

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND PAVING GREAT FUTURES FOR VIOLENCE PREVENTION AND  
INTERVENTION SERVICES**

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**SERVICES AGREEMENT**

This Agreement is entered into by and between the City of San Diego, a municipal corporation (City), and Paving Great Futures, a Nonprofit Public Benefit Corporation (Contractor) (collectively, the Parties).

**RECITALS**

A. City has received a grant (CalVIP Grant) from the State of California, Board of State and Communication Corrections, to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member involved homicides, shootings, and aggravated assaults. As part of the CalVIP Grant, the City will administer the Peacemaker Project to achieve this goal and will provide to reduce the incidence of homicides, shootings, and aggravated assaults by primarily focusing on providing violence intervention services to the small segment of the populations that is identified as having the highest risk of perpetrating or being victimized by violence in the near future, as further described in the Scope of Services (Services), attached hereto as Exhibit A. Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

B. City and Contractor wish to enter into an agreement whereby City will retain Contractor to provide the Services.

C. Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

D. Pursuant to SDMC section 22.3210, on December 27, 2023, the Purchasing Agent, certified that this Agreement is exempt from competitive bidding requirements because this Agreement furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE 1  
CONTRACTOR SERVICES**

**1.1 Scope of Services.** Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

**1.2 Contract Administrator.** The Office of Boards and Commissions (Department) is the Contract Administrator for this Agreement. The Contract Administrator's contact information is as follows:

Office of Boards and Commissions  
202 C Street, 11<sup>th</sup> Floor  
San Diego, CA 92101  
[cwarrendarby@sandiego.gov](mailto:cwarrendarby@sandiego.gov)  
(619) 533-3940

**1.3 General Contract Terms and Provisions.** This Agreement incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B. This Agreement also incorporates by reference all terms and conditions required for subcontractors contained in the Standard Agreement between the City and Board of State and Community Corrections, Agreement Number BSC1102-22, attached hereto as Exhibit D

**1.4 Submittals Required with the Agreement.** Contractor is required to submit all forms and information listed in Exhibit C before this Agreement is executed.

**1.5 Reserved**

**ARTICLE 2  
DURATION OF AGREEMENT**

**2.1 Effective Date.** This Agreement shall be effective on the date is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**2.2 Agreement Term.** This Agreement shall be for a term beginning on October 1, 2022 and extending through December 31, 2025. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

**ARTICLE 3  
COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Contractor for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$450,000.00.

**3.2 Annual Appropriation of Funds.** Contractor acknowledges that the Agreement Term may extend over multiple City fiscal years, and Contractor understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for

and authorizing such work and compensation for those fiscal years. City may terminate the Agreement if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

**ARTICLE 4**  
**CONTRACT DOCUMENTS**

**4.1 Contract Documents.** This Agreement, including its exhibits, constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

**4.2 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR  
Paving Great Futures

CITY OF SAN DIEGO  
A Municipal Corporation

By: *Marlon Griffin*  
Marlon Griffin (Jul 8, 2024 13:05 PDT)

By: *CAbarca*

Name: Marlon Griffin

Name: Claudia Abarca

Title: CFO

Director, Purchasing & Contracting

Date: Jul 8, 2024

Date: Jul 12, 2024

Approved as to form this 12<sup>th</sup> day of  
July           , 2024.

MARA W. ELLIOTT, City Attorney

By: *Kathy J. Steinman*  
Kathy J. Steinman (Jul 12, 2024 09:35 PDT)

Deputy City Attorney

Kathy J. Steinman

Print Name

## **EXHIBIT A SCOPE OF SERVICES**

A. The Office of Boards and Commissions/Commission on Gang Prevention and Intervention seeks to:

1. End repeat offenses among the 100 youth/young adults enrolled in the Peacemaker Project (Program), including youth preparators and victims of violent crimes, youth referred by the County of San Diego Probation Department, and young adults re-entering the community post-incarceration.
2. Apply de-escalation strategies to end the cycle of violence following gang-related and youth-engaged incidents of violence.
3. Engage families and close contacts of participants in Program activities and services.

### **B. REQUIREMENTS AND TASKS**

Paving Great Futures paves the way to healthy and productive futures for these communities by providing essential opportunities for personal and professional growth, with activities focused on six core competencies: Entrepreneurship, Job Readiness, Financial Literacy, Personal Responsibility and Life Skills, Community Service, and Civic Engagement. By providing a comprehensive roster of training programs, paired with wraparound services like one-on-one mentoring, job placement, social rehabilitation, food assistance, and housing assistance, Contractor empowers San Diego's disenfranchised minority communities to embrace productive leadership roles and create lasting change for themselves, their families, and society at large.

### **C. CONTRACTOR ROLES AND RESPONSIBILITIES**

With respect to all services provided to the Department, Contractor will fulfill the following operational roles and responsibilities:

**Jarasion Bowser - Chief Executive Officer (CEO):** CEO will have main oversight of the Program and set the overall strategic direction of the Program in conjunction with the COO. Services billed under this job description must be directly related to services provided by for this Program and not any services related to any non-Program matters.

**Janell Davis - Chief Operating Officer (COO):** COO will serve as the primary point of contact for the Program and will assume overall responsibility for its successful execution. COO will provide strategic oversight and guidance for the Program throughout its duration. Services billed under this job description must be directly related to services provided by for this Program and not any services related to any non-Program matters.

**Marlon Griffin - Chief Financial Officer (CFO):** Marlon will work closely with COO in overseeing the Project's financial aspects, ensuring that resources are effectively allocated and

financial objectives are met. Services billed under this job description must be directly related to services provided by for this Program and not any services related to any non-Program matters.

**[To Be Determined] Data Analyst:** Data Analyst will be responsible for monitoring, evaluating, and tracking data related to the Program and CalVIP grant. The Data Analyst will play a crucial role in assessing the Program's performance and making data-driven recommendations. Services billed under this job description must be directly related to services provided by for this Program and not any services related to any non-Program matters.

**Dalaina Bowser - Financial Analyst:** Financial Analyst will be responsible for handling all invoicing and preparing comprehensive financial reports. Her expertise will ensure that the financial aspects of the Program are meticulously managed. Services billed under this job description must be directly related to services provided by for this Program and not any services related to any non-Program matters.

**[To Be Determined] - Care Advocate:** The Care Advocate will be responsible for managing Program participant cases. The Care Advocate will provide essential support and guidance to Program participants, ensuring their needs are met. Services billed under this job description must be directly related to services provided by for this Program and not any services related to any non-Program matters.

**Tony Sibaja - Accounting Clerk:** TAcounting Clerk will take charge of the accounting and bookkeeping functions for the Cal Vip Programming, ensuring that financial transactions are accurately recorded and organized. Services billed under this job description must be directly related to services provided by for this Program and not any services related to any non-Program matters.

**Jonas Royster - Program Facilitator:** Program Facilitator will be responsible for planning, coordinating and running the Program's weekly sessions and administering the curriculum of the Program. Services billed under this job description must be directly related to services provided by for this Program and not any services related to any non-Program matters.

#### D. DEPARTMENT'S GENERAL ROLES AND RESPONSIBILITIES

The Commission on Gang Prevention and Intervention/Office of Boards and Commission will provide oversight of CalVIP programming in addition to routing referrals from the Commission to the community-based organization.

E. PRICING SCHEDULE

Contractor shall provide a monthly invoice for expenses incurred to provide the Services as stated herein. Invoices shall detail the Services provided, location, the total number of participants, and if available, the demographics of the youth that participated in the Program. The hourly rates shall be all-inclusive, encompassing all costs associated with the performance of this Agreement. Contractor is responsible for notifying the City when 80% of the max compensation amount has been rendered.

<b>Classification</b>	<b>Unit Price</b>
Chief Executive Officer	\$47.12
Chief Operating Officer	\$47.12
Chief Financial Officer	\$47.12
Financial Analyst	\$34.30
Accounting Clerk	\$36.74
Data Analyst	\$35.99
Care Advocate	\$37.03
Program Facilitator	\$78.49

**EXHIBIT B**  
**CITY OF SAN DIEGO'S GENERAL TERMS AND PROVISIONS**

**EXHIBIT B**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## ARTICLE I SCOPE AND TERM OF CONTRACT

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II CONTRACT ADMINISTRATOR

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

**EXHIBIT C**  
**CITY REQUIRED FORMS**

Contractor Standards Pledge of Compliances

Insurance Certificates with all endorsements

Taxpayer Identification Form W-9 (if not currently on file)

IRS Letter of Non-Profit 501(c) (3) Status

Living Wage Certification Form or Living Wage Exemption Form (if applicable)

**EXHIBIT C**  
**CITY REQUIRED FORMS**

Contractor Standards Pledge of Compliance form

Business Tax Certificate (if applicable)

Insurance Certificates with all endorsements

Taxpayer Identification form W-9 (if not currently on file)

IRS Letter of Non-Profit 501(c) (3) Status

Living Wage Certification form or approved Living Wage Exemption form (if applicable)

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

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**B. BIDDER/PROPOSER INFORMATION:**

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

  

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

  

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 **Yes**       **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 **Yes**       **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 **Yes**       **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  **Yes**       **No**

If **Yes**, after what date: \_\_\_\_\_

Is your firm a publicly traded corporation?  **Yes**  **No**

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  **Yes**  **No**

If **Yes**, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

**Yes**       **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

**Yes**       **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: \_\_\_\_\_ Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

