



CITY OF SAN PABLO
City of New Directions

Request for Proposals (RFP) 2017-2021



**City of San Pablo
TEAM FOR YOUTH Program**

**Release date: April 18, 2017
Application due date: May 18, 2017, 5:00 p.m.**

For more information, please contact:
Community Services Department, Youth Services Division
Bertha Romo (510) 215-3087, BerthaR@sanpabloca.gov

INTRODUCTION

The City of San Pablo is offering organizations the opportunity to qualify for TEAM FOR YOUTH Lead Agency funds to coordinate and manage services to youth and families in San Pablo Community Schools under the Community Schools Initiative.

The purpose of this Request for Proposals (RFP) is to identify qualified Lead Agencies capable of partnering with the City of San Pablo to provide effective and sustainable coordination and implementation of the San Pablo Community School Strategy and to identify a qualified service provider for Richmond High School.

ELIGIBILITY CRITERIA

To be considered for TEAM FOR YOUTH funding from the City of San Pablo, applicants must meet eligibility criteria at time of submittal. Applicants who do not meet eligibility criteria may not be considered and no evaluation of the application may be made. Applications submitted must be responsive to all instructions and requirements.

Applicant Eligibility

Applicants must be one of the following entities:

1. Incorporated as a private non-profit corporation in the State of California and has been granted 501(c)(3) tax status by the U.S Internal Revenue Service.
2. Government Agency
3. Eligibility criteria apply to the Fiscal Agent who agrees to be the legal representative of the program.
4. Applicants must also meet the terms and conditions as outlined in **Form F**.
5. Schools/School Districts are not eligible to apply as a lead applicant.

Minimum or Maximum Request

Lead Agency applicants may apply for a minimum of 1 school site and maximum of 3. Grant amounts are predetermined.

TIMELINE*

ACTIVITY	DESCRIPTION	TIMELINE
RFP Release	Applications are available at www.SanPabloCA.gov .	April 18, 2017
RFP Information Session	<p>The Information Session is designed to review the RFP packet and answer questions regarding the application. Attendance at this workshop is not required but strongly encouraged. Please bring a copy of the RFP document with you.</p> <p><u>RSVP to:</u> Bertha Romo, (510) 215-3087 or BerthaR@sanpabloca.gov.</p>	<p>April 25, 2017 (<i>tentative</i>) 2:00 p.m. – 3:30 p.m.</p> <p><u>Location:</u> (<i>tentative</i>) San Pablo Community Center (SPCC), 2450 Road 20 San Pablo, CA 94806 Community Hall</p>
Application Inquiries	<p>Staff will be available to respond to questions regarding the application by phone or email. Questions will not be accepted after May 2, 2017.</p> <p>Contact: Bertha Romo, (510) 215-3087 or BerthaR@sanpabloca.gov.</p>	April 18 through May 2, 2017
Application Due Date	Applications must be submitted by May 18, 2017, 5:00 p.m. to City Manager's Office at 13831 San Pablo Ave. BLDG. 1	May 18, 2017 5:00 p.m.
Application Review	Applications will be reviewed by the Review Team.	May 24 – 31, 2017
Presentations/ Interviews	Qualified applicants will be invited for presentation/interview with the Review Team.	June 12 – 15, 2017
Community Services Standing Committee	Appropriation recommendations to the Community Services Standing Committee for review and approval.	June 20, 2017 (<i>tentative</i>)
Notification Letters	Notification letters to applicants will be emailed and mailed to the contact person listed in the cover sheet of the application. The City will have the final decision-making authority on which agencies become Lead Agencies subject to appropriation of funds by the City Council for each fiscal year.	June 21, 2017
Appeal Period	Applicants wishing to appeal recommendations must declare their concerns in writing via email or mail by June 29, 2017, 5:00 p.m. to Bertha Romo, Youth Services Program Coordinator.	June 22 – 29, 2017, 5:00 p.m.
Contract Negotiations & Development	Staff will begin discussing proposed Grant Funding Agreements with selected agencies.	June 22, 2017
City Attorney Review	Appropriation recommendations and Grant Funding Agreements to City Attorney for review.	June 29, 2017
City Council Approval	Appropriation recommendations and Grant Funding Agreements to City Council for approval.	July 17, 2017
Contract Execution	Contract packet is assembled and routed for execution. Contract packet includes Grant Funding Agreement, FERPA Confidentiality Agreement, Insurance Certificates, and San Pablo Business License.	July 17– 31, 2017
Services Begin	Project start dates. Any work done prior to entering into a contract with the City will be at the applicant's expense unless authorized in writing by City.	August 1, 2017

*Dates are tentative and subject to change. Updates will be posted on the City website: <http://sanpabloca.gov/1035/San-Pablo-Team-for-Youth>

PART I: PROGRAM OVERVIEW AND FUNDING PROCESS

A. Background

On November 21, 2011, the City of San Pablo City Council passed a resolution to develop a San Pablo Full Service Community Schools (FSCS) Initiative with the goal of transforming all schools in the City into Full Service Community Schools. In a Full Service Community School (Community School), the school district, city, county, community and faith-based organizations, businesses, families and philanthropists form a strong, deep and transparent partnership to jointly address the identified needs of students, families and the community in a comprehensive, integrated and accountable way. The City of San Pablo's Youth Services Division is aligned philosophically and programmatically with the San Pablo Community Schools Initiative. In 2015, TEAM FOR YOUTH was redirected as the funding arm of the Community Schools Initiative to support agencies interested in expanding or enhancing current programs and services for San Pablo youth and families. The 2015-2019 Strategic Work Plan, "Community Schools Initiative- Where Community Supports Education and Education Supports Community", identifies the following five service areas:

Service Area #1: Coordination of Community Schools (CS)

Service Area #2: Family Engagement (FE)

Service Area #3: Out of School Time (OST)

Service Area #4: Violence Prevention and Intervention (VPI)

Service Area #5: Youth Leadership and Development (YLD)

The 2017-21 TFY RFP packet reflects a new funding approach; whereby the City of San Pablo is seeking Lead Agency grantees to lead the implementation of the Community Schools strategy at selected San Pablo schools. The Lead Agency is responsible for the hiring and oversight of the Community School Manager, who coordinates services at the school site, and manages grant dollars in the areas of OST, VPI, and/or YLD. Additionally, there are dollars allocated to Richmond High for VPI. These dollars are not tied to the Lead Agency model. The chart below reflects the annual allocation per school site.

	Helms	Dover	Lake	Bayview	Downer	Riverside	Richmond
Staffing*:	\$77,500	\$77,500	\$75,000	\$75,000	\$28,000	\$28,000	\$0
Community School Manager	1.0 FTE	1.0 FTE	1.0 FTE	1.0 FTE	0.5 FTE	0.5 FTE	
Assistant to Community School Manager	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0
	0.5 FTE						
Programs:	\$30,000	\$46,000	\$0	\$0	\$0	\$0	\$0
Out of School Time (earmarked)	All San Pablo elementary, rising 7 th	Slots for Lake, rising 1 st					
Violence Prevention & Intervention	\$0	\$35,000 (earmarked)	\$0	\$40,000 (earmarked)	\$0	\$0	\$50,000
Youth Leadership & Development (discretionary)	\$20,000	\$20,000	\$20,000	\$1,000	\$2,000	\$2,000	\$0
Site Total:	\$147,500	\$178,500	\$95,000	\$116,000	\$30,000	\$30,000	\$50,000

2017-18 TOTAL:
\$647,000

* staffing dollars for Helms and Dover Community School Managers include a match contribution from West Contra Costa Unified School District subject to approval by the WCCUSD School Board; and the amount of the city contribution increases by 3% annually for a Cost of Living Adjustment (COLA). A minimum of 3% COLA increase is required under the match contribution for Lead Agencies applying for Lake, Bayview, Downer, and/or Riverside. NOTE: all dollar amounts are estimates. Final funding amount for each school may vary and is subject to Council approval.

B. Funding Allocation

The current RFP is for Fiscal Years 2017-2021 (July through June). Proposed funds for 2017-18 is approximately \$647,000. Funding is subject to the appropriation of funds by City Council. By issuing this RFP, the City does not make any assurances that it will enter into any such contracts. The grant award is for two years of service and offers the potential for contract renewal for a period of up to two more years. The City is not committed to any future year.

C. Lead Agency Selection

The Review Team will review applications that meet the minimum eligibility requirements. Members of the Review Team will evaluate and score each application, invite qualified applicants for presentations/interviews and make funding recommendations to City staff. The Review Team will focus on the following requisites in selecting the Lead Agencies:

1. The strategy of strengthening and expanding partnerships and service collaborations in providing services to youth and families at the designated school.
2. The Lead Agency's past and current experience, expertise, and capacity in coordinating high quality, cost-effective programs for a diverse population of children and youth.
3. The leveraging of service delivery dollars with other private and public sector funding.
4. Assessment and evaluation experience for quality improvement.
4. The Lead Agency's understanding and articulation of the Community Schools strategy.

D. RFP Cost/No City Obligation

This RFP does not commit the City to pay any cost incurred in submission of a response or making any necessary studies or designs for the preparation thereof nor the purchase or contract for services in connection with the preparation of a submission. The City is not obligated to enter into any contracts.

E. Inquiries and/or Requests for Clarification

Any requests for clarification of the RFP shall be made no later than ten (10) calendar days before the deadline for submission and shall be made to: Bertha Romo, 13831 San Pablo Avenue Building 6, San Pablo, CA 94806. Any City response resulting in a change to the RFP will be made in the form of an addendum to the RFP and will be posted on the City of San Pablo website at www.SanPabloCA.gov.

