

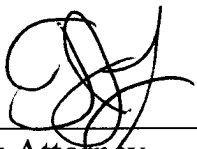
**STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES  
BOARD OF STATE AND COMMUNITY CORRECTIONS  
CALIFORNIA VIOLENCE INTERVENTION & PREVENTION GRANT  
AGREEMENT NO. BSCC 1105-22**

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ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  \_\_\_\_\_ 10.24.22  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1105-22**

PURCHASING AUTHORITY NUMBER (If Applicable)

**BSCC-5227**

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**City of Merced**

2. The term of this Agreement is:

START DATE

**OCTOBER 1, 2022**

THROUGH END DATE

**DECEMBER 31, 2025**

3. The maximum amount of this Agreement is:

**\$977,647.00**

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	California Violence Intervention & Prevention Grant Request for Proposals	*
Attachment 2	CaVIP Grant Proposal	24
Appendix A	CaVIP Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

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

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

**CONTRACTOR**

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

**City of Merced**

CONTRACTOR BUSINESS ADDRESS

678 W. 18<sup>th</sup> Street, Merced, CA 95340

CITY

Merced

STATE

CA

ZIP

95340

PRINTED NAME OF PERSON SIGNING

Stephanie Dietz

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

10/26/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



Digitally signed by Ricardo Goodridge

Date: 2022.11.17 14:54:54 -08'00'

## EXHIBIT A: SCOPE OF WORK

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

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

### 2. PROJECT SUMMARY AND ADMINISTRATION

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

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

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

### 3. PROJECT OFFICIALS

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

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

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

Name: Stephanie Dietz  
Title: City Manager  
Address: 678 W. 18<sup>th</sup> Street, Merced, CA 95340  
Phone: (209) 388-8670  
Email: [dietzs@cityofmerced.org](mailto:dietzs@cityofmerced.org)

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

Name: M. Venus Rodriguez  
Title: Finance Officer  
Address: 678 W. 18<sup>th</sup> Street, Merced, CA 95340  
Phone: (209) 385-8547  
Email: [rodriguezv@cityofmerced.org](mailto:rodriguezv@cityofmerced.org)

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

Name: Stephanie Dietz  
Title: City Manager  
Address: 678 W. 18<sup>th</sup> Street, Merced, CA 95340  
Phone: (209) 388-8670  
Email: [dietzs@cityofmerced.org](mailto:dietzs@cityofmerced.org)

## EXHIBIT A: SCOPE OF WORK

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

### 4. DATA COLLECTION

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

### 5. REPORTING REQUIREMENTS

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

#### Quarterly Progress Report Periods

1. October 1, 2022 to December 31, 2022	Due no later than: February 15, 2023
2. January 1, 2023 to March 31, 2023	May 15, 2023
3. April 1, 2023 to June 30, 2023	August 15, 2023
4. July 1, 2023 to September 30, 2023	November 15, 2023
5. October 1, 2023 to December 31, 2023	February 15, 2024
6. January 1, 2024 to March 31, 2024	May 15, 2024
7. April 1, 2024 to June 30, 2024	August 15, 2024
8. July 1, 2024 to September 30, 2024	November 15, 2024
9. October 1, 2024 to December 31, 2024	February 15, 2025
10. January 1, 2025 to March 31, 2025	May 15, 2025
11. April 1, 2025 to June 30, 2025	August 15, 2025

#### B. Evaluation Documents

1. Local Evaluation Plan	Due no later than: April 3, 2023
2. Final Local Evaluation Report	December 31, 2025

#### C. Other

Financial Audit Report	Due no later than: December 31, 2025
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### 6. PROJECT RECORDS

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

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

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

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

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

### **8. FINANCIAL AUDIT**

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

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

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

**Quarterly Invoicing Periods:**

	<b>Due no later than:</b>
1. October 1, 2022 to December 31, 2022	February 15, 2023
2. January 1, 2023 to March 31, 2023	May 15, 2023
3. April 1, 2023 to June 30, 2023	August 15, 2023
4. July 1, 2023 to September 30, 2023	November 15, 2023
5. October 1, 2023 to December 31, 2023	February 15, 2024
6. January 1, 2024 to March 31, 2024	May 15, 2024
7. April 1, 2024 to June 30, 2024	August 15, 2024
8. July 1, 2024 to September 30, 2024	November 15, 2024
9. October 1, 2024 to December 31, 2024	February 15, 2025
10. January 1, 2025 to March 31, 2025	May 15, 2025
11. April 1, 2025 to June 30, 2025	August 15, 2025

**Final Invoicing Periods\*:**

	<b>Due no later than:</b>
13. July 1, 2025 to September 30, 2025	November 15, 2025
14. October 1, 2025 to December 31, 2025	February 15, 2026

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

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

### 2. GRANT AMOUNT AND LIMITATION

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

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

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

- A. This grant agreement is valid through CalVIP funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 129 (Statutes of 2021, Chapter 21), also known as the California Budget Act of 2021. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If CalVIP funding is reduced or falls below estimates contained within the CalVIP Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

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

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

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

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

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

recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

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

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

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

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

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

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



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

**8. PROJECT BUDGET**

<b>BSCC Budget Line Item</b>	<b>A. Grant Funds</b>	<b>B. Match</b>	<b>C. Total (A+B)</b>
1. Salaries and Benefits	\$845,347	\$0	\$845,347
2. Services and Supplies	\$75,500	\$120,000	\$195,500
3. Health and Wellness	\$0	\$132,000	\$132,000
4. Professional Services or Public Agency Subcontracts	\$0	\$2,459,430	\$2,459,430
5. Non-Governmental Organization (NGO) Subcontracts	\$0	\$0	\$0
6. Equipment/Fixed Assets	\$0	\$21,800	\$21,800
7. Project Evaluation	\$49,300	\$0	\$49,300
8. Financial Audit	\$7,500	\$0	\$7,500
9. Other (Travel, Training, etc.)	\$0	\$60,000	\$60,000
10. Indirect Costs	\$0	\$0	\$0
<b>TOTALS</b>	<b>\$977,647</b>	<b>\$2,793,230</b>	<b>\$3,770,877</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. POTENTIAL SUBCONTRACTORS**