**Yes**       **No**

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

**Yes**             **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

**Yes**             **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

**Yes**             **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

**Yes**             **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

**Yes**             **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

**Yes**             **No**

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**?  **Yes**             **No**            If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Paving Great Futures DATE: 7/27/23

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	2	1		1										
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support	2	1	1											
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	4	2	1	1										
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**Grand Total All Employees**

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0													
----------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors	4													
Volunteers	50+													
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
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**Grand Total All Employees**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

# Exhibit D

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1102-22**

PURCHASING AUTHORITY NUMBER (If Applicable)

**BSCC-5227**

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**City of San Diego**

2. The term of this Agreement is:

START DATE

**OCTOBER 1, 2022**

THROUGH END DATE

**DECEMBER 31, 2025**

3. The maximum amount of this Agreement is:

**\$3,651,862.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	California Violence Intervention & Prevention Grant Request for Proposals	*
Attachment 2	CalVIP Grant Proposal	29
Appendix A	CalVIP Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

\* This item is hereby incorporated by reference and can be viewed at: [http://www.bscc.ca.gov/s\\_cpqpcalvipgrant/](http://www.bscc.ca.gov/s_cpqpcalvipgrant/)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**The City of San Diego**

CONTRACTOR BUSINESS ADDRESS

202 C Street 11<sup>th</sup> floor

CITY

San Diego

STATE

CA

ZIP

92101

PRINTED NAME OF PERSON SIGNING

Chida Warren-Darby

TITLE

Director of Appts./Boards and Commission

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

12/19/22

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – CALIFORNIA VIOLENCE AND INTERVENTION (CaVIP) GRANT

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of San Diego (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Year 2021-22 State Budget includes funding in the amount of \$209 million for the California Violence Intervention and Prevention (CaVIP) Grant Program, to be administered by the Board of State and Community Corrections (BSCC). California cities that are disproportionately impacted by violence and the community-based organizations that serve the residents of those cities are eligible to apply for CaVIP grant funding.

The purpose of the CaVIP Grant is to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member involved homicides, shootings, and aggravated assaults (Penal Code Sec. 14131(b)).

B. Grantee agrees to administer the project in accordance with Attachment 1: CaVIP Request for Proposals (incorporated by reference) and Attachment 2: CaVIP Grant Proposal, which are attached hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Chida Warren-Darby  
Title: Director of Appointments/ Boards and Commissions  
Address: 202 C Street 11<sup>th</sup> Floor, San Diego, CA 92101  
Phone: (858) 298-1124  
Email: cwarrendarby@sandiego.gov

**Designated Financial Officer** authorized to receive warrants:

Name: Matthew Vespi  
Title: Chief Financial Officer  
Address: 202 C Street 9A, San Diego, CA 92101  
Phone: (619) 236-6218  
Email: mvespi@sandiego.gov

**Project Director** authorized to administer the project:

Name: Pastor Jesus Sandoval  
Title: Executive Director  
Address: 1200 Third Ave., Ste. 924, MS 56-G, San Diego, CA 92101  
Phone: (619) 549-3782  
Email: JSandovalH@sandiego.gov

## EXHIBIT A: SCOPE OF WORK

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: CalVIP Request for Proposals and Attachment 2: CalVIP Grant Proposal.

### 5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

#### Quarterly Progress Report Periods

1. October 1, 2022 to December 31, 2022
2. January 1, 2023 to March 31, 2023
3. April 1, 2023 to June 30, 2023
4. July 1, 2023 to September 30, 2023
5. October 1, 2023 to December 31, 2023
6. January 1, 2024 to March 31, 2024
7. April 1, 2024 to June 30, 2024
8. July 1, 2024 to September 30, 2024
9. October 1, 2024 to December 31, 2024
10. January 1, 2025 to March 31, 2025
11. April 1, 2025 to June 30, 2025

#### Due no later than:

- February 15, 2023
- May 15, 2023
- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025

#### B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

#### Due no later than:

- April 3, 2023
- December 31, 2025

#### C. Other

- Financial Audit Report

#### Due no later than:

- December 31, 2025

### 6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

## **EXHIBIT A: SCOPE OF WORK**

- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

### **7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the CalVIP Executive Steering Committee (See Appendix A) from receiving funds from the CalVIP grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the CalVIP ESC membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the CalVIP ESC.
- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

### **8. FINANCIAL AUDIT**

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, December 31, 2025. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

#### Monthly Invoicing Periods:

1. September 1, 2022 to September 30, 2022
2. October 1, 2022 to October 31, 2022
3. November 1, 2022 to November 30, 2022
4. December 1, 2022 through December 31, 2022
5. January 1, 2023 to January 31, 2023
6. February 1, 2023 to February 28, 2023
7. March 1, 2023 to March 31, 2023
8. April 1, 2023 to April 30, 2023
9. May 1, 2023 to May 31, 2023
10. June 1, 2023 to June 30, 2023
11. July 1, 2023 to July 31, 2023
12. August 1, 2023 to August 31, 2023
13. September 1, 2023 to September 30, 2023
14. October 1, 2023 to October 31, 2023
15. November 1, 2023 to November 30, 2023
16. December 1, 2023 to December 31, 2023
17. January 1, 2024 to January 31, 2024
18. February 1, 2024 to February 29, 2024
19. March 1, 2024 to March 31, 2024
20. April 1, 2024 to April 30, 2024
21. May 1, 2024 to May 31, 2024
22. June 1, 2024 to June 30, 2024
23. July 1, 2024 to July 31, 2024
24. August 1, 2024 to August 31, 2024
25. September 1, 2024 to September 30, 2024
26. October 1, 2024 to October 31, 2024
27. November 1, 2024 to November 30, 2024
28. December 1, 2024 to December 31, 2024
29. January 1, 2025 to January 31, 2025
30. February 1, 2025 to February 28, 2025
31. March 1, 2025 to March 31, 2025
32. April 1, 2025 to April 30, 2025
33. May 1, 2025 to May 31, 2025
34. June 1, 2025 to June 30, 2025

#### Due no later than:

- November 15, 2022  
December 15, 2022  
January 15, 2023  
February 15, 2023  
March 15, 2023  
April 15, 2023  
May 15, 2023  
June 15, 2023  
July 15, 2023  
August 15, 2023  
September 15, 2023  
October 15, 2023  
November 15, 2023  
December 15, 2023  
January 15, 2024  
February 15, 2024  
March 15, 2024  
April 15, 2024  
May 15, 2024  
June 15, 2024  
July 15, 2024  
August 15, 2024  
September 15, 2024  
October 15, 2024  
November 15, 2024  
December 15, 2024  
January 15, 2025  
February 15, 2025  
March 15, 2025  
April 15, 2025  
May 15, 2025  
June 15, 2025  
July 15, 2025  
August 15, 2025

#### Final Invoicing Periods\*:

35. July 1, 2025 to July 31, 2025
36. August 1, 2025 to August 31, 2025
37. September 1, 2025 to September 30, 2025
38. October 1, 2025 to October 31, 2025

#### Due no later than:

- September 15, 2025  
October 15, 2025  
November 15, 2025  
December 15, 2025

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- |   |                   |
|---|-------------------|
| 39. November 1, 2025 to November 30, 2025 | January 15, 2026  |
| 40. December 1, 2025 to December 31, 2025 | February 15, 2026 |

*\*Note: Project activity period ends June 30, 2025. The period of July 1, 2025 to December 31, 2025 is for completion of Final Local Evaluation Report and financial audit only.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, June 30, 2025, and included on the invoice due August 15, 2025. Project expenditures incurred after June 30, 2025 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2025. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 1, 2025 to December 31, 2025, must be submitted during the Final Invoicing Period(s), with the final invoice due on February 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by December 31, 2025. Expenditures incurred for the completion of the financial audit during the period of July 1, 2025 to December 31, 2025, must be submitted during the Final Invoicing Periods, with the final invoice due on February 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

### **2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

### **3. BUDGET CONTINGENCY CLAUSE**

- A. This grant agreement is valid through CalVIP funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 129 (Statutes of 2021, Chapter 21), also known as the California Budget Act of 2021. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If CalVIP funding is reduced or falls below estimates contained within the CalVIP Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC’s Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

**7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**8. PROJECT BUDGET**

<b>BSCC Budget Line Item</b>	<b>A. Grant Funds</b>	<b>B. Match</b>	<b>C. Total (A+B)</b>
1. Salaries and Benefits	\$0	\$806,280	\$806,280
2. Services and Supplies	\$16,500	\$0	\$16,500
3. Health and Wellness	\$0	\$6,150	\$6,150
4. Professional Services or Public Agency Subcontracts	\$0	\$750,000	\$750,000
5. Non-Governmental Organization (NGO) Subcontracts	\$3,292,500	\$1,706,246	\$4,998,746
6. Equipment/Fixed Assets	\$0	\$0	\$0
7. Project Evaluation	\$270,482	\$0	\$270,482
8. Financial Audit	\$25,000	\$0	\$25,000
9. Other (Travel, Training, etc.)	\$47,380	\$18,000	\$65,380
10. Indirect Costs	\$0	\$365,186	\$365,186
<b>TOTALS</b>	<b>\$3,651,862</b>	<b>\$3,651,862</b>	<b>\$7,303,724</b>