F. Terms and Conditions of Agreement

Attachment A is the form of the City's proposed Grant Funding Agreement, subject to changes by the City. If applicants have any concerns signing this agreement "as is", applicants should include a letter with their application stating that this agreement cannot be executed by their organization and list the specific changes requested or otherwise shall be deemed to have

accepted all terms of the Agreement. Applicants not willing to sign the agreement “as is” may not be awarded a grant. Actual award of funding is dependent on a successful contract negotiation. If a grant agreement in the form and substance acceptable to the City cannot be completed within a reasonable time frame as determined by the City, the City may terminate negotiations and pursue an agreement with a different Lead Agency. An agreement with the successful candidate shall not be binding unless and until it is signed by the authorized representatives of both City and the Lead Agency.

G. Acceptance or Rejection of Applications

The City reserves the right to reject any items or groups of items offered in response to this RFP. The City reserves the right to waive any minor informality or irregularity in any response. The City may, for any reason, decide not to award grants as the result of this RFP.

H. Confidentiality

Responses to this RFP become the property of the City of San Pablo. At such time as one or more applicants are recommended to the City Manager/City Council, all responses become a matter of public record and shall be regarded as such.

Each applicant should be aware that, although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San Pablo might not be in a position to establish that the information that an applicant submits is a trade secret. If the request is made for information marked “Confidential”, the City will give notice to allow the applicant to seek protection from disclosure by a court of competent jurisdiction, but will otherwise disclose the information.

Any response which contains language purported to render all or significant portions of the response as “Confidential”, “Trade Secret”, or “Proprietary” shall be regarded as non-responsive.

I. Reservations & Rights by the City of San Pablo

1. Organizations submitting an application agree that by submitting an application, they authorize the City to verify any or all information given in the application.
2. The award of a grant by the City to an organization which proposed to use sub-applicants for the performance of work under the contract resulting from this RFP should not be interpreted to limit the City’s right to approve or reject sub-applicants.
3. The City of San Pablo reserves the right to revise or amend any part of this RFP up to the due date and time for accepting applications. Such revisions and amendments, if any, shall be posted on the City of San Pablo website alongside of the RFP. If the revisions and addendums require changes, the due date set for applications may be postponed by such number of days as in the opinion of the City shall enable applicants to revise their applications. In any case, the due date shall be at least five (5) working days after the last addendum, and the addendum shall include an announcement of the new due date, if applicable.

PART II: REQUIREMENTS

A. Service Agreements

Upon successful qualification and award of a contract, the successful applicants will enter into a standard City contract in substantially the form attached at **Attachment A – Grant Funding Agreement**.

The content of the agreement exhibits will be determined upon successful negotiations with Grantees. Exhibits will define areas of service, measurable outputs, and client objectives, as derived from the application. This will ensure that funds are spent toward achieving measurable outcomes and not utilized for extraneous services or unrelated overhead. Acceptable administrative charges must be directly related to the supervision and/or implementation of the proposed direct services.

In order for the contract to be executed with the proper signature, Grantees are required to pass a Board resolution giving signature authority to an agency representative to enter into agreements with the City of San Pablo on behalf of the agency, generally in the applicable form set forth in **Attachment C**.

B. Matching Funds Requirement

TEAM FOR YOUTH requires a minimum 25% match, cash and/or in-kind, of the funds requested/awarded (non-City funding match). When used to augment the proposed program, expenditures for items such as personnel and operating expenses may be considered a match. All matching items specified in the budget will become a requirement under the contract.

C. Community Schools Manager and Lead Agency Meetings Participation

The Community Schools Initiative and TEAM FOR YOUTH are committed to the development and success of Community Schools Managers. Lead Agencies receiving funding from TEAM FOR YOUTH are required to have their Community Schools Managers be active participants in the Community Schools Manager Meetings. Lead Agency Directors/Managers assigned to oversee the TEAM FOR YOUTH grant will be convened 2-4 times per year.

D. Evaluation Model Participation

TEAM FOR YOUTH will utilize a rigorous evaluation model to evaluate funded services. Funded organizations will participate in technical assistance training workshops, help to design the program-specific components of the evaluation, and administer data collection activities. Lead Agencies will be able to articulate their accomplishments, practice continuous improvement, and explain the impact of services on youth customers as a result of their participation in funded program(s).

E. Service Partner Agreements

Selected lead agencies will be required to submit a separate Service Partner Agreement between all collaborative partners during the contract negotiation period. A sample is provided at **Attachment B**. Collaborative partners are defined as any entity that will share resources, whether cash match or in-kind, that impacts the delivery of the proposed service. Examples of collaborative partners may include, but are not limited to other non-profit community based organizations.

F. Insurance

Selected Lead Agencies will be required to submit Certificates of Insurance in accordance with the insurance requirements set forth in the Grant Funding Agreement during the contract negotiation period, and in any event in conjunction with execution of the Grant Funding Agreement and prior to release of any installment of the grant award thereunder.

G. San Pablo Business License

Selected Lead Agencies will be required to apply for a San Pablo Business License in conjunction with the execution of the Grant Funding Agreement. Information on the San Pablo Business License is posted on the City of San Pablo website at <http://sanpabloca.gov/907/Business-License>.

I. Subcontracting

Selected Lead Agencies may subcontract with community based organizations to provide programs and services in alignment with the San Pablo Community Schools Initiative. Subcontracted agencies must comply with Grant Agreement terms and conditions.

PART III: SERVICES REQUESTED

A. Community Schools Coordination

City of San Pablo is seeking Lead Agency grantees to lead the implementation of the Community Schools strategy. The Lead Agency is responsible for the following coordination activities:

Advocacy & Communication

- Establishes and maintains mutually beneficial relationships with key internal and external stakeholders including families, school district, local businesses, leaders, and community based organizations, etc.
- Promotes the Community School, its programs and services, through marketing, social media, and communications.

Strategic Planning & Sustainability

- Develops consensus among key stakeholders in alignment with the Community Schools Initiative vision, goals, and priority service areas.
- Provides a work plan documenting SMART goals and strategies to achieve identified priorities.
- Grows and diversifies the school's financial and human resources providing match funding to City of San Pablo grant dollars.
- Demonstrates and documents best practices, progress toward shared vision, and concrete results for children, youth, and families in the school community and neighborhood.

Staffing & Program Development

- Hires, supervises, trains and provides performance reviews of Community Schools Manager and staff in addition to standard human resource functions. Include City of San Pablo in hiring of staff.
- Oversees day to day operations of the Community School activities, programs and services.
- Provides professional development for Community Schools Manager to maintain high quality staff.
- Supports Community Schools Manager integration within the school, agency, and community.
- Develops, implements, and improves program offerings based on children, youth and family strengths and needs.
- Oversees subcontracting contract development and compliance, including adherence to provisions in the City of San Pablo Lead Agency Grant Agreement.
- Fosters innovation in youth development, community development and education strategies.
- Regularly assesses and document program and staff progress.
- Supports and participate in City of San Pablo programs and signature events.
- Maintains ongoing communication with City of San Pablo staff.

Fiscal Management & Minimum Grant Requirements

- Provides financial oversight of all Community School programs and services.
- Develops accurate, comprehensive, up to date budgets
- Ensures adequate cash flow and timely invoicing.
- Provides timely reports to City of San Pablo.

- Provides insurance documents – Certificate of Insurance, Additionally Insured Endorsement, Waiver of Subrogation, Physical Abuse and Molestation Insurance.
- Monitors and meets participant and attendance targets for Community School programs and services.

B. Youth Development Approach

The strategies developed by the Community Schools Initiative and funded by TEAM FOR YOUTH are part of a larger effort by the City of San Pablo to provide comprehensive youth services to the youth and families of San Pablo. Efforts are founded on a developmental asset model of youth services. The model acknowledges that all youth progress through critical developmental transitions and that optimum healthy development is best achieved by promoting assets or strengths in youth, families, communities and schools. A description of the Search Institute's Developmental Assets can be found at www.search-institute.org/developmental-assets/lists.

Developmental planning of model services delivery has shifted from fixing youth's problems to promoting youth's strengths. It has also moved beyond programs to relationships. The 40 Developmental Assets defined by the Search Institute, are essential building blocks for young people's achievement, as well as avoidance of high-risk behaviors. However, programs need not address all 40 assets, but a tactical combination of them is critical. Our focus will be on Empowerment, Commitment to Learning, Social Competency, and Support. We want our youth to be empowered, committed to learning, and socially competent to support their positive identity development. The following are some general ideas for how providers can build assets for children and adolescents:

- Involve youth in leadership program planning and program evaluation;
- Provide a range of structured culturally relevant activities for youth with diverse interests and needs;
- Provide opportunities where young people feel supported and safe;
- Coordinate activities and priorities with other Lead Agencies;
- Focus on asset building in programming, including building social competencies, engaging youth in service, strengthening personal identity, and shaping risk-avoidance behaviors.

TEAM FOR YOUTH aims at working with Lead Agencies to expand and enhance programs focusing on developing skills and competencies resulting in healthy and thriving youth and families. Personal and social competencies that should be developed for youth are the following:

- Active engagement and motivation to succeed
- A healthy lifestyle
- Positive identity
- Physical and emotional safety
- Commitment to helping others in the community
- Ability to navigate negative peer pressure and dangerous situations
- Positive and caring relationships with adults

C. Focus Population

The RFP is open for the following San Pablo schools:

- Bayview Elementary School
- Dover Elementary School
- Downer Elementary School
- Helms Middle School
- Lake Elementary School
- Riverside Elementary School

- Richmond High (only for Violence Prevention & Intervention dollars)

D. Eligible Program Service Areas

Service areas described in this RFP represent an outline of essential activities for programs funded through TEAM FOR YOUTH. The final scope of services, grant deliverables, budget and performance measures will be determined through the contract negotiation process. San Pablo's implementation model leads with Health and Wellness, Family Engagement (with an emphasis on Literacy), and School Culture and Climate.

