



# City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 12/11/2012

**Report Type:** Consent

**Title: Agreement: Acceptance of 2013-2014 Cal GRIP Grant Award**

**Report ID:** 2012-00946

**Location:** Citywide

**Recommendation:** Pass a Resolution authorizing the City Manager, or the City Manager's designee to: 1) accept the FY2013/14 California Gang Reduction, Intervention and Prevention (CalGRIP) grant in the amount of \$455,000 from the Board of State and Community Corrections (BSCC); 2) establish Sacramento Ceasefire Project (G19001400); 3) establish revenue and expenditure budgets for the \$455,000 grant award and \$455,000 in kind grant match for City services of \$145,000 and partner agency in-kind services of \$310,000 for a grand total of \$910,000; 4) enter into an agreement with Sacramento Employment and Training Agency (SETA) for \$250,000 in services and in-kind services valued at \$210,000, and a Memorandum of Understanding with Sacramento Area Congregations Together (ACT) for in-kind services valued at \$100,000 for the Sacramento Ceasefire Project; and 5) prepare a Request for Proposal and award a contract for a consultant for grant management and project coordination in an amount not to exceed \$100,000.

**Contact:** Khaalid Muttaqi, Project Manager, Department of Parks and Recreation (916) 808-4057; Vincene Jones, Division Manager, (916) 808-5072, Department of Parks and Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Neighborhood Services

**Dept ID:** 19001511

**Attachments:**

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- 1-Description/Analysis
- 2-Resolution
- 3-Award Letter
- 4-Grant Proposal
- 5-Non Professional Services Agreement
- 6-Non-Competitive Bid/Contract Justification
- 7-Memorandum Of Understanding

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**City Attorney Review**

Approved as to Form  
Sheryl Patterson  
12/4/2012 2:30:10 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
11/26/2012 10:49:58 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 12/4/2012 11:25:26 AM



## Description/Analysis

**Issue:** The Department of Parks and Recreation (DPR) recommends the acceptance of \$455,000 in California Gang Reduction, Intervention and Prevention (CalGRIP) grant funding from the Board of State and Community Corrections to fund the Sacramento Ceasefire project. Ceasefire is a collaborative effort between the Mayor's Gang Prevention Task Force, the Sacramento Parks and Recreation and Police Departments, Area Congregations Together (ACT), Sacramento Employment and Training Agency (SETA), Sacramento County Probation, Kaiser Permanente, the District Attorney's office, as well as other community-based and faith-based organizations. This effort targets the "drivers" of violence in the most violent areas of Sacramento based on real time data. These drivers participate in call-in sessions and are given a choice to stop the violence and accept services or deal with the consequences. The grant period is two years, from January 1, 2013 through December 31, 2014.

The DPR was awarded \$455,000 in grant funding with a required \$455,000 match to implement the Ceasefire project. The match consists of in-kind partner support and leveraged city staff time. This Ceasefire project has three goals:

- Reduce gun-related violence in target areas
- Increased participation of target groups in employment and social services
- Increased community engagement in the "stop the violence" message

**Policy Considerations:** The acceptance of the grant award is consistent with the Mayor's Gang Prevention Task Force Strategic Plan accepted at the October 2, 2012 Council meeting and the goals of the Department of Parks and Recreation. The Ceasefire strategy positively impacts neighborhood safety as identified in the City Manager's Performance Goals relating to programs for at-risk youth.

**Economic Impacts:** There are no economic impacts associated with this report.

**Environmental Considerations:** Not applicable

**California Environmental Quality Act (CEQA):** This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.), and is otherwise exempt pursuant to section 15061(b)(3) (no significant effect on the environment) of the CEQA Guidelines.

**Sustainability:** Not applicable

**Commission/Committee Action:** None

**Rationale for Recommendation:** The Ceasefire strategy is a violence intervention program based on the Boston Ceasefire model. This model is an evidence-based, data driven program to get youth and young adults who are the "drivers of violence" off the streets through outreach and direct communication, and into jobs and support services. Boston, as well as other cities utilizing this strategy, has seen notable reduction in gang-related homicides and shootings.

**Financial Considerations:** DPR will manage all activities related to the fiscal and program outcomes of the project. The grant funds will be used to sub-contract with partners who support the different components of the project. SETA will manage the job component and administer support services to the participants. A professional consultant will be selected for grant management, data collection and reporting. SPD will assign a reserve Police Officer to provide intelligence and data analysis. ACT will assist with the community outreach element at no cost as in-kind services.

Funding will be provided from the Board of State and Community Corrections, by way of the Cal GRIP grant. The total project cost of \$910,000 will be spread out over a two-year period. The project cost is made up of the \$455,000 grant award and a match of \$455,000 (see Proposed Budget - Attachment 1). Most of the match requirement will come from in-kind partner support and leveraged resources. The remainder of the match will come from in-kind compensation provided by the SPD and DPR. There is no current or future impact to the General Fund or additional monetary requirement upon the City.

**Emerging Small Business Development (ESBD):** None



## RESOLUTION NO.

Adopted by the Sacramento City Council

### **ACCEPTING FY2013/14 CALGRIP GRANT AWARD FOR SACRAMENTO CEASEFIRE PROJECT G19001400**

#### **BACKGROUND**

- A. The California Gang Reduction, Intervention and Prevention (CalGRIP) grant from the Board of State and Community Corrections (BSCC) is intended to fund local collaborative efforts to reduce gang activity through the use of evidence-based prevention, intervention and suppression activities.
- B. On November 8, 2012, BSCC approved the grant application of the City of Sacramento for \$455,000 in CalGRIP funding for the Sacramento Ceasefire project. The grant award covers the period January 1, 2013 – December 31, 2014. The grant award is a dollar for dollar match and requires a 20% contracting requirement to a Community Based Organization (CBO).
- C. The Sacramento Ceasefire project is a violence intervention program based on the Boston Ceasefire model, an evidence-based, data driven program to get youth and young adults who are the "drivers of violence" off the streets and into jobs and supportive services.
- D. Sacramento Ceasefire is a collaborative effort between the Mayor's Gang Prevention Task Force (MGPTF), Sacramento Police Department, Sacramento Area Congregations Together (ACT), Sacramento Employment and Training Agency (SETA), Sacramento County Probation, Kaiser Permanente, District Attorney's Office, and other community-based and faith-based organizations.
- E. Sacramento Ceasefire is consistent with the Mayor's Gang Prevention Task Force Strategic Plan, the City Manager's performance goals relating to programs for at-risk youth, and the Department of Parks and Recreation goals.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager, or his designee, is authorized to accept the FY2013/14 California Gang Reduction, Intervention and Prevention (CalGRIP) grant in the amount of \$455,000 from the Board of State and Community Corrections (BSCC) and to establish the Sacramento Ceasefire Project (G19001400).
- Section 2. The City Manager, or his designee, is authorized to establish revenue and

expenditure budgets for the \$455,000 grant award and the \$455,000 in-kind grant match consisting of \$145,000 of City services and \$310,000 of partner agency services for a total project cost of \$910,000.

- Section 3. The City Manager, or his designee, is authorized to enter into an agreement with the Sacramento Employment and Training Agency (SETA) for services in the amount of \$250,000 and SETA will provide in-kind services valued at \$210,000, and a Memorandum of Understanding with Sacramento Area Congregations Together (ACT) for in-kind services valued at \$100,000 for the Sacramento Ceasefire project.
- Section 4. The City Manager, or his designee, is authorized to prepare a Request for Proposal and award a contract for a consultant for grant management and project coordination in an amount not to exceed \$100,000.



Board of State and Community Corrections  
600 Bercut Drive, Sacramento, CA 95811

916.445.5073 PHONE  
916.327.3317 FAX

[bscc.ca.gov](http://bscc.ca.gov)

GOVERNOR Edmund G. Brown Jr.  
EXECUTIVE DIRECTOR Patricia Mazzilli



November 14, 2012

Khaalid Muttaqi  
City of Sacramento  
Department of Parks and Recreation  
Division of Neighborhood Services  
915 I Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

Dear Mr. Muttaqi:

RE: 2013-2014 California Gang Reduction, Intervention and Prevention (CalGRIP) Program

Congratulations! On November 8, 2012, the Board of State and Community Corrections (BSCC) approved the funding recommendations for the California Gang Reduction, Intervention and Prevention (CalGRIP) Program. This action by the Board includes CalGRIP funding of \$455,000 for the City of Sacramento. The grant period is from January 1, 2013 through December 31, 2014.

The purpose of this notice is to provide you with notification of the award, and to highlight a few next steps:

- We are currently drafting the requisite grant documents to formalize the grant. These documents will be sent to the City Manager's office within the next couple of weeks and will require the **signature of the city manager, or his/her designee**.
- Although the grant period does not take effect until January, we highly encourage you to begin the process of obtaining a city council resolution which acknowledges receipt of these grant funds. A copy of the resolution must be received by this office by January 1, 2013. Please ensure the resolution includes acceptance of the following:
  - Intent of grant: Cities funded must use local collaborative efforts to reduce gang activity through the use of evidence-based prevention, intervention and suppression activities
  - Grant funds awarded
  - Period of commencement and conclusion of the grant
  - Dollar for dollar match
  - 20% contracting requirement to Community-Based Organization (CBO)
- In the next week we will be contacting the "Day-to-Day Contact Person" as listed in your proposal, with potential dates for the new grantee orientation meeting. This meeting will likely take place in early January; however the location is yet to be determined.

On behalf of the BSCC, we want to congratulate you once again, and look forward to working with you and your city as we work together to address the gang issues in your communities. Please do not hesitate to contact me if you have any questions.