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

## **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

- A. Compliance with Laws and Regulations  
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations  
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses  
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the CalVIP RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
  - 1) Books and Records

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

### **2) Access to Books and Records**

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

## **4. PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

## **5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, December 31, 2025. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

## **6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Proposal.

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Proposal, or approved modifications;
  - 3) failure to provide the required local match share of the total project costs; and
  - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **9. UNION ACTIVITIES**

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

### **10. WAIVER**

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

# California Violence Intervention and Prevention (CalVIP) Grant Proposal

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## CalVIP Proposal Cover Sheet

**Submitted by:**

CITY OF SAN DIEGO

**Grant Dollars Requested:**

\$3,651,862

**Date Submitted:**

7/15/2022

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## CalVIP Proposal Checklist

A complete proposal package for funding under the CalVIP Grant Program must contain the following items:

	<b>Required Items:</b>	X
1	Completed Cover Sheet (previous page)	<input checked="" type="checkbox"/>
2	CalVIP Proposal Checklist (this page) <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory or E-signature (no stamped signatures)</li> </ul>	<input checked="" type="checkbox"/>
3	Applicant Information Form <ul style="list-style-type: none"> <li>Originally signed in blue ink by the authorized signatory or E-Signature (no stamped signatures)</li> </ul>	<input checked="" type="checkbox"/>
4	Proposal Narrative <ul style="list-style-type: none"> <li>12 pages or fewer</li> <li>Optional: 1-page bibliography (not counted toward 12 pages)</li> </ul>	<input checked="" type="checkbox"/>
5	Budget Attachment (includes Budget Tables and Narrative) <ul style="list-style-type: none"> <li>4 pages or fewer</li> </ul>	<input checked="" type="checkbox"/>
	<b>Required Attachments for All Applicants:</b>	
6	Letters of Commitment from Key Partners, if applicable (Appendix E)	<input checked="" type="checkbox"/>
7	Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds (Appendix C) <ul style="list-style-type: none"> <li>Originally signed in blue ink or e-signed by the authorized signatory (no stamped signatures)</li> </ul>	<input checked="" type="checkbox"/>
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix I) <ul style="list-style-type: none"> <li>Originally signed in blue ink or e-signed by the authorized signatory (no stamped signatures)</li> </ul>	<input checked="" type="checkbox"/>
9	CalVIP Project Work Plan (Appendix K)	<input checked="" type="checkbox"/>
	<b>Optional:</b>	
10	Governing Board Resolution (Appendix G) Note: The Governing Board Resolution or other documentation of signing authority is due prior to Grant Award Agreement, <u>not</u> at time of proposal submission.	

I have reviewed this checklist and verified that all required items are included in this proposal packet. *Originally signed in blue ink or e-signed by the authorized signatory (no stamped signatures)*

X

  
Applicant Authorized Signature (see Applicant Information Form, item P, next page)

**\* Attachments other than those listed above will be removed from the proposal and not considered during the proposal evaluation process.**

# CalVIP Applicant Information Form

<b>A. APPLICANT:</b>		<b>B. TAX IDENTIFICATION NUMBER:</b>	
NAME OF APPLICANT City of San Diego		TAX IDENTIFICATION # 956000-776	
STREET ADDRESS Office of Mayor Todd Gloria 202 Street., 11 <sup>th</sup> Floor	CITY San Diego	STATE CA	ZIP CODE 92101
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
APPLICANT TYPE: <input type="checkbox"/> COMMUNITY-BASED ORGANIZATION (CBO) <input checked="" type="checkbox"/> CITY			
<b>C. CBO APPLICANTS ONLY – LOCATION OF RESIDENTS RECEIVING SERVICES (MUST BE CITY OR CITIES LISTED IN TABLE 1):</b>			
<b>D. CBO APPLICANTS ONLY – LIST ANY APPLICATIONS WHERE YOU ARE NAMED AS A SUB-RECIPIENT</b>			
<b>E. PROJECT TITLE:</b>	Peacemaker Project		
<b>F. STRATEGY TO BE IMPLEMENTED:</b>	De-escalation tactics, mentoring, and wraparound services		
<b>G. PROJECT SUMMARY (100-150 words):</b>			
The Peacemaker Project has three goals: (1) To reduce homicides, shootings, and aggravated assaults in the City of San Diego; (2) To improve the capacity of City of San Diego community-based organizations to effectively address gang-related youth violence, and (3) To institutionalize policies and procedures effective in reducing gang-related, youth-engaged violence. The City of San Diego and its non-profit partners will implement the violence prevention and intervention grant with at least 300 high-risk youth and their families, reaching well over 1,000 residents.			
<b>G. KEY PARTNER AGENCIES (if applicable):</b>	Union of Pan Asian Communities	Letter of Commitment: <input checked="" type="checkbox"/>	
	San Ysidro Health Center	Letter of Commitment: <input type="checkbox"/>	
	Mothers with a Message	Letter of Commitment: <input checked="" type="checkbox"/>	
	Paving Great Futures	Letter of Commitment: <input checked="" type="checkbox"/>	
	Open Heart Leaders	Letter of Commitment: <input checked="" type="checkbox"/>	
	Community Wraparound	Letter of Commitment: <input checked="" type="checkbox"/>	
	Joan B. Kroc Institute for Peace & Justice	Letter of Commitment: <input checked="" type="checkbox"/>	
<b>H. TYPE OF PROJECT:</b>	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> ENHANCEMENT <input type="checkbox"/> EXPANSION		
<b>I. GRANT FUNDS REQUESTED:</b>	\$ 3,651,862	<b>J. MATCH FUNDS:</b>	\$ 3,651,862
<b>K. CITY APPLICANTS ONLY – PASS-THROUGH AMOUNT:</b>	\$ 2,250,000	<b>62%</b>	
<b>L. PROJECT DIRECTOR:</b>			
NAME Jesus Sandoval	TITLE Executive Director, Commission on Gang Prevention and Intervention	TELEPHONE NUMBER (direct line) 619-236-6790	
STREET ADDRESS 1200 Third Ave. Suite 924	CITY San Diego		
STATE CA	ZIP CODE 92101	EMAIL ADDRESS jsandovalh@sandiego.gov	
<b>M. FINANCIAL OFFICER:</b>			
NAME Ambar Gutierrez	TITLE Interim Principal Accountant	TELEPHONE NUMBER (direct line) 619-533-6297	
STREET ADDRESS Department of Finance, 202 C Street, 8 <sup>th</sup> Floor	CITY San Diego		

STATE CA	ZIP CODE 92101	EMAIL ADDRESS aagutierrez@sandiego.gov
PAYMENT MAILING ADDRESS (if different)	CITY	STATE ZIP CODE

**N. DAY-TO-DAY PROGRAM CONTACT:**

NAME Jesus Sandoval	TITLE Executive Director, Commission on Gang Prevention and Intervention	TELEPHONE NUMBER (direct line) 619-236-6790
STREET ADDRESS 1200 Third Ave. Suite 924	CITY San Diego	
STATE CA	ZIP CODE 92101	EMAIL ADDRESS jsandovalh@sandiego.gov

**O. DAY-TO-DAY FISCAL CONTACT:**

NAME Sonja Mack	TITLE Associate Management Analyst	TELEPHONE NUMBER (direct line) 619-533-3446
STREET ADDRESS 1200 Third Ave. Suite 924	CITY San Diego	
STATE CA	ZIP CODE 92101	EMAIL ADDRESS symack@sandiego.gov

**P. AUTHORIZED SIGNATURE\*:**  
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.

NAME OF AUTHORIZED OFFICER Chida Warren-Darby	TITLE Director of Appointments/Boards and Commissions	TELEPHONE NUMBER 619-533-3940
STREET ADDRESS Office of Mayor Todd Gloria 202 St., 11 <sup>th</sup> Floor	CITY San Diego	STATE ZIP CODE CA 92101
EMAIL ADDRESS cwarrendarby@sandiego.gov		
SIGNATURE (Blue Ink or E-signature only) 		DATE 7/15/2022

\* Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

## CalVIP Proposal Narrative

### 1. Description of Community Need

The City of San Diego is the nation's 8<sup>th</sup> largest city with a 2021 population of 1.38 million people across nine city council districts over 372 mi<sup>2</sup>. Uniquely situated along the U.S.-Mexico border, the San Diego Police Department (SDPD) and its regional law enforcement counterparts routinely deal with gang activity, human trafficking and drug smuggling and the impact on the community. Headlines like this one from last week's *San Diego Union-Tribune* have become all too familiar: "14-Year-Old Fatally Shot in City Heights". The local media has been reporting on hundreds of similar incidents over the last several years.