Coordination of Community Schools

- Provides Community School Managers who support the positive development of youth by forming and sustaining partnerships with City, District, and County services and non-profit agencies to deliver supports and opportunities to students and families.

Family Engagement

- Supports the implementation of the Dual Capacity-Building Framework for Family-School Partnerships.
- Supports and promote family-led and family-centered events and activities.

Out of School Time

- Provides safe and structured recreational, educational, cultural activities, and field trips that expose youth to a wide range of opportunities in arts, music, dance, nature, etc. These activities expose youth to a breadth of work and life.
- Provides youth with an opportunity to become part of the larger community through activities and projects that reinforce healthy community and culture, build trust-based relationships, and promote peer-to-peer support/coaching.
- Promotes learning and enhancement of cognitive, social, physical, artistic and/or civic development of youth.

Violence Prevention and Intervention

- Provides resources and support to parents/guardians to improve educational home and school environment of youth.
- Assists parent/guardians and youth to build proven structures, behaviors, and agreements that allow the youth to reconnect and utilize the educational options available.
- Provides coordinated care services and support for youth who have a history of repeated academic failure and aggressive behavior resulting in suspension/expulsions, and/or have been identified as habitual truants.
- Provides outpatient intervention and treatment services (i.e. substance abuse, mental health, and/or family crisis).
- Provides individual counseling and support groups.

Youth Leadership and Development

- Provides youth with strength-based youth developmental assets.
- Provides services that connect youth to family, school and community.
- Works to engage youth in school, stabilize school attendance and performance, and supports progression to the next grade level.
- Assist youth to connect to educational and learning resources that meet their current educational and learning needs.
- Assists youth to build the needed social skills that will allow them to function both in the education system and in the work force.
- Services support youth to attain postsecondary education options, career development and/or job training/attainment.
- Services assist youth in achieving a high school diploma or G.E.D.
- Services aim at reducing High School drop-out rate.

- Provides an alternative education program for youth who have experienced repeated academic and behavior problems in the regular school setting.
- Provides one-on-one and support groups which include cognitive behavioral activities aimed at developing pro-social skills and building youth leadership.

E. Performance Measures

The TEAM FOR YOUTH evaluation system will measure the services contracted for and delivered. Grantees are responsible for data collection as required, and responsible for complying with any monitoring and reporting requests that are made by TEAM FOR YOUTH Program Evaluator during the evaluation process. The TEAM FOR YOUTH Program Evaluator will work with Grantees to develop and distribute evaluation tools that will track performance measures. The mixed methods study design combines program attendance; observations from site visits; stakeholder interviews; document review; and youth surveys to explore the evaluation questions.

- Program Attendance: Sites will record program enrollment and attendance data into the Cityspan database.
- Site Visits: Program Evaluator will conduct site visits at programs selected by the City. Visits will be scheduled in advance.
- Youth Surveys: Programs that last the full year will survey youth once in the Spring. Programs that have multiple cycles per year will survey youth both in the Fall and the Spring.
- Stakeholder Interviews: Stakeholder interviews will be conducted for the Coordination of Community Schools and the Family Engagement grant strategies.
- Document Review: Program Evaluator will review documents related to the Family Engagement strategy and the academic programs. Documents may include literacy data, self-assessment reports, youth/parent feedback, or any other prepared reports compiled by the Lead Agency and/or City.
- Population level data: Program Evaluator will collect and analyze publicly available population level indicators to include in the findings report.

PART IV: SUBMISSION AND FORM INSTRUCTIONS

Applications in response to this RFP must be received by 5:00 p.m. on Thursday, May 18, 2017. Applications may be mailed or hand-delivered to:

City of San Pablo
TEAM FOR YOUTH RFP Response
Attention: Bertha Romo
13831 San Pablo Avenue, Building 1
San Pablo, CA 94806

Proposals not received by the due date and time to the designated location will be disqualified from the process. Faxed, emailed and postmarked applications will not be accepted.

1. Submit original application with five (5) copies.
2. The completed application must be in the order outlined in the checklist and must be bound on the left side. All pages must be clearly numbered.
3. Application and copies must be 3 hole-punched. Please do not spiral bind application.
4. Narrative responses must be clear, in the order they appear in **Form B** – Narrative, and are not to exceed ten (10) pages (8 ½" X 11"), single-sided, typed or word processed, size 12 font, with 1 inch margins.
5. Letter of support from Principal of desired school site is required and additional letter for any partnerships, linkages and collaborations described in the application are recommended, but not required.
6. **Form B, Form C, Form D** and **Form E** must be completed for each Eligible Service Area requesting funding for.

PART V: FORMS

This checklist is for the applicant's use as a reference tool while completing the RFP application. Use a separate checklist for each school site. The application package should include this form and submitted in the order listed.

AGENCY NAME: _____

SCHOOL SITE(S): _____

YES	NO	COMPONENTS
		Form A Cover Page
		Form B Narrative (Ten page maximum)
		Form C Program Budget
		Form D Program Budget Narrative
		Form E Certification and Assurances
		Form F Statement of Fiscal Agent Responsibilities Form, if applicable
Agency Documents: Include in Application		
		Proof of Non-Profit Status – IRS Determination Letter of 501(c)(3)
		List of Board of Directors
		Organizational Chart
		Resume(s) of Staff member(s) executing the program
		Applicable Letter(s) of support (Principal –required-, WCCUSD, Community Engagement Office, etc.-optional-)

FORM DEFINITIONS

FORM A	COVER PAGE – Complete accurately. San Pablo TEAM FOR YOUTH will correspond with applicant via email.
FORM B	NARRATIVE – Responses to the narrative must be organized according to the listed headings.
FORM C	<p>PROGRAM BUDGET – Program costs for a 12-month period (July-June). Agency match must be a minimum of the 25% in-kind or cash match of the funding request.</p> <p>Personnel Costs</p> <ol style="list-style-type: none"> 1. Position: The position/title and the salary for each staff member to be supported by TEAM FOR YOUTH Program funds; include the Full-Time Equivalent (FTE) estimate. 2. Fringe Benefits: Payroll-related costs such as FICA, health insurance and retirement benefits, and Workers' Compensation, and other payments on behalf of employee. <p>Non-Personnel Costs</p> <ol style="list-style-type: none"> 3. Communication: Costs for telephone, fax, postage, and other communication costs that are essential to program operation. 4. Contract Services: Payments made to individuals who provide professional, scientific, or technical services. Any services that the agency does not have the capability to perform itself, in order to operate the project, but who are not employees. (I.e. consultants, trainers, evaluator, therapists, and social workers.) 5. Equipment: Costs of equipment that is essential for program operation. 6. Insurance: Prorated cost of insurance and other related services for the project. 7. Office Supplies: Costs for office supplies that are essential to program operation. 8. Printing & Duplicating: Costs for printing, duplicating and/or binding of books, pamphlets, newsletters and other reading materials essential to program operation. 9. Program Supplies: Costs for consumable commodities that have a useful life of one (1) year or less, which render services essential to program operation. 10. Travel: Cost for automobile mileage, transportation, and necessary and ordinary travel expenses while on official program business. 11. Other: Any items not covered by the previous categories that are essential to the program operation. Indirect costs should not exceed 15%.
FORM D	PROGRAM BUDGET NARRATIVE – List each budgeted item for the entire proposed program with an explanation of how it contributes to the success of the each program.
FORM E	CERTIFICATION AND ASSURANCES – Signed by agency's authorized representative
FORM F (if applicable)	STATEMENT OF FISCAL AGENT RESPONSIBILITIES – Demonstrates the fiscal agent's agreement to apply for funding on behalf and to comply with responsibilities of a fiscal agent.

FORM A- COVER PAGE

Name of Agency _____

Mailing Address _____

Zip Code _____ **Phone** _____

Agency Director _____ **Email** _____

Legal Status

- ☐ Incorporated as a private non-profit corporation in the State of California and has been granted 501(c)(3) tax exempt status by the United States Internal Revenue Service;
IRS Employer Identification Number (EIN): _____
- ☐ Government Agency

Program Contact _____

Phone Number _____ **Email** _____

Address of Program Location(s) _____

Select the schools you are applying for (limit of three schools):

Eligible Service Areas	X if requested
Bayview Elementary School	
Dover Elementary School	
Downer Elementary School	
Helms Middle School	
Lake Elementary School	
Riverside Elementary School	
Richmond High School	
Total Schools Requested	

Brief Description: (five-line pitch of applicant's qualifications as a Lead Agency)

I hereby certify that I am the Authorized Representative of the above applicant/organization and to the best of my knowledge and belief, all data in this application is true and correct, the governing body of this applicant has duly authorized the document and the applicant will comply with the necessary certifications and assurances if a contract is awarded.

Print Name and Title (Authorized Representative)

Signature and Date

FORM B - NARRATIVE I – LEAD AGENCY

Requested School Site: _____

1. Knowledge of School Site & Initiative (20 Points)

- a. Provide a narrative description of the school's demographics, characteristics, and needs. Describe the student populations' needs, strengths, and priorities.
- b. Explain your agency's experience in delivering and managing programs in i) Family Engagement ii) Out of School Time iii) Violence Prevention and Intervention iv) Youth Leadership and Development.
- c. Describe your agency's knowledge of the Community Schools strategy and how the agency will support the implementation of San Pablo's Community Schools Initiative.

*Points shall be awarded on the basis of the applicant's working knowledge of school site and experience with community schools and the service areas.