Sincerely,

  
Oscar Villegas  
Field Representative  
Corrections Planning and Programs Division  
Board of State and Community Corrections  
(916) 445-3146  
[oscar.villegas@bscc.ca.gov](mailto:oscar.villegas@bscc.ca.gov)

cc (letter only): Lori Harder, Financial Officer

A. APPLICANT / CITY DEPARTMENT IMPLEMENTING THE GRANT			
/ CITY OF SACRAMENTO, DEPT OF PARKS AND RECREATION, DIVISION OF NEIGHBORHOOD SERVICES			TELEPHONE NUMBER 916.808.4057
B. CITY POPULATION (check one)			
<input checked="" type="checkbox"/> ABOVE 200,000		<input type="checkbox"/> BELOW 200,000	
STREET ADDRESS	CITY	STATE	ZIP CODE
915 I STREET, 3 <sup>RD</sup> FLOOR	SACRAMENTO	CA	95814
MAILING ADDRESS	CITY	STATE	ZIP CODE
915 I STREET, 3 <sup>RD</sup> FLOOR	SACRAMENTO	CA	95814
C. PROJECT SUMMARY (brief 3 or 4 sentences describing the project)			D. GRANT AMOUNT REQUESTED
<p>The Ceasefire strategy will target the drivers of violence in the most violent areas of Sacramento based on real time data. These "drivers" will participate in call-in sessions and will be given a choice to stop the violence and accept services or deal with the consequences. Those that accept services will be enrolled and offered support services including case management, job training and counseling. Faith leaders will conduct night walks to promote the anti-violence campaign in partnership with law enforcement.</p>			\$455,000
E. NAME OF EVIDENCE-BASED PROGRAM, PRACTICE, or STRATEGY PROPOSED			
CEASEFIRE			
F. APPLICANT PROJECT DIRECTOR			
NAME AND TITLE		TELEPHONE NUMBER	
KHAALID MUTTAQI		916.808.4057	
STREET ADDRESS		FAX NUMBER	
915 I STREET, 3 <sup>RD</sup> FLOOR		916.808.5959	
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
SACRAMENTO	CA	95814	kmuttaqi@cityofsacramento.org
G. APPLICANT PROJECT FINANCIAL OFFICER			
NAME AND TITLE		TELEPHONE NUMBER	
LORI HARDER, SUPPORT SERVICES MANAGER		916.808.5172	
STREET ADDRESS		FAX NUMBER	
915 I STREET, 5 <sup>TH</sup> FLOOR		916.808.7643	
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
SACRAMENTO	CA	95814	lharder@cityofsacramento.org
H. APPLICANT DAY-TO-DAY CONTACT PERSON			
NAME AND TITLE		TELEPHONE NUMBER	
KHAALID	MUTTAQI, PROJECT	MANAGER	916.808.4057
EMAIL ADDRESS kmuttaqi@cityofsacramento.org			
I. APPLICANT'S AGREEMENT			
By signing this application, the applicant assures that the grantee will abide by the laws, policies and procedures governing this funding.			
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN AGREEMENT JAMES L. COMBS, DIRECTOR OF PARKS AND RECREATION			
APPLICANT'S SIGNATURE			DATE

SECTION I: PROJECT NEED

The City of Sacramento is requesting California Gang Reduction, Intervention and Prevention Program (CalGRIP) funds to augment and expand the existing Sacramento Ceasefire strategy. With a population of just under 500,000 inhabitants and growing, the City continues to be ranked in the top 20 as one of the most diverse cities in the United States (US).<sup>1</sup> While in some neighborhoods, multicultural differences are celebrated, in others diversity breeds division and ultimately contributes to gang violence. Since 2009, the City of Sacramento had one of the highest rates of violent crime per capita of the top ten most populated cities in California. **Table One** from the FBI 2011 preliminary crime

City	Population (Pop)	Pop by 1000	Violent Crime (VC)	VC per 1000
Oakland	395,317	395	6,652	18.52
<b>Sacramento</b>	<b>471,972</b>	<b>471</b>	<b>3,354</b>	<b>7.12</b>
San Francisco	814,701	814	5,374	6.60
Long Beach	467,691	467	2,857	6.12
Fresno	500,480	500	2,915	5.83
Bakersfield	351,568	351	1,866	5.32
Los Angeles	3,837,207	3,837	20,045	5.22

data shows that Sacramento ranks second to Oakland as the most violent city in California. These numbers have been increasing by

approximately one percent per year. This migration from the larger metropolitan areas such as Los Angeles and the San Francisco Bay area have created a steady increase of families moving inland and some have brought gang ties with them.<sup>2</sup> In a 2008 article by Jerry Hunter, a member of then Attorney General Jerry Brown’s anti-gang unit was quoted

<sup>1</sup> US2010 Project, Brown University, “Racial and Ethnic Diversity Goes Local: Charting Change in American Communities Over Three Decades”, Lee, Iceland, and Sharp, September 2012

<sup>2</sup> “Gangs Spread Through Central Valley”, Tim Reiterman, Los Angeles Times. Published in the Press Democrat, March 2, 2008

as saying, "What we are seeing is a migration of gangs from larger cities...to more rural areas." Committed crimes range from narcotic sales and distribution, rape, prostitution, extortion, drive-by shootings, felony assaults, home invasion, and murder.

In 2009, the Gang Suppression Unit of the Sacramento Police Department (SPD) identified more than 60 active criminal street gang sets and 4,500 validated street gang members. In 2012, those numbers rose to 95 for active street gangs, but decreased membership to 4,108 for validated members<sup>3</sup>. Although gang membership number is currently down (one can only be validated for a total of five years), the active gang sets have risen. **Table Two** reflects the number of gang related homicides that occurred in the

Year	2006	2007	2008	2009	2010	2011
Gang Related Homicides	10	14	7	6	11	6

city.<sup>4</sup>  
Although juveniles

make up 25 percent of the city's population, young adults and juveniles account for many of the identified suspects and/ or victims in these cases. Earlier in 2012, a 17-year old wearing a red t-shirt was shot while riding his bike. A case of mistaken identity - he was shot for wearing the color of a rival gang. In August 2012, a young man was caught in the cross-fire of two rival gangs having a shoot-out in a parking garage. Data indicates these violent crimes are being committed by young adults from 16 to 24 years. Statistics demonstrate that these "drivers of the violence" who range in age from 16 to 24 years<sup>5</sup>, are a very small percentage within their age group, yet have the highest influence regarding violent criminal activity. The City of Sacramento's unemployment rate for August 2012 was

<sup>3</sup> SPD Gang Validation Records

<sup>4</sup> SPD's Homicide Unit.

<sup>5</sup> Operation Ceasefire, an evidence-based Office of Juvenile Justice Planning (OJJDP) model and statistics from SPD's Crime Analysis Unit, April 2009.

12.6 percent compared to the State of California at 10.6 percent. The unemployment rate for youth ages 16 to 24 is estimated to be at least double that rate, which validates that these young people do not have a connection to the education and employment world. The majority of Sacramento's violent crimes occur in three areas commonly referred to as Del Paso Heights (DPH), Oak Park, and the South Sacramento-Mack Road corridor. Additional statistics show the north (DPH) and the south (Mack Road corridor) are currently more active and have the highest concentration of gangs. To support the above statement, the chart below identifies incidents of assault with a weapon (245a2 PC), drive-by into an occupied dwelling (246 PC) and shooting into an unoccupied house or vehicle (247b PC) for City of Sacramento from January 1 through September 20, 2012.<sup>6</sup> Del Paso (North - police district 2) and the Mack Road corridor (South - police district 5) have significantly higher numbers than the other districts.

**Gang Involvement**  
(January 1 - September 20)

245a2				246				247B			
District	2011	2012	%Change	District	2011	2012	%Change	District	2011	2012	%Change
1	4	7	75%	1	0	0	0%	1	0	1	100%
2	6	24	300%	2	4	11	175%	2	1	3	200%
3	0	3	N/C	3	0	0	0%	3	0	1	N/C
4	4	2	-50%	4	2	2	0%	4	0	0	0%
5	8	23	188%	5	5	19	280%	5	0	0	0%
6	6	7	17%	6	5	12	140%	6	0	1	100%
<b>Total</b>	<b>28</b>	<b>66</b>	<b>136%</b>	<b>Total</b>	<b>16</b>	<b>44</b>	<b>175%</b>	<b>Total</b>	<b>1</b>	<b>6</b>	<b>500%</b>

Crime	2011	2012	%Change
245a2	28	66	136%
246	16	44	175%
247B	1	6	500%

Several programs have been attempted in the past to combat this problem, but seem to fall short. The Ceasefire Strategy works, but more funding is needed to continue the program. Prior to the implementation of Ceasefire in 2010, there were 28 firearm assaults compared

<sup>6</sup> SPD's Crime Analysis Unit, September 2012

to one (1) in the year after implementation. Unfortunately those numbers have risen due to multiple factors, which include the elimination of the SPD gang unit in June 2011.

Although a portion of that unit has been reinstated, their focus is more reactive rather than proactive and in turn not as dedicated to the strategy. Several changes will be made to attempt to bridge this gap including conducting gang social network analysis and expanding the community/street outreach to include more clergy involvement.

## SECTION II: PROJECT DESCRIPTION AND DELIVERABLES

The **primary outcome** (goal) of the Sacramento Ceasefire strategy is to:

- Reduce gun violence between target gangs in the targeted area.

The **secondary outcomes** (goals) are to reduce recidivism, increase faith-based and community engagement, support a pipeline to education and employment services.