This particular shooting occurred in broad daylight in the Mid-City area within Council District 9. In 2021, there were **5,875** total incidents of violent crime logged by SDPD; 7.5% or **439** were committed by youth. Since the beginning of 2022, SDPD has responded to 23 homicides and 1,695 aggravated assaults, a trend that puts the City on track to show a slight *decrease* in these crimes. This may be a sign that new, intensified prevention and intervention efforts by the City and its community-based organization (CBO) partners are starting to work. Incidents of violent crime varied widely across the San Diego, with the lowest numbers in wealthier, predominantly white communities in the north (Districts 1 & 5 experienced **309** incidents) and higher numbers in low-income communities of color (Districts 4, 8 & 9 had **1,254**). (1) Violent crime incidence is related to an array of intertwined characteristics, including population density, household income, employment, and education. (2)

U.S. Census estimates show that wealthier communities in northern San Diego have population densities of 1,000-5,000 people/mi<sup>2</sup>, average household incomes of \$164,448, and an unemployment rate of 3.38%, while the southern and inner-city areas (Districts 4, 8 and 9) have population densities of 10,000-28,000/mi<sup>2</sup>, with incomes of \$70,270 and unemployment at 5.25%. In other words, poverty, crowding and joblessness collectively contribute to crime. Another key factor is education. Again, residents in poorer areas of San Diego have far lower levels of educational attainment – about *half* of adults (ages 25+) in inner-city districts have no more than a high school

education compared to 9.8% in wealthier communities. In addition, about 12% of 18-24-year-olds in lower income areas lack a high school diploma or GED. (3,4)

Perhaps the biggest difference between the “haves” and “have nots” in San Diego is the presence of gangs. The Attorney General’s Annual CalGang Report for 2021 shows 2,057 gang members in the City of San Diego (5); city records indicate that most members reside in the inner-city and border areas. The impact of gang related violence is devastating to entire communities. As residents are caught in the cross fire of shootings, enduring emotional trauma is inflicted on entire neighborhoods. Families feel unable to protect their children, businesses feel besieged, and schools become fortresses.

In response, the City’s **Commission on Gang Prevention and Intervention** (Commission) and its partner agencies facilitated community discussions about the rippling effects of gang violence. We learned more about the role trauma plays in individual responses and community reactions, affecting the health, well-being and academic success of San Diego’s youth, and the safety and vitality of their neighbors. During these discussions, families devastated by crime and loss, faith-based leaders, volunteers, and residents all identified access to mental health care and other support services as the primary needs for youth and families in high-risk communities.

For this reason, the City of San Diego and its partners have designed the proposed **Peacemaker Project** to provide violence prevention and intervention services that are grounded in trauma informed care, culturally competence, and aligned with restorative justice principles. During the 30-month intervention the program will serve at least **300** youth and young adults as well as their close family and friends, reaching well over 1,000 San Diegans in all. Program participants will be identified and selected from three different sources: (1) youth-involved violent **incident reports** from the community (e.g. law enforcement, community members, the media), (2) **referrals** from County Probation, and (3) **requests** from families for post-incarceration re-entry support. In addition, the project will work with 2-1-1 San Diego to list Peacemakers in its directory so community members know how to request a mobile response team.

From crime data analysis and field experience the Commission has determined that these three groups are at highest risk of perpetrating violence or being affected by it.

Yet the Peacemaker Project cannot reach every youth/family that meet the entry criteria. Multiple CBOs in San Diego have experience serving high-risk youth and their families; some will be engaged in implementing the proposed project while others will implement similar programs with other San Diego youth using matching grant funds.

The Peacemaker Project aims to prevent youth-involved, gang-related violence. It's too late for Enrique Medina, the Mid-City youth who was bound for high school and dreamed of becoming a boxer. Our work is now focused on his three older sisters who demand justice for the shooting of their baby brother. Pastor Jesus Sandoval, Executive Director of the Commission, and program's proposed Project Director, immediately activated a mobile response team to support the Medina family by coordinating a candlelight vigil and arranging the memorial. He then employed de-escalation strategies to prevent retaliatory violence. One by one, as youth are identified, triaged, and assigned to a CBO for individualized support, the Peacemaker Project will help make San Diego a safer and healthier place to live.

## 2. Project Description

The federal Office of Juvenile Justice and Delinquency Prevention suggests that communities use a strategy now called Group Violence Intervention (GVI) for youth who are heavily involved in gang related crimes and young adults live the gang lifestyle. GVI strategy outcomes have demonstrated that violent crime can be dramatically reduced when law enforcement, community members, and social service providers join together to engage directly with street groups to communicate the following: (a) a law enforcement message that any future violence will be met with clear, predictable, and certain consequences; (b) a moral message from community representatives that violence will not be tolerated; and (c) an offer of help from social service providers for those who want it. The strategy may appear unusual, but GVI is now a well-documented approach to reducing serious violence. Not only is the strategy based on common sense and practical experience, but it also subscribes to the basic logic of what drives serious violence by using practices known as "focused deterrence" and "procedural justice". (5)

As described in "*A Strategic Collaborative Approach to Impacting Gang Violence:*

*The Community Focused Youth Empowerment Initiative*”, the 2015-2020 Strategic Action Plan of the Commission (7), four groups of youth should be targeted for combating gangs. The GVI focuses on the top two groups of the pyramid. Members of group 1, **serious and chronic offenders**, are candidates for targeted enforcement and intensive support efforts because of their high level of involvement in crime and violent gangs. While they may represent as few as 4-8% percent of offenders, these individuals may account for the majority of all adolescent crimes in some communities. Members of group 2, **gang involved youth**, are candidates for intensive treatment services and supervision. Evidence and experience show that a small number of people in street groups cause the majority of violence in troubled neighborhoods. The internal dynamics of the groups and the honor code of the street drive violence between those groups and individuals. The group members typically constitute less than 0.5 percent of a city’s population but are consistently linked to 60%-70% of shootings and homicides.

Recognizing and approaching this small percentage of youth and young adults in San Diego using the GVI strategy concentrates intervention efforts on the youth who are most involved; initiates dialogue directly with those who need to hear from their community; and responds both to gang members and the community with services that are trauma informed. Individuals with histories of physical and sexual abuse, who have criminally involved families, and participate in substance misuse, have a significantly higher chance of being incarcerated and experiencing further traumatic events. Many incarcerated individuals come from low-income neighborhoods where they are inundated with illicit substances and gang activity. It is nearly impossible to avoid witnessing physical violence and various other illegal activities. Adaptive skills such as increased vigilance, emotional numbing, increased substance use, and other means of coping with those chaotic environments can become symptoms of PTSD.

For these reasons, the Peacemaker Project will focus on these engaging serious and chronic offenders and gang involved youth using de-escalation tactics and the wraparound service model, while providing a comprehensive array of support services to help youth heal, reject gangs, and avoid criminal behavior – in particular gun violence.

A. **De-escalation Tactics** – The Commission’s Executive Director crafted an

*Incident Timeline* document that outlines a series of action steps in response to a gang-related, youth-involved shooting to prevent retaliatory violence. Performed by City staff, volunteers, and CBO partners, examples of de-escalation tactics include deployment of mobile response teams within 8 hours of violent incidents, delivery of food care packages, candlelight vigils, visits to victims' homes and schools, informal support groups, and referrals to community resources. These in-person contacts put skilled staff on the front lines where they can evaluate the likelihood of additional violence and intervene before it occurs. Pastor Sandoval and his CBO and volunteer partners have followed the *Incident Timeline* for about four years and the strategy appears to be helping. The effort is limited, however, by a lack dedicated funding to train and support CBOs in its use. This strategy will be continued on a much broader scale under the CalVIP grant, and its effectiveness will be evaluated.

**B. Wraparound Services** – The proposed project will apply the Wraparound model (8) of care to address gang-related youth violence. The model uses a strengths-based, needs-driven approach to help youth and their families achieve positive goals and improve well-being. Care Coordinators work with youth/families to develop detailed individual care plans and connect youth and parents to supportive services (see below) and community resources. We estimate 2 out of 3 participants will need wraparound services while other youth and young adults may only require mentorship or case management services post-detention/incarceration. Under the Peacemakers Project, CBOs with expertise in supporting youth at highest risk for violence and their families will provide wraparound services.

**C. Comprehensive Support Services** – If it takes a village to raise a child, it certainly takes a community to fix one. The needs are many and the resources are few amongst youth caught up in gang violence. Below is a list of the types of support services that will be available to Peacemaker participants via our CBO partners:

- Trauma & behavioral health screenings – ACES, PHQ-9, GAD-7, AUDIT-C tools. The majority of youth engaged in existing violence reduction programs have Adverse Childhood Experience Survey (ACES) scores in the moderate to severe range, as well as above average rates of anxiety, depression, and illicit drug use.
- Behavioral health services – Based on screening results, youth and family

members will be connected to mental health and substance abuse services, including grief counseling and treatment for opioid addiction as needed.

- Mentoring – Adults from targeted neighborhoods with lived experience (aka Credible Messengers) will be assigned up to 6 youth for 6 months to provide guidance, emotional support, and life skills instruction.
- Employment – Historically and statistically, high youth unemployment rates puts communities at risk for violence and other negative behaviors. A Commission survey found that a lack of jobs was one of the top five reasons leading youth to gang involvement. Program participants will receive job interviewing/placement support including connections to a paid internship program run by the City.
- Education – More than 1 in 10 youth in low-income areas of San Diego lack a high school diploma or GED, greatly limiting their future. This project will guide youth towards alternative education options including online school to complete high school and consider community college or trade school.
- Positive parenting classes – To help youth heal and thrive requires a supportive family environment. Parents and caregivers will be invited to attend classes on positive parenting and enhancing teen – parent communication.
- Crisis stabilization support – Sometimes a little money can go a long way in overcoming barriers to achieving health and safety. For example, participants may need financial help procuring a CA ID, birth certificate, job interview clothes, or work uniforms; paying college registration fees; or installing doorbell safety cameras. A line item for one-time financial needs of program participants will be included in CBO subcontractors' budgets.

