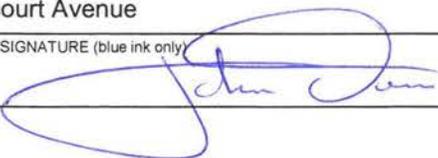


**BOARD OF STATE AND COMMUNITY CORRECTIONS
CALIFORNIA GANG REDUCTION, INTERVENTION AND PREVENTION PROGRAM**

APPLICANT INFORMATION FORM

1. APPLICANT CITY				
NAME OF CITY Seaside				
CITY DEPARTMENT IMPLEMENTING THE GRANT Police Department				
STREET ADDRESS	CITY	STATE	ZIP CODE	
440 Harcourt Avenue	Seaside	CA	93955	
MAILING ADDRESS (if different)				
CITY STATE ZIP CODE				
2. NAME OF CalGRIP Project			3. YEAR TWO FUNDS	
Seaside Youth Resource Center			\$ 440,000	
4. APPLICANT PROJECT DIRECTOR				
NAME AND TITLE Lesley Milton, City Clerk			TELEPHONE NUMBER (831) 899-6707	
STREET ADDRESS 440 Harcourt Avenue			FAX NUMBER (831) 899-6227	
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
Seaside	CA	93955	LMilton@ci.seaside.ca.us	
5. APPLICANT DESIGNATED FINANCIAL OFFICER				
NAME AND TITLE Daphne Hodgson, Deputy City Manager – Administrative Services			TELEPHONE NUMBER (831) 899-6718	
STREET ADDRESS 440 Harcourt Avenue			FAX NUMBER (831) 394-0717	
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
Seaside	CA	93955	dhodgson@ci.seaside.ca.us	
PAYMENT MAILING ADDRESS (if different)				
CITY STATE ZIP CODE				
6. APPLICANT DAY-TO-DAY CONTACT PERSON				
NAME AND TITLE Lesley Milton, City Clerk			TELEPHONE NUMBER (831) 899-6707	
STREET ADDRESS	CITY	STATE	ZIP CODE	EMAIL ADDRESS
440 Harcourt Avenue	Seaside	CA	93955	LMilton@ci.seaside.ca.us
7. APPLICANT AGREEMENT				
By signing this application, I hereby certify that I am vested by the Applicant agency with the authority to enter into contract with the BSCC, and that the grantee will abide by the laws, policies, and procedures governing this funding.				
NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN) John Dunn, City Manager				
STREET ADDRESS	CITY	STATE	ZIP CODE	
440 Harcourt Avenue	Seaside	CA	93955	
APPLICANT'S SIGNATURE (blue ink only) 			DATE 12/3/2015	

California Gang Reduction, Intervention, and Prevention (CalGRIP) Grant Program City of Seaside Re-application Proposal Narrative

A. Overview of the City's project

With funds from the California Gang Reduction, Intervention, and Prevention (CalGRIP) grant program, the City of Seaside is supporting a variety of prevention and intervention services to prevent and reduce youth violence. It has established the Seaside Youth Resource Center (SYRC), which is a collaboration of community-based organizations and agencies that provide prevention and intervention services for at-risk, on probation, and gang-involved youth and their families. The SYRC provides a centralized location for intake, assessment, and referral, and houses a number of the service providers receiving CalGRIP funding.

In Year 2 of the Seaside's CalGRIP program, grant funds will support the operation of the SYRC and the prevention and intervention services funded in Year 1. The major change made in Year 1, which will continue in Year 2, is that The Village Project, a community-based organization, houses and operates the SYRC. In our original proposal, the SYRC Coordinator and Activities Coordinator were to be City staff and the SYRC was to be located in a portable building between City Hall/Police Department and the library. The Blue Ribbon Task Force (BRTF) – the CalGRIP grant's Coordinating and Advisory Council – felt the portable building was too small and too close to the police department to serve as the SYRC.

The City conducted a thorough hiring process for the SYRC Coordinator position. The last step in the hiring process was interviews with a panel of community and BRTF members and the panel declared none of the final candidates were qualified for the position. Two community organizations, The Village Project and Community Human Services, stepped up and offered to staff, house, and operate the SYRC under a contract with the City. After a full discussion, the BRTF selected The Village Project.

While these events pushed back the start of the SYRC for several months, the Center is now established, staff are in place, and all are ready to fully operate throughout Year 2. The new SYRC Activities Coordinator began work September 1 and the new SYRC Coordinator began work on November 1. Their offices and offices for additional service providers have been fully equipped, and intake and assessment forms and procedures have been developed. The SYRC Coordinator is poised to start an extensive outreach campaign to schools, agencies, CBOs, and other potential referral sources, as well as launching a marketing campaign via a website, social media, and traditional media resources. The location of the SYRC in The Village Project's offices is an interim location, with a permanent location to be established in Year 2.

In Year 1, the City's Youth Violence Prevention Manager was responsible for the initial development of the SYRC, the hiring process, development of MOUs with all partners, policy and forms development, community outreach and events, staffing the Blue Ribbon Task Force, oversight of a community needs assessment, and other activities. There has been recent turnover in that position, but the position will be filled and the Youth Violence Prevention Manager will continue to be responsible for oversight of the SYRC, community outreach and events, coordination with other agencies, policy development and implementation, grant writing,

strategic planning, and staffing the BRTF in Year 2.

In Year 2, youth will be referred to the SYRC by multiple sources, including police and probation officers, parents, social services, Behavioral Health, school counselors and staff, CBOs, faith-based organizations, nonprofit service providers, and others. After intake and assessment by the SYRC Coordinator, they and their families will be referred to providers to receive services to meet their needs. A simpler assessment tool has been decided upon rather than the YASI, which was originally proposed.

A multi-disciplinary intervention team (MDT) will be formed, consisting of representatives from the service providers working with the SYRC. The MDT will meet every other week to review new referrals, develop case plans for youth and families, review individual progress, and coordinate referrals to needed services. The target group for the SYRC is currently youth aged 10 to 18 who are at-risk, on probation, gang-involved, truant, and/or coming to the attention of police, and their parents. There are also discussions underway about expanding the age range to 24, particularly as new funding becomes available and services for older youth, such as job training and placement, are added to the SYRC. It is expected that the youth and their families will come from Seaside and the nearby cities on the Monterey Peninsula.

The services funded by the CalGRIP program or provided in-kind to the program include the following. The SYRC Activities Coordinator will carry out events such as job and education fairs and other community events, case management, and community outreach. A School Resource Officer and Probation Officer will be stationed part-time at the SYRC to provide oversight of at-risk youth and those on probation, serve as role models and mentors, help youth develop problem-solving strategies, and strengthen community-school partnerships. A Behavioral Health Psychiatric Social Worker will conduct a youth diversion project which provides multi-model, psycho-educational interventions which teaches appropriate social skills, anger control, and moral reasoning. These service providers are and will be housed within the interim SYRC at The Village Project.

Three community-based organizations will provide evidence-based prevention/intervention for target youth and their families. Two parent training programs will be conducted multiple times each year, in English and Spanish. They are the Strengthening Families Program for parents and youth aged 10 to 14, which focuses on parenting skills, youth life skills, and family practice time, and the Triple P Program, which provides training to parents to prevent and treat behavioral and emotional problems in children and teens.

In Year 1, a mentoring/tutoring program for K-5 graders was expanded to include the Youth Empowerment Solutions (YES) program for older youth, including a program (RDJ – Relentless, Determination, and Justification) taught by a pro basketball player from Seaside. This change will continue in Year 2 – the Middle School Leadership program will encompass YES and RDJ. During the school year, the mentor/tutors will be older college students working with middle schoolers; during the summer session, middle school students will work with K-5 students.

Two evidence-based programs will be conducted to prevent or reduce substance use among teens. The DAISY program for substance-abusing youth aged 13-18 will offer them individual

and group counseling grounded in the Seven Challenges program. The Safe Teen Empowerment Project (STEPS) is an alcohol and drug prevention program for high school students that includes peer-to-peer mentoring, leadership development, and skills training in public speaking and activities aimed to prevent teen drinking, drug use, and tobacco use. The STEPS program relies on Botvin's Life Skills Training.

The comprehensive evaluation developed in Year 1 will continue in Year 2, following the Evaluation Plan Matrix and logic model. It includes a (1) process evaluation to document program activities, services provided, and individual participation; (2) the assessment of immediate outcomes such as changes in knowledge and attitudes of those involved in program services and training; and (3) the assessment of longer term outcomes such as further involvement in delinquency by individuals and community-wide measures of youth violence.

The Blue Ribbon Task Force for the Prevention of Youth Violence will continue to serve as the Coordinating and Advisory Council for Year 2 of the CalGRIP program. At the BRTF's monthly meetings, program activities and issues will be discussed and the BRTF will assist with any changes or improvements seen as necessary. The BRTF's Steering Committee will meet twice a month, and provide assistance with specific efforts.

B. Goals and objectives of our project

The main goals of the project are to (1) prevent and reduce youth and gang violence in the City of Seaside and (2) provide a wide range of services to at-risk, on probation, and gang-involved youth and their families to reduce risk factors for violence and increase protective factors. The objectives for the project are to:

- Decrease youth violence in the City of Seaside by 5% each year.
- Increase perceived levels of parenting skills and parent confidence, efficacy, and involvement by 50% among parents completing parent training programs.
- Increase youth knowledge of substance abuse and decrease substance use by 50% among youth involved in the Seven Challenges program.
- Increase perceived levels of life skills, social skills, self-efficacy, leadership skills, and behavioral and emotional adjustment by 25% among youth involved in STEPS and mentoring/tutoring programs.
- Reduce delinquent/criminal behavior and gang involvement among the youth served by the diversion project by 20%

C. Partner agencies and their roles and responsibilities

Seaside's CalGRIP program has two major types of partners – those who are directly involved in providing services and the myriad partners who serve on the Blue Ribbon Task Force, which serves as the CalGRIP Advisory and Coordinating Council. Fully executed MOUs have been established with our service provider partners (see Attachment B), their roles and responsibilities are:

- Community Partnership for Youth (CPY) – CPY is a nonprofit community-based

organization established in 1991 to provide positive alternatives to gangs, drugs, and violence. It provides the Strengthening Families Program and the Middle School Leadership/mentoring and tutoring program for youth.

