

REQUEST FOR PROPOSAL
RFP Number PRNS-CSD-04-09-01
MAYOR'S GANG PREVENTION TASK FORCE
2009 SAFE SUMMER INITIATIVE GRANT PROGRAM

The City of San José Parks, Recreation and Neighborhood Services Department (PRNS) is seeking well-qualified government agencies, faith-based organizations and private non-profit agencies with a current 501(c)(3) status, or any recognizable association of people with a fiscal agent who agrees to abide by the City's grant agreement on behalf of the association to provide safe and fun recreational or educational opportunities to the following target areas and population:

- All areas within the City of San José with a special emphasis in areas considered as "Hot Spot" areas. For more information on Hot Spot Areas, please refer to Page 32.
- All youth of San Jose with an emphasis on At-Risk, High-Risk, Impacted and Intentional youth and adolescents (ages 6-18) residing in San José. For more information on the target populations, please refer to Appendix A beginning on Page 76.

Contact Person: Rebecca Gonzalez
200 East Santa Clara Street, 9th Floor
San José, CA 95113
(408) 793-5560
rebecca.gonzalez@sanjoseca.gov

TIMELINE	
RFP Release Date:	Wednesday, April 8, 2009 at 10:00 a.m.
<p>Applications may be picked up at the reception desk at the address specified to the right</p> <p style="text-align: center;">OR</p> <p>Applications may be downloaded from the City of San José Web Site at:</p>	<p>Parks, Recreation and Neighborhood Services 200 East Santa Clara Street 9th Floor Reception Desk San José, CA 95113</p> <p>http://www.sanjoseca.gov/prns/grants/SSIG2009.asp</p>
Pre-proposal Workshops	<p>Day: Wednesday, April 22, 2009 Time: 10:00 a.m. to 12:00 p.m. Location: Roosevelt Community Center 901 E. Santa Clara Street, San Jose, 95116</p> <p>Day: Thursday, April 23, 2009 Time 2:00 pm to 4:00 pm Location: Roosevelt Community Center 901 E. Santa Clara Street, San Jose, 95116</p>
Inquiries to BidSync (pre-registration is required)	Wednesday, April 8, 2009 through Thursday, April 23, 2009
Responses Posted on BidSync	Friday, April 17, 2009 and Friday, April 24, 2009
Deadline for questions submitted to BidSync	Thursday, April 23, 2009 by 3:00 p.m.
<p>RFP Due Date:</p> <p>Time:</p> <p>Location:</p>	<p>Wednesday, April 29, 2009</p> <p>3:00 p.m.</p> <p>Department of Parks, Recreation and Neighborhood Services (PRNS) 200 East Santa Clara Street, 9th Floor Reception Desk San José, CA 95113</p> <p>Submit:</p> <ul style="list-style-type: none"> • One (1) original Application Packet • Five (5) additional two-sided Application Packet copies • One (1) digital copy on a CD

	<p>Be sure to include the Application Cover Sheet and all requested Attachments.</p> <p>Applications will not be reviewed for completeness by City Staff at the time of submission.</p> <p>NO FAXED, EMAILED, LATE POSTMARKED OR INCOMPLETE APPLICATIONS WILL BE ACCEPTED.</p>
Grant Award Announcements:	<p>Friday, May 15, 2009 by 5:00 p.m.</p> <p>Notifications will be made initially via electronic mail, followed by registered mail.</p>
Deadline to Appeal Funding Decisions:	<p>Monday, May 26, 2009 by 5:00 p.m.</p> <p>The address for submitting protests is:</p> <p>Attention: Albert Balagso, Director Parks, Recreation and Neighborhood Services Attn: San Jose BEST 200 E. Santa Clara Street, 9th Floor San José, CA 95113</p>
Appeal Decision Date:	Monday, June 2, 2009 by 5:00 p.m.
Grant Service Period Begins:	June 15, 2009
Grant Service Period Ends:	September 15, 2009

APPLICATION PACKET * 2009 SAFE SUMMER INITIATIVE GRANT (SSIG) PROGRAM

*** Completed proposals must be received in the San José B.E.S.T. office by 3:00 PM on Wednesday April 29, 2009. Submit one (1) original Application Packet, five (5) additional two-sided copies of the Application Packet and one (1) digital copy on a CD. Proposals received after 3:00 PM will NOT be considered. There will be NO grace period during which late components of the application will be considered. All RFP applications must be signed and dated by the Executive Director or other authorized signatory of the agency or neighborhood association. Faxed, e-mailed, postmarked, or incomplete proposals will NOT be accepted.**

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APPLICATION INSTRUCTIONS

1. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

A. Proposal Format:

All proposals must:

- Be typed using font size of 12-point, Times New Roman
- Be single spaced
- Have one-inch margins on all sides of each page on 8-½ x 11 letter size paper
- Be within stated page limits for each section
- For program narrative section - label with a header in the upper right corner that includes the agency name on the first line and the program name on the second line. Each response should correspond to the question presented.