2. Agency Experience (20 Points)

- a. Describe the experience of your agency working with students and families in public schools and the resources, and activities that qualify your agency for this RFP.
- b. Describe your working relationship with the school site, including the principal, faculty, mental health service providers, and other staff.
- c. Describe any formal and informal partnerships with schools, community-based organizations, faith-based organizations, businesses, city agencies, parent organizations, or other entities. How do you use these partnerships to effectively meet student, family, and school needs?

*Points shall be awarded on the basis of the applicant's past and current experience, ability to meet the needs of the school and to work with community partners.

3. Staff Experience (20 Points)

- a. Attach the job description with the required qualifications for the Community School Manager. If applicable, include the resume of the proposed staff for the position. Work experience in San Pablo, Richmond, or a place with similar demographics is highly preferred. Bilingual in Spanish is preferred.
- b. Describe your agency's plan to further develop agency and staff capacity to provide coordination of services effectively and efficiently. If you do not have staff in place, describe your recruitment, hiring, and retention plan. The City and WCCUSD may request to be included in the hiring process (i.e., Interview Panel).
- c. Describe how the Community Schools Manager will engage students, families, school staff, and city staff in providing input to the Community School Strategy and programming.

*Points shall be awarded on the basis of the applicant's proposed past and current experience, ability to meet the needs of the school and to work with community partners.

4. Agency Infrastructure & Capacity (20 Points)

- d. Please explain how the agency's Board of Directors, Board Committee, or other Advisory Group provide oversight and fiscal management of the programs offered by the agency.
- e. Describe the agency's system for working with subcontractors. Briefly explain how the agency works with subcontractors in: a) setting goals and measurable objectives for the proposed program, b) collecting, using, and sharing data on participant and program performance, and c) communicating performance information internally and externally, d) problem solving.
- f. Attach agency organizational chart, including Board of Directors, officers and staff. Briefly describe the agency's capacity to integrate the function of a Lead Agency into its overall operations, including how the Community

School Manager will relate to the overall organization. Describe the type and frequency of supervision that the Community Schools Manager will receive.

*Points shall be awarded on the basis of the agency's infrastructure and accountability system, and quality of supervision to the Community Schools Manager.

5. Fiscal Management and Program Budget (20 Points)

- g. Provide a brief description of your agency's accounting system and internal controls. Include the following as appropriate:
 - i. Overall system
 - ii. Timekeeping system
 - iii. Payroll system
 - iv. Inventory system
 - v. Cost allocation plan and methodology
 - vi. Ledger system for receivables, payables, expenses, disbursements, petty cash
- h. Review of **Form C**, **Form D** and **Form E**

*Points shall be awarded on the applicant's demonstration of an adequate accounting system, ability to administer financial system, and submission of a clear, detailed budget, and budget narrative that is consistent with request and supports program implementation.

*Maximum Total Point Score is 100

FORM B - NARRATIVE II – SERVICE PROVIDER
(To be completed only by agencies requesting grant funding for Richmond High)

Requested School Site: _____

1. Needs (15 Points)

- a. Describe the needs of the youth you are targeting.
- b. Describe youth demographics, characteristics and common presenting issues.
- c. Describe the school the youth attend and/or the neighborhoods in which they reside.

*Points shall be awarded on the basis of the applicant's working knowledge of the focus youth population

2. Service Capacity/Experience (25 Points)

- a. Describe the current experience, resources, and activities that qualify your agency for this RFP.
- b. Describe the experience of your agency working with the focus population.
- c. Describe your agency's plan to further develop agency and staff capacity to provide proposed youth services effectively and efficiently. Additionally, if you do not have key people in place, describe your recruitment, hiring, and retention plan. The City and WCCUSD request to be included in the hiring process (i.e., Interview Panel).
- d. Describe your agency's experience in working with collaborative partners. Provide relevant examples including the nature of the partnership.
- e. Explain the type of evaluation, if any, that has been done on the proposed program and explain the evaluation results.
- f. Attach agency organizational chart, including Board of Directors, officers and staff. Include the resume of the staff person executing the program. Work experience in San Pablo, Richmond, or a place with similar demographics is highly preferred. Bilingual in Spanish is highly preferred.

*Points shall be awarded on the basis of the applicant's past and current experience, ability to meet the needs of the focus population, and ability to work with community partners.

3. Program Delivery (25 Points)

- a. Describe your program design including the services you propose to offer and how the services will address youth and family needs as well as fill current services gaps.
- b. Describe your process for outreach and recruitment activities for the services you propose.
- c. Describe how the program is culturally relevant, developmentally appropriate and linguistically accessible for youth.
- d. Describe the expected results. How will youth, parents/guardians and families benefit from your services?
- e. Attach letters of support, memorandums of understanding, and/or agreements for partners listed in your application (i.e. WCCUSD, Community Engagement Office). A letter of support from the Principal of the school where services will be rendered is *required*.

*Points shall be awarded on the basis of the applicant's ability to provide innovative, effective and relevant services to the focus population.

4. Strength-Based Asset Building (15 Points)

- a. Explain your agency's theoretical framework of youth development and how its elements are incorporated when providing services to youth.
- b. How does your agency provide professional development on cultural competency?
- c. What competencies and skills does your program intend to develop in the youth you propose to serve?
- d. How will your program:

- i. connect youth to other caring and supportive adults?
- ii. recognize youths' achievements and contributions?
- iii. encourage parent involvement?
- iv. build youth leadership assets?

*Points shall be awarded on the basis of the applicant's understanding and implementation of a strength-based approach in the program design.

5. Fiscal Management and Program Budget (20 Points)

- a. Provide a brief description of your agency's accounting system and internal controls. Include the following as appropriate:
 - i. Overall system
 - ii. Timekeeping system
 - iii. Payroll system
 - iv. Inventory system
 - v. Cost allocation plan and methodology
 - vi. Ledger system for receivables, payables, expenses, disbursements, petty cash
- b. Review of **Form C**, **Form D** and **Form E**

*Points shall be awarded on the applicant's demonstration of an adequate accounting system, ability to administer financial system, and submission of a clear, detailed budget, and budget narrative that is consistent with request and supports program implementation.

*Maximum Total Point Score is 100

FORM C - PROGRAM BUDGET

Agency Match: Total in-kind and/or cash match must be at least 25% of the requested amount. A minimum of 3% COLA increase is required under the match contribution for Lead Agencies applying for Lake, Bayview, Downer, and/or Riverside.

A. PERSONNEL Costs					
POSITION	FTE	TEAM FOR YOUTH FUNDING	AGENCY IN-KIND MATCH	AGENCY CASH MATCH	TOTAL PROJECT
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
Total Salaries		\$	\$	\$	\$
Fringe Benefits		\$	\$	\$	\$
Sub-Total Personnel Costs					
B. NON-PERSONNEL COSTS					
DESCRIPTION		TEAM FOR YOUTH FUNDING	AGENCY IN-KIND MATCH	AGENCY CASH MATCH	TOTAL PROJECT
Communication		\$	\$	\$	\$
Contract Services		\$	\$	\$	\$
Equipment		\$	\$	\$	\$
Insurance		\$	\$	\$	\$
Office Supplies		\$	\$	\$	\$
Printing & Duplicating		\$	\$	\$	\$
Program Supplies		\$	\$	\$	\$
Travel		\$	\$	\$	\$
Other:		\$	\$	\$	\$
Other:		\$	\$	\$	\$
Sub-Total Non-Personnel Costs		\$	\$	\$	\$
TOTAL COSTS		\$	\$	\$	\$

- The City may request additional budget documents to be submitted during the contract period.

FORM D- PROGRAM BUDGET NARRATIVE

1.0 FTE = 2080 hours

PERSONNEL COSTS				
POSITION	FTE	HOURLY RATE	# OF HOURS	DESCRIPTION (briefly describe core duties as it pertains to project)

NON-PERSONNEL COSTS	
DESCRIPTION	JUSTIFICATION OF COSTS

FORM E - CERTIFICATION AND ASSURANCES

The following assurances are required from each applicant before the City of San Pablo can execute a contractual agreement.

If funded, applicant assures that it will:

1. Be in compliance with all local laws, ordinances, codes, regulations and decrees;
2. Practice non-discrimination in providing services, hiring personnel, and recruiting volunteers, and shall provide a Personnel Practices Plan, if funded;
3. Submit in a timely manner such project and financial reports as are required by the City to monitor performance of the project;
4. Appoint one director of the project who will be responsible for the administration of the project;
5. Appoint a fiscal agent who shall be responsible for all financial and accounting activities of the project (if applicable);
6. Obtain and maintain insurance provisions as required by the City. Applicant understands that the project will not begin, nor can costs be incurred, until proof of adequate insurance is approved by City;
7. Use the TEAM FOR YOUTH Program funding for delivering services to San Pablo residents and communities;
8. Comply with church/state restriction as outlined below. Applicant agrees funds received from the City for public services shall be used in accordance with the following conditions:
 - (a) Applicant shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion;
 - (b) Applicant shall not discriminate against any person applying for public services on the basis of religion and shall not limit such services or give preference to persons on the basis of religion;
 - (c) Applicant shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services;
 - (d) The portion of a facility used to provide public services shall contain no sectarian or religious symbols or decorations; and
 - (d) The funds shall not be used to construct, rehabilitate or restore any facility, which is owned by applicant and in which the public services are to be provided. Minor repairs may be made, however, if those repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute, in dollar terms, only a minor portion of the expenditure for the public services.
9. Not supplant existing funds for services provided by the agency;
10. Promote healthy eating practices by providing healthy snacks and meals to program participants. The City reserves the right to deny reimbursement for foods that do not promote good nutrition and health; and

11. Community School Manager will participate as a member of the Community Schools Manager Meetings and Lead Agency representative will attend the Lead Agency Meetings.

