

**AGREEMENT FOR PROGRAM SERVICES BETWEEN THE CITY OF SAN PABLO
AND YMCA OF THE EAST BAY
Agreement No. YA17-1007**

THIS AGREEMENT, dated this **7th day of August**, 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 **YMCA of the East Bay**, (hereinafter referred to as "Agency"), whose address is **3260 Blume Drive, Richmond, CA 94806, Telephone (510) 262-6551**, 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, the City and West Contra Costa Unified School District ("WCCUSD") have entered into agreements related to the provision of such services ("WCCUSD Agreements"), which are attached and incorporated as Exhibit E;

WHEREAS, in consultation with WCCUSD, 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.

Services

Agency agrees to provide services to the City as specified in Exhibit A-Scope of Services, Exhibit B-General Service Requirements, Exhibit B1-Beacon Director & 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.

In addition, Agency must comply with all obligations imposed on the City under the WCCUSD Agreements (Exhibit E), which are incorporated into this Agreement.

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
Catholic Charities
Community Violence Solutions
Contra Costa County Office of Education
Desarrollo Familiar, Inc.
YMCA of the East Bay

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 **One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00)** per year.

If additional extensions are authorized pursuant to Section 4, the total amount of the contract would be **Six Hundred Thousand Dollars and No Cents (\$600,000.00)** for a four-year period.

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, 2019**, unless terminated pursuant to section 19 below. At the City's discretion, the City Manager is authorized to exercise up to one (1) additional two-year option subject to funding availability authorized by the City Council in the applicable fiscal year, but in no event shall the term be longer than four (4) years from the original effective date.

(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.** The primary provider of the services called for by this agreement shall be **Thomishia Booker, Associate Executive Director**, 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: \$3,000,000

Per occurrence for bodily injury, personal injury, and property damage with \$5,000,000 general aggregate.

Includes operations, products and completed operations.

At least as broad as the CG0001 with no exclusion for abuse or sexual abuse claims or a separate policy covering such claims.

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

Per accident for bodily injury and property damage with \$2,000,000 general aggregate

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. Professional Liability

\$1,000,000

6. 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.

7. Other Insurance Provisions

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

- The City, and West Contra Costa Unified School District (WCCUSD) and their 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 and WCCUSD and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City or WCCUSD and their 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 and WCCUSD and their 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.

8. 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.

9. 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.

10. 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.

11. 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 WCCUSD and their officials, volunteers, officers, and employees ("Indemnitees") 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 Indemnities.

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 Indemnitees 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 Indemnitee does not relieve the Agency from its separate and distinct obligation to defend Indemnitees. 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 an Indemnitee.

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: YMCA of the East Bay
3260 Blume Drive
Richmond, CA 94806

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, 2019**.

(33) Whole Agreement. This agreement has **(13) 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 _____
Lynn Tracy Nerland, City Attorney

By _____
Matt Rodriguez, City Manager

ATTEST:

By _____
Elizabeth Pabon-Alvarado, City Clerk

Dated: _____

Attachments:
Exhibit A-Scope of Services
Exhibit B-General Service Requirements
Exhibit B1-Beacon Director & 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

YMCA OF THE EAST BAY:

By _____
Gina Fromer, Regional Vice President

Dated: _____

EXHIBIT A

SCOPE OF SERVICES

INTRODUCTION

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, School and Community Partnerships Division (formerly Youth Services) is aligned philosophically and programmatically with the San Pablo Community Schools Initiative. On February 16, 2015, TEAM FOR YOUTH was redirected as the funding arm of the Community Schools Initiative to support agencies interested in expanding or enhancing school-based programs and services for San Pablo youth and families in alignment with the Community Schools Initiative. On May 15, 2017, City Council approved the renaming of the initiative to San Pablo Beacon Community Schools Initiative to reflect San Pablo, CA joining the Beacon Network and becoming the next Beacon City.

PROGRAM DESCRIPTION

YMCA of the East Bay will employ a **Full Time Beacon Director** for **Lake Elementary School** located at 2700 11th Street, San Pablo, CA; and a **Full Time Beacon Director** for **Bayview Elementary School** located at 3001 16th Street, San Pablo, CA 94806.