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

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

### 2) Access to Books and Records

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

## 4. PROJECT ACCESS

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

## 5. ACCOUNTING AND AUDIT REQUIREMENTS

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

## 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

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

### **7. MODIFICATIONS**

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

### **8. TERMINATION**

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

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

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



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

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

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

### **9. UNION ACTIVITIES**

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

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

### **10. WAIVER**

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

**California Violence Intervention and Prevention  
(CalVIP) Grant Proposal**

**CalVIP Proposal Cover Sheet**

**Submitted by:  
City of Merced**

**Grant Dollars Requested:  
\$977,647**

**Date Submitted:  
Friday, July 15, 2022**

## CalVIP Proposal Checklist

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

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

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

X

Stephanie White  
Applicant Authorized Signature (see Applicant Information Form, Item R, next page)


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

# CalVIP Applicant Information Form

<b>A. APPLICANT:</b>		<b>B. TAX IDENTIFICATION NUMBER:</b>	
NAME OF APPLICANT City of Merced - Office of Neighborhood Safety		TAX IDENTIFICATION # 94-6000371	
STREET ADDRESS 678 W. 18th Street	CITY Merced	STATE CA	ZIP CODE 95340
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
APPLICANT TYPE: <input type="checkbox"/> COMMUNITY-BASED ORGANIZATION (CBO) <input checked="" type="checkbox"/> CITY			
<b>C. CBO APPLICANTS ONLY – LOCATION OF RESIDENTS RECEIVING SERVICES (MUST BE CITY OR CITIES LISTED IN TABLE 1):</b>			
<b>D. CBO APPLICANTS ONLY – LIST ANY APPLICATIONS WHERE YOU ARE NAMED AS A SUB-RECIPIENT</b>			
<b>E. PROJECT TITLE:</b>	Pathways to Success		
<b>F. STRATEGY TO BE IMPLEMENTED:</b>	case management, cognitive behavioral therapy, system-impacted		
<b>G. PROJECT SUMMARY (100-150 words):</b>			
Pathways to Success will provide structured aftercare for youth to achieve a supportive, productive, and positive transition back into the community.			
<b>G. KEY PARTNER AGENCIES (if applicable):</b>	Name: Merced County Probation Department	Letter of Commitment: <input checked="" type="checkbox"/>	
	Name:	Letter of Commitment: <input type="checkbox"/>	
	Name:	Letter of Commitment: <input type="checkbox"/>	
	Name:	Letter of Commitment: <input type="checkbox"/>	
	Name:	Letter of Commitment: <input type="checkbox"/>	
	Name:	Letter of Commitment: <input type="checkbox"/>	
<b>H. TYPE OF PROJECT:</b>	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> ENHANCEMENT	<input type="checkbox"/> EXPANSION
<b>I. GRANT FUNDS REQUESTED:</b>	\$ 977,647	<b>J. MATCH FUNDS:</b>	\$ 977,647
<b>K. CITY APPLICANTS ONLY – PASS-THROUGH AMOUNT:</b>	\$ 0		%
<b>L. PROJECT DIRECTOR:</b>			
NAME Stephanie R. Dietz	TITLE City Manager	TELEPHONE NUMBER (direct line) (209) 388-8670	
STREET ADDRESS 678 W. 18th Street	CITY Merced		
STATE CA	ZIP CODE 95340	EMAIL ADDRESS dietzs@cityofmerced.org	
<b>M. FINANCIAL OFFICER:</b>			
NAME M. Venus Rodriguez	TITLE Finance Officer	TELEPHONE NUMBER (direct line) (209) 385-8547	
STREET ADDRESS 678 W. 18th Street	CITY Merced		
STATE CA	ZIP CODE 95340	EMAIL ADDRESS rodriguezv@cityofmerced.org	

PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
<b>N. DAY-TO-DAY PROGRAM CONTACT:</b>			
NAME Frank Quintero	TITLE Deputy City Manager	TELEPHONE NUMBER (direct line) (209) 385-6826	
STREET ADDRESS 678 W. 18th Street		CITY Merced	
STATE CA	ZIP CODE 95340	EMAIL ADDRESS quinterof@cityofmerced.org	

<b>O. DAY-TO-DAY FISCAL CONTACT:</b>			
NAME Deborah Richardson	TITLE Accountant II	TELEPHONE NUMBER (direct line) (209) 385-6930	
STREET ADDRESS 678 W. 18th Street		CITY Merced	
STATE CA	ZIP CODE 95340	EMAIL ADDRESS richardsonde@cityofmerced.org	

<b>P. AUTHORIZED SIGNATURE*:</b>			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Stephanie Dietz	TITLE City Manager	TELEPHONE NUMBER (209) 388-8670	
STREET ADDRESS 678 W. 18th Street		CITY Merced	STATE ZIP CODE CA 95340
EMAIL ADDRESS dietzs@cityofmerced.org			
SIGNATURE (Blue Ink or E-signature only) 			DATE 7/15/22

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

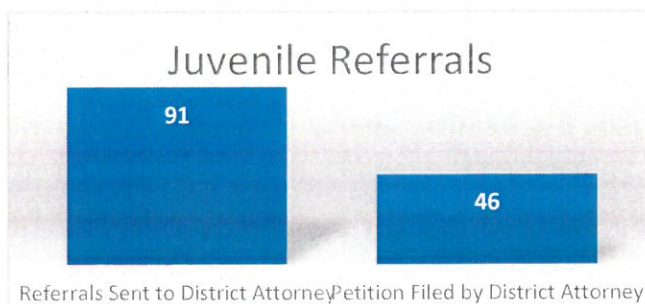
## 1. Description of Community Need (Percent Value 15%)

Merced is situated in the heart of California's agricultural Central Valley. The city is culturally and ethnically diverse, with more than 90,000 residents. Unfortunately, Merced has a reported poverty rate of 24.3%, an unemployment rate that is generally double that of the state and federal levels, a lack of affordable housing, and low educational attainment levels (U.S. Census, 2021). Due to these economic factors, many residents struggle to meet basic needs such as food, clothing, shelter, and transportation.