B. Proposal Submittal Requirements:

Proposals must be submitted in person no later than **Wednesday April 29, 2009 by 3:00 p.m.** at 200 East Santa Clara Street, 9th Floor, San José, CA 95113. Proposals must be addressed to the attention of the contact person listed on the cover sheet of this document, clearly labeled RFP Number PRNS-CSD-04-09-01 Mayor's Gang Prevention Task Force 2009 Safe Summer Initiative Grant Program.

2. DEFINITIONS OF FORMS

Form A – Checklist

Check the appropriate box to indicate that the items are attached. All documents must be properly labeled. Application should be submitted in the order shown on Form A.

Form B – Cover Sheet

The Cover Sheet must be completed accurately and signed by the Executive Director or other authorized representative. A Signature Resolution form indicating authorized signers other than the Executive Director must be submitted at the time of application. City of San José staff will communicate with proposers via email. Please provide a current email address.

Form C – Program Narrative

Complete one (1) Program Narrative Form C with responses to Section I: Location and Time of Services; Section II: Target Population; Section III: Services and Activities; and Section IV: Ability to Provide Services. Follow proposal format for responses.

Form D – Budget Summary

Complete one (1) Budget Summary for all services you are proposing. For more information, please refer to General Information, Section 6 entitled "Budget Definitions" located on Page 32.

Form E – Program Source of Funds Statement

Complete the "Program Source of Funds" table and include all funding to be used for your proposed SSIG Program. Under "City of San José Funding" show City funding for your program. Under "All Other Funding," show all other funding you plan to use for the SSIG Program.

Form F – SSIG Assurances

Authorized agency representative must sign this form.

Form G – Certification

Authorized agency representative must sign this form.

Form H – Conflict of Interest Form

Agency must complete and sign this form.

Form I – Statement of Fiscal Agent Responsibilities (If applicable)

Fiscal Agent must sign the Statement of Fiscal Agent Responsibilities form showing agreement to apply for funding on agency's behalf and to comply with responsibilities of a fiscal agent.

2009 SAFE SUMMER INITIATIVE GRANT APPLICATION

FORM A - CHECKLIST

AGENCY NAME: _____

PROGRAM NAME: _____

YES	NO	REQUIRED COMPONENTS*	
<input type="checkbox"/>	<input type="checkbox"/>	Form A	Checklist
<input type="checkbox"/>	<input type="checkbox"/>	Form B	Cover Sheet
<input type="checkbox"/>	<input type="checkbox"/>	Form C	Program Narrative
<input type="checkbox"/>	<input type="checkbox"/>	Form D	Budget Summary
<input type="checkbox"/>	<input type="checkbox"/>	Form E	Program Source of Funds Statement
<input type="checkbox"/>	<input type="checkbox"/>	Form F	SSIG Assurances
<input type="checkbox"/>	<input type="checkbox"/>	Form G	Certification
<input type="checkbox"/>	<input type="checkbox"/>	Form H	Conflict of Interest Form
<input type="checkbox"/>	<input type="checkbox"/>	Form I	Statement of Fiscal Agent Responsibilities (If applicable)
YES	NO	Agency Documents* <i>(one copy only)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	Proof of Non-Profit Status – IRS Determination Letter (required if you are a new organization applying for the first time for SSIG)	
<input type="checkbox"/>	<input type="checkbox"/>	Letter of Commitment from agency's Board of Directors that demonstrates an approval of the organization's proposal submittal	
The following are to be submitted at time of contract negotiations if funded			
<ul style="list-style-type: none"> • Proof of Insurance • Proof of City of San José business tax license • Organization Signature Resolution indicating authorized signers other than the Executive Director • Overhead Rate Documentation, if applicable 			

Please make sure your application is signed and dated and that it contains all required documentation. Staff will not be reviewing the application for completeness at the time it is received. Incomplete proposals will NOT be further evaluated. There is no appeals process for applications that are rejected in the submission phase.