Community School Coordination

The Beacon Directors contribute to San Pablo's vision for its children, youth and families to thrive in a safe, diverse and inclusive community and for all children and youth to receive equitable support for intellectual, social, emotional and physical health and well-being. The Directors will be supervised by the Agency Supervisor in collaboration with the Community Services Coordinator.

Responsibilities for each position include coordination of services, meeting facilitation and attendance, participation in site-specific initiatives, support for culture and climate, family engagement, data tracking, reporting, and duties as assigned. Specific job responsibilities are outlined in the job description below.

YMCA Of the East Bay Job Description- West Contra Costa Bayview and Lake Community Schools/Beacon Director

THE Y / OUR CAUSE

The Y is a powerful association of men, women and children of all ages and from all walks of life joined together by a shared passion: to strengthen the foundations of community. With a commitment to nurturing the potential of kids, promoting healthy living and fostering a sense of social responsibility, the Y ensures that every individual has access to the essentials needed to learn, grow and thrive.

OVERVIEW

The City of San Pablo (COSP) and YMCA of the East Bay are working together to support the development of Community Schools throughout San Pablo. San Pablo's vision is for its children, youth and families to thrive in a safe, diverse and inclusive community. All our children and youth receive equitable support for intellectual, social, emotional and physical health and well-being. They are happy, self-aware lifelong learners who are successful as adults and who contribute to our community according to their gifts and talents.

POSITION SUMMARY

Description: The Beacon Director will work in partnership with School Administration, the City of San Pablo, and the YMCA to develop, coordinate and sustain a full service community school. The Beacon Director will work collaboratively in the assessment of the school community's needs and assets, coordination of student and family support services and development of resources and partnerships at the school site.

MINIMUM QUALIFICATIONS

Education: Bachelor Degree required; Master's Degree strongly preferred in Education, Public Administration, Social Welfare or a related field

Experience/Skills Required:

- Experience in management/administration in a non-profit and/or human services setting
- Experience with school-based integrated services and/or collaborative services
- Experience developing and managing program budgets
- Supervision of a diversely skilled workforce
- A high degree of cultural awareness and competency in cross-cultural practice with children and families
- Experience working with low-income communities
- Experience in collaborative meeting facilitation, problem-solving and teambuilding
- Knowledge and appreciation of the challenges faced by educators
- Strong interpersonal and supervisory skills
- Strong written and verbal communication skills
- Ability to negotiate and mediate to attain win-win situations
- Comply with the legal standards for mandated reporting
- Provide input as to how the Community Schools Programs can better reflect the cultural diversity of the children and families in West Contra Costa
- Actively participates in YMCA events and activities and adhere to the YMCA Core Values

Experience/Skills Preferred:

- Bilingual in English and Spanish
- Program evaluation experience

WORK ENVIRONMENT/MINIMUM PHYSICAL REQUIREMENTS

- You must have the physical, visual, and auditory ability to perform the essential functions of the job with or without reasonable accommodations.

- All employees working with the YMCA are considered to have supervisory or disciplinary action relationship over minors. Fingerprints will be taken upon commencement of employment and will be submitted to the Association Office human resources department prior to beginning the first day of work.
- You must be available for some evening and weekend events
- You must be able to travel to all program activity sites

YMCA TEAM LEADER COMPETENCIES

Mission Advancement: Model and teach the Y values. Ensure a high level of service with a commitment to changing lives. Provide volunteers with orientation, training, development, and recognition. Cultivate relationships to support fund-raising.

Collaboration: Champion inclusion activities, strategies, and initiatives. Build relationships to create small communities. Empathetically listen and communicate for understanding when negotiating and dealing with conflict. Effectively tailor communications to the appropriate audience. Provide staff with feedback, coaching, guidance and support.

Operational Effectiveness: Provide others with frameworks for making decisions. Conduct prototypes to support the launching of programs and activities. Develop plans and manage best practices through engagement of team. Effectively create and manage budgets. Hold staff accountable for high-quality results using a formal process to measure progress.

Personal Growth: Share new insights. Facilitate change; model adaptability and an awareness of the impact of change. Utilize non-threatening methods to address sensitive issues and inappropriate behavior or performance. Have the functional and technical knowledge and skills required to perform well; use best practices and demonstrate up-to-date knowledge and skills in technology.