- Community Human Services (CHS) – CHS is a nonprofit organization which has been providing substance abuse and mental health counseling and recovery services to middle and low income individuals and families since 1969. It provides the DAISY Seven Challenges program and the Triple P parenting program.
- Sun Street Centers – Sun Street Centers is a nonprofit organization offering substance abuse education, prevention, treatment, and recovery services; it was established in 1968. It provides the Safe Teens Empowerment Project (STEPS) leadership program.
- The Village Project – The Village Project is a nonprofit community-based organization which delivers a variety of community-based, culturally specific services, including counseling, tutoring, boys and girls groups, and grief support. It staffs and operates the Seaside Youth Resource Center.
- Behavioral Health Bureau – Behavioral Health is the mental health service provider for the Monterey County Health Department. A Psychiatric Social Worker provides youth and family counseling and youth diversion services at the SYRC.
- The Monterey County Probation Department – the Probation Department stations a Probation Officer at the SYRC part-time and provides outcome data for evaluation purposes within the CalGRIP program.
- The Seaside Police Department – the department’s School Resource Officer works at the SYRC during school holidays and summer months and the department provides outcome data for evaluation purposes.
- Jan Roehl Consulting – Jan Roehl, Ph.D., serves as the evaluator of Seaside’s CalGRIP program and completed a Problem Analysis of violent crime in the city since 2012 to guide the development of a strategic plan for youth violence prevention.

The Blue Ribbon Task Force for the Prevention of Youth Violence is a regional collaborative formed in 2012 in response to an escalated level of violence in the City of Seaside. It is an exceptionally diverse and dedicated body. The BRTF is chaired by Mayor Pro Tem Ian Oglesby, who has extensive and long-standing ties to the community. Members, which are listed in Attachment A, include the Police Chief, City Manager, Chief Probation Officer, Sheriff, District Attorney, County Gang Prevention Coordinator, State Assembly member, County Supervisor, health services, service providers, faith-based leaders, schools, community organizations, and concerned citizens. Members of the Ministerial Alliance, school district, and community organizations have been especially active.

The goals of the BRTF are to mobilize the community and complete a Comprehensive Youth Violence Reduction Plan to prevent youth gang involvement, crime, and violence. Under the

direction of the BRTF, a consultant recently completed a community assessment of needs and resources surrounding youth violence, which included a community survey, two community working forums, and focus groups. The results of the community assessment and Problem Analysis have been provided to the BRTF and presented to the City Council. The BRTF is now moving ahead with the development of the Comprehensive Youth Violence Reduction Plan. It meets every third Wednesday of the month. The SYRC is a standing agenda item when current activities, plans, and available evaluation data are discussed and acted upon as necessary.

The Steering Committee of the BRTF meets every second and fourth Wednesday of the month. It is a much smaller group, composed of the Police Chief, City Manager, and representatives from community organizations, faith-based organizations, and the schools. Its purpose is to assist the BRTF in achieving its goals, work on time-consuming details (such as the design of the SYRC brochure and content of the community survey) before they are presented to the full Task Force.

D. Proposed modifications/enhancements to the project in Year Two

The SYRC has been ably established at its interim location at The Village Project. Its location in a high-profile organization will serve the community well. In Year 2, we expect the SYRC to become a known and valued resource to youth and families, expand its services as described below, and move to a permanent community-based location.

CPY's expanded Middle School Leadership program will bring the YES program and mentoring/tutoring to middle school youth, an especially vulnerable group susceptible to gang influences. The RDJ program will bring mentoring, life skills, and basketball skills to 12 to 18 year olds, taught by a 24-year old Seaside professional basketball player who will serve as a mentor and role model.

The strategic plan will be completed in Year 2 and will be used to guide program enhancements. Enhancements are already planned in three important areas. Job training and placement for older youth has been consistently identified as a significant need by the BRTF. The Youth Violence Prevention Manager and SYRC Coordinators will work with the Ambassadors for Peace Program of the Workforce Development Board and local businesses to increase job opportunities and offer job preparation training. Additional funding will be sought to support activities such as training and stipends for businesses hiring young workers.

The second area is the building of stronger partnerships with the school district and individual schools, as they are key partners in youth violence prevention. We will seek to host additional training programs in school settings and work together on prevention efforts.

Finally, an expanded focus on mental health issues among youth and families will be sought. This focus may include additional attention and services directed to violence against children, links between mental illness and violence, and a stronger emphasis on violence prevention. Services may include increased access to effective treatment and school and community-based prevention programs.

Project Budget – Year Two

A. Budget Line-Item Totals

Line Item	Grant funds	Cash match	In-kind match	Total
1. Salaries and Benefits	\$61,348	\$388,096	\$0	\$449,443
2. Services and Supplies	\$9,600	\$0	\$0	\$9,600
3. Professional Services	\$0	\$0	\$0	\$0
4. CBO Contracts (20% minimum)	\$299,545	\$0	\$30,000	\$329,545
5. Indirect Costs (10% maximum)	\$0	\$0	\$21,904	\$21,904
6. Data Collection/Evaluation (10% minimum)	\$44,000	\$0	\$0	\$44,000
7. Fixed Assets/Equipment	\$25,507	\$0	\$0	\$25,507
8. Other	\$0	\$0	\$0	\$0
TOTAL	\$440,000	\$388,096	\$51,904	\$880,000

B. Budget Line-Item Detail

1. Salaries and Benefits

A Behavioral Health Unit Psychiatric Social Worker will lead the youth diversion program, provide individual and family counseling, and conduct group training programs as needed. Half of the social worker's salary will be charged to the grant and half will be provided in-kind by the Monterey County Behavioral Health Department. The annual salary is \$92,951/year (\$46.69/hour); fringe benefits are 32% of salary and include health insurance, employee assistance program benefits, PERS, education benefits, workers comp, FICA, and Medicare.

BHU Psychiatric Social Worker salary: $\$92,951 \times .50 = \$46,476$
Benefits: $\$92,951 \times .32 = \$14,872$.

Cash Match

The City's Youth Violence Prevention Manager will work full-time on the CalGRIP grant and be responsible for community outreach, community events, coordination with other agencies and organizations in multiple jurisdictions, policy development and implementation, grant writing, technical assistance, strategic planning, and staffing the BRTF. The Youth Violence Prevention Manager's annual salary is \$70,000 (\$33.65/hour); fringe benefits are 53% of salary and include health insurance, PERS retirement benefits, workers comp, FICA, and Medicare.

Youth Violence Prevention Manager salary: $\$70,000 \times 1.0 = \$70,000$
Benefits: $\$70,000 \times .53 = \$37,100$

The Seaside Police Department School Resource Officer will devote her time to the project during holidays and summer months, which is 25% of her total time. She will work with youth one-to-one, organize sports and recreation activities, and provide guidance to youth. Her salary is \$93,000/year (\$44.71/hour); benefits are 76% of salary and include health, dental, vision, and life insurance, employee assistance program benefits, PERS retirement, pension obligation, workers comp, and Medicare.

School Resource Officer salary: $\$93,000 \times .25 = \$23,250$
Benefits: $\$23,750 \times .76 = \$17,670$

The Seaside Chief of Police will devote 15% of her time to the project, coordinating anti-gang activities, attending BRTF and Steering Committee, and coordinating suppression activities. Her salary is \$183,000 (\$87.98/hour); benefits are 60% of salary and include the same items as the SRO's above.

Chief of Police salary: $\$183,000 \times .15 = \$27,450$
Benefits: $\$27,450 \times .60 = \$16,470$

A Monterey County Behavioral Health Unit Manager will devote 20% of her time to the project to supervise the Behavioral Health Unit Supervisor, attend Resource Center meetings, accept referrals, triage cases, and provide clinical oversight. This Manager's annual salary is \$135,100/year (\$64.95/hour); fringe benefits are 32% of salary and include health and insurance, employee assistance program benefits, PERS, education benefits, workers comp, FICA, and Medicare.

BHU Manager salary: $\$135,100 \times .20 = \$27,020$
Benefits: $\$27,020 \times .32 = \$8,646$

A Behavioral Health Unit Supervisor will devote 20% of her time to the project to provide clinical supervision and support to the Psychiatric Social Worker conducting the youth diversion project. Her salary is \$112,637/year (\$54.15/hour); fringe benefits are 32% of salary and include the same items as the Behavioral Health Manager, above.

BHU Supervisor salary: $\$112,637 \times .20 = \$22,527$
Benefits: $\$22,527 \times .32 = \$7,209$

A Monterey County Juvenile Probation Officer will be stationed at the Seaside Youth Resource Center one day a week to work with local youth and their families. The officer's salary is \$83,580 (\$40.18/hour) and 20% will be provided to the project annually. Fringe benefits are 46% of salary and include health and dental insurance, life insurance, employee assistance program benefits, CalPERS retirement, Workers comp, FICA, and Medicare.