Objectives include:

- Identify target population whom are considered to be the “drivers of violence” in targeted areas.
- Invite target population to call-in meeting where they hear from law enforcement and a community member, a “stop the violence” message with an offer of intensive services.
- Deploy a team of street outreach workers to effectively deter the target population from engaging in violence.
- Hold the target population accountable for post call-in violence committed by their gang or group.

Number to be served: 50 young adults ages 16 to 30. Historically 100 young adults would be identified to attend the call-in, however resulting in 50 to be served.

Another goal is to strengthen the “pipeline” of education and employment prospects of the target population while also engaging the community to spread the non-violence message and helping the target population avoid further involvement in the criminal justice system.

Objectives connected to these goals are to:

- Provide intensive case management to connect the target population to social, education and employment opportunities.
- Provide ongoing support through mentoring, positive interaction with the community and street outreach workers.
- Engage the community in the Sacramento Safe Community Partnership (SSCP) Ceasefire strategy through community events, night walks to "take back our neighborhood", and community focus groups to promote the "stop the violence" message.

Sacramento Ceasefire is an evidence-based and data-driven gun violence reduction strategy based on Boston's Ceasefire program developed in the 1990s. The strategy involves a strong law enforcement and community partnership that sends a message to a small, targeted number of youth and young adults who are the “drivers of violence” that the violence must stop. These young people are usually involved in criminally active violent groups or gangs. In addition to the stop the violence message, those identified as driving the violence are provided alternatives to violence such as living wage jobs, training, counseling, mentoring, and community support. Several cities across the U.S. have replicated the Boston model to combat youth violence in their communities and have seen a reduction of street violence between 37 percent and 63 percent respectively.

In mid-2010, with the assistance of the Public Health Institute (PHI), SPD analyzed data to

identify the target areas and the drivers of violence. South Sacramento, extending in both directions from the intersection of Mack Road and Center Parkway, was identified as the first target area with specific focus on two gangs. These two gangs, identified as the drivers of the gun-related violence in South Sacramento were literally waging war against each other. Eighteen months prior to the intervention these two gangs were responsible for 28 gun-related shootings and homicides in South Sacramento. After several months of data collection and community mapping, direct services to the target group began in November 2010 by conducting the first "call-in".

The first year implementation of Sacramento Ceasefire targeted these two distinct gang sets in South Sacramento and resulted in a significant decrease in gun violence between these two gang sets (a briefing of this program is provided and listed as **Attachment One**). It is expected that the continued and expanded Ceasefire implementation will result in decreased gun violence in the targeted areas, more specifically with the target group of ages 16 to 24. Additionally, Ceasefire will bring services resulting in increased employment and training opportunities for the target group. With the new CalGRIP funds, the Sacramento Ceasefire will increase the target group both demographic and geographic. Recent data has identified increasing violence between different gang and gang sets in south Sacramento and they will be targeted for Ceasefire strategy. As a data-driven strategy, if the data indicates expansion, the strategy will be expanded into the DPH neighborhood.

The successful implementation (sequence of steps to implement) is based on the five building blocks, which include:

1. Collecting and analyzing the "who, what, when, and where" of gun-related violence,

determine the areas most impacted by this violence, and identifying the "drivers of violence" based on crime data, intelligence from law enforcement, and other sources.

2. Inviting those identified to call-in meetings where they are told the community wants them to succeed, but that violence is destructive to the community and must stop.
3. Offering employment, educational and training opportunities, along with other social services designed to help those who attend the call-in meeting transform their lives.
4. Engaging community based organizations (CBO), by including street outreach and faith-based outreach teams and anti-violence media campaign to: a) presenting a strong community presence; b) insuring long-term sustainability of this effort; c) spreading the violence prevention message; d) diffusing tensions between individuals and gangs, and e) connecting those identified as driving the violence to appropriate services.
5. Coordinating local, state, and federal law enforcement resources to focus their enforcement efforts only on those groups and individuals who received the "stop the violence" message and were offered services and chose to disregard the message.

Using the building blocks identified above, the City and Ceasefire team will expand the current Ceasefire strategy. SPD, California Partnership for Safe Communities (CPSC – formally with Public Health Institute (PHI), a group that SPD contracted with to guarantee the evidence-based practices were followed) and Sacramento Probation will collect and analyze the crime data and identify the targeted group and neighborhoods. The target group will be called in and offered services by the community, led by Sacramento Employment & Training Agency (SETA) and SSCP clergy. Clergy members and Area Congregations Together (ACT) will continue to engage the neighborhood and faith communities to spread the non-violence message through the continuation of night walks

and community forums. Finally, SPD, Sacramento Probation and the District Attorney will coordinate enforcement efforts.

SETA staff will provide intensive case management and access to employment and education services to those call-in participants that accept services. Services include vocational and life skills assessment, mentoring, counseling (including substance abuse and mental health), job search assistance, vocational training and subsidized employment. SETA will coordinate with local school districts and the County Court & Community Schools to re-engage juveniles into their academic pathway. Academic, vocational and needs tools to be used include: Basic Skills, Choices, Youth Development Asset Survey, Adverse Childhood Experiences (ACE) and other appropriate tools. The goal is to target 100 and enroll and provide services to least 50 young adults which will be served by approximately five to ten partnership staff per 100.

### SECTION III: PROJECT EVALUATIONS

The Sacramento Ceasefire strategy primarily targets young adults ages 16 to 24 considered to be the drivers of violence. Individuals are identified for participation (or to be targeted for the strategy) based on the crime data analysis conducted by SPD gang and patrol officers and CPSC. Upon review by the Sacramento Probation Department, a list is compiled to "invite" the target group to the call-in and ultimately engage in the strategy.

The following quantitative and qualitative evaluation methodologies were identified: At the onset of the strategy, SPD along with PHI conducted a data analysis of the gang activity. However, updated information is required to determine next steps in the strategy and to appropriately evaluate the accomplishments and outcome of the strategy. SPD currently collects and reports crime data and receives technical assistance from CPSC,

formerly with PHI. The Ceasefire strategy will take this to a higher level by conducting quantitative analysis (pretests and posttests) of individuals, criminal history, gang-affiliation, and social network analysis. Success will be measured on:

- Goal #1 Decrease in gun violence among target groups and in target areas.
- Goal #2 Target groups increased participation in employment and social services.

Data will be collected on the participant's vocational, academic and employment status both pre and post intervention.

- Goal #3 Increased community engagement in the "stop the violence" message.

Analysis on the individual and community impact on the strategy and surveys and focus groups will be conducted. Evaluation topics will include: the impact of the "stop the violence" message, the interaction and involvement with the community outreach, the holding of the participants accountable for his or her actions and the interaction with law enforcement. There will not be a "success/failure" determination as all participants will be monitored to ascertain if additional assistance is needed. Additionally, a database of the community outreach interactions with enrolled participants will be evaluated to demonstrate the value and outcome of the activity and to determine if adjustments to the program are necessary.

#### SECTION IV: Project Management and Readiness to Proceed

The project was designed based on the Boston Ceasefire model which was mentioned earlier in Section II. The Management Structure, otherwise known as the SSCP team includes SPD, City of Sacramento, Department of Parks and Recreation (DPR) Neighborhood Services Division (NSD), ACT, SETA, Sacramento County Probation Department, and the Sacramento County District Attorney, the Kaiser Permanente, and

the faith and community members. Other partners include the California Endowment and the CPSC, California Department of Parole, and US Attorney's office. This CalGRIP grant will be managed by City of Sacramento NSD reporting to the Director of DPR and ultimately, the Mayor's office. All decisions, including objectives and goals, are based on a consensus of the group.

Lead staff for the Mayor's Gang Prevention Task Force (MGPTF) will serve as the Project Director for the purpose of this grant. A professional consultant with experience in gang prevention/intervention, grant management and project coordination will be selected to assist in the management of the grant. The consultant will be responsible for program reporting, assist with data analysis, and general program operations (see **Attachment Two** for an organization chart of MGPTF). SPD will assign a part-time data statistician to collect and analyze the crime data. CPSC, through leveraged funding, will provide ongoing technical assistance and evaluation support. SETA will assign one FTE to provide direct employment services and .25 FTE staff to supervise, coordinate, direct and contract services. These and other positions are discussed in more detail in the narrative section of the budget.

Timeline: Upon notification of award, the NSD will begin the contracting process January 1, 2013. In January 2013, the ongoing data analysis and implementation of remaining Ceasefire building blocks will begin and be evaluated throughout the program until its conclusion in December 2014. Since the program logistics are already in place and contact currently activated for the new target area, the preparation time will be minimal (see **Attachment Two** for a more detailed timeline).

## SECTION V: CAPABILITY AND QUALIFICATIONS TO PROVIDE SERVICES

DPR will manage all activities related to the fiscal and program outcomes of the project. Currently, DPR manages over \$20 million in local, state, and federal grants including a CalGRIP grant. The combined experience of the key project staff accounts for over 50 years in grants compliance and project management. The ranking order of authority within DPR begins with DPR's Director, followed by the Division Manager of NSD, followed by the program's project manager. In addition, most members of the current SSCP have been in place since inception in 2008.

The City has a long history of collaborating with community and faith-based organizations. Along with SETA and ACT, the City has tackled issues relating to youth violence and employment since 2006 and frequently engages residents in planning and implementation of many projects including Sacramento Ceasefire and MGPTF. Upon completion from projects, a report is generally provided to the City Council regarding outcomes.