ESSENTIAL FUNCTIONS

- Develop positive relationships with Administration, teachers and staff at school site, as well as the City of San Pablo, WCCUSD and other partner agency staff and families.
- Attend neighborhood and community group meetings to understand the values, priorities, and needs of our families and residents in the neighborhoods surrounding our schools.
- Serve as liaison between Administration, District staff, and city staff.
- Participate and/or provide guidance for the various school leadership teams, including school site council, school leadership team, CARE team, and student success team.
- Facilitate on-going assessment of school health-related needs including but not limited to the referral and follow-up systems of: mental and physical health, tutoring/mentoring, youth development/student leadership activities, and family related needs.
- Develop and coordinate an integrated service delivery system including internal and external providers that meet student and family needs.
- Co-Facilitate Coordination of Services/Care Team meetings with providers and high school administration to make sure services are being provided in a successful and efficient manner.
- Create administrative systems to ensure the smooth operation of the program, including space allocation, calendaring, on-going communication with service providers, including developing Memorandum of Understanding's (MOU's) and contracts with agencies to provide support services.
- Responsible for appropriate reporting and documentation of the program to both internal and external stakeholders. Including quarterly reports to the WCCUSD Office of Community Engagement and monthly reports to the City of San Pablo.
- Development and maintenance of referral and case management tracking system.

- Monitor achievement of project outcome goals and objectives.
- Facilitate meetings with providers and school administration to make sure services are being provided in a successful and efficient manner.
- Work with school staff to align academic and non-academic supports.
- Work collaboratively with the School Community Outreach Workers (SCOW), to conduct outreach to students and families about available resources and refer and follow-up as indicated.
- Support the writing of grants and develop other resources to increase and sustain program services.
- Build alliances and identify resources among community partners to provide supports and opportunities to youth and families that meet their identified needs and goals.
- Assist in the quarterly update of site based inventory of services and promotion of resources to students and families.
- Identify service gaps at and work with site and District and City staff in developing a plan for meeting those needs.
- Participate in agency, school district and city-related meetings.
- Support WCCUSD Title IX Office, as needed, to support equity leads and culture/climate support.
- Actively participate in West Contra Costa Unified School District School Based Health Center & Full Service Community Schools Coordinator meetings.
- Create opportunities for integration of youth leadership, parent engagement and family support throughout the full service community schools efforts.
- Program evaluation, including data collection, analysis and reporting.
- Meeting weekly with site Administration team or designee.
- Meet bi-weekly with WCCUSD Office of Community Engagement staff.
- Complete other duties as assigned and attend other site level, community, and District meetings as needed in support of the WCCUSD Full Service Community Schools Initiative.

EFFECT ON END RESULTS

- Ensure that all program reports and documentation is completed and submitted on-time.
- Maintain clear, neat and current files/records that include all required documentation.
- Ensure that the targeted number of youth and families are served.
- Attend all required meetings and trainings.
- Maintain a professional, connected relationship within the YMCA Community Health Program as well as the assigned school site.

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

Since the Beacon Director positions are new at all schools, and their specific mix of services is deeply dependent on the context of their host schools, Evaluator will use a process evaluation approach in 2017-18, documenting each Beacon Director's ability to establish and sustain systems and coordinate services. This open-ended approach is appropriate given the nascent stage of the program and flexible nature of **Community Schools Coordination**.

The City of San Pablo is working closely with the Community Engagement Office of the West Contra Costa Unified School District (WCCUSD) and San Francisco Beacon Initiative (SFPI) to identify measures of success for the Beacon Directors. WCCUSD has developed six long-term objectives for its Full Service Community Schools initiative: (1) increase student achievement; (2) increase student attendance; (3) reduce referrals, suspensions, and expulsions; (4) increase family engagement; (5) improve school safety and climate; and (6) improve service access and coordination for families. WCCUSD is working with other experts in the community schools movement to develop self-assessment tools that align with best practices in service coordination.

Evaluator will track community schools' progress toward establishing strong relationships with school and community partners, the development of communication systems and protocols, and progress in supporting family engagement, health & wellness services, and school culture & climate.

Evaluator will leverage performance frameworks and evaluation tools developed by WCCUSD and the City of San Pablo to assure that data collected aligns with stated expectations for service quality and focus.

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.