Probation Officer salary: $\$83,580 \times .20 = \$16,716$
Benefits: $\$16,716 \times .46 = \$7,689$

The 37-member Blue Ribbon Task Force will provide oversight to the project via monthly meetings and attendance at program events. A conservative estimate of their average hourly salary is \$75/hour. Annual costs for the BFRTF's time have been estimated, and they do not include the additional time of the Steering Committee members, who meet twice a month and spend much of their time overseeing SYRC issues. BRTF member time has been estimated at:

$\$75/\text{hour} \times 2 \text{ hours/month} \times 12 \text{ months} \times 25 \text{ members (average)} = \$45,000$

2. Services and Supplies

A variety of office and other supplies are needed for SYRC program operations, including brochures, copying, signage, waiting room supplies, etc. These have been estimated to cost an average of \$800/month in Year 2:

$\$800/\text{month} \times 12 \text{ months} = \$9,600$

Match – None

3. Professional Salaries – None

4. Community-based Organization Contracts

The Village Project provides two full-time staff, staff supervision, office space, utilities, and telecommunications for the SYRC at a total annual cost of \$173,318. The estimated costs are:

SYRC Coordinator salary: $\$52,000 \times 1.0 = \$52,000$ (\$25.00/hour)
Benefits include health insurance, retirement, workers comp, FICA, and Medicare.
Benefits costs are 39% of salary: $\$52,000 \times .39 = \$20,280$

SYRC Activities Coordinator: $\$47,000 \times 1.0 = \$47,000$ (\$22.60/hour)
Benefits include health insurance, retirement, workers comps, FICA, and Medicare.
Benefits costs are: 43% of salary: $\$47,000 \times .43 = \$20,210$

Management/supervision fee: $\$1,761/\text{month} \times 12 \text{ months} = \$21,132$
SYRC rent: $\$503/\text{month} \times 12 \text{ months} = \$6,036$
SYRC utilities and janitorial service: $\$305/\text{month} \times 12 \text{ months} = \$3,660$
SYRC internet and phone service: $\$250/\text{month} \times 12 \text{ months} = \$3,000$

Community Partnership for Youth (CPY) will provide the Strengthening Families Program combined with parent advocacy and the Middle School Leadership/YES/RDJ program. The cost of Strengthening Families Program and parent advocacy in Year 2 is \$26,000, as follows:

SFP: $\$2,000/\text{session} \times 5 \text{ sessions (40 weeks total)} = \$10,000$.
Parent Advocate: $\$25/\text{hour} \times 640 \text{ hours} = \$16,000$

The CPY Middle School Leadership/YES/RDJ costs are \$52,500, as follow:

Program Director: $\$25/\text{hour} \times 25 \text{ hours/month} \times 12 \text{ months} = \$7,500$
Site Coordinator #1: $\$20/\text{hour} \times 600 \text{ hours} = \$12,000$
Site Coordinator #2: $\$20/\text{hour} \times 550 \text{ hours} = \$11,000$
RDJ Basketball Mentor: $\$20/\text{hour} \times 350 \text{ hours} = \$7,000$
Mentor/tutors: $\$15/\text{hour} \times 2 \text{ mentor/tutors} \times 500 \text{ hours} = \$15,000$

Sun Street Center will provide the Safe Teens Empowerment Project for Seaside (STEPS) for 20 student leaders Year 2, at the following costs:

Half-time project coordinator salary and benefits: \$22,514
Supplies/materials: \$1,486

The total cost is \$24,000, and \$20,000 will be covered by the CalGRIP grant.

Community Human Services (CHS) will provide three series of 15 classes each of the Seven Challenges Program in Year 2. The cost is \$15,700 and includes:

Counselor salary: $\$19/\text{hour} \times 480 \text{ hours} = \$9,120$
Benefits: $24\% \times \$9,120 = \$2,188$
Mileage: \$1,500
Materials: \$400
Printing: \$500
Indirect (15%): \$1,992

CHS will provide four series of ten classes each of the Triple P Program in Year 2. The cost is \$12,027 and includes:

Parent Educator salaries: $\$17.85/\text{hour} \times 216 \text{ hours} = \$3,855$

Benefits: 12% x \$462 (partial benefits for part-time hourly employees
Program Coordinator salary: \$24.50/hour x 140 hours = \$3,430
Benefits: 24% x \$3,430 = \$823
Mileage: \$960
Materials/Supplies: \$420
Printing: \$500
Indirect (15%): \$1,577

Note: 68% (\$299,545) of the CalGRIP funds have been dedicated to community-based organizations.

Match

CPY will provide in-kind services to support the Strengthening Families and Leadership/YES/RDJ programs, to include materials, field trips, supervision, administration and clerical support. Annual estimated costs for these in-kind services are \$6,000 for Strengthening Families and \$20,000 for the after-school program.

Sun Street Center will provide an in-kind match of \$4,000 for the STEPS program.

5. Indirect Costs

None.

Match

The City of Seaside will provide \$21,904 in Indirect Costs as an in-kind match for the CalGRIP project. This is a portion of the indirect costs the City incurs in managing the project through the City Manager's office, which requires the time of the City Manager and City Clerk; providing financial oversight to the project; and providing IT support.

6. Data Collection and Evaluation

Jan Roehl, Ph.D., will conduct the comprehensive evaluation of the proposed project on a contractual basis. Year 2 evaluation costs are:

Jan Roehl: \$85/hour x 517.6 hours = \$44,000

Note: 10% of the CalGRIP funds have been dedicated to the evaluation.

Match

None.

7. Fixed Assets/Equipment

During Year 2, it is planned that the SYRC will move to a permanent building/location. Accommodating the SYRC in the permanent location will require retrofitting of walls, new carpeting, paint, signage, etc., at an estimated one-time cost of \$16,000.

When the SYRC is relocated, additional office furniture will be required, including filing cabinets, conference tables and chairs, and reception area furniture. The estimated cost is \$9,507.

Match

None.

8. Other -- None

Board of State and Community Corrections - Project Contact Information

Grantee:	City of Seaside	Grant Number:	845-14
Grant Name:	Seaside Youth Resource Center		

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below.
NOTE: If you use a P.O. Box, a street address is also required for package delivery and site visit purposes.

1. The **Project Director** for the project: (Designee with signing authority)

Name:	Lesley Milton	Title:	City Clerk
Telephone/Fax:	(831) 899-6707	Email:	LMilton@ci.seaside.ca.us
Address:	440 Harcourt Avenue, Seaside, CA 93955		

2. The **person** having **Routine Programmatic** responsibility for the project:

Name:	Lesley Milton	Title:	City Clerk
Telephone/Fax:	(831) 899-6707	Email:	Lmilton@ci.seaside.ca.us
Address:	440 Harcourt Avenue, Seaside, CA 93955		

3. The **Financial Officer** for the project: (Person Authorizing Financial Reports)

Name:	Daphne Hodgson	Title:	Deputy City Manager-Admin Serv
Telephone/Fax:	(831) 899-6718	Email:	dhodgson@ci.seaside.ca.us
Address:	440 Harcourt Avenue, Seaside, CA 93955		

4. The **Day-to-Day Fiscal Contact** for the project: (Person preparing Financial Reports)

Name:	Lisa Saldana	Title:	Financial Services Manager
Telephone/Fax:	(831) 899-6721	Email:	LSaldana@ci.seaside.ca.us
Address:	440 Harcourt Avenue, Seaside, CA 93955		

5. The **Executive Director** of a nonprofit organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name:	John Dunn	Title:	City Manager
Telephone/Fax:	(831) 899-6702	Email:	JDunn@ci.seaside.ca.us
Address:	440 Harcourt Avenue, Seaside, CA 93955		

6. The **Official Designated** by the Governing Board to enter into the Grant Award Agreement for the city/county or Community-Based Organization, as stated in the Standard Agreement (STD 213):

Name:	John Dunn	Title:	City Manager
Telephone/Fax:	(831) 899-6702	Email:	Jdunn@ci.seaside.ca.us
Address:	440 Harcourt Avenue, Seaside, CA 93955		

7. The **chair** of the **Governing Board** of the recipient:

Name:	Ralph Rubio	Title:	Mayor
Telephone/Fax:	(831) 899-6700	Email:	rrubio@ci.seaside.ca.us
Address:	440 Harcourt Avenue, Seaside, CA 93955		

8. **Additional Project Contact (Optional):**

Name:		Title:	
Telephone/Fax:		Email:	
Address:			

Name of Person Completing Report:	Lesley Milton
Title:	City Clerk
Phone Number:	(831) 899-6707

BSCC Recvd:
 BSCC Form 227 (Revised 5/13)

SUBMIT

Attachment A

Roster of the

Blue Ribbon Task Force for the Prevention of Youth Violence

(CalGRIP Coordinating & Advisory Council)