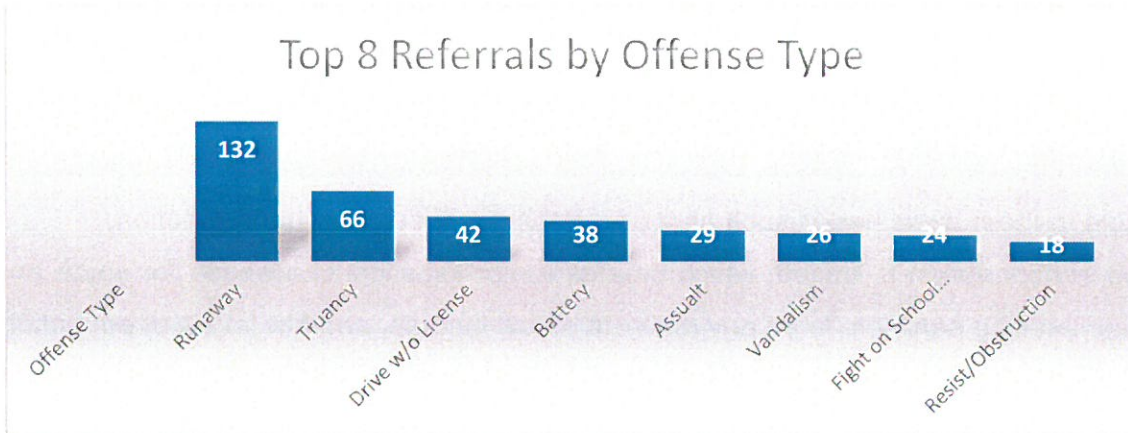
Public transportation is limited, which creates major logistical challenges for youth and families seeking services. In an environment of low income, and low levels of education, high levels of poverty, high unemployment, a high percentage of young children, and high rates of drug-related crime, it is no surprise that the community experiences high rates of homelessness, child abuse, neglect, and offenses committed by youth. Pervasive poverty influences many of the issues and responses within the community related to violence, which often results in a youth's continued involvement with the juvenile justice system. The City of Merced's newly formed Pathways to Success program aims to prevent recidivism.

The Juvenile Services Division oversees all juvenile matters referred to the Probation Department by other law enforcement agencies in Merced County. Probation staff process hundreds of referrals from law enforcement agencies for youth alleged to have committed law violations, those who are beyond parental control, curfew violators, truants, or runaways.

In the following chart between the period of July 2021 to April 2022, the Probation Department forwarded 91 referrals to the Merced County District Attorney's Office for review and a petition was filed with the juvenile court on 46 of those referrals.

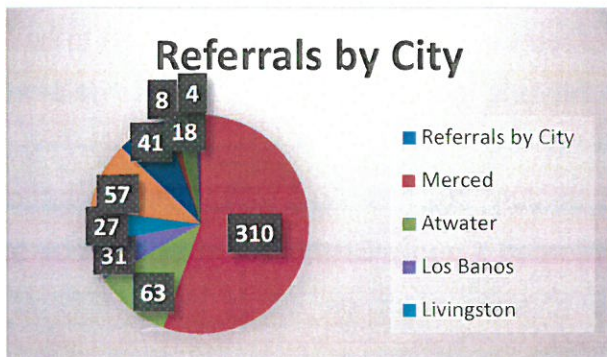


Additionally, between the period of July 2021 and April 2022, the Merced County Probation Department identified the top 8 received referrals by offense type, shown in the chart below.



In a review of the data presented, referrals for Runaway make up the largest category of referrals received. Youth who run away face new problems like not having money, food to eat, a safe place to sleep, or anyone to look out for them. Youth with no home and no money become desperate, doing anything to meet their basic needs. Because of this, they often find themselves in risky situations.

The following chart shows approximately 55% of referrals received from July 2021 to April 2022 are generated in the City of Merced.



Research has shown youth with the greatest risk factors are best served in prevention programs. To identify youth at greatest risk, the Merced County Probation Department uses the Positive Achievement Change Tool (PACT) assessment to determine the risk level to re-offend, identify intervention targets, and monitor the client's progress. The PACT is validated, reliable, representative of risk and protective factors, and clinically

relevant. The program funded by this grant will utilize the PACT Tool as a resource to identify at-risk and high-risk youth as participants.

At-risk and high-risk youth are individuals who may meet one or more of the following problem criteria:

- **School:** Youth with truancy and attendance issues, behavior and adjustment problems, in danger of failing, and youth dropping out or endanger of dropping out.
- **Family:** Youth residing with families in conflict, including violence and abuse in the home, children of substance abusers, and youth whose parents lack fundamental parenting skills. These family issues are often a precursor to youth failing to attend school. Dropping out of school has adverse consequences which can lead to mental health conditions, substance use, chronic health problems, criminal behavior, and risk for generational exposure to truancy.
- **Community, which includes anti-social peers and premature independence:** Youth involved in gang or gang-like activities, youth at risk of developing attachments to anti-social friends and engaging in activities outside of convention. Youth exhibiting signs of early independence through rebelliousness and early initiation into problem behaviors, those out of parental control, suffering from a mental health disorder such as depression or anxiety, and trauma impairing their normal functioning. These youths are likely to avoid school and adopt unhealthy forms of peer acceptance such as criminal activities through gang affiliation. Sexual activity resulting in parenthood: Youth who engage in sexual activity, often resulting in early parenthood, face many problems for them and their children.
- **Substance Abuse:** Youth consuming substances can lead to problems at school, cause or aggravate physical and mental health-related issues, promote poor peer relationships, and stress the family. Continued use can develop into lifelong issues such as substance dependence, chronic health problems, and social and financial consequences such as persistent poverty and developing a criminal history, which can limit employment opportunities.
- **Behavioral Health:** By age 14, over half of the mental health conditions begin. 75% of mental health conditions develop by age 24. Adolescents' normal personality and behavior changes may mimic or mask symptoms of a mental health condition.