This application and the information contained herein are true and correct and complete, to the best of my knowledge.

If applicant is operating with a Fiscal Agent then such Fiscal Agent or its authorized representative, acknowledges and agrees, that they are a responsible officer or employee of the firm submitting the application, that obligations assumed by submission of application must be fulfilled, and that they have reviewed all responses and information provided by or on behalf of Applicant, and Applicant, and its fiscal agent, if applicable, further agrees under penalty of perjury and other applicable state and federal laws, that all the responses, statements and information provided in this application are true, correct and complete. Applicant further acknowledges and agrees that it is Applicant's duty and obligation to notify City immediately, and provide additional information, in the event that any of the information provided becomes outdated, untrue or incomplete due to one or more changes in facts or circumstances at any time prior to award.

Print Name and Title (Authorized Representative)

Signature and Date

Organization Name:			
Address of Representative:			
Phone Number:		Email:	

FORM F- STATEMENT OF FISCAL AGENT RESPONSIBILITIES

_____ shall act as a Fiscal Agent for _____
(Organization Name) (Applicant)

for its _____.
(Applicant's Project)

The applicant has or will submit a grant application for the City of San Pablo TEAM FOR YOUTH Grant Program.

If the project is awarded funds, the Fiscal Agent shall accept the following responsibilities:

- Enter into an agreement with the City of San Pablo to provide specified services in accordance with any TEAM FOR YOUTH funding condition(s);
- Receive payments from the City of San Pablo for project expenses and disburse funds to the applicant;
- Maintain adequate accounting records for the TEAM FOR YOUTH funded project;
- Submit project reports to the City of San Pablo as required;
- Participate in the TEAM FOR YOUTH evaluation system.

Fiscal Agent (Organization Name)

Address of Fiscal Agent's Authorized Representative

Phone Number and email address of Fiscal Agent's Authorized Representative

Fiscal Agent (Authorized Representative)
PRINT NAME

BY: _____
Fiscal Agent (Authorized Representative)
SIGNATURE and TITLE

DATE: _____

PART V: ATTACHMENTS

Sample Grant Funding Agreement
Sample Service Partner Agreement
Sample Resolution for Non-Profit Signature Authorization

**AGREEMENT FOR PROGRAM SERVICES BETWEEN THE CITY OF SAN PABLO AND
AGENCY/ORGANIZATION
Agreement No. YA17-####**

THIS AGREEMENT, dated this ____ day of ____, is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City "), whose address is 13831 San Pablo Avenue, San Pablo, California 94806, and **XXXXXX**, (hereinafter referred to as "Agency"), whose address is **XXXXXX** for program services.

RECITALS:

WHEREAS, the City desires to provide funding to public and non-profit organizations to expand and/or enhance school-based services for children, youth and families in alignment with the San Pablo Community Schools Initiative and the City Council's Priority Workplan;

WHEREAS, Agency has been approved by City Council as a qualified Lead Agency and is eligible to receive San Pablo Team for Youth funding;

WHEREAS, Agency desires to enter into the agreement described herein with the City;

WHEREAS, Agency has represented to City, and does in fact have the special training, skills, competence and expertise necessary to provide coordination of community schools and the educational services programs contemplated herein;

NOW, THEREFORE, Agency and the City agree as follows:

AGREEMENT:

(1) Scope of Service.

Term and Scope of Services

Agency agrees to provide services to the City as specified in Exhibit A-Scope of Services, Exhibit B-General Service Requirements, Exhibit B1-Community Schools Manager & Lead Agency Meeting Participation, Exhibit B2- WCCUSD Community Partnership & FERPA Confidentiality Agreement, Exhibit C-Project Budget, Exhibit C1-Project Budget Narrative, and Exhibit D-Reporting Requirements; all of which are attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of the Agency's proposal, the City's Request for Proposals, and this agreement, the terms most favorable to the City shall prevail.

Subcontracting

The City approves the following organizations for subcontracts, but the Agency is responsible for ensuring that the subcontractors comply with all provisions of this Agreement, including but not limited to the scope of services and obligations regarding contact with minors in Section 1, retention of records in section 8 and insurance in section 14 (with the general liability insurance covering physical abuse and molestation claims):

Bay Area Community Resources
Bay Area Peacekeepers
Community Violence Solutions

Contact or Supervision of Children (minors under the age of 18)

In cases where the services rendered under this Agreement require direct contact or supervision of children, Agency and any subcontractors shall:

- a. Be considered a mandated reporter of child abuse and neglect pursuant to State Law and shall have received the same or similar training provided by the Child Abuse Prevention Council of Contra Costa County.
- b. Comply with all requirements of California Penal Code section 5164, including but not limited to ongoing criminal background checks of all individuals who have, or could have, supervisory or disciplinary authority over a minor. Until there is written confirmation that the individual has cleared this criminal background check, Agency shall ensure that the individual has no interactions with minors.
- c. At the start of each fiscal year, Agency shall provide a list of all individuals having who have, or could have, supervisory or disciplinary authority over a minor in a program or facility at San Pablo and declare under penalty of perjury that they have successfully cleared the background check. This list shall be signed by an authorized manager and his or her signature shall be notarized.

Quality of Performance

Agency agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Agency shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Agency pursuant to this Agreement are satisfactory to the City. If during the course of this Agreement, it is determined services being provided are not satisfactory, Agency shall take such corrective action as the City may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the City's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(2) Compensation. Notwithstanding any contrary indications which may be contained in Agency's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, City hereby agrees to reimburse Agency on a "cost-of-service" basis as provided in the Exhibit C-Project Budget, a sum not to exceed XXXXX (\$0.00).

Agency shall be paid within thirty (30) days of receipt of billings for work completed and approved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Agency be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by City prior to the commencement of the work.

Invoices must be signed by an authorized representative of Agency, who shall verify that the invoiced services have been performed.

(3) **Changes In Work-Extra Work.** In addition to services described in section 1, the parties may from time to time agree in writing that Agency, for additional compensation, shall perform additional services. The City and Agency shall agree in writing to any changes in compensation and/or changes in Agency's services prior to the commencement of any work. If Agency deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Agency shall immediately inform the City in writing of the fact. The City shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide compensation to the Agency in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the City and Agency. A supplemental agreement providing for such compensation for extra work shall be negotiated between the City and the Agency.

(4) **Effective Date and Term.** The effective date of this agreement is **July 1, 2017** and it shall terminate on **June 30, 2021**.

(5) **Independent Contractor Status.** It is expressly understood and agreed by both parties that Agency, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Agency shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Agency shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Agency shall not represent, at any time or in any manner, that Agency is an employee of the City. Agency will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and desires. In any case where an opportunity is made available to Agency, Agency will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the City. If Agency accepts an engagement, such an acceptance is deemed an affirmative admission that Agency possesses the necessary skills, background, and licenses to perform the needed services. Agency acknowledges that the City will provide no training. Agency will provide whatever tools and materials that are necessary to complete a client engagement. Agency is free to accept, and has accepted in the past, other client engagements. Agency is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Agency is hired on a temporary basis only and that if the City and/or Agency desires to continue Agency's services after expiration or termination of this agreement, Agency will sign a new contract.

(6) **Billings.** Agency shall timely furnish the City with (a) the reports and other information as provided by the City as outlined in Exhibit D-Reporting Requirements. Except as specifically authorized by City, Agency shall not bill City for duplicate services performed by more than one person. In no event shall Agency submit any invoices for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

(7) **Advice and Status Reporting.** Agency shall provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to City such information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The City may withhold payments otherwise due to Agency pending timely delivery of all such reports and information. Agency shall notify the City

Manager of any matters that could adversely affect Agency's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) Retention of Records. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City and all data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use. At City's request, or upon completion or termination of this agreement, Agency shall return to City all plans, maps, cost estimates, project financial records, reports, and related documents.

Agency and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Agency also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

(9) Fiscal and Audits. Agency agrees to the following:

(a) General Fiscal Responsibilities of Agency. Agency shall:

- (i) If applicable, appoint and submit to the City, the name of a fiscal agent, acceptable to the City, who shall be responsible for the financial and accounting activities of Agency, including the receipt and disbursement of the contract fund installments.
- (ii) Establish and maintain a system of accounts for contract funds that shall be in conformance with generally accepted principles of accounting. Such system of accounts shall be subject to review and approval of the City.
- (iii) Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
- (iv) Submit to the City at such times and in such forms as the City may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.

(b) Audits. In the event that the City determines, from review of any reports, inspection of records or any other source, that there is a problem or discrepancy regarding Agency's compliance with the terms and conditions of this Agreement, including but not limited to the Contract Budget, then the City shall, in its sole discretion, have the right to require an audit relating to the Scope of Services and Agency's compliance hereunder. In the event the City elects to require an audit, the City shall notify Agency and the following provisions set forth below shall apply.

- (i) Agency shall enter into an agreement with an outside auditor no later than thirty (30) days from the date of City's notice calling for a financial audit of Agency hereunder. The written agreement may be in the form of an engagement letter prepared by the auditor and

approved by Agency. An amount equal to the Agency's estimated cost of an independent audit may be set aside from the Contract Funds by the City.