BLUE RIBBON TASK FORCE FOR THE PREVENTION OF YOUTH VIOLENCE

Last	First	Affiliation	Phone	Email Address
Alcaraz	Nina	Early Childhood Development Initiative	444-8549	nina@first5monterey.org
Allen	Margie	Community Human Services	757-7915	Mallen@chservices.org
Artenger	Lorraine	Natividad Medical Center		artingerlg@natividad.com
Bernal	Steven	Sheriff	755-3700	bernalst@co.monterey.ca.us
Betancourt	Raul	Seaside Middle School		rbetancourt@mpusd.k12.ca.us
Beye	Colleen	Supervisor Jane Parker	883-7572	beyec@co.monterey.ca.us
Black	Ted	Seaside Youth Resource Center	899-1105	ted@seasideyrc.org
Broz	Catherine	DFNA, Community organization	915-1317	brozcat@hotmail.com
Cullen	Kevin	MPUSD	901-7474	kcullen@mpusd.k12.ca.us
Dunn	John	City of Seaside, City Manager	899-6701	jdunn@ci.seaside.ca.us
Everett	Donnie	MPUSD	645-1289	deverett@mpusd.net
Ezekiel	Myrna	Community Human Services	757-7915	Mezekiel@chservices.org
Flippo	Dean	District Attorney	755-5070	flippodd@co.monterey.ca.us
Flores	Emily	District Attorney's office	755-5070	floresej@co.monterey.ca.us
Foglia	Anna	Sun Street Centers	753-5144	afoglia@sunstreet.org
Gallardo	Terri	Workforce Development Board	796-6410	gallardot@co.monterey.ca.us
Hastey	Shari	Community Partnership for Youth	394-4279	respect@cpy.org
Hathcock	Eddie	Sun Street Centers	899-6577	ehathcock@sunstreet.org
Innis-Scimone	Theresa	Behavioral Health	755-5820	innis-scimonetm@co.monterey.ca.us
Joyce	Lamont	The Village Project	392-1500	lamont@villageprojectinc.org
Juarez	Martin	San Pablo Church	393-0396	sanpabloseaside@gmail.com
Keating	Todd	Probation Dept., Deputy Chief		keatingt@co.monterey.ca.us
Lee	Charlotte	Citizen		charlottelee711@att.net
Lopes	Ariana	Community Human Services		9lopes@chservices.org
Lumpkin	Louis	Seaside Police Dept, Deputy Chief		LLumpkin@ci.seaside.ca.us
Lusk	Rev. H. H.	M.M.L.& CJOBS	601-9260	hlusk4@yahoo.com
Madrid	Bianca	Seaside Youth Resource Center	899-1105	bianca@seasideyrc.org
Mason	Mel	The Village Project	392-1500	mel@villageprojectinc.org
McCrae	Robin	Community Human Services	658-3811	rmccrae@chservices.org
Milton	Lesley	City of Seaside, City Clerk	899-6707	lmilton@ci.seaside.ca.us
Mitchell	Analisa	Community Member	869-8053	juzaliza@yahoo.com
Morales	Maria-Elena	Sun Street Centers	277-6379	mmorales@sunstreet.org
Murray	Kenneth	The Only Way Ministries	383-4557	pastormurray@icloud.com
Myers	Vicki	Seaside Police Dept., Chief	262-1959	vmyers@ci.seaside.ca.us
Oglesby	Ian	Community member, Mayor Pro Tem	755-3909	ino357@aol.com
Parker	Erica	Assembly Member Mark Stone	649-2832	erica.parker@asm.ca.gov
Parsons	Marcia	Chief Probation Officer	755-3900	parsonsm@co.monterey.ca.us
Reyes	Bob	Probation Department		reyesrt@co.monterey.ca.us
Robinson	Elliott	Social Services, Director		robinsonec@co.monterey.ca.us
Roehl	Jan	Jan Roehl Consulting	655-1513	jan.roehl@comcast.net

BLUE RIBBON TASK FORCE FOR THE PREVENTION OF YOUTH VIOLENCE

Last	First	Affiliation	Phone	Email Address
Rosenthal	Diana	District Attorney's office	796-1789	rosenthald@co.monterey.ca.us
Shah	Tony	MPSUD	901-7474	tshah@mpusd.kil.ca.us
Sommer	Robert	San Pablo Church	393-0396	caflyboy1@yahoo.com
Soto	Rosemary	County of Monterey, Gang Coordinator	383-9365	sotory1@co.monterey.ca.us
Spencer	Kristen	Natividad Medical Center	772-7357	spencerkc@natividad.com
Trotter	Marlene	Boys and Girls Club	394-5171	mtrotter@bgcmc.org
Williams	Chyrl	Behavioral Health	755-5820	williamsc1@co.monterey.ca.us

Attachment B

**Operational Agreements
(Memoranda of Understanding)**

For

**The Village Project
Community Partnership for Youth
Community Human Services
Sun Street Centers
Monterey County Behavioral Health Bureau
Monterey County Probation Department
Monterey Peninsula Unified School District (for SROs)
Jan Roehl Consulting**

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SEASIDE
AND THE VILLAGE PROJECT

This Memorandum of Understanding between the City of Seaside and The Village Project is made and entered into as of this 2 day of July, 2015, (hereinafter "Effective Date"), by and between the City of Seaside (hereinafter "City"), and The Village Project (hereinafter "The Village Project"). The Village Project and City are sometimes individually referred to as "Party" and collectively as "Parties".

I. PURPOSE AND SCOPE

This purpose of this Memorandum of Understanding is for The Village Project to provide management and supervision services for the Seaside Youth Resource Center and to clearly identify the roles and responsibilities of each party as they relate to the commencement of operation of the Seaside Youth Resource Center, a major component of the CalGRIP grant program, for the benefit of the youth and their families of the Seaside community.

City will be responsible for the conduct of the CalGRIP grant (attached hereto as EXHIBIT "A" and incorporated herein by reference), working hand-in-hand with the Coordinating and Advisory Council pursuant to page 6 of the "Seaside Gang Reduction Intervention and Prevention Project 2015-2017" (hereinafter "Narrative") attached hereto as EXHIBIT "B" and incorporated. It is permissible for City to contract with a community non-profit staff and to manage the Seaside Youth Resource Center (hereinafter "Resource Center") as was recently

confirmed by the Board of State and Community Corrections on behalf of the CalGRIP grant.

The Blue Ribbon Task Force/Steering Committee has selected The Village Project to manage the Resource Center. It will be the responsibility of the Village Project Executive/Clinical Director to work proactively and constructively with the Blue Ribbon Task Force/Steering Committee, the City's Violence Prevention Manager and the City's Program Evaluator to manage this program.

II. MEMORANDUM OF UNDERSTANDING (MOU) TERM

The term of this MOU is from the Effective Date until terminated pursuant to Article V. of this agreement.

III. RESPONSIBILITIES OF RESOURCE CENTER PROGRAM MANAGER

The Village Project Executive/Clinical Director will serve as the Seaside Youth Resource Center Program Manager, and as such the Resource Center Program Manager's responsibilities are as follows:

1. Be intimately familiar with the CalGRIP grant and the Narrative. If there are areas needing modification or updating, work with the City's Violence Prevention Manager, Program Evaluator and other appropriate persons to do so to the satisfaction of the Board of State and Community Corrections;
2. Adhere to the "over-arching" strategy that guides Seaside's anti-gang efforts which is the Office of Juvenile Justice and Delinquency Prevention's (hereinafter "OJJDP") Comprehensive Gang Model (p. 6 of Narrative);
3. Be responsible for the establishment, staffing, supervision of the staff, and managing the operation of the Resource Center;

4. Be responsible for the hiring, supervision, payment of salaries and benefits, job descriptions, evaluation, discipline, termination and any other aspect of the employment of the Resource Center Coordinator and the Youth Activities Coordinator, and shall submit such records of hours worked and payment for these employees to the City Administrative Services Director or his or her designee as necessary to comply with the CalGRIP requirements as follows:

a. The Board of State and Community Corrections requires job descriptions for the Resource Center Coordinator and the Youth Activities Coordinator, employee timesheets and documentation to verify salaries and benefits received, and invoicing for the two positions to be submitted to City for payment.

5. Develop and maintain relationships with referral agencies and services, oversee the intake process and Resource Center services, and ensure appropriate tracking systems are in place (p. 9 of Narrative);

6. Coordinate with the City's Community Partners at the Resource Center which, include but are not limited to:

- a. Partnership for Youth
- b. Sun Street Center
- c. Community Human Services
- d. Monterey County Health Department Behavioral Health Program
- e. Monterey County Probation Department
- f. City of Seaside School Resource Officer

The service providers offering the evidence-based programs will use pre-post surveys to assess individual outcomes (p. 11 of Narrative)

7. Work closely with the City's Consulting Program Evaluator, Resource Center employees and the Community Partners to maintain all client records in the form required and to provide security and protect confidentiality of all such records;

8. Work closely with the Blue Ribbon Task Force (hereinafter BRTF), comprised of citizens, agencies, and non-profit representatives, which will serve as the Coordinating and Advisory Council for the CalGRIP project (p. 4 of Narrative) and a subset of the BRTF, the Steering Committee an Advisory Body;

9. Work with the City's Violence Prevention Manager and the City's Program Evaluator on the "process information" to be collected (nine points on p. 13 of Narrative);

10. Coordinate with the City's Administrative Services Department as necessary as the City of Seaside will serve as the fiscal agent of the project (p. 16 of Narrative);

11. Make changes or additions to the above as dictated by future changes to the CalGRIP grant;

12. By working through the Resource Center Coordinator and the Youth Activities Coordinator to broadly market and engage in community outreach concerning the services the Resource Center provide in order to make these services known to the members of the community; and

13. By working through the Resource Center Coordinator and the Youth Activities Coordinator to maintain a current listing of all

appropriate community resources and client referral services for their use.

IV. RESPONSIBILITIES OF CITY

Under the general supervision of the City of Seaside City Manager, the City's Violence Prevention Manager, the City's Program Evaluator (under contract to the City), and the City's Fiscal Agent, the Deputy City Manager/Administrative Services, the City will provide assistance to the Resource Center Program Manager, as is necessary and desired to best insure the success of the Resource Center in providing the youth of the community the best opportunity to succeed; and, as such. City's responsibilities are as follows:

1. Provide such technical assistance and counsel necessary to best ensure that all aspects of the Seaside Youth Resource Center is in compliance with the requirements of the CalGRIP grant program and the OJUDP Comprehensive Gang Model;

2. Provide such office equipment needed (desks, chairs, furnishings, file cabinets, telephones, computers and other necessary equipment);

3. Coordinate with the Seaside Police Department and the Program Evaluator on the "problem analysis", tracking violent and gang-related crimes (p. 12 of Narrative);

4. Provide assistance as requested and necessary to the Resource Center Manager on the maintenance of client records satisfactory to the Board of State and Community Corrections, and ensure confidentiality and security for all such records and files;

5. The City's Violence Prevention Manager and the City's Program Evaluator shall work closely with the Resource Center Manager on the "process information" to be collected (nine points on p. 13 of Narrative);

6. Serve as the CalGRIP Grant Fiscal Agent (p. 16 of Narrative);

7. Be responsible for the completion of the Violence Prevention Plan "assessment", the development of the Violence Prevention/Youth Opportunities Plan and the approval of the Plan through the Blue Ribbon Task Force/Steering Committee and the City Council. The Resource Center Program Manager and the Community Partners shall be partners in and advisory to this process;

8. Be responsible for the coordination and the implementation of the adopted Violence Prevention/Youth Opportunities Plan, with the assistance of the Resource Center, community partners, other agencies and community non-profit and faith organizations;

9. Be responsible for assisting the Resource Center by all appropriate means in the marketing of the Resource Center services to the community; and

10. Be responsible for assisting the Resource Center Program Manager in the identification and cataloging of all community resources which can appropriately be used for client referrals.