#### Strategies for Sustaining Participation

The individual care plans developed with participants will ask for a minimum 6 month commitment to the program. It has been our experience that frequent (at least weekly) contact between Care Coordinators, Mentors, and participants helps to sustain participation. As an extra incentive for youth on Probation, we hope to make program participation a prerequisite of getting off probation; the County has successfully used this strategy for its credible messenger programs. Finally, informal support groups over dinner can be a big incentive to participate given that (a) teenagers are always hungry

and (b) an estimated 1 in 3 San Diego families are food insecure (9). Food also offers a relaxing environment for program staff, mentors, parents, and youth to bond.

### 3. Organizational Capacity and Coordination

Since 2007, the City of San Diego's Commission on Gang Prevention and Intervention has served as an official advisory body to the Mayor, City Council, and City Manager on policy issues relating to gang prevention and intervention. The Commission's vision is to develop a more strategic, coordinated, and collaborative effort between the City, law enforcement agencies, social service providers, and the general public with the objective of significantly curtailing gang involvement, and its negative impact, in the City of San Diego. The 21-member Commission makes recommendations concerning gang prevention, intervention, diversion, and suppression methods; identifies local, state, and federal funding sources; and addresses other gang-related policy matters. It was the Commission that encouraged the City to submit its first application to BSCC requesting CalVIP resources.

The Commission's Strategic Action Plan for 2013-14 emphasized *collaboration* as a fundamental approach to prevention and intervention of gang-related crime. A broad range of community stakeholders partnered across systems, disciplines and communities to promote initiatives on five key areas: 1) employment training and placement, 2) integration of services, 3) youth activities, 4) early intervention, and 5) collaborative accountability. The City and local CBOs then worked to identify funding to pilot or implement violence reduction programs. Some of these same CBOs have signed onto the Peacemaker Project (see attached letters of commitment).

The proposed project will be spearheaded by Pastor Sandoval, Executive Director of the Commission and a former gang member who has devoted his life to violence prevention. In his role, Pastor Sandoval oversees matters related to community policing and gang-related violence prevention. He is tasked with collaborating with education and faith institutions, law enforcement, community organizations, government officials and the public to develop gang-related prevention/intervention programs for the City.

For the past decade years, the Commission has been working with community residents and faith leaders, walking together through high crime areas at different times

and on a regular basis. This strategy was adopted from other cities including Oakland, CA, New Orleans, LA, and High Point, N.C. The group that performs these services locally is called Community Assistance Support Team (CAST). SDPD officers, community volunteers, and faith leaders walk the neighborhoods, hand out resource information, and answer questions. Increasing access to community resources has emerged as an important focus of these walks. Interactions with residents have shown many are unaware of resources in their own neighborhoods. Volunteers have alerted residents to food distributions opportunities, mental health resources, domestic violence and drug rehab programs, gun violence restraining orders, and safe firearm storage, as well as gaining insights from community members.

By employing techniques of de-escalation support, conflict resolution, retaliation prevention, in-hospital spiritual care, in-home support and advocacy, CAST has brought quality community support to individuals and families impacted by violence. The group's commitment and credibility have helped to shape a proactive, relevant response to neighborhoods in crisis. Their efforts have been highlighted by local media including KPBS radio, Fox News and the Voice of San Diego newspaper.

The Commission's 2015-2020 Strategic Action Plan, "*A Strategic Collaborative Approach to Impacting Gang Violence: The Community Focused Youth Empowerment Initiative*" recommended that the Mayor and City Council endorse the initiative that aims to increase safety, provide opportunities that give hope to young people, and support the implementation of services for high need offenders. The strategic plan's actions and recommendations were grouped under three core strategies: (1) Prevention – from preschool education to after-school activities, (2) Intervention – workforce readiness, employment, and positive youth development, and (3) High Risk Engagement – in particular Gang Violence Intervention (GVI) strategies for the hardest to serve.

The Initiative drove the development of a pilot program called "No Shots Fired" in 2021, designed to prevent violence before it starts by providing outreach and services to known gang members. The collaborative effort between the Commission, SDPD, faith leaders, and CBOs gives gang members the opportunity to get out of that lifestyle. Now part of the City's annual budget, No Shots Fired will exist in tandem with the proposed project, delivering services to a separate list of youth and families.

Like cities across the nation, San Diego has experienced significant increases in racial division, hate crimes, and a flood of firearms on city streets. In the first two months of this year alone, SDPD recovered 372 guns, including 77 untraceable "ghost guns". It was under this landscape that the Commission produced its 2021-24 Tactical Plan that focuses on prevention, intervention, and engagement of high-risk youth. Commissioners recommended that the City increase coordination between law enforcement, social services, and public health entities; conduct outreach and education in schools and communities to establish mentorship programs; combine evidence-based curricula with lived experiences; and engage the family. The tactical plan also calls for integration of restorative and trauma-informed practices, mobilization of violence response groups, behavioral health services for trauma and addiction, re-entry services and resources. The Plan also designates two positions on the Commission for high-risk youth, providing ongoing opportunities for members of the target audience to offer feedback on strategies and activities.

Combining this experience with that of our CBO partners became the foundation of the proposed Peacemaker Project. Pastor Sandoval has established strong working relationships with the six CBOs that will implement the proposed program. Below is a list of these agencies and their areas of expertise. Each has deep ties to the community and offers a wealth of knowledge and experience in working with youth at highest risk for violence and their families. Agencies employ a bilingual, culturally competent staff that represents the community they serve. Given the emotional energy required to perform this type of work, all adult staff (ages 26-64) assigned to the grant will receive YMCA gym memberships, including indoor and outdoor fitness equipment, reserved pool time, unlimited access to virtual fitness classes, and more.

- Union of Pan Asian Communities – UPAC provides health and human services focused on improving the overall well-being of underserved diverse populations. Providing assistance in over 30 languages at 15 locations, UPAC programs focus on mental health counseling, community engagement and business development, addiction treatment & recovery, housing counseling, health promotion and cultural competency education.
- Community Wraparound – Community Wraparound is a gang prevention,

positive youth development, and community safety initiative that leverages strategic community alliances to support gang-affiliated youth by offering an alternative to gang life and promoting success through involvement with family, school, work, and community. In partnership with numerous community agencies, the program provides individual mentoring and comprehensive life planning; family and group meetings; and community service projects.

- Open Heart Leaders – Open Heart Leaders is the only African American female-led organization in San Diego providing full wraparound services focused on mental health and education. They are an organization that shifts with the climate, adapting to current needs, while maintaining its commitment to mental health wellness.
- Paving Great Futures – Paving Great Futures' goal is to increase the health and wealth in underserved communities in order for marginalized and at risk individuals to thrive socially, economically, and politically. Various programs, events, and overall mentorship, provide a culture of positive guidance and growth.
- Mothers with a Message – Mothers with a Message are mothers who have lost children to senseless violence. They aim to keep other youth alive and aware of life's choices and consequences. They share their stories of loss in hopes that others might learn from it by speaking at prisons, schools, and diversion programs, and volunteer as first responders when a youth homicide occurs.
- San Ysidro Health Center – San Ysidro Health Center is an FQHC committed to providing high-quality, compassionate, accessible and affordable health care services for the entire family including behavioral health services.

CalVIP funding will allow each of these agencies to increase the breadth and depth of their services in the community. Our goal is to ensure that each agency not only implements their current programming to the best of their ability but also incorporates additional, recommended violence prevention strategies as described in the workplan. To achieve this goal will require cross training of all staff dedicated to the project, including its subcontractors. We anticipate a 2-3 month start up period to organize and train our large team. Startup tasks include establishing MOUs and finalizing subcontract

budgets with CBOs; setting up protocols and forms to document matching funds and train staff/partners/volunteers on their use; retaining University staff to provide program evaluation service including set up and train staff/partners on evaluation plan, data collection protocols, database use, and quality assurance plans; train staffing and CBOs on Peacemaker program model, intake protocols and screening tools; engaging outside experts to host trainings for CBO staff and volunteers on mental health first aid, trauma-informed care, recognizing human trafficking victims, etc.; and working with SDPD to set up and generate monthly spreadsheets enumerating violent crimes committed by age and neighborhood.

#### **4. Project Evaluation and Monitoring**

The Kroc Institute for Peace and Justice (IPJ) at the University of San Diego will be the evaluation partner on the project. Andrew Blum, Executive Director, and Rachel Locke, Director of the Violence, Inequality and Power Lab, will oversee the evaluation activities. When specific expertise is needed to conduct an evaluation activity, outside experts will be added to the team as necessary. During development of the Local Evaluation Plan, Kroc IPJ will work with the City and its subcontractors to understand what case management and activity tracking systems they are using. The monitoring activities and reporting will be aligned with those systems so monitoring data can be gathered easily during each phase of the project. Monitoring data will be gathered and reported on quarterly.

For purposes of the evaluation plan, the process and outcome indicators will be divided into two categories: (1) De-escalation to interrupt cycles of violence, and (2) Preventing re-offending.