- (ii) Should Agency not enter into the agreement with an outside auditor or should an audit not be done on a timely basis, the City, at its discretion, may enter into an agreement with an independent auditor to do the audit and utilize Agency's set-aside funds for the audit.
- (iii) The audit report must be completed and sent to the City Manager within one hundred and twenty (120) days from City's notice calling for an audit of Agency. The audit shall conform with generally accepted auditing principles.
- (iv) Agency shall submit to the City copies of management letters the auditor prepares for the Agency as a part of the audit engagement.
- (v) All audits must be done by Certified Public Accountants currently certified to practice in the State of California. Agency must have proof of current licensing included at the time the audit is submitted to the City. A certification to practice in California must accompany the audit when submitted to the City.
- (vi) In the event that the result of any such audit shows a discrepancy from the Contract Budget or misuse funds equal to five percent (5%) or less of the Project Fund Award, then the cost of the audit shall be borne fifty-fifty (50% by Agency and 50% by the City). In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse of funds equal to more than five percent (5%) of the Project Fund Award, then Agency shall be responsible for the entire cost of the audit.

Notwithstanding the foregoing, the City shall have the right for any reason whatsoever to perform, or cause to be performed an independent audit. Such audits may cover programmatic as well as fiscal matters. Agency will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such independent audits shall be borne by the City.

- (c) Disallowed Costs. Agency is liable for repayment of disallowed costs as determined by the City. Disallowed costs may be identified through audits, monitoring or other sources.

(10) **Agency's Testimony.** Agency agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Agency's services.

(11) **Designation of Primary Provider of Services.** This agreement contemplates the services of Agency, **XXXXXX**. The primary provider of the services called for by this agreement shall be **XXXXXX**, who shall not be replaced without the written consent of City.

(12) **Assignment of Personnel.** Agency shall assign only competent personnel to perform services pursuant to this agreement. If City asks Agency to remove a person assigned to the work called for under this agreement, Agency agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(13) **Assignment and Subcontracting.** It is recognized by the parties that a substantial inducement to City for entering into this agreement was, and is, the reputation and competence of Agency. The assignment of this Agreement by Agency or any interest therein, is prohibited without the

prior written approval of City's City Manager. Agency shall not subcontract any portion of the performance contemplated and provided for herein unless set forth in Section 1 or without prior written approval of the City's City Manager.

(14) Insurance.

A. General, Automotive, and Employer's Liability, and Workers' Compensation Provisions.

On or before beginning any of the services or work called for by any term of this agreement, Agency, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City. Agency shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Agency has also been obtained for the subcontractor. Agency shall maintain limits no less than set forth below. If the Agency maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the Agency.

1. General Liability: \$2,000,000

Per occurrence for bodily injury, personal injury, and property damage.

Includes operations, products and completed operations.

At least as broad as the CG0001 with no exclusion for sexual abuse claims

2. Automotive Liability: \$1,000,000

Per accident for bodily injury and property damage

3. Workers' Compensation: As Required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Agency, its employees, agents and subcontractors.

4. Employers' Liability: \$1,000,000 each accident;

\$1,000,000 policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

5. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Agency shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Agency; and with respect to liability arising out of work or operations performed by or on behalf of the Agency including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Agency's insurance policy, or as a separate owner's policy.
- For any claims related to this project, the Agency's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Agency's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.
- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - (i) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Agency, including the insured's general supervision of Agency; products and completed operations of Agency; premises owned, occupied or used by Agency; or automobiles owned, leased, hired, or borrowed by Agency. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.
 - (v) Any failure of Agency to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
 - (vi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.

Deductibles and Self-Insured Retentions. Agency shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of City Manager, Agency may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Agency procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Agency shall

provide written notice to City at Agency's earliest possible opportunity and in no case later than five days after Agency is notified of the change in coverage.

7. Waiver of Subrogation.

Agency hereby agrees to waive subrogation which any insurer of Agency may acquire from Agency by virtue of the payment of any loss. Agency agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

8. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9. Verification of Coverage

Agency shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the city, unless the insurance company will not use the City's forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Agency's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications.

10. Subcontractors

Agency shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

B. City Remedies. In addition to any other remedies City may have if Agency fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
- (ii) Order Agency to stop work under this agreement or withhold any payment which becomes due to Agency hereunder, or both stop work and withhold any payment, until Agency demonstrates compliance with the requirements hereof;
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Agency's breach.

(16) Indemnification

A. To the fullest extent permitted by law, the Agency shall (1) immediately defend, and (2) indemnify the City, and its officials, volunteers, officers, and employees from and against all liabilities regardless of nature or type directly or indirectly, in whole or in part, arising out of or resulting from Agency's performance of services under this contract, or any negligent or wrongful act or omission of the Agency or Agency's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Agency's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Agency's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

B. The duty to defend is a separate and distinct obligation from the Agency's duty to indemnify. The Agency shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Agency of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Agency from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Agency asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Agency may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of the Agency's work or work product by any indemnified party shall not affect, relieve or reduce the Agency's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

D. It is understood that the duty of Agency to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Agency from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement.

(17) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Agency, its employees, agents, or subcontractors by federal or state law, Agency warrants that such license has been obtained, is valid and in good standing, and Agency shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(18) Nondiscriminatory Employment Practices and Compliance With Law. Agency represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Agency shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair

Employment and Housing Act. Agency shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Agency shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

(19) Termination.

A. City may terminate this agreement at its sole discretion at any time prior to completion by the Agency of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Agency, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Agency. If the City should terminate this agreement, the Agency shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Agency or his employees, or services of others ordered by the Agency or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Agency or his employees are not able to cancel such orders for materials or services of others. Compensation for the Agency in the event of cancellation shall be determined by City in accordance with percentage of project completed and agreed to by the Agency. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Agency. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this agreement for cause by providing Agency with one day's written notice of such termination should Agency violate any of the terms and conditions of this agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Agency within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon City's termination of this agreement for cause, City reserves the right to complete the work by whatever means City deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Agency, shall be charged to the Agency.

C. Immediate Termination. City may terminate this agreement immediately in any case where the Agency engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(20) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Agency:

To the City: City Manager
13831 San Pablo Avenue
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(21) Amendments. This agreement may be modified or amended only by a written document executed by both Agency and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

Should the Agency not expend funds allocated under this agreement in accordance with any Project Expenditure Rate that may have been established as part of the Contract Budget, the City may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this agreement. Changes between major budget categories of the Contract Budget of less than ten percent (10%) of the lesser major budget category need not be incorporated by written amendment; however, the City must be informed immediately in writing of each such change. Changes to the City's Agreement numbering system, fund source or coding may be made unilaterally by the City and without the need for amendment of this Agreement. The Agency shall be notified in writing of any changes in the Agreement number, fund source or coding assigned by the City; provided, however, that the total compensation allocated by the City through this Agreement does not change.

(22) Abandonment by Agency. In the event the Agency ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Agency shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Agency agrees to be financially responsible to compensate City for any costs incurred by City in retaining the services of another to replace Agency, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Agency under the contract had Agency completed the project.

(23) Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(24) No Third-party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(25) Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(26) Compliance with Laws. In the performance of this agreement, Agency shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Agency warrants that all work done under this agreement will be in compliance with all applicable safety

rules, laws, statutes and practices, including, but not limited to Cal/OSHA regulations and provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et. seq.

(27) Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

(28) Breach. In the event that Agency fails to perform any of the services described in this agreement or otherwise breaches the agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Agency shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Agency hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(29) Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which have provided grant funding (if any) for the subject Project and the City may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(30) Conflict of Interest. Agency warrants and covenants that Agency presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Agency shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement. Agency further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by city staff, that Agency meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(31) Copyright. Upon City's request, Agency shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Agency or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(32) Time is of the Essence. In the performance of this agreement, time is of the essence. Agency shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement. All design work as outlined in the scope of services in Exhibit A must be completed by **June 30, 2021**.

(33) Whole Agreement. This agreement has **(##) pages** excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(34) Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Agency has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO
a Municipal Corporation

By _____
Brian M. Libow, City Attorney

By _____
Matt Rodriguez, City Manager

APPROVED AS TO CONTENT:

By _____
Ted Denney, City Clerk

By _____
Gregory A. Dwyer
Community Services Manager

Dated: _____

By _____
Name, Title

- Attachments:
- Exhibit A-Scope of Services
 - Exhibit B-General Service Requirements
 - Exhibit B1- Community Schools Manager & Lead Agency Meeting Participation
 - Exhibit B2- WCCUSD Community Partnership & FERPA Confidentiality Agreement
 - Exhibit C-Project Budget
 - Exhibit C1-Project Budget Narrative
 - Exhibit D-Reporting Requirements

EXHIBIT A

SCOPE OF SERVICES

INTRODUCTION

PROGRAM DESCRIPTION

VERIFICATION

The Agency shall maintain in project files, a record of the verification documents for the program. Verification documents may include referral forms, contact form records, completed needs assessments, signed parental release forms for participation, attendance records, etc.

PERFORMANCE MEASURES

The San Pablo Team for Youth Program evaluation system explores the extent to which programs meet their goals for youth and families served, the quality of the services provided, and evidence that participants benefitted from their involvement.

- **Participation** documents the total number of youth and families served each year, along with the total days youth and families participate in each program cycle.
- **Quality** is the experience of youth in the programs. High quality youth programs are more likely to benefit youth than lower-quality programs.
- **Benefits** to participants measures are drawn from the City of San Pablo's focal assets – Support, Empowerment, Commitment to Learning, and Social Competencies. Each grant strategy has a tailored set of outcome measures based on the program design.

Agencies are responsible for data collection as required, and responsible for complying with any monitoring and reporting requests that are made by the Program Evaluator during the evaluation process. The Program Evaluator will work with Agencies to develop and distribute surveys that will track these performance measures.

Performance Measure 1: Participation

Participation is measured based on the extent to which programs are serving the targeted number of youth and the extent to which youth attend frequently and regularly. Overall enrollment, number of days attended, and percent of days attended will be collected from attendance data submitted by programs to the City of San Pablo.