V. INDEMNIFICATION/NOTICES/TERMINATION/AUDIT AUTHORITY/MISCELLANEOUS

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.

2. CITY shall indemnify, defend and hold harmless THE VILLAGE PROJECT, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney=s fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. THE VILLAGE PROJECT shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney=s fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

4. Should either party to this agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney=s fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

correspondence and other data relating to this MOU available to CITY at CITY=S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. THE VILLAGE PROJECT shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve BHD from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. THE VILLAGE PROJECT shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY=S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

9. This MOU may be amended in writing by mutual agreement of the Parties.

10. This MOU shall be governed by and construed with the laws of the State of California. Venue shall be in Monterey County.

11. This MOU contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

12. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a Court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

13. No waiver of any breach of a provision in this MOU shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be effective as of the date first above written.

THE VILLAGE PROJECT

By: Mel Mason
Mel Mason
Executive/Clinical Director

CITY OF SEASIDE

By: John Dunn
John Dunn
City Manager

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
CITY OF SEASIDE AND COMMUNITY PARTNERSHIP FOR YOUTH**

This Memorandum of Understanding is made and entered into by and between the City of Seaside, (hereinafter CITY), and Community Partnership for Youth (hereinafter CPY).

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and CPY intend to work together toward the mutual goal of providing youth in the City of Seaside prevention and intervention services and strategies to prevent and decrease their involvement in gangs. Both parties believe the implementation of the Seaside Gang Reduction, Intervention and Prevention Program, as described in the CalGRIP grant, will further this goal. CPY agrees to comply with the terms of the grant, a copy of which is attached as Exhibit A and incorporated herein by this reference. Each party agrees to participate in the program, if selected for funding, by providing the services set forth in II. below.

II. RESPONSIBILITIES/TERM/FUNDING

1. CITY will contribute personnel to provide oversight to the Gang Reduction, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel/Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.

2. A CPY representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.

3. CPY will provide the Strengthening Families Program curriculum to at least 60 parents per year and will expand the middle school after-school program to provide mentoring, college and job preparation services to at least 70 youth per year. CPY will collect data and maintain records to meet evaluation needs.

4. The grant performance period is January 1, 2015, through and including December 31, 2015.

5. CPY will receive \$78,500.00 annually in CalGRIP grant funds for its services and CPY will provide \$18,232.00 annually as an in-kind match.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.

2. CITY shall indemnify, defend and hold harmless CPY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. CPY shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney=s fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

4. Should either party to this agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney=s fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

5. Any notices under this agreement shall be sent to CPY or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

COMMUNITY PARTNERSHIP FOR YOUTH
Executive Director
775 Kimball Street Suite 101
Seaside, CA 93955
Mailing Address: P.O. Box 42, Monterey, CA 93942
Telephone: (831)394-4279

CITY OF SEASIDE
City Manager
440 Harcourt Avenue
Seaside, CA 93955
Telephone: 831-899-6703

6. CPY shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and CPY's auditor shall be afforded access to the CPY'S records, books, correspondence and other data relating to this MOU. CPY shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, CPY agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. CPY shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve CPY from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in co

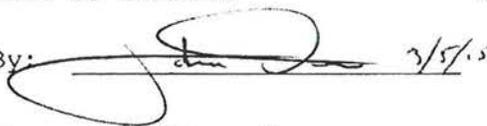
7. CPY shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

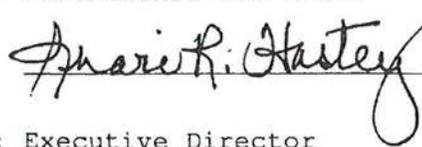
8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on January 1, 2015.

CITY OF SEASIDE

COMMUNITY PARTNERSHIP FOR YOUTH

By:  3/5/15

By: 

Its: City Manager

Its: Executive Director

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF
SEASIDE AND COMMUNITY HUMAN SERVICES

This Memorandum of Understanding is made and entered into by and between the City of Seaside, (hereinafter ACITY@), and Community Human Services (hereinafter ACHS@).

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and CHS intend to work together toward the mutual goal of providing youth in the City of Seaside prevention and intervention services and strategies to prevent and decrease their involvement in gangs. Both parties believe the implementation of the Seaside Gang Reduction, Intervention and Prevention Program, as described in the CalGRIP grant, will further this goal. CHS agrees to comply with the terms of the grant, a copy of which is attached as Exhibit A and incorporated herein by this reference. Each party agrees to participate in the program, if selected for funding, by providing the services set forth in II. below.

II. RESPONSIBILITIES/TERM/FUNDING

1. CITY will contribute personnel to provide oversight to the Gang Reduction, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel/Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.

2. A CHS representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.

3. CHS will provide the Drug and Alcohol Intervention Services for Youth program, encompassing the Seven Challenges Program, to at least 45 youth per year. It will provide the Triple P (Positive Parenting Program) to at least 48 parents per year. CHS will collect data and maintain records to meet evaluation requirements.

4. The grant performance period is January 1, 2015, through and including December 31, 2015.

5. CHS will receive \$27,727.00 per annum in CalGRIP grant funds for its services.

III. INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.

2. CITY shall indemnify, defend and hold harmless CHS, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney=s fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. CHS shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney=s fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

4. Should either party to this agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney=s fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

5. Any notices under this agreement shall be sent to CHS or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

COMMUNITY HUMAN SERVICES
Robin McCrae, CEO
P.O. Box 3076, Monterey, CA 93940
Telephone: 831-658-3811

CITY OF SEASIDE
City Manager
440 Harcourt Avenue
Seaside, CA 93955
Telephone: 831-899-6703

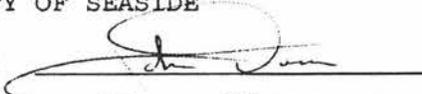
6. CHS shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and CHS= auditor shall be afforded access to the CHS= records, books, correspondence and other data relating to this MOU. CHS shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, CHS agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY=S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. CHS shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve CHS from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. CHS shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY=S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

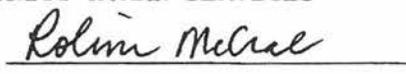
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on January 1, 2015.

CITY OF SEASIDE

By: 

Its: City Manager

COMMUNITY HUMAN SERVICES

By: 

Its: Chief Executive Officer

2/24/15

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF
SEASIDE AND SUN STREET CENTERS**

This Memorandum of Understanding is made and entered into by and between the City of Seaside, (hereinafter CITY), and Sun Street Centers (hereinafter SSC).

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and SSC intend to work together toward the mutual goal of providing youth in the City of Seaside prevention and intervention services and strategies to prevent and decrease their involvement in gangs. Both parties believe the implementation of the Seaside Gang Reduction, Intervention and Prevention Program, as described in the CalGRIP grant, will further this goal. SCC agrees to comply with the terms of the grant, a copy of which is attached as Exhibit A and incorporated herein by this reference. Each party agrees to participate in the program, if selected for funding, by providing the services set forth in II. below.

II. RESPONSIBILITIES/TERM/FUNDING

1. CITY will contribute personnel to provide oversight to the Gang Reduction, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel/Coordinating and Advisory Council. The School Resource Officer will devote his/her time to the Resource Center during school holidays and summer months.

2. A SSC representative will attend the monthly Blue Ribbon Panel/Coordinating and Advisory Council meetings.

3. SSC will provide the Safe Teens Empowerment Project (STEPS) to at least 20 youth per year, and will collect data and maintain records to meet evaluation needs.

4. The grant performance period is January 1, 2015, through and including December 31, 2015.

5. SSC will receive \$20,000.00 annually in CalGRIP grant funds for its services and SSC will provide \$4,000.00 annually as an in-kind match.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.

2. CITY shall indemnify, defend and hold harmless SSC, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney=s fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. SSC shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney=s fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

4. Should either party to this agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney=s fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

5. Any notices under this agreement shall be sent to SSC or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

SUN STREET CENTERS

11 Peach Dr
Salinas Ca 93901
Telephone: 831-753-5144 ext 1

CITY OF SEASIDE

City Manager
440 Harcourt Avenue
Seaside, CA 93955
Telephone: 831-899-6703

6. SSC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and SSC= auditor shall be afforded access to the SSC= records, books, correspondence and other data relating to this MOU. SSC shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, SSC agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY=S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. SSC shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve SSC from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SCC shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY=S principal of business.

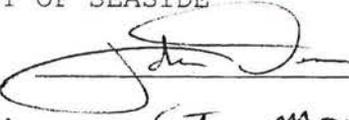
8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on January 1, 2015.

CITY OF SEASIDE

By:

Its:

 3/4/15
City Manager

SUN STREET CENTERS

By:

Its:


CEO
Maria-Elena Morales
Prevention Director
Eddie Hathcock
Prevention Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONTEREY, BY AND THROUGH THE COUNTY OF MONTEREY
HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU
AND
CITY OF SEASIDE**

SEASIDE GANG REDUCTION, INTERVENTION AND PREVENTION PROGRAM

This Memorandum of Understanding (hereafter referred to as "MOU") is made and entered by and between the County of Monterey, a political subdivision of the State of California by and through the Monterey County Health Department, Behavioral Health Bureau (hereafter the "County") and City of Seaside (hereafter the "Collaborator").