Note: If you are a Cycle 18 San Jose B.E.S.T. funded agency, you do not need to supply another copy of your "City of San José Business Tax License" or Proof of Non-Profit Status."

FORM B – COVER SHEET

For City Use Only: Date Submitted: _____ Initials: _____ Proposal # _____

Legal Name of Organization: _____
SSIG Program Name: _____
Mailing Address: _____
Executive Director: _____
Phone: _____
Contact Person: _____
Phone: _____
Email Address: _____

SSIG 2009 Request Amount: \$ _____
(Minimum \$1,000; Maximum \$30,000)

Target Population – Youth and adolescents (age 6-18) residing in San Jose that are:

- At-Risk
- High-Risk
- Impacted
- Intentional

Number of Unduplicated Participants: _____

Age Range of Unduplicated Participants: _____

Police Divisions and/or Hot Spot Areas of Unduplicated Participants (you may list more than one division or Hot Spot Area: _____

Service Area:

Give a brief description of the services you are proposing to provide (limit 5 sentences)

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

Authorized Representative: _____
(Signature) (Date)

FORM C – PROGRAM NARRATIVE

Section I: Location and Time of Services (Limit 1 page)

1. Please provide the locations, areas or neighborhoods where you are proposing to provide services. Be specific. For example: local community centers, parks, museums, businesses, colleges and universities. Field trips within the City of San José are highly encouraged.
 2. List the dates, days of the week, and the times of day and/or night for all services and activities that you are proposing.
-

Section II: Target Population (Limit 1 page)

1. Who is your target population? Include age ranges.
 2. How will you outreach to this population? Please provide details on your intake process and enrollment criteria for the SSIG program.
 3. Please indicate if the participants are already enrolled in one of your programs. If so, list the program(s). Do you hold open enrollments?
 4. Please provide the areas, or neighborhoods in San José where a majority of your targeted participants reside or attend school. Identify which of these are known as “Hot Spots”. If the majority of your participants are not in one of the Hot Spots listed on Page 32, then briefly describe why you have outreached to this population.
-

Section III: Services and Activities (Limit 2 pages)

1. Please give a detailed description of the services and specific activities you are proposing to provide. If you intend to hold workshops, please provide a synopsis of the coursework being provided. Include a list of all field trip destinations.
 2. If you are proposing to significantly expand and/or enhance an existing program, provide a clear description of the additional activities and the number of participants for the expansion. Show a clear contrast between the existing and enhanced/expanded program.
 3. What short term goals do you hope to achieve by offering these services to the target population?
 4. Will you be collaborating with other community-based organizations on this SSIG program? If yes, please state the name of the organization(s), the nature of the collaboration, and the activities planned.
-

Section IV: Ability to Provide Services (Limit 1 page)

1. Describe what you have done in preparation to provide the services you have proposed.
2. Describe the staff, facilities, resources and access to the target population you have in order to begin services June 15, 2009.

FORM E – PROGRAM SOURCE OF FUNDS STATEMENT

PROGRAM SOURCE OF FUNDS			
List ALL funding sources for SSIG PROGRAM ONLY			
Funding Source: Program/Agency	Key Code Number*	Use of Funds	Amount (\$)
<i>City of San José Funding</i>			
		Total	
<i>All other Funding</i>			
		Total	
		Combined Total	

*Key Codes:

1. Firm Commitment: Requires an agreement or letter confirming funding.
2. Anticipated Renewal of Existing Grant: Continuation of a grant that was received in the current year and is expected to be continued.
3. Anticipated Revenue: A realistic projection of fees or donations including in-kind donation for space and equipment based on current level.
4. Application Pending: Applications submitted and expected to be received. Include application date.
5. In-kind: Do not assign a monetary value.