The SPD has been a major player with the Ceasefire Strategy since its inception. The department has secured grants as well as provided a project manager who helped steer the policy team and the SSCP to success. In addition, it continues to assign a Lieutenant to serve on the policy team as well as contributing match dollars for the enforcement component. SETA has contracted and worked with multiple grantors and has been successful in providing services to a variety of age groups.

## SECTION VI: COST EFFECTIVENESS AND BUDGET REVIEW

The budget line items were identified based on the current Ceasefire strategy and services. The majority of funds are targeted for direct participant services with the City and partners leveraging most of the administrative costs. Since success was achieved, the line

items were duplicated for the most part with a few exceptions. For example, by using faith-based groups for Street Outreach component should result in a more effective and community-focused approach with a deeper impact on the participants and the community.

#### SECTION VII: COLLABORATION/REGIONAL APPROACH

As earlier indicated, the Sacramento Ceasefire strategy is coordinated by the SSCP Policy Team. In addition, many of these members also participate on the MGPTF while also strategizing on regional policy and program issues relative to gang and youth violence. Although Ceasefire is focused in the city limits of Sacramento, the gang violence and solutions towards solving it impacts the County of Sacramento as well. Other partner roles include: NSD who will manage this grant and who will provide coordination assistance to Ceasefire; ACT coordinates the faith-based efforts including the night walks and community outreach; SETA, a non-profit organization and a public agency, will coordinate the direct participant services and manages the subcontracted services including street outreach, evaluation, data collection and technical assistance. The City will contract with SETA. Community and faith-based members participate in the call-in, provide mentoring and participate in night walks. SPD will coordinate the Data Statistician position that will identify the greatest need and participate in enforcement along with Probation, county, state and federal law enforcement and the District Attorney's office. MGPTF will act as Coordinating and Advisory Council for this project. MGPTF was established in 2011 and spent the past year developing a comprehensive strategic plan. In June 2012, MGPTF identified Ceasefire as a priority project. Many members of MGPTF are also members of the SSCP (a detailed membership list is provided in **Attachment Three** – the strategic plan).

PROPOSED BUDGET

\$455,000 per year for two years: Grant funds Total = \$455,000, Match funds = \$455,000. Total project amount = \$910,000

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	70,000	0	130,000	200,000
2. Services and Supplies	10,000	0	10,000	20,000
3. Professional Services	100,000	0	0	100,000
4. CBO Contracts (min. 20% of grant funds)	250,000	0	310,000	560,000
5. Indirect Costs	25,000	0	5,000	30,000
6. Fixed Assets/Equipment	0	0	0	0
7. Other	0	0	0	0
TOTAL	455,000	0	455,000	\$910,000

**1. Salaries and Benefits:**

Include Data Statistician, Sacramento Police Department match and Department of Parks and Recreation, Neighborhood Services Division's match.

Data/Stat:

A Reserve Community Service Officer (CSO – full time) or a Reserve Police Officer (part-time) position is crucial as it will provide intelligence from the gang unit to the policy team and will also provide on-going data as to where the hot spots might be. An hourly salary is projected at \$32.46 for a total of 960 hours per year (includes hourly rate @ \$26.80 and benefits @ 21.13%) or \$43.61 per hour for a total of 960 hours (also includes hourly rate @ \$36 and benefits @ 21.13%) for a Reserve Officer. The total allotted amount is \$70,000 (approximately \$30,000 per year).

*In-Kind Match:*

This match will be provided by Sacramento Police Department for up to five gang enforcement officers. At any one time, a team of up to five gang enforcement officers may be used. One full-time officer's time is based on \$61.31 per hour (includes hourly rate @ \$38.39 and benefits @ 59.68%) for a total of \$127,524.80 per year. The match value per year is \$50,000. The total match allotment is \$100,000.

The Department of Parks and Recreation, Neighborhood Services Division will provide a match of \$15,000 per year for up to two staff for project oversight and management. The total match allotment is \$30,000 (approximately \$15,000 per year).

**2. Services and supplies:**

A general supply of items such as pens, paper, ink cartridges, postage, flip charts, and other expendable items are necessary to assist with the program's daily administrative duties. The total allotment is \$10,000 (approximately \$5,000 per year).

*In-Kind Match:*

There would be a dollar for dollar match provided by the Department of Parks and Recreation, Neighborhood Services Division. The total match allotment is \$10,000.

**3. Professional Services:**

A professional consultant will be selected with experience in gang prevention/intervention, grant management and project coordination to assist with data collection, analysis, and reporting. This position will report to the Department of Parks and Recreation, Neighborhood Services Division. The total allotted amount is \$100,000.

*In-Kind Match:*

None

PSA will be created for this professional consultant but after going thru the bidding process as I understood would be the best solution for this decision. Please correct me if I understood incorrectly.

**4. CBO Contracts:**

Sacramento Employment & Training Agency (SETA) will provide employment services and coordination of case management services, support services, and CBO services for counseling and mentoring. This will include the assignment of one full-time case manager and participant services at a cost of \$1,700 per participant. The case manager will provide CBO services including mentoring and life coaching such as for Mental Health and Substance Abuse counseling. Participants' services will include but are not limited to: transportation, Right to Work documents, housing work tools/fees and clothing. SETA's allotment is \$210,000 (46.15% of grant funds - \$455,000 requested).

Non-PSA (will use sole source) \$210,000(grant funds) + \$210,000(in-kind) = \$420,000

Contract/  
Agrmt #1,  
but  
pending  
bid  
process

contract/  
agrmt #2  
with  
SETA

\$40,000 will be added to contract #2's amount to include the subcontracting work to be performed by the faith-based group. Total amount \$460,000.



Subcontract 2B

In addition, SETA and Sacramento ACT will contract with the faith-based group to provide street outreach at \$20,000 from grant funds per year. Street outreach to include services such as night walks within the targeted community. The faith-based group is comprised of up to 10 churches with a minimum of 20 members per shift, two days per week. The total allotment is \$40,000 (an additional 8.79% for a total of 54.95% of the \$455,000 grant funds requested). The total allotment is \$250,000.

*In-Kind Match:*

SETA will provide \$105,000 per year match. Matching services to be provided by SETA will include those same services mentioned above. The total match allotment for SETA is \$210,000. **Part of contract #2 \$210,000 in-kind services - see above**

MOU for this non-reimbursable pymt.

ACT will provide a \$50,000 per year match for the street outreach portion. Matching services to be provided by Sacramento ACT will include those same services mentioned above. The total match allotment for Sacramento ACT is \$100,000. These amounts are based on above listed rates and past practices for cost of street-outreach.

**5. Indirect Costs:**

Project Management costs for Department of Parks and Recreation, Neighborhood Services Division, include reproduction, communication, facility usage, trainings, travel other than the required mandatory gang briefing, and technical assistance. The total allotment is \$25,000, approximately \$12,500 per year.

*In-Kind Match:*

Department of Parks and Recreation, Neighborhood Services Division will provide a total match allotment of \$5,000, approximately \$2,500 per year.

**6. Fixed Assets/Equipment:**

None

**7. Other:**

No cost will incur in this category. No travel expenses will be needed for the mandatory gang briefing meeting which will be held in Sacramento.

**Attachment Two: CalGRIP 2012      Timeline      Sacramento Safe Community Partnership/Ceasefire**

<b>Objectives&amp; Activities</b>	<b>Responsible Party/Agency</b>	<b>Timeframe</b>
<b>Start up activities:</b> Resolution from Sacramento City Council approved and submitted to BSCC.	City of Sacramento Neighborhood Services	First month of grant award and/or by 1/1/2013
Execution of Contracts with subgrantees	City of Sacramento Neighborhood Services	Months one & two grant period
Develop and provide ongoing program reports to Mayor Gang Task Force Advisory Group & funding source	City of Sacramento Neighborhood Services	Months one ongoing through grant period
<b>Program Implementation activities:</b> Assign staff to project	City of Sacramento & partners	Months one & two of grant period
Gather data and conduct data analysis to identify areas/groups to be targeted for strategy. Continue and expand the data analysis to identify the hot spots of crime, identify violent offenders and their social networks,	Sacramento Police Department, CA Partnership for Safe Communities Sacramento County Probation. Ceasefire Policy team & City staff as appropriate	Months one & two of grant period
Conduct Call-ins - Invite target population to call-in meeting where they hear stop the violence message from law enforcement and community members and are offered intensive services.	Ceasefire Policy Team & community partners	Months three ongoing through grant period for a total of six call-ins.
Hold the target population accountable for post-call-in violence committed by their gang or group.	Sacramento Police Department, US & District Attorney, Sacramento Probation and Parole	Months three ongoing through grant period
<b>Service Delivery activities:</b> Offer services to the target population. Academic, social	Sacramento Employment & Training Agency and Ceasefire partners	Months three ongoing through grant period

<p>and employment assessment is conducted with each participant.</p> <p>Provide academic, social and employment services to the target population.</p>		
<p>Provide mentoring and positive interactions with the community.</p>	<p>City of Sacramento Neighborhood Services, SETA &amp; community-based partners</p> <p>ACT and faith-based partners</p>	<p>Months three ongoing through grant period</p>
<p><b>Ongoing Community Engagement</b></p>		
<p>Engage the community to spread the non-violence message; and strengthen community capacity to address gang involvement and violence.</p> <p>Engage the community in the SSCP strategy through community events, night walks to "take back our neighborhood", and community focus groups to promote the "stop the violence" message.</p> <p>Provide ongoing community support in spreading non-violence message through community events, public support and other avenues.</p>	<p>ACT &amp; faith-based community partners</p> <p>City of Sacramento Neighborhood Services</p>	<p>Months one ongoing through grant period. Night walks are conducted on a weekly basis.</p>
<p><b>Evaluation</b> – Evaluate success and outcomes of Ceasefire strategy including:</p> <ol style="list-style-type: none"> <li>1. Identify key factors that contributed to success.</li> <li>2. Identify deficiencies and areas for improvement.</li> <li>3. Evaluate how and if strategies accounted for reduction in violence.</li> <li>4. Collect and analyze the "who, what, when, and where" of gun-related violence, determine the areas of the City most</li> </ol>	<p>Evaluation team</p> <p>Ceasefire Policy Team, CA Partnership for Safe Communities, City of Sacramento Neighborhood Services, Mayor's Gang Task Force Advisory Group</p>	<p>Months one ongoing through grant period.</p>



