractor.
- 2.) Review statistical reports submitted by the program director.
- 3.) Modify performance measures as the community needs change.
- 4.) Negotiate rates and provide services with the contractor.
- 5.) Provide overall review of the program.

D. WORK PROGRAM/PROJECT SCHEDULE:

These services will be conducted within the annual contract period. It is understandable that some services will continue beyond the contract period if the services are on-going. These on-going services will not have any costs that will be assessed beyond the contract period.

## EXHIBIT "B"

### Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to a full payment towards the fixed fee set forth herein in accordance with the following fee schedule.

<b>10/1/16-9/30/17</b>	<b>10/1/17-9/30/18</b>	<b>10/1/18-9/30/19</b>
<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>\$100,906</b>	<b>\$103,933</b>	<b>\$103,933</b>

Total fees shall not exceed three hundred eight thousand eight hundred ninety two dollars (\$308,892). CONSULTANT agrees to inform the CITY when CONSULTANT is at the point of reaching the maximum limit per year. CONSULTANT shall not continue with any work effort over the amount of the maximum limit per year unless first authorized in writing by the CITY authorized representative(s).

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the

parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

Client#: 834176

COMMUSER6

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI of Southern California SC Lic # 0351162 29A Technology Drive Irvine, CA 92618	CONTACT NAME: Ray Thrall PHONE (A/C, No, Ext): 949-790-9423 FAX (A/C, No): 484-652-5069 E-MAIL ADDRESS: raymond.thrall@usi.biz
INSURED Community Service Programs, Inc. 1221 E. Dyer Rd., Suite 120 Santa Ana, CA 92705-5700	INSURER(S) AFFORDING COVERAGE INSURER A: NonProfits' Insurance Alliance INSURER B: Liberty Mutual Fire Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse \$1M/\$1M <input checked="" type="checkbox"/> Professional \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	201512069NPO NIL Deductible	10/01/2015	10/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	201512069NPO \$500 COMP DED \$500 COLL DED	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	201512069UMBPO	10/01/2015	10/01/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	WC2641443907025 NIL Deductible	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Fiduciary		201512069DONPO	10/01/2015	10/01/2016	\$1,000,000 Limit NIL Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Diversion Program. City of Huntington Beach, its elected or appointed officials, agents, officers, employees, and volunteers are named additional insured with respect to the operations of the named insured per the attached CG 2010 endorsement. Form NIAC-E61 08 12 provides Primary & Non-Contributory for Public Entities.

APPROVED AS TO FORM

MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

## CERTIFICATE HOLDER

## CANCELLATION

City of Huntington Beach Police  
Department  
2000 Main St  
Huntington Beach, CA 92649-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jack Rice*

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COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

## SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Huntington Beach, it's elected or appointed officials, agents, officers, employees, and volunteers.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.



POLICY NUMBER: 201512069NPO

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard".

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE**.
  - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



# CITY OF HUNTINGTON BEACH

## Professional Service Approval Form

### PART I

Date: 3/22/2016 Project Manager Name: Lt. G. Svendsbo  
 Requested by Name if different from Project Manager: Lt. G. Svendsbo  
 Department: Police

RECEIVED  
 MAR 25 2016  
 Finance Department

PARTS I OF THE PROFESSIONAL SERVICES CONTRACTS APPROVAL FORM MUST BE COMPLETED BY THE REQUESTING DEPARTMENT AND SIGNED BY THE CITY MANAGER, FOR APPROVAL, BEFORE PROCEEDING WITH THE SOLICITATION OR CONTRACT PROCESS. PART I MUST BE FILED WITH ALL APPROVED CONTRACTS.

- 1) Briefly provide the purpose for the agreement:  
 This program provides short-term diversion and early intervention services to youth ages 18 and under who are exhibiting pre-delinquent, emotional, behavioral or school-related problem behaviors. This program also provides services to youth that are victims of abuse and sexual assault. A comprehensive approach is desired, which should include individual, family and group counseling, anger management groups, drug, alcohol and tobacco education groups, victim restitution, community service hours, legal awareness workshops, crisis intervention and resource and referral linkage.
- 2) Estimated cost of the services being sought: \$100,000 (FY16/17), \$100,000 (FY17/18), & \$100,000 (FY 18/19).
- 3) Are sufficient funds available to fund this contract? ☒ Yes ☐ No  
 If no, please explain: Funds will be requested during the budget preparation for FY 16/17, FY 17/18 and FY 18/19.

- 4) Check below how the services will be obtained:  
☒ A Bid solicitation process in accordance to the MC 3.03.060 procedures will be conducted.  
☐ MC 3.03.08(b) - Other Interagency Agreement procedure will be utilized.  
☐ MC 3.03.08 - Contract Limits of \$30,000 or less exempt procedure will be utilized.
- 5) Is this contract generally described on the list of professional service contracts approved by the City Council? If the answer to this question is "No," the contract will require approval from the City Council.) ☒ Yes ☐ No

\_\_\_\_\_  
 Fiscal Services Manager Signature (Purchasing Approval) 3-24-16  
Date

- 6) Amount, Business Unit (8 digits) and Object Code (5 digits) where funds are budgeted  
 (Please note that a budget check will occur at the object code level):

Account number	Contractual Dollar Amount			
Business unit. object #	Fiscal Year 16/17	Fiscal Year 17/18	Fiscal Year 18/19	Fiscal Year
10070203.69365	\$100000	\$100000	\$100000	\$

\_\_\_\_\_  
 Budget Approval 3/25/2016  
Date

\_\_\_\_\_  
 Department Head Signature(s) 3-23-16  
Date

\_\_\_\_\_  
 Director of Finance's Signature 3/28/16  
Date

\_\_\_\_\_  
 Assistant City Manager's Signature 4-7-16  
Date

APPROVED ☒ DENIED ☐  
 \_\_\_\_\_  
 City Manager's Signature 4-12-16  
Date



# City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648  
(714) 536-5227 ♦ [www.huntingtonbeachca.gov](http://www.huntingtonbeachca.gov)

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**Office of the City Clerk**  
Robin Estanislau, City Clerk

Ronnetta Johnson, Executive Director  
Community Service Programs, Inc.  
1221 East Dyer Road – Suite 120  
Santa Ana, CA 92705

Dear Ms. Johnson:

Enclosed for your records is a copy of the fully executed "Professional Services Contract Between the City of Huntington Beach and Community Service Programs, Inc. for Management of Juvenile Diversion Program;" and, "Professional Services Contract Between the City of Huntington Beach and Community Service Programs, Inc. for Management of Gang Prevention and Intervention Program."

Sincerely,

Robin Estanislau, CMC  
City Clerk

RE:pe

Enclosure

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*Sister Cities:* Anjo, Japan ♦ Waitakere, New Zealand