FORM F – SSIG 2009 ASSURANCES

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

If funded, proposer makes the following assurances:

- Be in compliance with all local laws, ordinances, codes, regulations and decrees;
- Not party to any lawsuit, unresolved contractual claim or dispute with the City of San José;
- Practice non-discrimination in providing services, hiring personnel, and recruiting volunteers, and shall provide a personnel practices plan if funded;

- Submit in a timely manner such program and financial reports as are required by the City to monitor performance of the program;
- Appoint one director of the program who will be responsible for the administration of the program;
- Appoint a fiscal agent who shall be responsible for all financial and accounting activities of the program;
- Use SSIG funding for delivering services only to San José residents and communities;
- Specify defined areas of service, measurable outputs, and client objectives;
- Administrative charges must be directly related to the supervision and/or implementation of the proposed direct services and may not exceed more than 50% of the total grant award of which no more than 15% may be used for indirect personnel costs;
- Submit a separate Operational Agreement and/or Memorandum of Understanding (MOU) between all collaborative partners during the contract negotiation period; If applicable, the MOU and Operational Agreements must be in place prior to services beginning June 15, 2009;
- Provide a board resolution or a letter on agency letterhead giving signature authority to an agency representative to enter into agreements with the City of San José on behalf of the agency;
- Submit an Insurance Certificate to City's Risk Management office, before and during the contract negotiation period which satisfies all requirements identified in Exhibit G of the Grant Agreement;
- Comply with requirements on Background Check/Fingerprinting for Employees/Volunteers as outlined in Exhibit F of the Grant Agreement.

FORM G – CERTIFICATION

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
E-mail Address:		
Agency Contact:	Name:	
	Title:	
Alternate Agency Contact	Name:	
	Title:	

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:

If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

If the proposal is submitted by a non-profit, it shall be signed in the agency name by an authorized officer or officers.

If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (print name):	
Authorized Representative Signature:	
Authorized Representative Title (print title):	
Complete additional signatures below as required per # 6 above	
Authorized Representative Name (print name):	
Authorized Representative Signature:	
Authorized Representative Title (print title):	
Authorized Representative Name (print name):	
Authorized Representative Signature:	
Authorized Representative Title (print title):	

FORM H – CONFLICT OF INTEREST FORM

NAME

DATE

PROPOSED ASSIGNMENT:

In order for the City to assess whether the personnel proposed to be assigned by the successful proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the proposer intends to assign.

Questions	Yes (Provide Details)	No
<p>1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?</p>		
<p>2. Stock and Investments</p> <p>(a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>(d) Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is “yes” to any of the above questions, please provide the name of the company and the amount of the stock or investment.</p>		
<p>3. Employment and Consulting</p> <p>(a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is “yes” to any of the above questions, please provide name of employer, nature of services provided and the dates employed or retained.</p>		

<p>4. Payments or Gifts</p> <p>(a) Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is “yes,” please provide the amount of payment or value of the gift, the name and position of the payor/donor and the date of receipt.</p>		
<p>5. Real Estate</p> <p>(a) Do you own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is “yes,” please provide the location of the property.</p>		
<p>6. Positions</p> <p>(a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is “yes,” please provide the name of the entity, and the title of the position held.</p>		

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

Print Name

Signature

Date

FORM I – STATEMENT OF FISCAL AGENT RESPONSIBILITIES

_____ shall act as a fiscal agent for
(Agency)
_____ for its
(Proposer)

(Proposer's Program)

The proposer has or will submit a grant application for the City of San José's SSIG program.

If the program is awarded funds, the fiscal agent shall accept the following responsibilities:

1. Enter into an agreement with the City of San José to provide specified services in accordance with any SSIG funding condition(s).
2. Receive payments from the City of San José for program expenses and disburse funds to the proposer.
3. Maintain adequate accounting records for the SSIG funded program.
4. Submit program reports to the City of San José as required.

Fiscal Agent (Organization Name)

Address of Fiscal Agent's Authorized Representative

Phone Number and E-mail address of Fiscal Agent's Authorized Representative

Fiscal Agent (Authorized Representative)
PRINT NAME

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

DATE: _____

GENERAL INFORMATION

1. BACKGROUND

The City of San José Mayor's Gang Prevention Task Force (MGPTF) is guided by the following principles:

- We value our youth
- We will not give up on any youth and are committed to facilitating personal transformation.

The San José City Council has set aside \$500,000 as one-time allocation for the 2009 Safe Summer Initiative Grant (SSIG) Program. The intent of the SSIG program is to provide San José youth ages 6-18, with unique recreational and/or educational opportunities not normally available to them and to keep them safe, active and engaged in pro-social behaviors during the months of June through September. This mini-grant will provide amounts of \$1,000 to \$30,000 to eligible applicants to provide safe and fun recreation opportunities to the youth of San José with a particular focus on areas identified as "Hot Spots."