## Sacramento Safe Community Partnership (Ceasefire): An Initial Progress Report

APRIL 2012

*By Stewart Wakeling, Daniela Gilbert, Tim Dunham, and Brian Heller de Leon*

The Sacramento Safe Community Partnership (SSCP) began its work in the spring of 2010. Concerned about youth violence in Sacramento, a group of energetic and thoughtful leaders from Sacramento Area Congregations Together (a faith-based organizing non-profit commonly referred to as ACT), local congregations and other faith-based community groups, the Sacramento Police Department, and the Sacramento Employment and Training Agency (SETA) began to build a local version of what is often referred to as Boston's Ceasefire. This brief report describes the development of the SSCP, the strategy they employed, and the progress of their work from launch in the late summer of 2010 through approximately the end of 2011.

**The Strategy:** The SSCP decided to root their strategy in Boston's well-known and successful Ceasefire initiative. Central to the intervention are "call-ins," small town hall-style meetings with youth at highest risk of violence hosted by a range of partners that includes community members, young people formerly involved in violence, service providers, criminal justice agencies, a trauma nurse from the local hospital, and clergy leaders. During these meetings, this alliance of community leaders directly and respectfully shares a powerful anti-violence message with these youth.

SSCP developed three high-quality operational components to complement the call-ins, forming a robust local initiative. These components

### Timeline of Key Events Leading to Launch

**Introduction:** The following timeline builds on several months of relationship building among clergy and other community stakeholders by ACT on issues affecting local youth.

- **January 2009:** ACT launches the Sacramento Ceasefire taskforce to build public and political support for implementing Ceasefire.
- **June 2009:** ACT and California Partnership for Safe Communities (CPSC) present Ceasefire model to city manager and police chief, securing initial support.
- **August 2009:** SPD commits internal resources to planning and implementation of the strategy.
- **March 2010:** Taskforce secures funding for implementation, organizes itself as the Sacramento Safe Community Partnership.
- **June 2010:** Core partners hold 500-person "Community Action" at South Sacramento Christian Center, securing broad pastoral involvement, and support of elected officials.
- **July 2010:** Night walks and focused law enforcement efforts directed toward reducing the violence between two of the city's most actively violent groups begin.
- **August 2010:** Using CPSC's in-depth analysis of violence in south Sacramento, SSCP tailors the Ceasefire approach to local needs and resources.
- **October 2010:** SSCP convenes 300-person community event to introduce approach to working partners and residents. Street outreach workers are hired.
- **November 2010:** Call-ins with youth and young adults at highest risk of violence begin.

*Figure 1*

include the remarkable commitment by clergy leaders to “night walks” – described in more detail in *Figure 2* – in the neighborhoods most impacted by violence, well-designed services and supports through SETA, and a strategic enforcement effort. Key to the enforcement effort was the Sacramento Police Department’s Problem-Oriented Policing Unit, an effective and resourceful unit concerned largely, though not exclusively, with reducing street violence in some of Sacramento’s toughest neighborhoods.

**The Challenge:** Initially, SSCP considered going citywide with the initiative but concerns about the effect of a struggling national economy on city revenues coupled with the partners’ strong desire to ensure an ample supply of quality services and supports led them to restrict their focus. They worked closely with the California Partnership for Safe Communities (CPSC) to analyze serious violence in south Sacramento. Based on this analysis, the partners decided to focus on an ongoing conflict between the city’s two most actively violent groups. These two groups were primarily active in the “Mack Road corridor” in south Sacramento.

Sacramento’s homicide rate has decreased markedly since 2006, when it climbed to above 50 for the year. Even so, as recently as 2009, the rate of serious violence in Sacramento remained almost double the state average. The residents of the many apartment complexes along Mack Road in south Sacramento experienced this violence in an immediate and intense way. Two groups of young people in a major, ongoing conflict made this collection of neighborhoods almost certainly the most dangerous in the city. The conflict was also one of the city’s most intractable, for the

better part of two years resisting the attempts of the Sacramento Police Department and its law enforcement and community partners to stop the violence.

#### Night Walks and Leadership from ACT and the Faith Community

Night walks are an opportunity for community leaders and residents to establish a presence in a high-risk area, demonstrate their concern for people at high risk of violence, build positive relationships with high-risk youth, and connect these youth to resources in their community. As one local pastor says, “these are not about conversion, they’re about conversation”.

ACT leaders began night walks in Sacramento in July of 2010, which are consistently held in South Sacramento every Tuesday, Thursday, Friday, and Saturday. Though led by clergy and faith-based leaders, night walks are also a way for lay leaders and residents to participate in a localized process of relationship building and violence intervention.

The impact and value of the night walks in Sacramento stem from their focus on relationship building with the highest risk individuals and groups in the highest risk places, and during the times of day when the risk of violence is highest.

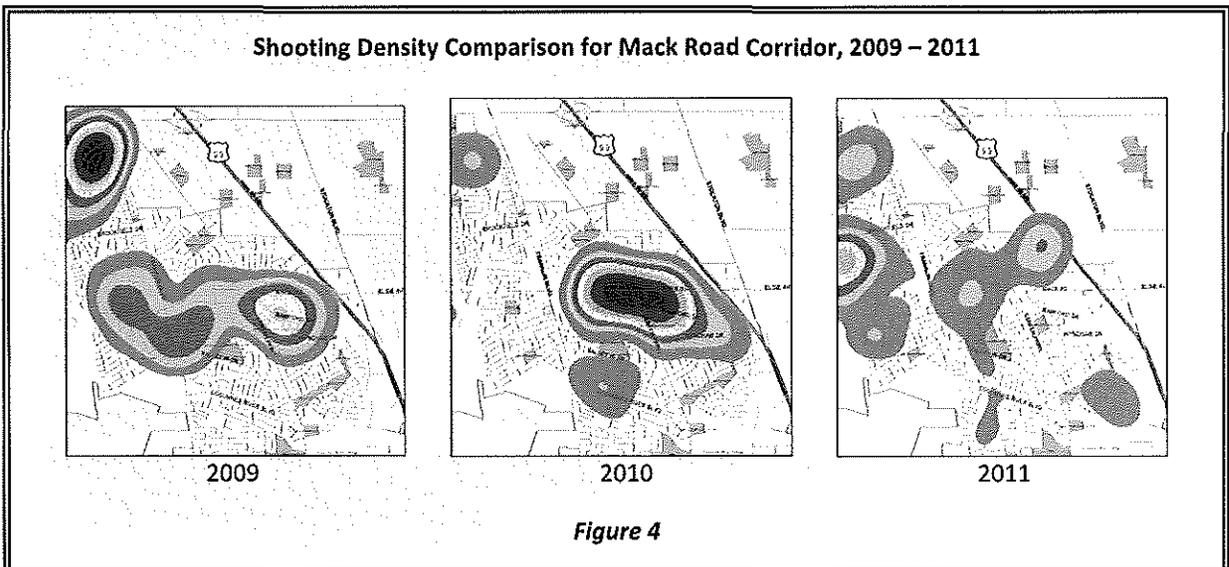
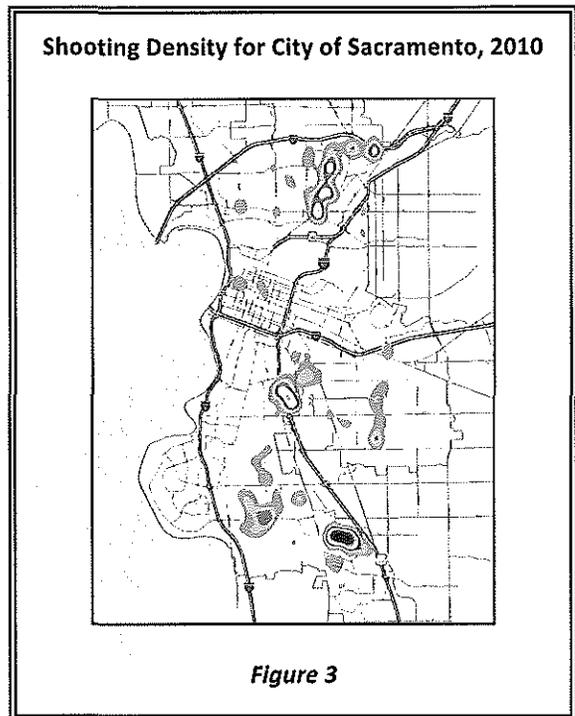
While night walks are led by clergy and faith-based leaders, the night walks are not the only way faith-based leadership plays a significant role in Sacramento’s Ceasefire effort. In addition to playing a leadership role in strategy design, clergy and other faith-based leaders speak at call-ins, organize and host gatherings with highest risk youth to build relationships with them and their families, counsel high-risk youth, and hold community events including health fairs and job fairs for them.

Clergy and faith-based leaders have spent over 9,000 volunteer hours on night walks—or the equivalent of over four full time staff positions—working in a strategic and focused way on addressing the issue of local youth violence.