Early engagement and support are crucial to improving outcomes and increasing the promise of recovery. These youth often require ongoing support beyond typical approaches that diversion and incarceration provide.

- **Poverty:** Youth living in poverty are forced to survive in low socioeconomic communities that lack resources such as job opportunities, financial support, and access to affordable housing. The lack of resources in our community impedes youth from becoming successful in a society that favors those with financial resources and dynamic family support systems. Poverty can not only be an outcome of the above noted risk factors but more importantly can be a precursor for a youth's engagement with said high risk factors/behaviors.

#### Project Description: Pathways to Success

In partnership with Merced County Probation, the City of Merced has created Pathways to Success as an extension of existing reentry services. This program will operate within the Office of Neighborhood Safety in the City of Merced, City Manager's Office. The program will fund four (4) Peer Support Specialist positions. These Peer Support Specialists will have experience working with system-impacted youth and family members to provide and facilitate an in-depth, holistic approach to address youth's presenting offense and offer or link to preventative services to decrease the likelihood of reoccurrence.

The program will be modeled after successful reentry, prevention, and therapy programs across the state and nation. It will incorporate a multiagency collaborative approach to work with youth and their families needing specified levels of care, services, and support. The program timeframe will span 12 months, for a total of three program cycles during the 36-month grant period and will serve a total of 120 youths.

Wrap-around reentry supportive services are currently provided to youth returning from institutional commitments. They include elements of evidence-based programming focused on reducing racial and ethnic disparities among at-risk and probation-involved youths and their families. Although these services are currently provided, there is limited tenure and less than sufficient long-term support for youth as they transition into family, school, and community. Pathways to Success will offer a softer, more supportive, and personalized landing for youth reentering the community.

The Pathways to Success program will commence by incorporating these resources with additional case management and cognitive behavioral therapies. These services will extend the capacity of existing intervention and therapeutic programs focused on preventing retaliation, increasing safety, and promoting healing from trauma.

#### **Current Aftercare Program Preparation**

To prepare participants for successful aftercare program participation, County Probation currently identifies each youth's risk level and needs through the Residential Positive Achievement Change Tool (R-PACT). The R-PACT identifies at-risk areas as well as strengths or protective factors. This information is used to create positive and productive changes in behaviors. Risk and protective factors in this instrument identify static and dynamic characteristics. Identifying these characteristics will match the youth's current needs with the appropriate aftercare services. For example, an assessment will include screening for exposure to trauma and an assessment of PTSD symptoms. Aftercare services will be designed as a trauma treatment program if the assessment identifies trauma.

This comprehensive assessment instrument measures the youth's risk and protective factors in the 12 domains: Criminal History, School, Use of Free Time, Employment, Relationships, Family, Living Arrangements, Alcohol and Drugs, Mental Health, Attitudes/Behaviors, Aggression, and Skills. Assessing criminogenic risk factors and treatment directed toward changing dynamic characteristics provides the best chance of reducing recidivism.

The R-PACT is currently used by non-clinical staff in juvenile intake, diversion, probation, detention, group home placement, and aftercare settings. Pathways to Success Peer Support Specialists will include these assessments to build an extended individualized treatment plan.

Scores from the R-PACT determine the dynamic factors influencing the youth's anti-social behavior and will provide the evidence helpful in developing an extended aftercare plan to effectively address these prioritized criminogenic needs. Pathways to Success Peer Support Specialists will define the youth's unique behavioral issues and create actions that tie to goals to resolve these behavioral issues. Additionally, specialists will work with youth to identify attributes they will use for job training and placement.

Peer Support Specialists will meet monthly with the youth's Deputy Probation Officer to monitor their progress toward treatment goals and intervention services and to routinely conduct criminogenic risk/needs assessments. Additionally, monthly meetings with the youth's multidisciplinary treatment team (probation officer, Peer Support Specialist, education provider, behavioral health, and other service providers identified by the program specialist) will discuss treatment goals and potential barriers to the reintegration and aftercare process.

**Extended Aftercare Programming Focus: Pathways to Success**

Pathways to Success is a 12-month program. The grant will support three (3) program cycles during the three-year grant term. Each cycle will support 40 youth participants. The grant will support a total of 120 youth participants. Four (4) Peer Support Specialists will mentor 10 participants during each cycle. Pathways to Success aims to provide extended structured and personalized aftercare solution for youth to achieve a supportive, productive, and positive transition back into the community.

The City Manager will manage the program through regular meetings and monthly reports to monitor progress and for continued collaboration to adjust objectives and goals set for a successful reintegration.

Peer Support Specialists will focus on culturally responsive experiences between providers and youth participants with respect to gender identity, sexual orientation, race, socio-economic status, and ethnicity. Program providers and partners will be competent to treat youth from diverse backgrounds by offering culturally relevant behavioral health evidence-based practices.

**Pathways to Success services will focus on the following:**

**Social and Emotional Learning Skills:** Youth will participate in activities intended to promote competency skills that create resilient relationships with family and school, as well as activities that teach and reinforce skills for understanding and managing their emotions, making healthy decisions, and feeling and showing empathy for others. These activities will create pathways to maintaining productive and positive relationships with family, friends, and community.

**Cognitive Behavioral Therapy:** Cognitive therapy focuses on empowering youth to talk about how their thoughts and actions influence their health. Qualified therapists will work

with youth and families to set goals and create detailed methods to achieve these goals. **Prevention and Intervention Resources and Programs** will include advocacy, psychological and physical safety, and parent education and will connect families to additional resources and support. Additionally, supportive self-reflection and peer-to-peer learning will help participants identify and acknowledge their challenges while equally exploring their strengths. Additionally, participants learn about their protective factors, and create strategies from their wisdom and experiences to strengthen their families (Be Strong Families, 2022).

Peer Support Specialists will also promote protective factors by co-locating appropriate services, support, and opportunities in an underserved and high-crime-high-risk neighborhood. Supportive services will be located at community-based family resource centers in high-risk neighborhoods. According to the Center for the Study of Social Policy, "Protective factors are characteristics or strengths of individuals, families, communities or societies that act to mitigate risks and promote positive well-being and health development. Often, these are viewed as attributes that help families to successfully navigate difficult situations." Peer Support Specialists will build protective factors by facilitating evidence-based programming to youth and families exhibiting risk factors. These locations will be physically and emotionally safe spaces where parents, caregivers, and families will be free to talk about the challenges and victories of raising a family.