Beacon Directors are responsible for data collection as required, and responsible for complying with any monitoring and reporting requests that are made by the Evaluator during the evaluation process. The Evaluator will work with Beacon Directors 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
BEACON DIRECTOR & 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. Beacon Director shall participate and attend the San Pablo Beacon Director 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 **Lake and Bayview Beacon Directors** for the Beacon Director Meetings. The Beacon Director 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 Beacon Directors 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, Beacon Directors 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, School and Community Partnerships Division.
6. Beacon Directors 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. Beacon Directors will collaborate with other members to the extent possible in meeting the goals of the Beacon 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, School and Community Partnerships 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 the youth programs.

A key component of the evaluation is to determine to what extent City of San Pablo youth 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, School and Community Partnerships General Fund. Continued funding is contingent upon program performance and availability of funds from the City of San Pablo.

APPROVED REIMBURSEMENT

The total approved reimbursement for the contract period July 1, 2017 – June 30, 2019 will not exceed **One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00) per year**. 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 **Forty Nine Thousand Fifty Dollars and Eighty Cents (\$49,050.80)** 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
Lake Elementary Beacon Director	1.0	\$58,300.00			
Bayview Elementary Beacon Director	1.0	\$50,000.00			
Associate Executive Director	0.2		\$20,000.00		
Administrative Director	0.3		\$14,250.00		
Total Salaries		\$108,300.00	\$34,250.00		
Fringe Benefits		\$41,700.00	\$8,487.34	\$4,913.46	\$55,100.80
Sub-Total Personnel Costs		\$150,000.00	\$42,737.34	\$4,913.46	\$197,650.80
B. NON-PERSONNEL COSTS					
DESCRIPTION		TFY FUNDS	IN-KIND MATCH	CASH MATCH	TOTAL PROJECT
Communication			\$600.00		
Equipment			\$500.00		
Program Supplies			\$300.000		
Sub-Total Non-Personnel Costs			\$1,400.00		
TOTAL COSTS		\$150,000.00	\$44,137.34	\$4,913.46	\$199,050.80

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
Lake Beacon Director	1.0	Beacon Director to coordinate services at Lake Elementary School
Bayview Beacon Director	1.0	Beacon Director to coordinate services at Bayview Elementary School

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, School and Community Partnerships 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.

Evaluation 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

Agency must input participant and attendance data to Cityspan, consistently, no later than by the 10th of each month for the previous month.

Other Documentation Required

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

FOR OFFICE USE ONLY			
Acct#:		PO#:	Amount to be paid:
Fund	– Object	– Division	– Project
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: YA17-1007	Invoice Number:
Contractor's Address:	Date Form Completed:	Contract Period: July 1, 2017 – June 30, 2018	Invoice Period:

Cost Category	YSCP General Fund	Cumulative Costs to Date	Cost for Report Month**	Budget Balance
Personnel				
Salaries & Wages				
Lake Beacon Director	\$58,300.00			
Bayview Beacon Director	\$50,000.00			
Fringe Benefits	\$41,700.00			
Subtotal Personnel Expenses	\$150,000.00			
Non-Personnel				
Subtotal Non-Personnel Expenses	\$0.00			
Total Project Expenses	\$150,000.00			

**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: YA17-1007	Invoice Number:
Contractor's Address:	Date Form Completed:	Contract Period: July 1, 2017 – June 30, 2018	Invoice Period:

Cost Category	TOTAL AGENCY MATCH	Cumulative Match to Date	Match for Report Month**	Match Balance
Personnel				
Salaries & Wages				
Associate Executive Director	\$20,000.00			
Administrative Director	\$14,250.00			
Fringe Benefits	\$13,400.80			
Subtotal Personnel Expenses	\$47,650.80			
Non-Personnel				
Communication	\$600.00			
Equipment	\$500.00			
Program Supplies	\$300.00			
Subtotal Non-Personnel Expenses	\$1,400.00			
Total Project Expenses	\$49,050.80			

**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:			

For each of the following strategy areas, please report on primary activities for the month and any accomplishments, challenges, delays or setbacks.

A) Health and Wellness

Data Points: Number of referrals, demographics, top referrals for the month

B) Family Engagement

Data Points: Number of families in attendance for events

C) School Culture and Climate

Data Points: Number of suspensions

D) Youth Leadership and Development (Subcontracted activity, funded by Team For Youth)

E) Out of School Time