RECITALS

- A. The Seaside Gang Reduction, Intervention and Prevention Program (hereafter referred to as "Program") is a partnership between the City of Seaside and the County to provide youth in the City of Seaside prevention and intervention services and strategies to prevent and decrease their involvement in gangs. The implementation of this program will use funds awarded to the City of Seaside from the State of California's Board of State and Community Corrections California Gang Reduction, Intervention and Prevention (hereafter referred to as "CalGRIP") Program and the County's Mental Health Services Act Prevention and Early Intervention funds (hereafter referred to as "MHSA PEI").
- B. The Collaborator and the County will work together to reduce gang activity through the use of evidence-based prevention, intervention and suppression activities. The Program will consist of obtaining referrals from Collaborator, assessment, individual/family/group therapy, community presentations as needed and referrals to community agencies utilizing a newly fitted "one-stop" resource center for youth and gang violence prevention and interventions services, known as the Seaside Youth Resource Center (hereafter referred to as "SYRC").
- C. The partnership between Collaborator and County will establish a referral system network that will identify youth who are in need of youth and gang violence prevention and intervention services. Youth and their families will gain access to the Program by referral from Collaborator. The fiscal year 2015-2016 will be the first year of program implementation. The goal is to serve at least FIFTY (50) youth each fiscal year.

The goals of the PROGRAM are to:

- Provide a wide range services to at-risk, on probation, and gang-involved youth and their families to reduce risk factors for violence and increase protective factors.
- Coordinate community resources;
- Promote healthy family environments; and
- Reduce recidivism in criminal activity by addressing emotional and psychological needs of youth through the provision of mental health early intervention services.

1. Term of MOU

Unless terminated earlier pursuant to the provisions set forth below, this MOU shall remain in full force and effect from **July 1, 2015 through June 30, 2016.**

2. Fiscal

The County and Collaborator will use a mixture of funds from CalGRIP grant, MHSA PEI and Medi-Cal revenue for case management, individual, group and family therapy services to be provided by a 1.0 Full Time Equivalent (“FTE”) County Psychiatric Social Worker (“Behavioral Health Therapist”), .20 FTE County Service Manager and .20 FTE County Unit Supervisor. The Collaborator’s financial obligation to the County shall be fulfilled through payments from their CalGRIP grant to the County described in Section 7(a) of this MOU. Funding by the County and Collaborator for the program is as follows:

TOTAL BUDGET FY 2015-16	
PROGRAM FTE TOTAL	TOTAL PROGRAM COST
1.0 FTE Behavioral Health Psychiatric Social Worker	\$188,098.00
.20 FTE Behavioral Health Services Manager	
.20 FTE Behavioral Health Unit Supervisor	

County Maximum Liability for FY 2015-16	
FTE Total	Total County Maximum Program (MHSA-PEI/Medi-Cal Revenue)
.50 FTE Behavioral Health Psychiatric Social Worker	\$61,348.00
.20 FTE Behavioral Health Services Manager	\$35,666.00
.20 FTE Behavioral Health Unit Supervisor	\$29,736.00
County Total Maximum Liability	\$126,750.00

Collaborator Maximum Liability for FY 2015-16	
FTE Total	Total CalGRIP Grant
.50 FTE Behavioral Health Psychiatric Social Worker	\$61,348.00
Collaborator Maximum Contract Liability	\$61,348.00

3. Role of the Collaborator:

a. The Collaborator shall provide a dedicated and confidential room within the SYRC that is large enough to accommodate three to four people. The room shall be furnished with a desk, chairs, locking file cabinet, and telephone. The room shall be able to accommodate confidential individual therapy, family therapy, and consultation with parents. The room shall be made available at times designated in a schedule of hours to be established by the County and Collaborator. The schedule established pursuant to this MOU shall include professional

development time for the County's Behavioral Health Therapist, Service Manager and Unit Supervisor.

b. The Collaborator shall identify and refer at-risk youth ages seventeen (17) and under (at the time of the referral) in need of an assessment to the Behavioral Health Therapist while adhering to the confidentiality rules and regulations, refer to Section c., below.

c. The Collaborator shall enforce all confidentiality rules and regulations. Collaborator shall be responsible for informing and obtaining the written consent from the youth's parent or guardian for a **referral** to the programs under the Program for a mental health assessment (Exhibit D). Parenting education and family counseling will be offered to youth and families who are in need of services and who agree to participate in the Program.

4. Role of the County:

a. The County shall assign to the Collaborator 1.0 FTE Behavioral Health Therapist, a .20 FTE County Services Manager and a .20 FTE County Health Unit Supervisor for the provision of mental health services for at-risk youth participating in the Program.

b. The Behavioral Health Therapist shall report to the Collaborator's site five (5) days a week providing forty (40) hours per week at site; unless ill, away from the office or in training. The County Service Manager and Supervisor shall provide a total of 20 hours each per month.

c. In the event of any change in scheduling, staff, or procedures, the County shall notify the Collaborator within three (3) business days.

d. The Behavioral Health Therapist, Behavioral County Service Manager and the County Unit Supervisor shall participate in briefings or other meetings at the assigned Collaborator's site, as appropriate.

e. The County Unit Supervisor shall provide administrative control and oversight of the delivery of mental health services by the Behavioral Health Therapist

f. The County Service Manager shall attend SYRC meetings, accept referrals, triage cases and provide clinical oversight of the County Services Supervisor.

g. The Behavioral Health Therapist shall be available to Collaborator as needed for training and consultation to assist Collaborator to be responsive to the special needs of the referred youths.

h. The Behavioral Health Therapist will explain and obtain parental/guardianship signatures on all County required consent forms for services provided through the Program at the time of the assessment appointment with the parent or guardian. The Behavioral Health Therapist shall be responsible for obtaining the necessary County-approved consent and release of information forms to be shared with other agencies or professionals as needed or agreed to by the parties (Exhibit D).

i. The County shall monitor the overall status of the Program activities conducted at Collaborator's Site to ensure efficient and effective implementation of services rendered by the County.

j. The County shall provide the Collaborator data relating to this MOU available to the Collaborator upon seventy-two (72) hours advance written notice in accordance with the specifications or any modifications thereof and in compliance with the law.

k. The County shall retain all data related to the Program at the County for such period as required by law set forth in Section 8(a) of this MOU.

5. Exhibits

The following attached exhibits are incorporated herein by reference and constitute a part of this Memorandum of Understanding:

- EXHIBIT A: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT B: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT D: CONSENT FORMS

6. Personnel

The County assumes full responsibility for the actions of staff while performing services pursuant to this MOU and shall be solely responsible for the supervision, daily directions, and control of such matters. The County shall pay all salaries and expenses owed to the County staff assigned for the Collaborator pursuant to this MOU. The Collaborator's only financial obligation to the County staff shall be the payments to the County described in Section 7(a) of this MOU.

7. Payment Provisions

a. Subject to the limitations set forth herein, Collaborator shall pay the County **\$61,348.00** for the provision of County's services during the term of this MOU and in accordance with the following schedule:

Period	FTE Total	Collaborator Maximum Total Annual Amount
FY 2015-2016	1.0 FTE Behavioral Health Psychiatric Social Worker	\$61,348.00 --1 st semi-annual payment of \$30,674.00 shall be invoiced on or about December 31, 2015. --2 nd semi-annual payment of \$30,674.00 shall be invoiced on or about June 30, 2016.

b. The County shall prepare and submit its invoice for the requested amount, as described in Section 4(a) above, along with such other information pertinent to the invoice, and submit to the Collaborator at the following address:

City of Seaside
Attn: Theresa Zamora, MBA
440 Harcourt Avenue
Seaside, CA 93955

Collaborator shall pay the County's invoice in the requested amount within 30 days of receiving the County's invoice.

c. If for any reasons this MOU is terminated, the Collaborator's maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.

d. Subject to the limitations set forth herein, the County shall provide additional funds from MHSA PEI funds and Medi-cal billing revenue for the provision of the County's services during the term of the MOU for funding not covered by the Collaborator's allotment per Section 7(a) of this MOU.

8. Maintenance and Confidentiality of Patient Information

a. The County shall maintain clinical records for each recipient of service in compliance with all state and federal requirements. Such records shall include a description of all services provided by the County in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The County shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven years.

b. Collaborator shall comply with the confidentiality and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements set forth in Exhibits A and C of this MOU and incorporated by reference as if fully set forth herein.

9. Modification

This MOU may be revised at any time with thirty (30) days written notice provided by any partner to the other partner, and upon mutual MOU of all the partners. Any revisions/amendments must be signed by all partners and attached to the original MOU.

10. Termination

The County or Collaborator may cancel this MOU at any time upon thirty (30) calendar days' written notice. In addition, if the Collaborator defaults performance of the work under this MOU, the County may immediately terminate this MOU by written notice to Collaborator.

11. Assignment

This MOU may not be assigned without the prior written consent of the County.

12. General Provisions

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.
- b. There shall be no discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual orientation, or disability.
- c. Collaborator shall act as independent Collaborator in the performance of the duties hereunder, and no officer, employee or agent of Collaborator employed under this MOU shall be deemed to be an officer, employee or agent of the County in carrying out the duties of this MOU. Nothing in this MOU shall create any of the rights, powers, privileges or immunities of an employee of the County.

13. Termination due to Cessation of the MHSA PEI Program Funding

County shall have the right to terminate this MOU upon three (3) days' written notice in the event that the receipt of funds by County is reduced, suspended or terminated for any reason.

14. Mutual Indemnification

a. The Collaborator shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by Collaborator and/or its agents, employees or other collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County.