This program will include an integrated system of services and resources to support system-impacted youth and their families. Strengthening families will be essential when mobilizing youth into action and change. Research shows that family involvement is vital in successfully rehabilitating at-risk and high-risk offending youth since families influence and inspire their child's behavior. When individuals and families address their unique needs, this positively impacts individual and family outcomes since protective factors are being built, and risk behaviors and factors are mitigated.

The following elements will support program outcomes:

#### **Financial Allowances**

Peer Support Specialists will consider existing financial barriers, and based on need, will set up a monetary allowance for rent, mortgage assistance, transportation assistance, and food and clothing.

### **Evidenced Based Programming**

Evidenced Based Programming includes treatment programming designed to change a youth's behavior. Through evaluations, programming will consist of family therapy programs, mentoring, and skill-building programs.

### **Educational Supportive Services**

Educational Supportive Services will be offered through a partnership with Merced Union High School District. Youth will be required to participate in school, which can include independent studies and virtual classes until that youth can transition into mainstream education or their designated school. Additional programs such as soft skills training, cognitive-based interventions, and behavioral health services will be included in the format.

### **Employment/Job Training**

Employment and Job Training Programs will prepare youth for employment by providing post-secondary education and occupational learning. The focus of this element is to assist youth in learning the necessary skills to transition into employment productively. In addition, the program will introduce youth at risk of unemployment to job readiness and skills training through job shadowing and employment coaching, transition planning, and ongoing program support.

### **Prevention and Intervention Services:**

The Peer Support Specialist will engage youth and families before and after interacting with law enforcement. At-risk behaviors include:

- School and home issues
- Chronic truancy and absenteeism
- School violence
- Expulsions or suspensions
- Gang involvement
- Behaviors that demonstrate at-risk juvenile delinquency

The following evidence-based programming will be facilitated:

- Risks & Decisions Gang Program
- Delinquent Behavior
- Drug and Alcohol Education

- Let's Talk: Runaway Prevention Curriculum


Program objectives include:

- Building protective factors by providing targeted, evidence-based programming in underserved and high-risk neighborhoods.
- Providing Positive Youth Development activities to divert youth from law enforcement contact and delinquent behavior.

Each Peer Support Specialist will work supportively with youth and families to coordinate and deliver services from the beginning of the program to its conclusion.

### Supervision, Oversight and Coordination (Probation Department)

The City Manager will manage this program. Peer Support Specialists will use their life experience with behavioral health conditions and criminal justice involvement to serve as mentors of successful reentry. These Specialists will communicate with community partners with which the City of Merced has established relations to maintain collaborative services. Assisting youth offenders to live crime-free lives requires access to programs and services that help build the skills to integrate into the community successfully. Unfortunately, young people leaving a secure treatment facility face many barriers as they reintegrate into families and communities. For example, research indicates that many young people return to unstable home environments, struggle to remain in school, have barriers to securing employment, and have a behavioral health disorder that can negatively impact reintegration (Youth.gov 2022). Effective service delivery must bridge many agencies, services, and supports before and after release to improve and sustain a successful reintegration. The Pathways to Success Program is a Community Integration Model and will reintegrate justice system-involved youth into their families and communities with the knowledge and skills necessary to live successful, crime-free lives. This 12-month program will create and ensure collaboration between Peer Support Specialists, partner agencies, youth, and their families in developing an individualized rehabilitation plan that considers all their needs and is designated to assist with community reintegration. Successful completion of Pathways to Success, will result in the youth's completion of the terms of their probation.



The Merced County Probation Department has a successful continuum of services that strongly emphasizes collaboration across agency boundaries toward reducing crime and delinquency for youth. Pathways to Success will serve as an extended aftercare component of supportive resources, vital to a youth's successful reentry into their community.

Program monitoring includes oversight by the City Manager, collaboration with the Deputy Probation Officer, monthly meetings and activity reports with all support teams, and weekly meetings with youth participants to ensure systems, partners, programs, and policies reflect a coordinated, integrated, and effective delivery of aftercare services for youth and families.

#### **Monitoring Progress**

This component includes supporting the youth's progress toward achieving the individual rehabilitation plan goals while updating the criminogenic risk/needs assessment (PACT) every six months, or when there is a life-changing event, to identify risk factors related to re-offending as well as identifying strengths and protective factors that may mitigate those risk factors.

#### **Multidisciplinary Team Meetings**

Program support Peer Support Specialists and team members will meet regularly to discuss the youth's progress toward an overall rehabilitation plan to mitigate potential barriers to success.

#### **Program Format**

Project evaluation will examine processes and outcomes from data and narratives collected from monthly reports. Data collection methods will include surveys and interviews with program staff and participants. The end-of-program evaluation process will follow the Project Logic Model, which will detail the logical relationships between the project's goals, resources, services, outputs, outcomes, and impacts.

Resources	Services	Outputs	Outcome/Impact
<b>Planning/Service Partners</b> <ul style="list-style-type: none"> <li>Partners that provide services, program planning</li> </ul>	<b>Programs and Services</b> <ul style="list-style-type: none"> <li>Services delivered to participants</li> </ul>	<b>Participants</b> <ul style="list-style-type: none"> <li>Number of enrolled participants</li> </ul>	<b>System Level Outcomes</b> <ul style="list-style-type: none"> <li>Changes at the org or community level</li> </ul>
<b>Referral Partners</b> <ul style="list-style-type: none"> <li>High School District</li> <li>City College</li> <li>Job Training Orgs</li> </ul>	<b>Supports</b> <ul style="list-style-type: none"> <li>Stipends</li> </ul>	<b>Service Receipt</b> <ul style="list-style-type: none"> <li>Types of services received</li> </ul>	<b>Participant Outcomes</b> <ul style="list-style-type: none"> <li>Changes with participants (results – positive improvements, drop from program)</li> </ul>
<b>Staffing</b> <ul style="list-style-type: none"> <li>Number, type, roles</li> </ul>	<b>Duration</b> <ul style="list-style-type: none"> <li>Length, frequency, duration</li> </ul>	<b>Completion</b> <ul style="list-style-type: none"> <li>Number of participants exiting the program</li> </ul>	<b>Impacts</b> <ul style="list-style-type: none"> <li>Changes in outcomes associated with program activities</li> </ul>
<b>Materials</b> <ul style="list-style-type: none"> <li>Assessment tools, program space</li> </ul>			