The 2008 SSIG pilot program was administered by the San José BEST program, the funding arm of the MGPTF. The program was very successful in that approximately 7,000 participants received a variety of services including:

- Educational Programs: literacy development, study skills development, education goal-setting, academic enrichment, leadership retreats, college campus visits, community service projects, back-to-school rallies, and multi-media in photography and audio/video/music production.
- Recreational Programs: field trips to Monterey Bay Aquarium, museums, the Exploratorium, rock climbing, camping, hiking, and fishing trips, Great America, Marine World, tour of San Francisco, miniature golf, family movie and dinner nights, surfing lessons, sporting activities and tournaments, river rafting, ropes challenge course, 2D & 3D art enrichment, cooking, dance and music lessons. City programs that were funded by the 2008 SSIG program included:
 - Summer Camps: 200 summer camp spaces were made available at no cost to youth residing in Hot Spot areas.
 - Baseball Camp: Ten (10) baseball camps were held across the city serving 185 participants.
 - Extended pool hours: pool hours were extended into the evening at pools in Hot Spot areas.
- Enhanced National Night Out events that included games, Hip Hop and open microphone contests, food and refreshments, positive interaction with the SJPD, and community resource materials.

2. REQUIRED QUALIFICATIONS

To apply to consider for funding under the Safe Summer Initiative Grant Program proposers must meet all minimum eligibility requirements stated below at the time of submittal. **Proposers who do not meet all eligibility requirements will NOT be considered for funding and no evaluation of the proposal will be made.**

Applications submitted must be responsive to all proposal instructions and requirements.

<p>Submission Requirements</p>	<ul style="list-style-type: none"> • Completed application packet. Forms A through H (or through I if applicable) must be answered completely. • Timely submission of application packet. The packet must arrive at the PRNS reception desk no later than 3:00p.m.on the submission deadline date. <p>Note: There is no appeals process for applications that are rejected in the submission phase.</p>
<p>Eligible Proposer</p>	<p>Proposers must be one of the following entities:</p> <ul style="list-style-type: none"> • A government agency; • Any legally recognized faith-based organization or private non-profit agency with a current 501(c)(3) status; • Any recognizable association of people with a fiscal agent who agrees to abide by the City’s grant agreement on behalf of the association. The fiscal agent will be the legal representative of the program and may only be used once. Funds approved for the program will be awarded to the fiscal agent and the contract for award of grant funds will be made between the City and the fiscal agent. The fiscal agent must sign Form I in this packet, which shows agreement to apply for funding on behalf of the association and to comply with the responsibilities of a fiscal agent. The fiscal agent must also show proof that it is either one of the entities specified above.
<p>Eligible Clientele/ Target Population</p>	<p>Programs must serve elementary and middle school-aged youth (ages 6-12) and/or high school-aged adolescents (ages 13-18) with a special emphasis on youth residing in the service areas specified below.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Young adults aged 19 years or older are not eligible for this program. 2. Refer to Appendix A of the Sample 2009 Safe Summer Initiative Grant Agreement for target population profiles.
<p>Service Areas</p>	<p>All areas of San José with a special emphasis on the “Hot Spot” areas as designated by the Mayor’s Gang Prevention Task Force. For additional information on the specific “Hot Spots” needing services, please refer to Page 32.</p>

3. PRIOR TO PROPOSAL SUBMITTAL

Proposer needs to register in advance with [BidSync](#), a comprehensive system that public agencies use to organize, automate and manage their entire eProcurement processes. Proposer is able to view the details of the proposal when it is released. Registration with BidSync is free.

To access the proposal, type PRNS-CSD-04-09-01 in the search field and select “bid number” as the category. Follow the instructions for downloading onto your computer.

BidSync offers a comprehensive Vendor Support System that is available to assist proposers with technical and/or instructional assistance by calling 1-800-990-9339 or by e-mailing to support@bidsync.com during their business hours of Monday through Friday, 6 a.m. to 6 p.m.

All questions/inquiries regarding the competitive process must be made through BidSync: <http://www.bidsync.com/> between Wednesday, April 8, 2009 and Thursday, April 23, 2009 no later than 1:00 p.m. The City will provide written responses to all questions posted on BidSync on Friday, April 17, and Friday, April 24, 2009.