It is the intent of the parties to this MOU to provide the broadest possible coverage for the County. The Collaborator shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Collaborator is obligated to indemnify, defend and hold harmless the County under this MOU.

b. County shall indemnify, defend, and hold harmless Collaborator, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by the County and/or its agents, employees or other collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Collaborator. It is the intent of the parties to this MOU to provide the broadest possible coverage for the Collaborator. The County shall reimburse the Collaborator for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Collaborator under this MOU.

15. Insurance

a. Insurance Coverage Requirements. Without limiting Collaborator's duty to indemnify, Collaborator shall maintain in effect throughout the term of this MOU a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

3. Workers Compensation Insurance, if Collaborator employs others in the performance of this MOU, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Collaborator shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MOU.

b. Other Insurance Requirements. All insurance required by this MOU shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this MOU, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Collaborator completes its performance of services under this MOU.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Collaborator and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this MOU, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this MOU by the County, Collaborator shall file certificates of insurance with the County's contract administrator and the County's Contracts/Purchasing Division, showing that the Collaborator has in effect the insurance required by this MOU. The Collaborator shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this MOU, which shall continue in full force and effect.

Collaborator shall at all times during the term of this MOU maintain in force the insurance coverage required under this MOU and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Collaborator and Collaborator shall have five calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by Collaborator to maintain such insurance is a default of this MOU, which entitles County, at its sole discretion, to terminate this MOU immediately.

16. Cultural Competency and Linguistic Accessibility

a. The County shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by the Department of Health Care Services' regulations and policies and other applicable laws. Cultural competency is defined as congruent set of practice skills behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this MOU in cross-cultural situations. Specifically, the County's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

b. The Collaborator shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the Collaborator shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

c. For the purposes of this section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes, provides the opportunity for and facilitates their use.

17. Notices

Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Collaborator, to:
City of Seaside
440 Harcourt Avenue, Seaside, CA 93955
Attn: Theresa Zamora, MBA
Tel: 831-899-6745
Fax: 831-899-6227

If to the County, to:
Monterey County Health Department,
1270 Natividad Road, Salinas, CA 93906
Attn: Ray Bullick, Health Director
Tel: 831-755-4526
Fax: 831-755-4797

This MOU constitutes the entire MOU between the parties and supersedes all previous communications, representations or MOUs regarding this subject, whether written, or oral, between the parties.

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated on the following page.

The remaining of this page is intentionally blank.

IN WITNESS WHEREOF, COUNTY and COLLABORATOR have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

By: 
Ray Bullick, Director of Health
Date: 8/4/15

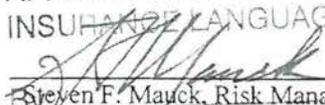
Approved as to Form

By: 
Stacy L. Saetta, Deputy County Counsel
Date: 7/16/15

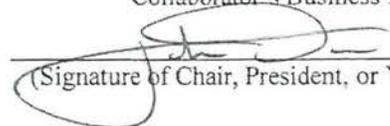
Approved as to Fiscal Provisions

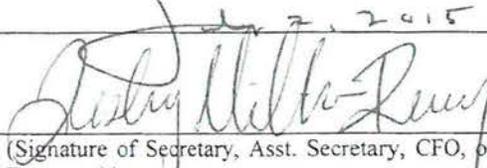
By: 
Gary Giboney, Auditor-Controller
Date: 7-17-15

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: 
Steven F. Mauck, Risk Management
Date: 7/16/15

**COLLABORATOR
CITY OF SEASIDE**

Collaborator's Business Name*
By: 
(Signature of Chair, President, or Vice-President)*
John Dunn, City Manager
Name and Title

Date: 7/27/2015
By: 
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

Wendy Milton-Renig, City Clerk
Name and Title
Date: 9/2/2015

*INSTRUCTIONS: If COLLABORATOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If COLLABORATOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this MOU on behalf of the partnership. If COLLABORATOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the MOU.

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SEASIDE, CALIFORNIA
AND THE COUNTY OF MONTEREY
CalGRIP GRANT # 845-14**

This Memorandum of Agreement is made and entered into by and between the City of Seaside (hereinafter "City"), and the County of Monterey ("County", by and through the Monterey County Probation Department (hereinafter, "Probation").

I. PURPOSE

This Memorandum of Agreement stands as evidence that City and Probation Department intend to work together toward the mutual goal of providing youth in the City of Seaside with prevention and intervention services and strategies to prevent and decrease their involvement in gangs. Both the City and the County believe the implementation of the Seaside Gang Reduction, Intervention and Prevention Program, as described in the Cal GRIP grant (hereinafter "Grant"), will further this goal. Probation agrees to comply with the terms of the Grant, a copy of which is attached as Exhibit A and incorporated herein by this reference.

II. RESPONSIBILITIES/TERM/FUNDING

1. City will contribute the personnel identified in the grant proposal to provide oversight to the Gang Reduction, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel/Coordinating and Advisory Council (hereinafter, "Taskforce Meeting").
2. A representative from Probation will attend the monthly Taskforce Meetings.
3. Probation will provide a 0.20 FTE Probation Officer as an in-kind match to work with at-risk youth and their families in the City of Seaside. The Probation Officer will be onsite at the Seaside Resource Center 8 hours per week.
4. Probation will provide documentation for the in-kind match for a total of \$24,405 annually, as the 0.20% value of salary and benefits for the Probation Officer.
5. Probation will collect the data and maintain records required by the Grant to meet evaluation needs. City will cooperate with Probation in the provision of data required.
6. The grant performance period is July 1, 2015, through and including December 31, 2017.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOA may be terminated without cause by either party upon thirty (30) days written notice.
2. City shall indemnify, defend and hold harmless Probation, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this Agreement.
3. Probation shall indemnify, defend and hold harmless City, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this Agreement.
4. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), venue shall be in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
5. Any notices under this Agreement shall be sent by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties.
6. To the extent permitted by law, both City and Probation agree to share information regarding the court-involved youth affected by this Agreement. Information from the youthful offenders' history shall be used only to gain an understanding of the needs of the youth and to improve the planning, delivery and evaluation of services. The sharing of information related to specific case histories, as permitted by law, is deemed essential to interagency collaboration.

7. Probation will maintain support documentation to validate the in-kind match and provide it to the City as grant manager for submission to grantor in accordance with grant requirements.
8. To the extent permitted by law, and consistent with the obligation to protect records relating to court-involved youth, Probation may provide City upon request, and/or upon completion of the services, with electronic files and copies of any documentation of results pursuant to grant requirements.
9. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.

MONTEREY COUNTY PROBATION DEPARTMENT

Marcia Parsons, Chief Probation Officer
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901
FAX: 831 759-7246

CITY OF SEASIDE
City Manager
440 Harcourt Avenue
Seaside, CA 93955
FAX: TBD

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on July 1, 2015.

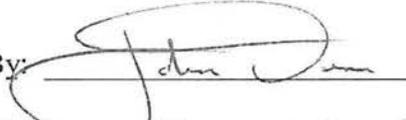
[Signatures on next page]

MONTEREY COUNTY PROBATION DEPARTMENT
20 E. Alisal Street
Salinas, CA 93901
Telephone: 831 755-3913

Marcia Parsons, Chief Probation Officer

Date: _____

CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955
Telephone: 831-899-6703

By: 
Date: Mar 19, 2015

AGREEMENT FOR SERVICES
between
THE CITY of SEASIDE and
THE MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
for
SCHOOL RESOURCE OFFICER (SRO) SERVICES

This Agreement for School Resource Officer services (hereinafter referred to as Agreement) is entered into on this 2nd of July, 2015, by and between the City of Seaside, a municipal corporation (hereinafter referred to as City), and the Monterey Peninsula Unified School District (hereinafter referred to as MPUSD), for the delivery of School Resources Officer (hereinafter referred to as SRO) services by the City to MPUSD.

WITNESSETH

WHEREAS, Seaside desires to contract with MPUSD to provide an SRO to MPUSD students and schools located within the City's jurisdiction, as defined below and in the Scope of Services, attached hereto as "Exhibit A," and incorporated by reference.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

TERM:

The term of this Agreement SHALL BE FOR TWO YEARS FROM July 2, 2015 (hereinafter "Commencement Date") through and including June 30, 2017.

The School Resource Officer Program that is currently in place within the MPUSD schools offers excellent educational, safety and crime prevention programs that benefit the students and employees of MPUSD, as well as serving the citizens of Seaside.

Historically Seaside provided two SRO's to serve MPUSD schools and students located within the boundaries of the City of Seaside. Due to the economic downturn, one SRO position was eliminated, resulting in the one remaining SRO position. The SRO provides oversight for the enrichment programs and mentoring opportunities for MPUSD students. The program has been and will be collaboratively planned and approved by appropriate representatives of the Seaside Police Department and the appropriate MPUSD Principal (and, as needed, an appropriate school district administrator). The position will be split-funded between the City and MPUSD as more fully described in the Program Costs section of this Agreement as set forth below.

PURPOSE:

To create and encourage, through every useful means, desirable behavior on the part of the youth and of this community; to promote and instill a safe environment in and

around the MPUSD schools within the City; to exchange wholesome communications and ideas between students, parents, MPUSD employees and police officers with crime prevention, good citizenship, and healthy relationships being the ultimate results.

The SRO program allocates one full-time police officer from Seaside to be assigned to MPUSD schools within Seaside. The SRO shall serve as a liaison between the Police Department and MPUSD for the welfare and common good of MPUSD students, MPUSD employees and the community at large.

ORGANIZATION:

The SRO will report to the appropriate Police Department supervisor to whom he/she is assigned. Working with MPUSD, the SRO is expected to cooperate with school officials, including MPUSD administrators, and other MPUSD staff members. The SRO is to be knowledgeable in laws that apply to a safe school environment. The SRO is to abide by MPUSD policies and respond to the needs expressed by MPUSD school officials; however, in the event of a conflict between an MPUSD school and/or MPUSD policy, and City or Department policy, City and/or the Department's policy shall supersede the MPUSD school policy.