**PROBATION DEPARTMENT**



**Kalisa Rochester**  
*Chief Probation Officer*

To: Board of State and Community Corrections  
2900 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

Re: California Violence Intervention & Prevention (CaVIP) Grant

Date: July 14, 2022

This letter is being submitted to document that the Merced County Probation Department agrees to partner on the CaVIP grant proposal being submitted by the City of Merced.

As a part of this grant, the Merced County Probation Department agrees to partner with the City of Merced to provide reentry supports and preventative services and programming to at-risk youth at the Stephan Leonard Center. The in-kind match provided by our Agency for the aforementioned partnership will equate to approximately \$819,810.00 annually and will undoubtedly increase in subsequent years due to the rise in cost for salaries and benefits.

Signed by,

**Kalisa Rochester**  
Chief Probation Officer

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

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

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

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

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

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

I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three (3) years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

I/We will hold subgrantees and subcontractors to these same requirements.

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

<b>AUTHORIZED SIGNATURE</b> (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Stephanie Dietz	City Manager	(209) 388-8670	dietzs@cityofmerced.org
STREET ADDRESS	CITY	STATE	ZIP CODE
678 W. 18th Street	Merced	CA	95340
APPLICANT'S SIGNATURE (Blue Ink or e-signature Only)			DATE
<input checked="" type="checkbox"/> 			7/15/22

<b>(1) Goal:</b>	<b>Case Management</b>		
Objectives (A., B., C...):	A. Provide one-on-one support to each participant through an individualized program plan B. Meet weekly with each participant to review progress, adjust and reinforce importance of engagement C. Provide progress reports to multidisciplinary treatment team to ensure continuity of care and success		
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
1. Weekly meetings to talk about setbacks and achievements 2. Facilitate sessions with youth and family members 3. Connect youth with mentors for education and job training resources.	-Peer Support Specialist -Education Admins & Counselors -Worknet Investment -Workforce Development -Business internships	-Cycle onset	-Cycle End
<b>(2) Goal:</b>	<b>Cognitive Behavioral Therapy</b>		
Objectives (A., B., C...):	A. Create a safe space for participants to be open during all interactions, including phone calls and meetings B. Help participants identify problems and the consequences and productive results of their reactions C. Help participants learn to question and redirect initial reactions to problems and concerns		
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
1 Provide writing journals for participant to write thoughts and concerns 2 Create regular structured activities for participants to work on at home 3 Create regular structured activities for families of participants to work on at home	-Peer Support Specialist	-Cycle Onset -ID'd in Case Plan	-Cycle End -ID'd in Case Plan
<b>(3) Goal:</b>	<b>Supporting System-Impacted youth and families</b>		
Objectives (A., B., C...):	A. Create a family-partnership approach to encourage parents and families to become participants in the process B. Build parent and family member support and trust through consistent participation C. Offer culture-specific value-based services to enhance mental health outcomes		
Project activities that support the identified goal and objectives:	Responsible staff/ partners	Timeline	
		Start Date	End Date
1. Conduct "table-top communication" activities during each meeting to allow youth and families to make decisions about their role in the aftercare process and beyond 2. Offer culture-specific trauma based coping skill activities to youth, parents, and family members 3. Create conversational activities that are culturally appropriate to enhance trust so participants can learn to have a voice in the healing and recovery process	-Peer Support Specialist -Ed Admin & Counselors -Parents and Family Members	-Cycle Onset -ID'd in Case Plan	-Cycle End -ID'd in Case Plan

**RESOLUTION NO. 2022- 44**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MERCED, CALIFORNIA,  
AUTHORIZING SUBMITTAL OF GRANT  
PROPOSAL FOR THE 2022 CALIFORNIA  
VIOLENCE INTERVENTION & PREVENTION  
(CALVIP) GRANT PROGRAM**

WHEREAS, the City of Merced desires to participate in the 2022 California Violence Intervention & Prevention Program funded through the California State General Fund and administered by the Board of State and Community Corrections (hereafter referred to as the “BSCC”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Manager is authorized on behalf of the City of Merced to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

SECTION 2. The grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

SECTION 3. The City of Merced agrees to ensure all matching funds required for the above grant are provided and abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

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PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the 5th day of July 2022, by the following vote:

AYES: 5                      Council Members: ECHEVARRIA, ORNELAS, PEREZ, SERRATTO, SHELTON

NOES: 0                      Council Members: NONE

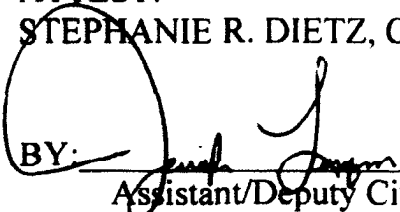
ABSENT: 2                    Council Members: BLAKE, BOYLE

ABSTAIN: 0                  Council Members: NONE

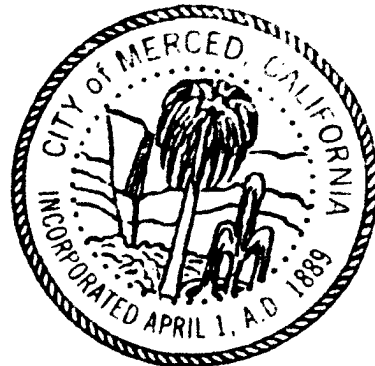
APPROVED:

  
\_\_\_\_\_  
Mayor


ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY:   
\_\_\_\_\_  
Assistant/Deputy City Clerk

(SEAL)



APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney                  6/24/2022  
Date

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

Name of Applicant:

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

*Note: The top table will auto-populate based on the information entered in the sections below.*

Budget Line Item	Grant Funds	Match Funds	Total
1. Salaries and Benefits	\$845,347	\$0	\$845,347
2. Services and Supplies	\$75,500	\$120,000	\$195,500
3. Health and Wellness <i>(must not exceed 5% of total match funds)</i>	\$0	\$132,000	\$132,000
4. Professional Services or Public Agency Subcontracts	\$0	\$2,459,430	\$2,459,430
5. Non-Governmental Organization (NGO) Subcontracts	\$0	\$0	\$0
6. Equipment/Fixed Assets	\$0	\$21,800	\$21,800
7. Project Evaluation <i>(must be at least 5%, but no more than 10% of total grant funds)</i>	\$49,300	\$0	\$49,300
8. Financial Audit <i>(must not exceed \$25,000)</i>	\$7,500	\$0	\$7,500
9. Other (Travel, Training, etc.)	\$0	\$60,000	\$60,000
10. Indirect Costs	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$977,647</b>	<b>\$2,793,230</b>	<b>\$3,770,877</b>

**Required match:** 100%: no less than: \$977,647

**1a. Salaries and Benefits**

Name and Title	(Show as either % FTE or Hourly Rate) & Benefits	Grant Funds	Match Funds	Total
Four Peer Support Specialist	Salaries - 4.0 FTE Peer Support Specialist	\$511,701	\$0	\$511,701
	Social Security	\$31,725	\$0	\$31,725
	Medicare	\$7,420	\$0	\$7,420
	CalPers	\$44,180	\$0	\$44,180
	Core/Health	\$250,321	\$0	\$250,321
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$845,347</b>	<b>\$0</b>	<b>\$845,347</b>

**1b. Salaries and Benefits Narrative:**

Enter narrative here. You may expand cell height if needed.  
 The grant will fund four full-time, hourly Peer Support Specialists in the City Manager's Office of Neighborhood Safety, 100% dedicated to the program, with annual base salary amount of \$39,500 per position and negotiated annual 9% raises in years 2 and 3, for a total salary amount as follows: year 1 \$158,002, year 2 \$172,536, year 3 \$181,163, for a total of \$511,701. The respective benefits are as follows: Social Security - year 1 \$9,796, year 2 \$10,697, year 3, \$11,232 for a total amount of \$31,725; Medicare - year 1 \$2,291, year 2 \$2,502, year 3 \$2,627 for a total amount of \$7,420; CalPERS Contribution - year 1 \$13,762, year 2 - \$14,838, year 3 \$15,580 for a total amount of \$44,180; Health benefits - year 1 \$83,440, year 2 \$83,440, year 3 \$83,440 for a total amount of \$250,321, providing a total benefit cost of \$333,646. Peer Support Specialists will provide and facilitate an in-depth, holistic approach to address the youth's presenting offense. Their responsibilities include participant intake, scheduling of individual assessments, ensuring education and/or treatment appointments are kept, evaluating future goals and interests, connecting with mentors and mental health professionals, arranging for job training, and scheduling and carrying out recreational activities for all participants. In addition, this position will collect and evaluate data and program outcomes and coordinate case management services with the referring agency and school site.

**2a. Services and Supplies**

Description of Services or Supplies	Calculation for Expenditure	Grant Funds	Match Funds	Total
Office Supplies	year 1: \$8,500; year 2: \$10,000; year 3: \$12,000	\$30,500	\$0	\$30,500
Educational Materials	year 1: \$5,000; year 2: \$7,500; year 3: \$10,000	\$22,500	\$0	\$22,500
Group Session Incidentals	year 1: \$5,000; year 2: \$7,500; year 3: \$10,000	\$22,500	\$0	\$22,500

Financial Support for Participants	\$1,000 x 40 participants x 3 years	\$0	\$120,000	\$120,000
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$75,500</b>	<b>\$120,000</b>	<b>\$195,500</b>

**2b. Services and Supplies Narrative:**

Enter narrative here. You may expand cell height if needed.  
The City of Merced will provide the primary administrative support for the Pathways to Success Program. As such, all printed educational material, and books or reference materials needed for individual and group support will be provided by the grant program. It is projected that the following expenses will be needed to support the program: Office Supplies - year 1 \$8,500, year 2 \$10,000, year 3 \$12,000 for a total of \$30,500; Educational Materials - year 1 \$5,000, year 2 \$7,500, year 3 \$10,000 for a total of \$22,500, and Group Session Materials - year 1 \$5,000, year 2 \$7,500, year 3 \$10,000 for a total of \$22,500. Peer Support Specialist will also provide financial support to participants to reduce food insecurity. \$1,000 per participant will be provided. At 40 participants per year, the yearly total is \$40,000, with a three-year total of \$120,000. This cost will be a hard match by the City of Merced; grant funds will not be used.

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

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Match Funds	Total
Financial Support for Housing	\$600 x 40 participants x 3 years		\$72,000	\$72,000
Financial Support for Transportation	\$500 x 40 participants x 3 years		\$60,000	\$60,000
			\$0	\$0
			\$0	\$0
			\$0	\$0
			\$0	\$0
			\$0	\$0
			\$0	\$0
<b>TOTAL (must not exceed 5% of Total Match Funds)</b>			<b>\$132,000</b>	<b>\$132,000</b>

**3b. Health and Wellness Narrative**

Enter narrative here. You may expand cell height if needed.  
Strengthening families is an essential element when mobilizing youth into action and change. Peer Support Specialists will consider existing financial barriers, and based on need, set up the following: Financial support for housing, up to \$600 per participant per year – year 1 \$24,000, year 2 - \$24,000, year 3 - \$24,000 for a total of \$72,000; Financial support for transportation, up to \$500 per participant per year – year 1 \$20,000, year 2 - \$20,000, year 3 \$20,000 for a total of \$60,000.