Performance Measure 2: Quality

Program quality is defined by the extent to which programs are safe, supportive, interactive, and engaging. Quality is assessed based on youth surveys and observations from site visits.

Performance Measure 3: Benefits

Benefits to youth are defined by the extent to which youth perceive stronger community assets of Empowerment and Support as well as the extent youth report stronger internal assets of Social Competencies and Commitment to Learning. Benefits to youth are assessed based on youth surveys.

EXHIBIT B
GENERAL SERVICE REQUIREMENTS

Clients Served

1. Agency shall serve children and youth residing or attending school in San Pablo, ages 5-24 and their families. The San Pablo schools are the following:
 - Bayview Elementary School
 - Dover Elementary School
 - Downer Elementary School
 - Helms Middle School
 - Lake Elementary School
 - Riverside Elementary School
 - Richmond High School (serving San Pablo youth)
2. Agency shall not require individuals who are eligible for services under the terms of this Agreement to participate in other related projects or services as a prerequisite to receiving services under this Agreement.
3. Agency shall provide immediate short-term emergency response services as needed and in accordance with its expertise and capacity. Agency recognizes and agrees that, from time to time, the City may need to coordinate and/or make referrals to Agency. In addition, if Agency delivers services on any school campus, Agency shall adhere to the district's emergency protocol and procedures.
4. Agency shall maintain timely and accurate records which reflect service levels, participant characteristics, service outcomes and expenditures under the terms of this Agreement.
5. Agency shall provide information and referral to other appropriate agencies if youth cannot be served by the Agency.
6. Agency shall participate in CARE Team meetings, staff meetings, and other school-based meetings with the goal of coordinating care for students and families and working collaboratively within the school community.

Personnel

7. Agency shall notify **Youth Services Program Coordinator** of all staff changes affecting the project funded through this Agreement within seven (7) days of the resignation, firing or any other change. A plan for replacing the staff person will be submitted to the City within fourteen (14) days of the resignation, firing or any other change. This plan will include timelines for replacing the staff person. The Agency will make an effort to prioritize filling positions to ensure continuity of services.
8. Pursuant to California Penal Code section 11105.3, Agency shall obtain criminal record information for each and every person who applies for an employment or volunteer position with Agency, in which he or she would hold a supervisory or disciplinary power over any minor or any person under his or her care pursuant. Agency shall demonstrate to the satisfaction of City that it has acceptable protocols in place for the acquisition and maintenance of such information and for the screening and retention of employees and volunteers.

Evaluation

9. Agency will work with the City's evaluator and participate in activities that assess the effectiveness of San Pablo TFY program services. This includes the distribution, gathering and submission of applicable youth surveys and the coordination and execution of external site visits.
10. Agency shall maintain client demographic data and complete the required City client reports, which will include inputting client information to an online database in a consistent and timely manner.
11. Agency representative shall attend trainings hosted by and/or funded by the City for continuous program quality improvement and staff development.
12. Agency shall assist the City with additional assessment and reporting needs regarding San Pablo TFY funded services. Agency's assistance will include, but not be limited to, assistance with outreach to persons served by Agency's Scope of Services in order to promote meaningful discussion in evaluation and needs assessment.

EXHIBIT B1
COMMUNITY SCHOOLS MANAGER & LEAD AGENCY MEETING PARTICIPATION

Background on the San Pablo Full Service Community Schools Initiative:

On November 21, 2011, the City of San Pablo City Council passed a resolution to develop a San Pablo Full Service Community Schools (FSCS) Initiative with the goal of transforming all schools in San Pablo into Full Service Community Schools. In a Full Service Community School (Community School), the school district, city, county, community and faith-based organizations, businesses, families and philanthropists form a strong, deep and transparent partnership to jointly address the identified needs of students, families and the community in a comprehensive, integrated and accountable way. The City of San Pablo's Youth Services Division is aligned philosophically and programmatically with the San Pablo Community Schools Initiative. TEAM FOR YOUTH has been redirected as the funding arm of the Community Schools Initiative to support agencies interested in expanding or enhancing current programs and services for San Pablo youth and families in alignment with the Community Schools Initiative.

1. Agency fully understands that this Agreement serves as a public commitment to partner with the City of San Pablo towards the success of the Community Schools Initiative, *Where Community Supports Education and Education Supports Community*.
2. Community School Manager shall participate and attend the San Pablo Community Schools Manager meetings to ensure communication, coordination and linkage of services for youth and families served by the funding provided through the City of San Pablo's Team For Youth program.
3. Agency will make available the **Community Schools Manager** for the Community Schools Manager Meetings. The Community Schools Manager will fully participate in meetings and capacity building trainings as scheduled.
4. Agency agrees to participate and attend Lead Agency Meetings to work toward the strategic goals and objectives of the Community Schools Initiative 2015-2019 Strategic Work Plan "*Where Community Supports Education and Education Supports Community*." Agency further understands and accepts that the Community Schools Managers depend upon the **Lead Agency** to fully participate in the implementation of the Strategic Work Plan. Less than full participation may adversely impact the ability of the Initiative to complete its purpose.
5. Due to the sensitive nature of some of the information shared, Community School Managers must maintain strict confidentiality regarding matters exchanged within the body of the meetings. Additionally, participation is limited to those that have an executed Agreement and/or MOU in good standing with the City of San Pablo Youth Services Division.
6. Community School Managers are aware that they must comply with the confidentiality laws prescribed in section 830.1 of the California Welfare and Institutions Code, the text of which in effect as of August 2004, is set forth below. Agency hereby agrees to abide by the confidentiality requirement in the course of this agreement.
7. Community School Managers will collaborate with other members to the extent possible in meeting the goals of the Community Schools Initiative and in carrying out agreed upon programs.

(excerpt)

CALIFORNIA CODES
WELFARE AND INSTITUTIONS CODE
SECTION 825-830.1

830.1. Notwithstanding any other provision of law, members of a juvenile justice multidisciplinary team engaged in the prevention, identification, and control of crime, including, but not limited to, criminal street gang activity, may disclose and exchange nonprivileged information and writings to and with one another relating to any incidents of juvenile crime, including criminal street gang activity, that may also be part of a juvenile court record or otherwise designated as confidential under state law if the member of the team having that information or writing reasonably believes it is generally relevant to the prevention, identification, or control of juvenile crime or criminal street gang activity. Every member of a juvenile justice multidisciplinary team who receives such information or writings shall be under the same privacy and **confidentiality** obligations and subject to the same penalties for violating those obligations as the person disclosing or providing the information or writings. The information obtained shall be maintained in a manner which ensures the protection of **confidentiality**.

As used in this section, "nonprivileged information" means any information not subject to a privilege pursuant to Division 8(commencing with Section 900) of the Evidence **Code**.

As used in this section, "criminal street gang" has the same meaning as defined in Section 186.22 of the Penal **Code**.

As used in this section, "multidisciplinary team" means any team of three or more persons, the members of which are trained in the prevention, identification, and control of juvenile crime, including, but not limited to, criminal street gang activity, and are qualified to provide a broad range of services related to the problems posed by juvenile crime and criminal street gangs. The team may include, but is not limited to:

- (a) Police officers or other law enforcement agents.
- (b) Prosecutors.
- (c) Probation officers.
- (d) School district personnel with experience or training in juvenile crime or criminal street gang control.
- (e) Counseling personnel with experience or training in juvenile crime or criminal street gang control.
- (f) State, county, city, or special district recreation specialists with experience or training in juvenile crime or criminal street gang control.

EXHIBIT B-2
WCCUSD COMMUNITY PARTNERSHIP PROCESS
& FERPA CONFIDENTIALITY AGREEMENT

WCCUSD Community Partnership Process

The West Contra Costa Unified School District's [Community Partnership Process](#) is the point of entry for community partners in the District. The process streamlines partnerships, increases alignment of services with school site needs, ensures student safety, and creates a detailed inventory of programs and services available to students and families. Agency is required to complete the Community Partnership Process and obtain district badges for all staff who are providing school-based services.

WCCUSD FERPA Confidentiality Agreement

The City of San Pablo's Youth Services Division is working with an evaluator to evaluate its city-led and grantee-led programs. Evaluation reports will support programs' continuous quality improvement and provide the public with information about the quality and benefits of Youth Services programs.

A key component of the evaluation is to determine to what extent City of San Pablo Youth Services programs recruit and retain youth. Accurate program attendance tracking is essential to this evaluation's success.

The City of San Pablo worked with Cityspan to create an attendance tracking system that is pre-populated with basic student directory level data from West Contra Costa Unified School District (WCCUSD). This will greatly reduce the administrative burden of data entry as well as create a quality control mechanism.

This Cityspan data will solely be used to analyze youth demographics and participation patterns in San Pablo programs. Information will only be reported in aggregate.

As stated in the WCCUSD Form H- FERPA Confidentiality Agreement,

"§ 99.31 of the FERPA Regulations permits the District to disclose protected records to a contractor with a legitimate educational interest in the record, provided that the contractor (1) performs an institutional service or function for which the District would otherwise use employees, (2) is under the direct control of the District with respect to the use and maintenance of education records, and (3) is subject to the requirements of § 99.33(a) of the FERPA Regulations governing the use and redisclosure of personally identifiable information from education records; and whereas, the Parties desire for Vendor to comply with all Confidentiality Laws to ensure the prevention of any unauthorized disclosure of all confidential records and information of the District."

Agency is required to complete and submit a [WCCUSD Form H - FERPA Confidentiality Agreement](#) to the City of San Pablo prior to accessing the Cityspan system that contains student directory data.

EXHIBIT C
PROJECT BUDGET

Funding for this Agreement is made possible through revenue from the Youth Services General Fund. Continued funding is contingent upon program performance and availability of funds.