**Progress to Date:** The implementation of the strategy began in the late summer of 2010 and became fully operational with the convening of the first call-in in early November 2010. Over approximately the first year of the initiative, the SSCP convened a dozen call-ins focused on the groups involved in the city's most actively violent conflict. Over 200 young people have been invited to the call-ins, and of those invited, over 60 percent have attended. In the first five months alone, 75 young men had attended call-ins, helping spread the word widely early in the initiative, and creating a sense of momentum and enthusiasm among the partners. The call-ins were held at locations important and familiar to the community, including the South Sacramento Christian Center and the Pannell Meadowview Community Center.

The frequent and regular clergy-led night walks (see *Figure 2*), the high quality of the service initiative overseen by SETA, and the partners' close coordination with law enforcement agencies signaled the community's determination to ending violence. So, what happened?

- ◆ **Making a safer neighborhood:** *Figures 3 and 4* include density maps of shootings in Sacramento as a whole and the Mack Road corridor in south Sacramento, in particular, for the years 2009 through 2011. *Figure 3*, a density map of the whole city for 2010, makes clear the Mack Road corridor was the "hottest" of the city's hot spots in terms of shootings. *Figure 4* compares the density of shootings each year from 2009 - 2011 in the Mack Road corridor. The point of intervention occurs near the end of 2010 and, as illustrated by the density map for 2011, the neighborhood benefitted from a significant drop in shootings.



- ◆ **The larger context: what the reduction means when compared with the rest of Sacramento:** *Figure 5* compares the percentage decrease in shootings from four perspectives:

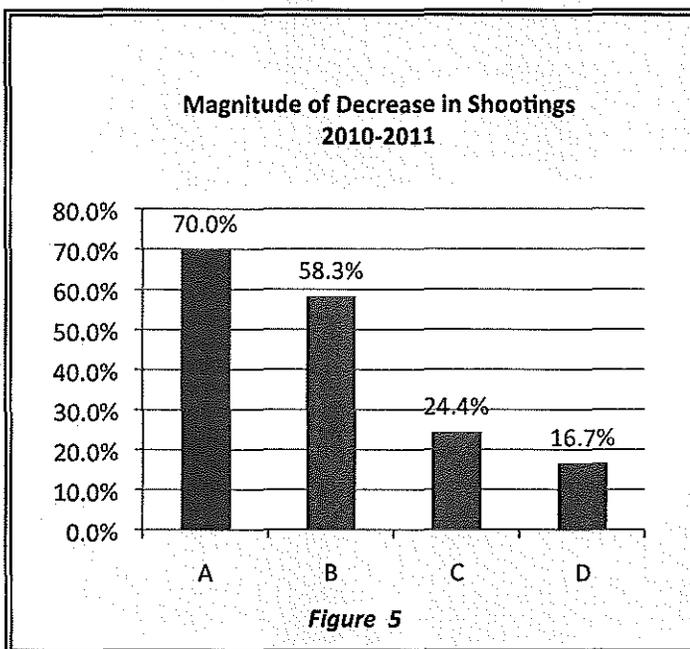
- ◇ A in this figure illustrates the percentage drop in shootings between SSCP's primary focus—the groups in conflict: a 70 percent drop.

- ◇ B in this figure illustrates the percentage drop in shootings in the Mack Road corridor, the neighborhoods where the partners focused the clergy walks and street outreach efforts: a 58.3 percent drop.

- ◇ C in this figure illustrates the drop in shootings in District 5 which includes the Mack Road area but is much larger and stretches across most of south Sacramento: a 24.4 percent drop.

- ◇ D in this figure illustrates the drop in shootings citywide: a 16.7 percent drop.

- ◇ *The decrease in shootings between the focus groups and in the focus area outpaced the overall decrease in south Sacramento and the city as a whole.* Furthermore, the extent of the decrease, its timing and its geographic focus suggests the collective efforts of the SSCP partners coincided with a significant and sustained decrease in violence among the groups in conflict and in the Mack Road corridor. At the time of this report in early 2012, the focus of the partners in south Sacramento is mostly on maintaining the gains made there.



- ◆ **Participant Recidivism:** Only five of the first 75 participants (those that participated in call-ins more than a year ago) in this highest-risk population have been rearrested for violent felonies including a firearm. We are encouraged by this but note that it's very early to draw overall conclusions regarding the effect of the intervention on recidivism. There are several reasons for this, including time lags in updating state and local records on re-arrest and re-incarceration and the lack of good baseline comparisons for the city and county of Sacramento. We will provide more information on recidivism (including its relationship to participation in services) as it becomes available.

**Conclusion:** The in-depth analysis we conducted of violence in south Sacramento at the beginning of this work suggests that group violence accounts for approximately 52 percent of the violence there. Our preliminary analysis of other violent incidents (drug-related violence and domestic violence, for example) suggest that individuals involved in criminally-active groups are responsible for another 25 percent of the area's violence. Therefore, the SSCP's progress thus far represents an effective investment in perhaps the most challenging crime problem in Sacramento.

**Acknowledgements:** This work received generous support from The California Endowment; Kaiser Permanente, Northern California Region, Community Benefits; The California Wellness Foundation; and the Governor's Office of Gang and Youth Violence Policy.



PROJECT #:  
 PROJECT NAME:  
 DEPARTMENT:  
 DIVISION:

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Sacramento, California, as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

(“CONTRACTOR”), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

- |  |                                   |
|--|-----------------------------------|
| Invitation to Bid                                    | Workers’ Compensation Certificate |
| Instructions to Bidders                              | Contractor’s Bid Proposal Form    |
| Certificate(s) of Insurance                          | ESBD Program Statement            |
| Drug-Free Workplace Policy and Affidavit             | Technical Specifications          |
| Declaration of Compliance (Equal Benefits Ordinance) |                                   |
| Declaration of Compliance (Living Wage Ordinance)    |                                   |

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager’s authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

ATTEST:

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

\_\_\_\_\_  
City Attorney

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

\_\_\_\_\_  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- \_\_\_\_\_ Individual/Sole Proprietor
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation (*may require 2 signatures*)
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Other (*please specify: \_\_\_\_\_*)

\_\_\_\_\_  
**Signature of Authorized Person**

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

\_\_\_\_\_  
Additional Signature (*if required*)

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

**DECLARATION OF COMPLIANCE**  
**Living Wage Ordinance**

Name of Contractor: \_\_\_\_\_

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

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

\_\_\_\_\_  
Signature of Authorized Representative

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor: \_\_\_\_\_

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

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized

representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT A**

**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Scope of Services.** *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]*

**3. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

**EXHIBIT A  
ATTACHMENT ONE**

**Scope of Work**

**SETA shall act as the subcontractor for the Department of Parks and Recreation, Neighborhood Services Division. The “target” group will be called in and offered services by the community led by SETA and Safe Sacramento Community Partnership (SSCP). SETA staff will provide intensive case management and access to employment and education services to those call-in participants that accept services. These Services will include both in-kind services (non-reimbursable) valued at \$210,000, and services to be reimbursed by CalGRIP grant funding of \$210,000, plus faith-based street outreach of \$40,000 for a total of \$460,000 of services to be rendered. See breakdown of costs in Attachment One to Exhibit B. These services will be provided independent of one another, non-overlapping. Academic, vocational, and needs tools to be used include: Basic Skills, choices, Youth Development Asset Survey, Adverse Childhood Experiences (ACE) and other appropriate tools. The goal is to target 100 young adults and enroll and provide services to at least 50 young adults, which will be served by five to ten partnership staff per 100. The types of services to be provided by SETA will include: vocational and life skills assessment, mentoring, counseling, job search assistance, vocational training, and subsidized employment. The following is a detailed outline of the services to be rendered:**

- A. Coordinate case management, employment/social services, and street outreach services. This includes, but is not limited to the following:
  - The supervision of all personnel involved in the services and delivery portion of the program
  - Procurement of the mental health and substance abuse counseling
  - Procurement of mentoring and life coaching services
  - Contracting with faith-based groups for street outreach (see additional services provided)
  - Collect and maintain accurate data including number of participants assigned to the program; number accepting services; types of services needed by individual; employment data (location/wage, etc.); success stories. Use identifying information other than names for juvenile participants.
  - Consistently and actively participate in SSCP core and implementation team planning meetings
  - Educate and engage the faith-based community and neighborhood stakeholders in the anti-violence campaign
- B. Provide an assessment of the participant which will include any behavioral problems (both social and mental). Accurate data must be kept and reported regarding participants that accepted and refused counseling services.
- C. Provide direct participant services: transportation, Right to Work documents, work tools, educational services, and miscellaneous fees and clothing related to employment.
- D. Provide jobs and work experience wages to participants at the agreed rate (Exhibit B, Attachments 1 and 2).
- E. Provide monthly reports on status of participants covering areas such as services provided and job placement numbers, including success stories, etc.
- F. Provide a detailed quarterly report on overall progress of services and job placement, including success stories.

- G. Provide an annual report which reports on status of participants covering areas such as services provided and job placement numbers, including success stories, tangible outcomes, as well as program improvement questions and pros and cons of program.
- H. Data and records including invoices must be separated to report out services for in kind match and services to be reimbursed by grant.

SETA and Sacramento ACT will contract with the faith-based group to provide street outreach services valued at \$40,000 to be reimbursed from CalGRIP funding. The faith-based group is comprised of up to 10 churches with a minimum of 20 members per shift, two days per week.