**4a. Professional Services**

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Match Funds	Total
Merced County Department of Probation		\$0	\$2,459,430	\$2,459,430
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$2,459,430</b>	<b>\$2,459,430</b>

**4b. Professional Services Narrative**

Enter narrative here. You may expand cell height if needed.  
As outlined in the Letter of Commitment, the Merced County Probation Department will partner to provide reentry supports and preventative services through an in-kind match for one Program Specialist, one Peer Support Specialist, three Deputy Probation Officer, one Worknet Specialist, and 1/2 of a Dual Diagnosis Specialist. A Memorandum of Understanding (MOU) memorializing the in-kind contribution over three years is forthcoming and contingent upon the approval of this grant.

**5a. Non-Governmental Organizations (NGO) Subcontracts**

Description of Subcontract	Calculation for Expenditure	Grant Funds	Match Funds	Total
		\$0	\$0	\$0
		\$0	\$0	\$0

		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

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

Enter narrative here. You may expand cell height if needed.

**6a. Equipment/Fixed Assets**

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds	Match Funds	Total
Laptop	\$1,500 x 4 staff	\$0	\$6,000	\$6,000
Desk, Chair, Phone	Desk: \$350 x 4; Chair: \$200 x 4; Phone: \$350 x 4	\$0	\$3,400	\$3,400
Service	\$83/month x 12 months x 4 staff, plus \$9 activation fee/each x 3 years	\$0	\$12,400	\$12,400
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$21,800</b>	<b>\$21,800</b>

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

Enter narrative here. You may expand cell height if needed.

Equipment and fixed asset will be a cash match by the City of Merced. Office equipment needed for 4.0 full-time Peer Support Specialists include the following equipment and fixed assets: Laptop \$1,500, Desk \$350, Chair \$200, Cell Phone \$350, and Annual Cell Phone service \$4,400 (\$83 per month for 12 months for 4 staff with an activation fee of \$9 each) for a total of \$13,800 in year 1 year 2 totals \$4,000 and year 3 totals \$4,000. The laptop and mobile phone will allow for continued work across varying City of Merced locations. A mobile phone is the preferred option of communication to allow for enhanced mobility and after-hours access.

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

Description	Grant Funds	Match Funds	Total
UC Merced Project Evaluation	\$49,300	\$0	\$49,300
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
<b>TOTAL (must be at least 5%, but no more than 10% of Total Grant Funds)</b>		<b>\$49,300</b>	<b>\$0</b>

**7b. Project Evaluation Narrative:**

Enter narrative here. You may expand cell height if needed.

UC Merced provides regular program evaluation across several City of Merced Programs. Based on the scope of the proposed Pathways to Success Program, initial estimates for program evaluation are as follow: Year 1 \$10,000 to provide a comprehensive evaluation of quarterly data reports, participant retrospective surveys and interviews with public agency and private partners for 3 12-month cohorts. Year 2 \$10,000 - provide a comprehensive evaluation as stated previously. Year 3 \$15,000 - continue the annual evaluation, including a three-year comprehensive evaluation of the overall effectiveness of the program and continued engagement across three cohorts with a goal of producing a program action report to present to the City of Merced City Council.

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

Description	Calculation for Expense	Grant Funds	Match Funds	Total
Financial Audit	\$2,500 x 3 years	\$7,500	\$0	\$7,500
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL (must not exceed \$25,000 in Grant Funds)</b>		<b>\$7,500</b>	<b>\$0</b>	<b>\$7,500</b>

**8b. Financial Audit Narrative:**



Enter narrative here. You may expand cell height if needed.

The City of Merced conducts a financial audit annually as part of its fiduciary commitment to transparency and excellence. Based on the proposed annual budget of the pilot program, \$2,500 will be allocated from the program to allow for an independent financial audit to be conducted, the breakdown of annual costs is as follows: year 1-\$2,500, year 2 -\$2,500, year 3 -\$2,500 for a total of \$7,500

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

Description	Calculation for Expense	Grant Funds	Match Funds	Total
Training	\$2,500 x 4 staff x 3 years	\$0	\$30,000	\$30,000
Travel	\$2,500 x 4 staff x 3 years	\$0	\$30,000	\$30,000
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$60,000</b>	<b>\$60,000</b>

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

Enter narrative here. You may expand cell height if needed.

Each Peer Support Specialist will be provided an annual allotment for training and travel renewal to ensure that regular and current training is provided in the areas of cognitive behavioral and evidence-based programs. The annual training allotment is \$2,500 per employee each year, year 1 \$10,000, year 2 \$10,000 and year 3 \$10,000 for a total amount of \$30,000. Travel is set at the same rate to account for overnight travel allotting \$2,500 per employee to account for hotels accommodations, mileage reimbursements, and per diem each year, year 1 \$10,000, year 2 \$10,000, year 3 \$10,000 for a total of \$30,000.

**10a. Indirect Costs**

Indirect costs may be charged to grant funds by choosing <u>either</u> Option 1) or 2) listed below:	Grant Funds	Match Funds	Total
1) Indirect costs will be charged as 10% of total grant award. Applicable if the organization does not have a federally approved indirect cost rate.	\$0	\$0	\$0
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	<i>\$97,765</i>		
2) Indirect costs will be charged up to 20% of direct total grant award. Applicable if the organization has a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	<i>\$195,529</i>		
Regardless of which option is chosen, if the amount entered in the Grant Funds column turns red, adjust it to not exceed the maximum noted just below it: <b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**10b. Indirect Costs Narrative:**

Enter narrative here. You may expand cell height if needed.

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

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

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

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

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

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

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

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

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

Grantee: City of Merced

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
N/A			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

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

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

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

<b>AUTHORIZED SIGNATURE</b> (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Stephanie Dietz	TITLE City Manager	TELEPHONE NUMBER (209) 388-8670	
STREET ADDRESS 678 W. 18th Street	CITY Merced	STATE CA	ZIP CODE 95340
EMAIL ADDRESS dietzs@cityofmerced.org			
SIGNATURE X <i>Stephanie Dietz</i>		DATE <i>10/26/2022</i>	

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)
---------------------------

Printed Name and Title of Person Signing
------------------------------------------

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION**: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all contractors that are not another state agency or other governmental entity.