##### Process Indicators: De-Escalation

- # of violent incidents a mobile response team responded to within 2 hrs (Goal 3)
- Report on the Peacemaker Project delivered to Commission on Gang Prevention Intervention (Goal 3)

##### Process Indicators: Preventing Re-Offending

- # of individuals in program who received high quality screening for trauma, anxiety, depression, and substance use disorder (Goal 2)

- # of CBOs trained to work effectively with youth and families coping with violence (Goal 2)
- # of CBOs trained on effective delivery of violence prevention and intervention strategies and curricula (Goal 2)

Outcome Indicator: De-Escalation

- # of violent incidents in the same neighborhood after a violent incident to which a mobile response team responded
- # of violent crimes that can be traced to a violent incident to which a mobile response team responded, for instance a retaliatory shooting (Goal 1)

Outcome Indicators: Preventing Re-Offending

- # of individuals involved in the program convicted of a crime after entering the program (Goal 1)
- Increase/decrease in # of healthy relationships individuals in the program have with family, peers, and community members (Goal 1)

Data Collection Plan for Process Indicators

Data on process indicators will be collected at baseline and quarterly through the duration of the project. Data related to de-escalation and the performance of mobile response teams will be collected based on police records and interviews with CBO representatives. Data related to preventing re-offending will be collected through review of the case management and activity tracking systems used by the CBOs.

Data Collection Plan for Outcome Indicators

Data on outcome indicators will be collected at baseline, midline, endline, and endline plus six months. Data on the outcome indicators for de-escalation will be collected by reviewing crime records and by conducting a network analysis of individuals participating in the project to assess linkages between crimes. Regarding data on the outcome indicators for preventing re-offending, conviction of a violent crime, data will be collected by reviewing court records and interviews with program participants, family members, and CBOs. For the healthy relationships indicator, data will be collected by conducting a social network analysis at baseline and regularly updating that analysis through the duration of the project and after.

## CalVIP Proposal Bibliography

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<https://www.sandiegohungercoalition.org/research>



UPAC

Union of Pan Asian Communities  
1031 25th Street  
San Diego, California 92102

(619) 232-6454

(619) 235-9002 Fax

Website: [www.upacsd.com](http://www.upacsd.com)

To: Board of State and Community Corrections  
Re: California Violence Intervention & Prevention (CalVIP) Grant

Date: July 1, 2022

This letter is being submitted to document that Union of Pan Asian Communities (UPAC) agrees to partner on the CalVIP grant proposal being submitted by the Office of Boards and Commissions, City of San Diego.

As a part of this grant, UPAC agrees to provide various direct services that could include, but not limited to: apprenticeship programs, job skills training, community violence reduction, gang prevention, mentorship, mental health services, and substance use services.

Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "Margaret Iwanaga Penrose".

Margaret Iwanaga Penrose, President and CEO

Supported in part by



County of San Diego



United Way  
of San Diego County

A United Way Agency



To: Board of State and Community Corrections  
Re: California Violence Intervention & Prevention (CalVIP) Grant  
Date: June 30, 2022

This letter is being submitted to document that Ipay Forward Inc./Community Wraparound agrees to partner on the CalVIP grant proposal being submitted by City of San Diego Office of Boards and Commissions

As a part of this grant, Ipay Forward Inc./Community Wraparound agrees to be a partner that will provide wraparound services/mentoring.

Signed by,

 Date: 6-30-22

Robert Ontiveros  
President/CEO

Robert Ontiveros  
President/CEO  
Community Wraparound  
3060 54th Street  
San Diego, Ca 92105  
Office:(858)788-WRAP(9727) Ext.501  
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 [robert@communitywraparound.org](mailto:robert@communitywraparound.org)  
[www.communitywraparound.org](http://www.communitywraparound.org)

"Saving Lives"



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**Bevelynn Bravo**

CEO/Founder  
Mothers With A Message

619-623-9915

[Bevelynn.b@gmail.com](mailto:Bevelynn.b@gmail.com)

[facebook.com/motherswithamessage](https://www.facebook.com/motherswithamessage)

**Recipient Name**

City of San Diego  
Re: California Violence Intervention & Prevention(CalVIP) Grant  
July 11, 2022

This purpose of this letter is to document that Mothers with a Message agrees to partner on the proposed State of California CalVIP grant being submitted by the City of San Diego Office of Boards and Commissions. The proposed project will expand and institutionalize efforts led by the City's Gang Prevention and Intervention Commission to reduce gang-related homicides, shootings, and aggravated assault among youth.

Mothers with a Message has provided violence prevention/intervention services in the City of San Diego for 10 years. We are pleased to partner with the City on the proposed grant that targets youth at highest for gang-related violence in communities experiencing the most violence. As described within the grant application, Mothers with a Message will work closely with City staff, volunteers, and other community partners to provide one or more of the following services to targeted youth participants and/or their families:

- Street Outreach (e.g. respond to shootings to prevent retaliation and detect and resolve conflicts that are likely to lead to shootings)
- Peer Support/Counseling Services to the Parents/Entire family
- One on one Credible Messenger Mentoring for At Risk/Gang involved youth
- Employment/Job Training
- Intensive Case Management
- Mental Health Services
- Substance Abuse Services

Should you have any questions about Mothers with a Message participation in the proposed CalVIP project, feel free to contact me. In the event it is funded, I look forward to formalizing the proposed partnership with an MOU or subcontract agreement. Best of luck with your proposal

Sincerely,

*Bevelynn Bravo*

**Bevelynn Bravo**



Date: Tuesday, July 5, 2022

To: Board of State and Community Corrections  
Re: California Violence Intervention & Prevention (CalVIP) Grant

To Whom It May Concern,

This letter is being submitted to document that Open Heart Leaders agrees to partner on the CalVIP grant proposal being submitted by The City of San Diego. Open Heart Leaders (OHL) is an organization that has been rooted in San Diego since 2015. We create the space for individuals to heal, thrive, and develop their strengths. While empowering people to grow by restoring broken networks and reconnecting resources in marginalized areas. OHL provides people the tools needed to reconcile, restore, and deepen relationships within themselves and everyone they encounter.

Our commitment to the community and the exceptional work implemented by Open Heart Leaders has helped to reduce violence in the Greater San Diego area and yielded OHL the opportunity to seek and secure funding from the San Diego District Attorney's office & The City of San Diego for over 4 years. OHL is proud to be a recipient of multiple contracts that help to reduce recidivism as well as implement evidence based violence reduction and prevention. As a result, we have seen success in lowering domestic violence, substance abuse, gun violence and suicide in marginalized communities by providing full mental health and education wraparound services throughout the city and county of San Diego.

As a subcontractor of this grant, Open Heart Leaders would support efforts of the lead contractor, The City of San Diego in the following ways and agrees to offer full-wraparound services that includes: 2 full-time staff and a team of counselors & therapist providing 12-sessions of Intensive Behavioral Treatment (IBT) & Cognitive behavioral therapy (CBT) Counseling or Coaching to 120 youth & adults annually for the term of the CALVIP grant. More details on fees and terms for service will be included in the scope of work.

Sincerely,

April Laster, CEO of Open Heart Leaders



To: Board of State and Community Corrections  
Re: California Violence Intervention & Prevention (CalVIP) Grant  
Date: Jun 30, 2022

This letter is being submitted to document that Paving Great Futures agrees to partner on the CalVIP grant proposal being submitted by The San Diego Prevention and Intervention Commission. As a part of this grant, Paving Great Futures agrees to provide gang prevention and diversion work through; job training, job placement, entrepreneurship training, responsible life skills education, and mentorship.

Signed by,

A handwritten signature in black ink, appearing to read "Jay Bowser", with a long horizontal line extending to the right.

Jay Bowser  
Chief Executive Officer



To: Board of State and Community Corrections  
Re: California Violence Intervention & Prevention (CalVIP) Grant  
Date: June 7, 2021

This letter is being submitted to document that the Kroc Institute for Peace and Justice at the University of San Diego agrees to partner on the CalVIP grant proposal being submitted by the City of San Diego.

As a part of this grant, the Kroc Institute for Peace and Justice agrees to serve as the evaluator on the project and fulfill all project evaluation requirements.

Signed by,

Andrew Blum, PhD  
Executive Director  
Kroc Institute for Peace and Justice  
University of San Diego

## Appendix C: Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds

The California Violence Intervention and Prevention (CalVIP) Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CalVIP funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives CalVIP grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the CalVIP grantee;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement;
- Be a nonprofit and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Employ persons or volunteers that have a minimum of three (3) years of combined experience in implementing violence reduction strategies and have implemented these strategies within the past five (5) years;
- Be registered with the California Secretary of State's Office;
- Have an Employer Identification Number (EIN);
- Have a valid business license, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address in the State of California. (An agent for service of process with a California address is insufficient.)

In the table below, provide the name of the Grantee and list all contracted parties.