Sacramento ACT will provide in-kind (non-reimbursed) matching services, valued at \$100,000 for the street outreach portion. These matching services to be provided by Sacramento ACT will include the coordination of services mentioned above. Sacramento ACT coordinates the faith-based efforts including night walks, community outreach and the anti-violence campaign.

The above mentioned services shall be performed between January 1, 2013 and December 31, 2014. After the first two years of this Agreement, it may be reviewed from year to year in the sole discretion of the City. However, the total term of this Agreement, including the initial term and all extensions, shall not exceed five (5) years from the date this agreement was first made.

**EXHIBIT B**

**NONPROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$\_\_\_\_\_.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Attn:* \_\_\_\_\_

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

**EXHIBIT B  
ATTACHMENT ONE  
FEE SCHEDULE  
(Two Year Period)**

<b>Description (All deliverables &amp; assessments included)</b>	<b>Agreement Rates (Not to exceed)</b>		
	<b>Cal GRIP</b>	<b>MATCH</b>	<b>TOTAL</b>
<i>Case Management/Counseling:</i> Program Administration of employment services and coordination of services: case management, support, counseling and mentoring	\$210,000.00	\$210,000.00	<b>\$420,000</b>
<i>Benefits:</i> Program Administration			
<i>Mentoring and Life Coaching</i>			
<i>Counseling:</i> Mental Health and Substance Abuse			
<i>Support Services:</i> Direct To Participant i.e. transportation, Right to work documents, housing work tools/fees and clothing			
<i>Wages:</i> Participant Work Experience			
Street Outreach Efforts	\$40,000	(Sac ACT) \$100,000	<b>\$140,000</b>
<b>GRAND TOTAL:</b>	<b>\$250,000</b>	<b>\$310,000</b>	<b>\$560,000</b>

**EXHIBIT B**  
**ATTACHMENT TWO**

**DETAILED DESCRIPTION OF SERVICES**

*Case Management/Counseling: Program Coordination*

1 FTE @ \$23.42 per hour (\$48,734)

*Benefits: Program Administration*

46% of salary: Payroll tax 8.5%; Retirement 20.5%; Med/Dental 15%; & Workers Comp. 2%

*Counseling: Mental Health and Substance Abuse*

\$90 per assessment; \$80 per hour for 3 hours = \$330 per individual for approximately 100 participants. (This is an estimate based on current provider contract. Individual costs may vary as services are procured through SETA's vendorized services contract.)

*Support Services: Direct To Participant*

Estimate at \$423 for 100 participants

*Wages: Participant Work Experience*

\$8 per hour for 135 hours (\$1,080 per participant) = \$112,000 for 100 participants + FICA and payroll fees @ 9.65% (approx. \$9,183) for 135 hours for 100 participants: Total: \$117,183 for two years. Other leveraged funds, not reflected in this budget, increase hours to 200 hours per youth.

*Social Services: Mentoring and Life Coaching*

Estimated and reasonable in nature, costs to be included in lump – Mentoring and Life coaching stipends. These services will be procured and individual costs may vary.

*Street Outreach (\$40,000):*

Estimated and reasonable in nature, costs to be included in lump - Coordination of street outreach efforts. May include hotline, training, T-Shirts, flyers, vests, supplies and other resources needed for the anti-violence campaign

**EXHIBIT C**

**NONPROFESSIONAL SERVICES AGREEMENT**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [*check one*]  Not furnish any facilities or equipment for this Agreement; or  
 furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

**EXHIBIT D**  
**NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY’s failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR’s proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff’s attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual “trade secret” designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR’s profession in California. All products of whatsoever nature that CONTRACTOR delivers

to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

**9. Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type

and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

- 11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars

(\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

**12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales

and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

## EXHIBIT E

### LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

#### The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

#### Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

##### Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

##### Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>a</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## **Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>b</sup>

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<sup>a</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>b</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

## **Other Provisions of the LWO**

### Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

## **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of

Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

**Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

## EXHIBIT F

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

## Attachment A



### YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

#### You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1

Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

## Attachment B



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

#### **You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
5730 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

#### **You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



Complete responses must be provided for all of the following items.

**A. THE GOOD/SERVICE REQUESTED IS RESTRICTED TO ONE SUPPLIER FOR THE REASONS STATED BELOW:**

**1. Explain why the acquisition cannot be competitively bid and why is the acquisition restricted to this good/service/supplier?**

SETA began as a partner in the program development, is listed on the funding source documents, and has worked with the City of Sacramento on numerous past projects.

**1.a. Explain if this is an emergency purchase or how the supplier is the only source for the acquisition and reference the city code that applies.**

See addendum to this document.

**1.b. For non-competitively bid contracts over \$5,000.00, explain why this acquisition is required and how this acquisition meets at least one of the following criteria: a) provision of essential services; b) required for public health or safety; c) emergency as defined in city ordinance. d) the acquisition is necessary to avoid financial loss to the city.**

This acquisition meets subsections "A" and "D". SETA was a partner in the development of the program, as well as being listed as a subcontractor for the funding of the grant through BSCC.

**2. Provide the background of events leading to this acquisition.**

See addendum to this document.

**3. Describe the uniqueness of the acquisition (why was the good/service/supplier chosen?)**

SETA is listed as a subcontractor in the funding source as well as being instrumental in the implementation of the program.

**4. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?**

The Parks and Recreation Department will lose funding for \$910,000 in state grant funds (which includes matched dollars) and as a result, will not be able to operate the program.

**5. What market research was conducted to substantiate no competition, including evaluation of other items considered?**

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

See addendum to this document.

**B. PRICE ANALYSIS**

**1. How was the price offered determined to be fair and reasonable?**

(Explain what the basis was for comparison and include cost analyses as applicable.)

To minimize costs, SETA is leveraging staff and other funding sources to provide the services for the program at a fair and reasonable cost. In addition, the City of Sacramento and the Parks and Recreation Department have developed a good working relationship based on past experiences.

**2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier**

The Parks and Recreation Department will lose funding for \$910,000 in state grant funds (which includes matched dollars) and as a result, will not be able to operate the program.

Addendum:

Non-Competitive Bid/Contract Justification – Sacramento Employment &  
Training Agency (SETA)

1. In AP-4102, Section 2.1, (a) 3(III), It states that a sole source can be used with a Cooperative Service Agreement. The Parks and Recreation Department received a grant from the Board of State and Community Corrections (BSCC) of which is considered a Cooperative Service Agreement. SETA was listed as a subcontractor for this grant.
2. Sacramento Area Congregations Together (ACT) was introduced to the evidence-based model, Safe Community Partnership, about three years ago. The initial core group that researched the model was the Sacramento Police Department, whom is a partner in this grant as well. As a result of the success experienced by other cities, the Parks and Recreation Department in coordination with the Police Department, SETA, and Sacramento Act, applied for and was awarded funding through a state grant. One of the components of the program requires services for the participants. Since SETA provides these types of services by collaborating with other vendors to provide the best quality of services to the participants, SETA was instrumental in the program's development and they were listed on the Cooperative Agreement. Consequently, SETA was selected to provide this service.
3. Many businesses procure the same services that SETA provides, but SETA has contributed for the last four years in the refinement of the program efficiency and has proven a track record working in conjunction with the City of Sacramento. SETA also has strict requirements for the vendors they work with to obtain the best possible services for the parties involved.



### NON-COMPETITIVE BID/CONTRACT JUSTIFICATION

For use of all goods and services acquisitions.

This justification document consists of two (2) pages. All information must be provided and all questions must be answered. The "Required Approvals" section must include a date for each signature, as appropriate for the transaction.

Requesting Department Information		
<b>Department:</b> Parks and Recreation	<b>Department Contact:</b> Iysha Jenkins	
<b>Division:</b> Neighborhood Services	<b>E-Mail:</b> ljenkins@cityofsacramento.org	
	<b>Telephone:</b> 916-808-8569	<b>FAX:</b> 916-808-5959
<b>Delivery Location:</b> 915 I Street, 3rd Floor Sacramento, CA 95814		
Required Contact Information for Source of Supply or Service		
<b>Contractor/Supplier</b> Sacramento Employment & Training Agency (SETA) - Christin Welsch		<b>Contractor Address:</b> 925 Del Paso Boulevard Sacramento, CA 95815
<b>Contract Amount:</b> \$ 250,000	<b>Amendment Amount:* (if applicable)</b> \$ N/A <small>(*Current amendment only)</small>	<b>Equipment Purchase Amount:</b> \$ N/A
<b>Funding Source:</b> <input type="checkbox"/> General Fund <input type="checkbox"/> CIP <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Account # _____		
<b>Provide a brief description of the purchase request, including all goods and/or services the contractor will provide:</b>		
To receive grant funding, one of the requirements is to include technical assistance. SETA's technical assistance ensures evidence-based practices are followed as well as ensuring positive outcomes for the program. The contract amount does not include an additional amount to be provided as an in-kind match valuing at \$210,000.		
Contract Type and Term		
<input type="checkbox"/> Supplies/Equipment <input checked="" type="checkbox"/> Service/Consultant <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Service <input type="checkbox"/> Blanket		<input checked="" type="checkbox"/> Sole-Source <input type="checkbox"/> Sole-Brand <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other
		<b>Contract Term:</b> Begin: <u>January 1, 2013</u> End: <u>December 31, 2014</u>
		Explain late contract submittal (services only):
Current Contract Information (If the requested service/supply is currently under contract, please provide the information below)		
<b>City Contract no. #:</b> N/A	<b>Resolution no. #:</b> N/A	
<b>Total value of current contract:</b> \$460,000	<b>Term (time period) of contract:</b> Two years	
Required Approvals		
<b>Certification:</b> I am aware of the Sacramento City Charter Article XIV, City Code Chapter(s) 3.56, 3.60, 3.67, and the City's policy instructions, which set forth the requirements for competitive bidding. As an authorized Department representative, I have gathered information and have made a concentrated effort to review comparable/equal services or equipment, as documented in this justification. I hereby certify the validity of the information and believe, to the best of my knowledge, that the justification conforms to the City's requirements for sole-source/sole-brand purchasing.		
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Division Manager/Date 11/20/12	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Director/Date 11-20-12	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Procurement Manager of Designee/Date 11/21/12

Complete responses must be provided for all of the following items.