The SRO shall at all times remain an employee of the City, and shall not be considered an employee of MPUSD. MPUSD and Seaside acknowledge that the SRO shall remain responsive to the chain of command of his/her respective Department.

DUTY HOURS:

The SRO will normally work in uniform, including safety equipment designated for use by sworn personnel pursuant to his/her Department's policies, practices, and existing employment labor agreements.

SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the bargaining unit representing the SRO, with input from the MPUSD. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.

MPUSD shall be advised of the SRO's standard work schedule, in writing, prior to the start of the school year. The SRO may adjust his/her work schedule, with approval from his/her Police Department supervisor, in order to accommodate school activities and requests. The Police Department shall, in accordance with Departmental needs, policies, practices and existing MOU, make every effort to schedule the SRO on those days school is in session and during special school activities.

It is understood and agreed that time spent by the SRO appearing in court cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement. In the event any school requires an SRO to attend any extracurricular activities, such as but not limited to, sports events and evening meetings, where the SRO cannot adjust their regular schedule, MPUSD agrees to pay for the Officer's overtime costs.

Overtime must be approved in advance by the SRO's Department supervisor when work schedule adjustments are not practical. The Department shall use its best effort to ensure the SRO provides services to the MPUSD schools except when he or she is on paid leave or otherwise absent.

The SRO is expected to be available by telephone when off campus during working hours.

The SRO will rotate his/her time amongst the schools in the MPUSD within the boundaries of Seaside. The SRO, in coordination with the MPUSD, will establish a schedule for rotation between the schools that will provide adequate coverage for each campus. It is understood that the schedule will be driven by calls for service and campus need. Therefore, the rotation will not guarantee each campus receives the same amount of SRO coverage.

When school is not in session, such as holidays, summer vacations, and seasonal breaks, the SRO will report to his/her Department supervisor for further assignment.

Pursuant to Department protocols, the SRO is required to notify his/her supervisor of any absence and should also notify a designated MPUSD representative whenever possible. Otherwise, the SRO supervisor or Watch Commander will notify MPUSD when the SRO is absent from work. Except for unforeseen circumstances, elective time off for the SRO should be utilized when school is not in session. Elective time off scheduled during the school year shall be backfilled by utilizing on duty patrol personnel, at no additional cost to the MPUSD. Such coverage will be in addition to regular patrol officers, not a dedicated presence.

When school is in session, the SRO will generally be assigned to the schools and will not normally be available for general patrol duties, except in and around MPUSD campuses within the City or in conjunction with preliminary and follow-up investigations that occur on or near MPUSD campuses. The SRO may only be utilized outside of the schools in the event of an in-progress emergency, or as determined by the City's Chief of Police.

If an MPUSD principal believes that an incident is a violation of the law, the principal may contact the SRO who shall then determine whether law enforcement action is appropriate. The SRO is not to be used for regularly assigned lunchroom duties, bus duty, hall monitor, or other monitoring duties. The SRO is also not to be used as a crossing guard or for continuing vehicle traffic control. However, if there is a temporary problem, the SRO may assist the school until the problem is solved.

PROGRAM COSTS:

Under this Agreement, MPUSD agrees to pay the City fifty percent (50%) of the City's fully burdened costs for the SRO position for FY 15/16 and FY16/17. Payment shall be made in four (4) equal quarterly payments each year for the term of the contract. At

the conclusion of FY 16/17, the parties will consider further multi-year Agreements for this position.

Each of the parties understand that each party's funding priorities may require the reduction or elimination of the respective School Resource Officer program, and any/each of the parties may terminate this Agreement without any further obligation upon sixty (60) days written notice.

INDEMNIFICATION AND INSURANCE:

Each party agrees to indemnify, defend and hold harmless the other party, their respective elected and appointed officials, officers, agents, and employees, from and against any and all claims, losses, actions, damages, expenses or liabilities, including reasonable acts or omissions. Each party assumes worker's compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees, and assumes no worker's compensation responsibility for the elected and appointed officials, officers, agents and employees of the other party. Accordingly, MPUSD and City each waive rights of subrogation against one another as respects workers compensation.

Each party shall maintain in force at all times during the performance of this Agreement a policy of insurance covering all of its operations (including public liability and property damage coverage but not including contingent malpractice), naming the other party as an additional insured, with not less than \$1,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under the Agreement with a combined single limit of not less than \$1,000,000.00. Notice in writing shall be given at least thirty (30) days in advance of cancellation thereof.

Insurance shall be through an organization authorized by law to transact insurance business in the State of California. Each of the PARTIES agree that each party may self-insure against any loss or damage, which could be covered by a comprehensive general public liability insurance policy, and may also obtain coverage through an insurance pool.

Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either party to this Agreement may be provided by a plan of self-insurance and/or a public entity risk-sharing Agreement at the option of the party.

CONTRACT SUPERVISION:

The MPUSD shall designate an official authorized and assigned to represent the interest of the MPUSD and to ensure that the terms and conditions of this Agreement are carried out. That official will be identified to the Chief of Police upon execution of this Agreement. The Chief of Police or his/her designee shall administer this Agreement on behalf of the City.

PROCEDURES AND MPUSD POLICY REGARDING SRO PROGRAM:

All parties will follow the procedures outlined in the "SRO Scope of Services," herein by reference as Exhibit A.

SECTION 504 COMPLIANCE:

Section 504 of the Federal Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA), as amended, require that all benefits, aids and services are made available to disabled students on an equivalent basis with those received by non-disabled students. Each party shall agree to be in compliance with Section 504 and ADA requirements.

NOTICE:

In addition to all other notices provided for herein, each party shall give the other notice of any policy, resolution, or regulation changes contemplated by it relating to any matters affecting performance and/or functions under the terms and conditions of the Agreement. All notices herein provided to be given, or which may be given, by either party to the other, shall be in writing and be given by personal service or by United States mail postage prepaid, certified mail return receipt requested, and addressed as follows:

Monterey Peninsula Unified School District
Attn: Superintendent
700 Pacific Street
Monterey, California 93940

Chief of Police
Seaside Police Department
440 Harcourt Avenue
Seaside, California 93955

NONDISCRIMINATION CLAUSE:

During the performance of this Agreement, neither party shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. All parties and their subcontractors, if any, shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. All parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part of as if set forth in full. City and the District shall also abide by the Federal Civil Right Act of 1964 (42 U.S.C. Section 1981 et seq.) and all amendments thereto, and all administrative

rules and regulations issued pursuant to said Act. Each party shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

AMENDMENT:

This Agreement may only be modified or amended by the written Agreement of the parties.

ASSIGNMENT:

This Agreement may not be assigned or transferred by any of the parties without the express written consent of the other parties.

ATTORNEY'S FEES AND COURT VENUE:

Should any PARTY to the Agreement bring legal action against the other (formal judicial proceeding, mediation, or arbitration), venue for any such actions shall be in the Monterey County Superior Court.

NO THIRD PARTY BENEFICIARY:

This Agreement, including but not limited to, the indemnification provisions, is for the benefit of the parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

AGREEMENT CONTAINS ALL UNDERSTANDINGS:

This document represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements either written or oral.

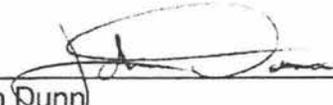
GOVERNING LAW:

This Agreement shall be governed by the laws of the State of California.

SEVERABILITY:

If any term of this Agreement is held invalid by a court of competent jurisdiction the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto, by and through their respective duly authorized representatives, have executed this Agreement on the date first hereinabove written.



John Dunn
City Manager
City of Seaside



Dr. Daniel PK Dffenbaugh
Superintendent
Monterey Peninsula Unified School District

CITY OF SEASIDE

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of January 1, 2015, between the City of Seaside, a municipal corporation and Jan Roehl Consulting, an employee owned Sole Proprietorship. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 1, 2015 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2015, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

The City Manager shall represent City in all matters pertaining to the administration of this Agreement, *review and approval of all products submitted by Consultant*, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$44,000.00 (Forty-four thousand, dollars) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted *on or about the first business day of each month, or as soon thereafter as practical*, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Either the City or the Consultant for any reason whatsoever, with or without cause, may terminate this Agreement upon no less than twenty (20) days written notice to the other party. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision

of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside's City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit C without the written consent of the Consultant.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs

of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered *confidential and shall not be released by Consultant without City's prior written authorization*. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Jan Roehl Consulting shall perform the services described in this Agreement.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City of Seaside.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

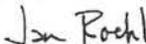
CITY OF SEASIDE

By: _____


(City Manager or Mayor)

CONSULTANT

By: _____


(Signature)

Jan Roehl (Typed Name)

EXHIBIT A / B

TASKS TO BE PERFORMED & PAYMENT SCHEDULE

Jan Roehl Consulting will conduct the comprehensive evaluation of the Gang Reduction, Intervention and Prevention Program. Jan Roehl's hourly rate is \$85/hour and she will devote approximately 517.65 hours per day to the CalGRIP evaluation.

The tasks to be performed are:

- Conduct a comprehensive evaluation of the Seaside CalGRIP (Gang Reduction, Intervention, and Prevention) Program, including a process and outcome evaluation, as outlined in the grant proposal.
- Collect and analyze data on project processes as specified within the CalGRIP Proposal Narrative and assess outcomes via performance measures. Data will be retrieved from police and probation records systems, service provider records, and key staff.
- Analyze data on violent, gang, and gun crime, patterns, and trends, and work with the Blue Ribbon Task Force for the Prevention of Youth Violence to concentrate evidence-based practices on the areas and individuals most involved in violent crime.
- Prepare a local Evaluation Plan by April 30, 2015.
- Present process and outcome data quarterly to the Blue Ribbon Task Force for the Prevention of Youth Violence.