### Grantee: City of San Diego

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Union of Pan Asian Communities (UPAC)	1031 25 <sup>th</sup> St. San Diego, CA 92102	<a href="https://www.upacsd.com/contact">https://www.upacsd.com/contact</a> 619-232-6454	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
San Ysidro Health Center	1601 Precision Park Lane San Diego, CA 92173	619-662-4100	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

City of San Diego, Office of Boards & Commissions

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Mothers with a Message	1130 47 <sup>th</sup> St. San Diego, CA 92102	<a href="mailto:motherswithamessage@gmail.com">motherswithamessage@gmail.com</a> 619-623-9915	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Paving Great Futures	404 Euclid Ave. San Diego, CA 92114	<a href="mailto:info@pavinggreatfutures.org">info@pavinggreatfutures.org</a> 619-308-6595	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Open Heart Leaders	771 Jamacha Rd. #181 El Cajon, CA 92019	<a href="mailto:info@openheartleaders.org">info@openheartleaders.org</a> 858-256-6736	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Community Wraparound	3060 54 <sup>th</sup> St. San Diego, CA 92105	<a href="mailto:Info@communitywraparound.org">Info@communitywraparound.org</a> 858-788-9727	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Joan B. Kroc Institute for Peace and Justice	5998 Alcalá Park San Diego, CA 92110	<a href="mailto:ipj@san Diego.edu">ipj@san Diego.edu</a> 619-260-7509	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the 2021 CalVIP RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Chida Warren-Darby	TITLE Director of Appointments/Boards and Commissions	TELEPHONE 619-533-3940	
STREET ADDRESS Office of Mayor Todd Gloria, 202 St., 11 <sup>th</sup> Floor	CITY San Diego	STATE CA	ZIP CODE 92101
EMAIL ADDRESS cwarrendarby@sandiego.gov			
SIGNATURE (Blue Ink or E-signature only) x 		DATE 7/15/2022	

**Appendix I: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three (3) years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three (3) years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Chida Warren-Darby	Director, Appointments/Boards and Commissions	619-533-3940	cwarrendarby@sandiego.gov
STREET ADDRESS Office of Mayor Todd Gloria, 202 St., 11 <sup>th</sup> Floor	CITY San Diego	STATE CA	ZIP CODE 92101
APPLICANT'S SIGNATURE (Blue Ink or e-signature Only)			DATE
			7/15/2022

<b>(1) Goal: To reduce homicides, shootings, and aggravated assaults in the City of San Diego</b>				
Objectives:	A. End repeat offenses among the 100 youth/young adults enrolled in the program, including youth preparators and victims of violent crime, youth referred from County Probation, and young adults re-entering the community post-incarceration B. Apply de-escalation strategies to end the cycle of violence following gang-related, youth-engaged incidents of violence C. Engage families and close contacts of participants in program activities and services			
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline	
			Start Date	End Date
1. Deploy mobile response teams to de-escalate volatile situations and provide immediate support to youth victims, perpetrators, and their families 2. Enroll 300 youth/young adults in the program, conduct health and wellness screenings, develop goal-oriented individual care plans, and assign to a CBO for on-going support 3. Provide behavioral health, mentoring, employment, education and life skills training to youth and families, as indicated on individual care plans		City of San Diego CBO partners	1/1/23	6/30/25
<b>(2) Goal: To improve the capacity of City of San Diego community-based organizations to effectively address gang-related youth violence</b>				
Objectives:	A. To institutionalize the use of adolescent health and wellness screening tools to identify those with significant levels of trauma, anxiety, depression and substance use disorder B. To facilitate trainings for CBO partner staff on how to work effectively with youth and families coping with violence C. To facilitate trainings for CBO partner staff on effective delivery of evidence-based, violence prevention and intervention strategies and curricula			
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline	
			Start Date	End Date
1. Work with evaluation consultants to identify appropriate screening tools and trainings on administering surveys and interpreting results 2. Work with outside experts to implement essential trainings (e.g. trauma-informed care, motivational interviewing, developing care plans, wraparound model of care) 3. Work with local experts to identify culturally-relevant, evidence-based, violence prevention and intervention strategies and curricula		City of San Diego CBO partners Evaluation Consultants	10/1/22	12/31/22
<b>(3) Goal: To institutionalize policies and procedures effective in reducing gang-related, youth-engaged violence</b>				
Objectives:	A. Establish protocols with SDPD division leadership for engaging mobile response teams within two hours of violent incidents to facilitate de-escalation activities B. Facilitate timely requests from the public for de-escalation services by mobile response teams C. Prepare a report for the Commission on Gang Prevention Intervention outlining outcomes, less learned and future directions of the Peacemaker Project			
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline	
			Start Date	End Date
1. Meet with SDPD division leadership in target neighborhoods to discuss opening lines of communication between responding officers and mobile response teams 2. List contact information for mobile response teams in the 2-1-1 San Diego directory 3. Update the Commission on Gang Prevention and Intervention 2021-24 Tactical Plan based on lessons learned during CalVIP grant		City of San Diego	10/1/22	12/31/22
			10/1/22	12/31/22
			7/1/25	12/31/25



2022 California Violence Intervention & Prevention (CalVIP) Grant - Project Budget and Budget Narrative

Name of Applicant: City of San Diego

Contract Term: October 1, 2022 - December 31, 2025

Budget Line Item	Grant Funds	Match Funds	Total
1. Salaries and Benefits	\$0	\$806,280	\$806,280
2. Services and Supplies	\$16,500	\$0	\$16,500
3. Health and Wellness (must not exceed 5% of total match funds)	\$0	\$6,150	\$6,150
4. Professional Services or Public Agency Subcontracts	\$0	\$750,000	\$750,000
5. Non-Governmental Organization (NGO) Subcontracts	\$3,292,500	\$1,706,246	\$4,998,746
6. Equipment/Fixed Assets	\$0	\$0	\$0
7. Project Evaluation (must be at least 5%, but no more than 10% of total grant funds)	\$270,482	\$0	\$270,482
8. Financial Audit (must not exceed \$25,000)	\$25,000	\$0	\$25,000
9. Other (Travel, Training, etc.)	\$47,380	\$18,000	\$65,380
10. Indirect Costs	\$0	\$365,186	\$365,186
<b>TOTAL</b>	<b>\$3,651,862</b>	<b>\$3,651,862</b>	<b>\$7,303,724</b>

Required match: 100%: no less than: \$3,651,862

1a. Salaries and Benefits

Name and Title	(Show as either % FTE or Hourly Rate) & Benefits	Grant Funds	Match Funds	Total
Project Director and Executive Director of Commission on Gang Prevention and Intervention	\$53.70 per hour (12 hours a week)	\$0	\$92,149	\$92,149
Office of Boards and Commissions Director	\$65.63 per hour (8 hours a week)	\$0	\$75,081	\$75,081
Office of Boards and Commissions Budget Analyst	\$36.60 per hour (8 hours a week)	\$0	\$41,870	\$41,870
Office of Boards and Commissions Executive Assistant	29.51 per hour (8 hours a week)	\$0	\$33,759	\$33,759
SDPD Lieutenant	\$293.00 per hour (8 hours a week)	\$0	\$335,192	\$335,192
SDPD Sergeant	\$249.00 per hour (4 hours a week)	\$0	\$142,428	\$142,428
SDPD Officer	\$150.00 per hour (4 hours a week)	\$0	\$85,800	\$85,800
<b>TOTAL</b>		<b>\$0</b>	<b>\$806,280</b>	<b>\$806,280</b>

1b. Salaries and Benefits Narrative:

The project will be housed in the City of San Diego's Office of Boards and Commissions (OBC). It will be led by a Project Director with support from three other OBC personnel, in addition to support from the San Diego Police Department. All of these personnel are provided as in-kins support from the City. The hourly rates listed include salary plus 10% benefits rate.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Grant Funds	Match Funds	Total
Office supplies, home security equipment for at-risk clients, a printer/scanner, and laptop computers	(150*33) + (30*250) + 300 + (5*\$750)	\$16,500	\$0	\$16,500
<b>TOTAL</b>		<b>\$16,500</b>	<b>\$0</b>	<b>\$16,500</b>

2b. Services and Supplies Narrative:

Supplies include the purchase of basic office supplies (@ \$150 per month), including paper, pens, notebooks, paper clips, tape, scissors, ink, staplers and staples; door bell security installation fees (@\$250 ea), a printer/scanner (@ \$300), and 5 laptop computers (@ \$750 ea) for Community Prevention Workers, Community Intervention Workers and Data Clerk.

3a. Health and Wellness (must not exceed 5% of total match funds)

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Match Funds	Total
Gym membership at the YMCA for City Staff (hired via temp agency)	\$39.00 X 30 months x 5 people (plus a one-time \$60 joiner fee x 5 people = \$300)	0	\$6,150	\$6,150
<b>TOTAL (must not exceed 5% of Total Match Funds)</b>		<b>\$0</b>	<b>\$6,150</b>	<b>\$6,150</b>

3b. Health and Wellness Narrative

Gym memberships will be provided for program staff from a neighboring YMCA. Each membership is for adults ages 26-64. Memberships include indoor and outdoor fitness equipment and group exercise options, reserved pool time for lap and family swim, unlimited access to virtual fitness classes, social events, and more.

4a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Match Funds	Total
City of San Diego, Parks and Recreation Dept. staff time to implement the City's Come Play Outside summer recreation program.	\$300,000 x 2.5 years	\$0	\$750,000	\$750,000
<b>TOTAL</b>		<b>\$0</b>	<b>\$750,000</b>	<b>\$750,000</b>

4b. Professional Services Narrative

Come Play Outside is a City-funded initiative designed to provide youth in low-income, high crime communities with recreation and community engagement opportunities at city parks and rec centers. The program functions as an early intervention touch point for potential perpetrators and victims of violent acts. Professional service funds cover the personnel expenses of City staff implementing the program.