APPROVED REIMBURSEMENT

The total approved reimbursement for the contract period July 1, 2017 – June 30, 2021 will not exceed **Dollars and No Cents (\$0.00)**. Should the Agency be reimbursed less than the total approved amount, the remaining funds may be reprogrammed by the City.

MINIMUM MATCH REQUIRED

Agency shall ensure that the Match component of the project is fulfilled. The Agency has committed the match value of **Dollars and No Cents (\$0.00)** to the project. Failure to generate a minimum 25% match will be cause for the withholding of payment of invoices against this Agreement or to terminate this Agreement.

A. PERSONNEL COSTS					
POSITION	FTE	TFY FUNDS	IN-KIND MATCH	CASH MATCH	TOTAL PROJECT
Total Salaries					
Fringe Benefits					
Sub-Total Personnel Costs					
B. NON-PERSONNEL COSTS					
DESCRIPTION		TFY FUNDS	IN-KIND MATCH	CASH MATCH	TOTAL PROJECT
Sub-Total Non-Personnel Costs					
TOTAL COSTS					

EXHIBIT C1
PROJECT BUDGET NARRATIVE

The Project Budget Narrative reflects description for use of San Pablo Team for Youth funds only.

A. PERSONNEL COSTS		
POSITION	FTE	DESCRIPTION

B. NON-PERSONNEL COSTS	
DESCRIPTION	JUSTIFICATION OF COSTS

EXHIBIT D
REPORTING SCHEDULE

REPORTING GUIDELINES

All reports shall be submitted by the appropriate deadlines. If reports are not received in a timely manner or not completed, invoices will be held for payment until all pending reports are received and approved.

All reporting documents should be submitted to:

Bertha Romo
Youth Services Division
Community Services Department
13831 San Pablo Avenue, San Pablo, CA 94806

Required Monthly Reports

1. The Contractor's Invoice Form (Attachment #1) and the Contractor's Detailed Statement of Costs (Attachment #1a) shall be submitted by the **tenth** calendar day of the month for the previous calendar month. Supporting documentation must be included before any payment is processed.
2. The Contractor's Matching Funds Report (Attachment #2) shall be submitted with each invoice. Supporting documentation must be included before any payment is processed.
3. A Monthly Narrative Report (Attachment #3) shall be submitted with each invoice.

Required Annual Reports

The Final FY Invoice and Report must be submitted by **July 5 of each year**, consistent with the Finance Department Accounts Payable Fiscal Year-end closing deadline.

Survey Reports

Agency will be provided with program surveys and shall submit surveys on the dates listed below. Programs that offer services on a semester basis will submit surveys in January and agencies whose programs extend through the entire school year will submit surveys in April.

Reporting Period		Due
Semester	July - December	January 10
School-Year	January - June	April 10

Other Documentation Required

Additional data related to project performance or management may also be requested for auditing or evaluation purposes.

**City of San Pablo – City Manager’s Department
Contractor’s Invoice Form**

City Contact: Bertha Romo	Division: Youth Services	Phone Number: (510) 215-3087
Contractor’s Name:		Invoice Number:
Contractor’s Address:		Invoice Period:
Project/Program Name:		Agreement Number: YA17-xxxx
Contact Person’s Name & Phone Number:		Contract Period: July 1, 2017 – June 30, 2021
Description		Total Cost
Personnel		\$
Non-Personnel		\$
Subtotal		\$
Deductions		\$
NET AMOUNT OF THIS REQUEST		\$
Fund Source and Amount:		Youth Services General Fund TOTAL
Youth Services Fund: \$0.00		
Contract Budget		\$0.00
Less Previous Payments		
Less Net Amount of this Request		
Equals Contract Balance		

INVOICE CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury under the laws of The State of California, to the best of my knowledge and belief after diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against The City of San Pablo, and that I am authorized to authenticate and certify to said claim.

Typed Name

Authorized Signature

Date

FOR OFFICE USE ONLY			
Acct#: Fund – Object – Division – Project		PO#:	Amount to be paid:
I certify this is for official business and is a true and correct statement.	Authorize expenditures of budgeted funds up to \$10,000.	Authorize expenditure of budgeted funds exceeding \$10,000	Approval of adequate documentation.
_____ REQUESTER’S SIGNATURE	_____ DEPARTMENT APPROVAL	_____ CITY MANAGER APPROVAL	_____ FINANCE AUDIT
Date:	Date:	Date:	Date:

City of San Pablo, City Manager's Department

Contractor's Detailed Statement of Costs

Contractor's Name:	Name of Person Completing Form:		
Project/Program Name:	Phone Number:	Contract Number: YA17-xxxx	Invoice Number:
Contractor's Address:	Date Form Completed:	Contract Period: July 1, 2017 – June 30, 2021	Invoice Period:

Cost Category	Youth Services General Fund	Cumulative Costs to Date	Cost for Report Month**	Budget Balance
Personnel				
Salaries & Wages				
Fringe Benefits				
Subtotal Personnel Expenses				
Non-Personnel				
Subtotal Non-Personnel Expenses				
Total Project Expenses				

****Attach copies of supporting documentation**

City of San Pablo, City Manager's Department

Contractor's Matching Funds Report

Contractor's Name:	Name of Person Completing Form:		
Project/Program Name:	Phone Number:	Contract Number: YA17-xxxx	Invoice Number:
Contractor's Address:	Date Form Completed:	Contract Period: July 1, 2017 – June 30, 2021	Invoice Period:

Cost Category	TOTAL AGENCY MATCH	Cumulative Match to Date	Match for Report Month**	Match Balance
Personnel				
Salaries & Wages				
Fringe Benefits				
Subtotal Personnel Expenses				
Non-Personnel				
Other				
Subtotal Non-Personnel Expenses				
Total Project Expenses				

****Attach copies of supporting documentation**

**City of San Pablo – City Manager’s Department
Monthly Narrative Report**

Today’s Date:		Reporting Period:	
Agency Name:			
Project Name:			
Contact Person(s) and Title(s):			
Person(s) preparing this report:			

1. Describe any accomplishments or activities that Team for Youth youth/agency was involved with.
2. Describe any challenges, delays or setbacks encountered in meeting your goals and/or in providing contracted services.
3. Other comments.

[GRANTEE'S NAME]

SERVICE PARTNER AGREEMENT

(Program Name Here)

City of San Pablo, TEAM FOR YOUTH Program

I. Introduction

This Service Partner Agreement ("Agreement") stands as evidence that the _____ (Grantee Name) and _____ (Service Partner Name) will work collaboratively toward the mutual goal of providing support services and assistance to the students of _____ (School Name). The City of San Pablo, TEAM FOR YOUTH Program's goal is to strengthen and expand partnerships and service collaborations that align with the Community Schools strategy to provide school-based services to youth and families. Both parties believe that implementation of this program, as described herein, will further this goal. To this end, each party agrees to participate in this program and will uphold the agreements listed below.

II. Program Description (Please attach copy of program brochure)

This should be a short description of the program. It should include key components and what the program objectives are.

III. (Grantee Name Here) Agrees to Provide

Please note, examples listed below are intended to facilitate this process. This is not an exhaustive list and items listed in this area should reflect the needs of the school/service partner and agency in question.

1. Administration of program
2. Number of clients to be served
3. Program Days and Times
4. Program Supplies
5. Agency's role in recruitment
6. Background checks

IV. Service Partner Agrees to Provide

Please note, examples listed below are intended to facilitate this process. This is not an exhaustive list and items listed in this area should reflect the needs of the school and agency in question.

Possible items to note:

1. Use of facilities
2. Storage space
3. Access to phone
4. Bathrooms
5. Referral/Recruitment of participants
6. Grades/Attendance
7. Emergency Procedures
8. Custodial

V. Term

The term of this Agreement shall be effective from the date of approval and signatures by all parties through TBD.

VI. Indemnification

Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all

loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

VII. Confidentiality

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to Child Abuse Reporting agencies as required by law.

VI. Signatures

Signatures below signify approval of this Agreement.

Signature of Authorized Grantee Representative

Date: _____

Print Name and Title

Signature of Authorized District Representative

Date: _____

Print Name and Title

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF _____ [name of corporation] AUTHORIZING THE ACCEPTANCE OF A 2017 - 2021 SAN PABLO TEAM FOR YOUTH PROGRAM GRANT FUNDING AGREEMENT WITH THE CITY OF SAN PABLO, IF AWARDED.

WHEREAS, _____ [name of corporation] ("Corporation") is a corporation organized and existing under the laws of the State of California; and

WHEREAS, the Board of Directors is the governing body of the Corporation; and

WHEREAS, Corporation has submitted a proposal to the City of San Pablo for a 2017 – 2021 TEAM FOR YOUTH Program grant; and

WHEREAS, Corporation has the legal ability to enter into and perform the City of San Pablo for a 2017 – 2021 TEAM FOR YOUTH Program grant; and

WHEREAS, if the 2017 – 2021 TEAM FOR YOUTH Program grant is awarded \$####, _____ [name of corporation] desires to enter into a grant funding agreement with the City of San Pablo for a 2017 – 2021 TEAM FOR YOUTH Program grant;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF _____ [name of corporation] THAT:

1. _____ [name and title] is authorized to execute the City of San Pablo 2017 – 2021 TEAM FOR YOUTH Program grant funding agreement with the City of San Pablo for a term starting July 1, 2017 through June 30, 2021. In addition, _____ [name and/or title] is authorized to execute any amendments or extensions to the grant funding agreement.
2. This resolution will be binding upon _____ [name of corporation] unless _____ [name of corporation] sends written notice to the City of San Pablo advising the City of San Pablo to the contrary.

ADOPTED this ____ day of _____, 2017:

Secretary