**A. THE GOOD/SERVICE REQUESTED IS RESTRICTED TO ONE SUPPLIER FOR THE REASONS STATED BELOW:**

**1. Explain why the acquisition cannot be competitively bid and why is the acquisition restricted to this good/service/supplier?**

SETA began as a partner in the program development, is listed on the funding source documents, and has worked with the City of Sacramento on numerous past projects.

**1.a. Explain if this is an emergency purchase or how the supplier is the only source for the acquisition and reference the city code that applies.**

See addendum to this document.

**1.b. For non-competitively bid contracts over \$5,000.00, explain why this acquisition is required and how this acquisition meets at least one of the following criteria: a) provision of essential services; b) required for public health or safety; c) emergency as defined in city ordinance. d) the acquisition is necessary to avoid financial loss to the city.**

This acquisition meets subsections "A" and "D". SETA was a partner in the development of the program, as well as being listed as a subcontractor for the funding of the grant through BSCC.

**2. Provide the background of events leading to this acquisition.**

See addendum to this document.

**3. Describe the uniqueness of the acquisition (why was the good/service/supplier chosen?)**

SETA is listed as a subcontractor in the funding source as well as being instrumental in the implementation of the program.

**4. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?**

The Parks and Recreation Department will lose funding for \$910,000 in state grant funds (which includes matched dollars) and as a result, will not be able to operate the program.

**5. What market research was conducted to substantiate no competition, including evaluation of other items considered?**

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

See addendum to this document.

**B. PRICE ANALYSIS**

**1. How was the price offered determined to be fair and reasonable?**

(Explain what the basis was for comparison and include cost analyses as applicable.)

To minimize costs, SETA is leveraging staff and other funding sources to provide the services for the program at a fair and reasonable cost. In addition, the City of Sacramento and the Parks and Recreation Department have developed a good working relationship based on past experiences.

**2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier**

The Parks and Recreation Department will lose funding for \$910,000 in state grant funds (which includes matched dollars) and as a result, will not be able to operate the program.

Addendum:

Non-Competitive Bid/Contract Justification – Sacramento Employment &  
Training Agency (SETA)

1. In AP-4102, Section 2.1, (a) 3(iii), it states that a sole source can be used with a Cooperative Service Agreement. The Parks and Recreation Department received a grant from the Board of State and Community Corrections (BSCC) of which is considered a Cooperative Service Agreement. SETA was listed as a subcontractor for this grant.
2. Sacramento Area Congregations Together (ACT) was introduced to the evidence-based model, Safe Community Partnership, about three years ago. The initial core group that researched the model was the Sacramento Police Department, whom is a partner in this grant as well. As a result of the success experienced by other cities, the Parks and Recreation Department in coordination with the Police Department, SETA, and Sacramento Act, applied for and was awarded funding through a state grant. One of the components of the program requires services for the participants. Since SETA provides these types of services by collaborating with other vendors to provide the best quality of services to the participants, SETA was instrumental in the program's development and they were listed on the Cooperative Agreement. Consequently, SETA was selected to provide this service.
3. Many businesses procure the same services that SETA provides, but SETA has contributed for the last four years in the refinement of the program efficiency and has proven a track record working in conjunction with the City of Sacramento. SETA also has strict requirements for the vendors they work with to obtain the best possible services for the parties involved.



**MEMORANDUM OF UNDERSTANDING**  
**Sacramento Ceasefire Project funded under the**  
**California Gang Reduction, Intervention, and Prevention (CalGRIP) Grant Program**  
**January 1, 2013 to December 31, 2014**

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into as of November 28, 2012 ("Effective Date") by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and Sacramento Area Congregations Together (ACT) a non-profit agency, which collectively and individually referred to as "Parties" or "Party" as the context requires. This MOU stands as evidence that the City of Sacramento Department of Parks and Recreation in coordination with Sacramento Police Department, in coordination with Sacramento Employment and Training Agency (SETA), in coordination with Sacramento ACT, in coordination with a faith-based group will work together from the effective date through the end of December 31, 2014 to implement the Sacramento Ceasefire Strategy, which offers a comprehensive program of prevention services for youth to provide increased opportunities for positive alternatives to gangs, foster healthy lifestyles, and strengthen families and communities.

RECITALS

- A. The City of the Sacramento was introduced to the evidence-based model, Safe Community Partnership (SCP), about three years ago. As a result of the success experienced by other cities, the Parks and Recreation Department in coordination with the Police Department, SETA, and Sacramento ACT, applied for and was awarded a California Gang Reduction Intervention Prevention (CalGRIP) grant through the Board of State and Community Corrections (BSCC).
- B. CITY, Departments of Parks and Recreation and SPD, in coordination with Sacramento ACT and other community partners, SETA, and faith-based groups applied for and was awarded the CalGRIP grant for the Sacramento Safe Community Partnership (SSCP) Ceasefire Strategy Project. The awarding of this grant will augment and expand the existing ceasefire strategy. The Sacramento Ceasefire Strategy is designed to reduce gun violence between target gangs, reduce recidivism, increase faith-based and community engagement, and support a pipeline to education and employment services in the targeted area.
- C. Sacramento Ceasefire is an evidence-based and data-driven gun violence reduction strategy project. The Sacramento Ceasefire Strategy project is designed to target youth who are at-risk for gang participation and affiliation within the City and County of Sacramento.
- D. CITY is awarded the CalGRIP grant for the Sacramento Ceasefire project and the grant is accepted by action of the City Council on \_\_\_\_\_. The total grant amount is \$455,000 and requires a dollar-for-dollar match. The grant will fund a portion of the Sacramento Ceasefire project January 1, 2013 through December 31, 2014.
- E. CITY has an agreement with SETA to provide intensive case management, access to employment and education services to those call-in participants that accept services, and to sub contract with faith-based groups to conduct and coordinate street outreach services.

- F. Sacramento ACT is willing to implement Sacramento Ceasefire project with providing faith-based street and community outreach services as an in-kind match to the services that are reimbursed by the CalGRIP grant funding. To ensure a successfully operated program coordination of the services identified in Attachment One to Exhibit A is required.

## AGREEMENT

NOW, THEREFORE, in consideration of their mutual commitments as hereinafter set forth, the Parties enter into this Agreement for the purpose of establishing each Party's rights and obligations with regard to the Sacramento Ceasefire Strategy project to be funded by the CalGRIP grant as follows:

1. TERM

The term of this Agreement shall commence as of the Effective Date and continue until December 31, 2014 ("Expiration Date"). This Agreement may be terminated earlier by either Party by providing at least ten (10) days advance written notice to the other Party.

2. COMPENSATION AND IN-KIND SERVICES

Sacramento ACT will provide in-kind (non-reimbursable) grant matching services valued at \$100,000 for the faith-based street and community outreach portion, by administering night walks and community forums in the targeted areas to spread the non-violence message. Sacramento ACT will submit documentation support on a monthly basis to report the in-kind matching services as it complies with BSCC requirements. These matching services will include but are not limited to the performance and/or coordination of services mentioned under "additional services" (Attachment One to Exhibit A), an excerpt from the agreement between SETA and the City of Sacramento. Sacramento ACT will coordinate the faith-based efforts including night walks and community outreach, evaluation, data collection, and technical assistance.

3. TIME PERIOD FOR PERFORMANCE

The services included in Attachment One to Exhibit A shall be performed in the grant period from January 1, 2013 to December 31, 2014. After the first two years of this Agreement, it may be reviewed from year to year in the sole discretion of the City. However, the total term of this Agreement, including the initial term and all extensions, shall not exceed five (5) years from the date this agreement was first made.

**Exhibit A  
Attachment One**

***Additional services shall be as follows:***

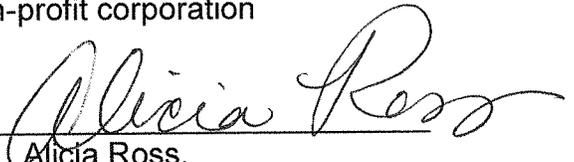
- A. Faith-based street and community outreach responsibilities include:
- Building relationships with residents, their families, and friends, including to promote positive life choices that build healthy communities;
  - Proactively preventing the escalation of tension that is likely to lead to violence;
  - Mentoring and life coaching;
  - Working with targeted populations of youth and young adults who are at the highest risk for involvement in street violence;
  - Educating and engaging the faith-based community and neighborhood stakeholders in the anti-violence campaign;
  - Organizing residents to conduct night walks in order to promote peace; and
  - Consistently and actively participating in SSCP core team planning meetings.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above stated.

**CITY OF SACRAMENTO,**  
a municipal corporation

**SACRAMENTO ACT,**  
a non-profit corporation

BY: \_\_\_\_\_  
Jim Combs,  
Director of Parks and Recreation

BY:   
Alicia Ross,  
Executive Director

For: John F. Shirey, City Manager

Approved as to Form:

BY: \_\_\_\_\_  
Senior Deputy City Attorney

Attest:

BY: \_\_\_\_\_  
Assistant City Clerk