5a. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Grant Funds	Match Funds	Total
City of San Diego non-profit subcontractors	Equates to \$150,000 per year per agency (actual amount based on contracted number of youth/families to be served)	\$2,250,000	\$225,000	\$2,475,000

Non-profit organizations providing violence prevention and intervention services to youth and families in the City of San Diego	Please see narrative below	\$0	\$1,481,246	\$1,481,246
TBN Temp Agency or Non-profit partner	Over the 33 month grant term, 1 position @ \$100,000/yr (including benefits); 4 positions at \$63,636 (w/ benefits), and 1 half-time position @ \$49,090	\$1,042,500	\$0	\$1,042,500
<b>TOTAL</b>		<b>\$3,292,500</b>	<b>\$1,706,246</b>	<b>\$4,998,746</b>

**5b. Non-Governmental Organizations (NGO) Subcontracts Narrative**

City of San Diego intends to deploy at least six subcontracts to non-profit community based organizations to provide early intervention and violence prevention services to youth and their families. While not all non-profit contracts have been finalized at the time of application, some that may be selected due to their proven record in the community are as follows: **Union of Pan Asian Communities, Community Wraparound, Open Heart Leaders, Paving Great Futures, Mothers with a Message, and San Ysidro Health Center.** Other agencies may be added during the grant term as needed. Subcontract awards will vary, based on the number of youth/families served; the calculation above represents \$150,000 per agency per year over the grant term. (Non-profit partners will contribute a 10% in-kind match.)

The City has identified a number of matching funds sources and anticipates identifying more matching state, county, and city funds in the future. At this time, we have three sources: (1) Come Play Outside funds awarded to a TBN city contractors (\$1,192,746), South Bay Community Services contract for No Shots Fired (\$250,000), and San Diego Foundation's Peacemaker Fund (\$20,000 cash).

In order to get the program up and running quickly, the City will hire key staff to support the project and its subcontractors using a TBN temp agency or non-profit partner. Positions to be hired include a 1.0 FTE Program Manager, 2.0 FTE Community Prevention Workers, 2.0 FTE Community Intervention Workers, and 1.0 FTE Data Clerk. Funds for salaries and fringe benefits plus agency fees for the 33-month grant service term will be budgeted as follows: \$275,000 for the Program Manager, \$175,000 for the Community Prevention and Community Intervention Workers, and \$67,500 for the Data Clerk.

**6a. Equipment/Fixed Assets**

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds	Match Funds	Total
None		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**6b. Equipment/Fixed Assets Narrative**

N/A

**7a. Project Evaluation (must be at least 5%, but no more than 10% of total grant funds)**

Description	Grant Funds	Match Funds	Total
Kroc Institute for Peace and Justice to provide project evaluation and reporting activities	\$270,482	\$0	\$270,482
<b>TOTAL (must be at least 5%, but no more than 10% of Total Grant Funds)</b>		<b>\$0</b>	<b>\$270,482</b>

**7b. Project Evaluation Narrative:**

The Kroc Institute for Peace and Justice will serve as the project evaluator of the grant and help design internal project reporting processes, set milestones that will help determine the project's progress as well as identify areas that need improvement throughout the life of the grant. The award amount represents 7.5% of total grant funds; some evaluation related expenses appear in other line items.

**8a. Financial Audit (must not exceed \$25,000 in Grant Funds)**

Description	Calculation for Expense	Grant Funds	Match Funds	Total
Financial Audit		\$25,000	\$0	\$25,000
<b>TOTAL (must not exceed \$25,000 in Grant Funds)</b>		<b>\$25,000</b>	<b>\$0</b>	<b>\$25,000</b>

**8b. Financial Audit Narrative:**

The audit provides assurances that an organization's financial statements are free of material misstatement based upon the application of generally accepted accounting principles.

**9a. Other (Travel, Training, etc.)**

Description	Calculation for Expense	Grant Funds	Match Funds	Total
Meals	Half meals grant funded, other half community funded (\$1200 a month x 12 x 2.5 = \$36,000)	\$18,000	\$18,000	\$36,000
Trainings	Annual wraparound training = \$8000 (\$2000 x 4 days x 2)	\$16,000	\$0	\$16,000
Conference Travel	Flight = \$300, Lodging = \$600 (two nights), Conference fee = \$75, Meals = \$120. \$1,095 per person x 4 people x 3 events per year	\$13,140	\$0	\$13,140
Incentives	Surveys (\$50 per family x 300 families)	\$15,000	\$0	\$15,000
<b>TOTAL</b>		<b>\$62,140</b>	<b>\$18,000</b>	<b>\$80,140</b>

**9b. Other (Travel, Training, etc.) Narrative:**

Other expenses include meals provided during support group sessions for traumatized families; trainings for contract and subcontract staffs, travel for four project staff to travel to Sacramento for 3, 1-day meetings; and incentives for youth and families to participate in evaluation activities.

**10a. Indirect Costs**

Indirect costs may be charged to grant funds by choosing either Option 1) or 2) listed below:	Grant Funds	Match Funds	Total
1) Indirect costs will be charged as 10% of total grant award. Applicable if the organization does not have a federally approved indirect cost rate.		\$365,186	\$365,186
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	\$365,186		
2) Indirect costs will be charged up to 20% of direct total grant award. Applicable if the organization has a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.		\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	\$730,372		
Regardless of which option is chosen, if the amount entered in the Grant Funds column turns red, adjust it to not exceed the maximum noted just below it: <b>TOTAL</b>		<b>\$365,186</b>	<b>\$365,186</b>

**10b. Indirect Costs Narrative:**

City of San Diego does not have a federally approved indirect cost rate, so Option 1 was used to calculate the indirect cost figure, which the city is donating to the project as an in-kind match.

**APPENDIX A: CaVIP EXECUTIVE STEERING COMMITTEE ROSTER**

CaVIP Executive Steering Committee - Grant Cycle from July 1, 2022 to December 31, 2025

	<b>Name</b>	<b>Title &amp; Organizational Affiliation</b>	<b>From</b>
1	Chief Andy Mills, Chair	Chief of Police, City of Palm Springs & Board Member, BSCC	Palm Springs
2	Stephen Lindley	Teacher, Lee V. Pollard High School	San Diego
3	Tina Curiel-Allen	Cal Crew Program Manager, Five Keys	Central Valley
4	Natasha Mejia	Policy Analyst, National Institute for Criminal Justice Reform	Oakland
5	Tina Rodriguez	Statewide Manager, Californians for Safety and Justice	Central Valley
6	Mike McLively	Senior Staff Attorney, Gifford Law Center to Prevent Gun Violence	San Francisco
7	Gaynorann Siataga	Community Advocate, All Islanders Gather as One	San Francisco
8	Saun Hough	CA Partnership Manager, Californians for Safety and Justice	Los Angeles
9	Mark Slaughter	Supervising Attorney, Sacramento County Public Defender's Office	Sacramento
10	Jackie Reed	CEO, Women Initiating Success Envisioned Inc.	San Diego
11	Jessie Leavitt	Policy Analyst, State Bar of California & Senior corporate Counsel, NetScout Systems, Inc.	Oakland
12	Tim Kornegay	Director, LiveFree California	Los Angeles
13	Mary Roberts	State of CA Retiree, Administrative Office of the Courts	Oakland
14	Mona Cadena	Advocacy Director, Equal Justice USA	San Francisco
15	Amir Chapel	Policy Analyst, National Institute for Criminal Justice Reform	Marina
16	Keith Baker	Research Analyst/Co-Leader, Los Angeles County Department of Public Health	Los Angeles

## **APPENDIX B: Criteria for Non-Governmental Organizations Receiving BSCC Funds**

The California Violence Intervention and Prevention (CalVIP) Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CalVIP funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives CalVIP grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the CalVIP grantee;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement;
- Be a nonprofit and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Employ persons or volunteers that have a minimum of three (3) years of combined experience in implementing violence reduction strategies and have implemented these strategies within the past five (5) years;
- Be registered with the California Secretary of State's Office;
- Have an Employer Identification Number (EIN);
- Have a valid business license, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address in the State of California. (An agent for service of process with a California address is insufficient.)

Provide your agency name and in the table list information for all contracted parties.

**Grantee:** City of San Diego

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Union of Pan Asian Communities (UPAC)	1031 25th Street San Diego, CA 92102	https://www.upacsd.com/contact/ (619) 232-6454	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
San Ysidro Health Center	1601 Precision Park Lane San Diego, CA 92173	(619) 662-4100	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Mothers with a Message	1130 47th Street San Diego, CA 92102	motherswithamessage@gmail.com (619) 623-9915	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Paving Great Futures Open Heart Leaders	404 Euclid Avenue, San Diego CA 92114 771 Jamacha Rd. #181, El Cajon, CA 92019	info@pavinggreatfutures.org / (619) 308-6595 info@openheartleaders.org / (858) 256-6736	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Community Wraparound Joan B. Kroc Institute for Peace & Justice	3060 54th St. San Diego, CA 92105 5998 Alcalá Park, San Diego, CA 92110	info@communitywraparound.org / (858) 788-9727 ipj@sandiego.edu / (619) 260-7509	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the 2021 CalVIP RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Chida Warren - Darby	TITLE Director of Appointments/Boards and Commissions	TELEPHONE NUMBER (619) 533-3940	
STREET ADDRESS Office of Mayor Todd Gloria, 202 C Street, 11th Floor	CITY San Diego	STATE CA	ZIP CODE 92101
EMAIL ADDRESS cwarrendarby@sandiego.gov			
SIGNATURE X 		DATE December 2, 2022	