4. GRANT PROGRAM SCOPE

- 4.1** SSIG seeks to fund summertime programs that intentionally promote, encourage and foster pro-social behaviors and lifestyles for San José youth with a special emphasis on the target population of at-risk, high-risk, impacted and intentional youth ages 6-18 years of age. SSIG encourages all applicants to plan safe and fun recreational and/or educational programs to keep San José youth engaged and off the streets. A complete description of the SSIG Target Population can be found in the Sample Grant Agreement, Appendix A.
- 4.2** Types of activities that will be considered for funding include, but may not be limited to:
- Extended hours for community centers and swimming pools located in “Hot Spot” areas
 - Field trips (e.g. visiting museums, aquariums, zoos, city/county/state parks, theme parks, college tours, theater, professional ball games, miniature golf, camping, fishing). Allowable expenses associated with field trips include, but may not be limited to:
 - Admission costs to theme parks, city/county/state parks, zoos, aquariums, museums, miniature golf parks, fishing trips, camping and camp site fees, group sporting events, movie or theater tickets. Tickets for sporting events and movies may not be used as an incentive to keep youth in the program and may only be used as part of a group field trip. Tickets for individual use are not eligible.
 - Transportation costs (bus, light rail, rental vans, train fares, hired bus or van/driver, transportation insurance)
 - Physical fitness activities (e.g. surfing, white water rafting, kayaking, biking, camping, paint-ball competitions, dancing, hiking, sports tournaments)
 - Art or music programs (e.g. painting, graphic design, multi-media classes, dance, singing, composing, drama)
 - Literacy programs

- Cultural enrichment programs
- Life skills classes
- Mentoring/tutoring programs
- Before and After Summer School Programs
- Expansion of “National Night Out” and neighborhood block parties
- Refreshments/food for all approved activities (limited to no more than 15% of the total budget)
- Neutral-colored program logo t-shirts to replace gang colors
- Program supplies (i.e. classroom printed materials, art supplies, sheet music, equipment rental, office supplies for SSIG program, small sports equipment such as baseballs or basketballs)
- Contracted Services (i.e. disk jockey, bounce houses/air jumpers, pony rides, water sports instructor, security personnel)
- City/County/SJPD permit costs
- Staff salaries or stipends (for more information please refer to Section 6.1 Personnel Costs)
- Fiscal agent fees are limited to a maximum of 5% of the grant award

4.3 GRANTEE may NOT use funds for the following activities or items such as:

- Purchase of computers, software, radios, televisions, Virtual Games, MP3 Players or any other permanent or digital equipment
- Cash, raffles, or gift card incentives designed to keep youth in the SSIG program
- Parent training programs
- Field trip mementos (i.e. items purchased in a museum gift shop)
- Dog tags, trophies, prizes, individual or group movie tickets that are not part of a scheduled field trip, non-paper awards, or items that will be gifted to residents
- Facility use fees for regular or infrequent association meetings
- IRS or government fees
- Neighborhood association insurance for regular meetings is ineligible; (regular insurance can be obtained through membership in the United Neighborhoods of Santa Clara County)
- Event insurance
- Political campaigns
- Large, permanent-structure playground equipment such as permanent soccer goal posts or permanent basketball hoop structures
- Any item or activity with a religious message or theme
- Contributions to any charitable organization

All applicants are strongly encouraged to call the San José B.E.S.T. office (prior to making an expenditure) and ensure that a particular expense, not listed above, will be considered as allowable or not.

5. SERVICE AREAS – HOT SPOTS

Service Areas are based on police divisions. For Fiscal Year 2008-09, the MGPTF Technical Team identified the following areas as “Hot Spots” for gang activity or violent crimes:

Central Division including areas around:

- Jeannie / Forestdale and the McKinley Neighborhood Center
- Peter Burnett Middle School
- 24th & Julian - San Jose High School
- Alviso - George Mayne Elementary / Alviso Youth Center

Foothill Division including areas around:

- Poco/Sunset - Lee Mathson Middle / Independence High Schools
- Kolmar Apts. (Capital / Story) – James Lick High School / Ocala Middle School/ Mt. Pleasant High School / Pala Middle School
- Ocala/King)–Overfelt High School / Fischer Middle School
- Jackson/ McKee
- Bel Harbor – Dorsa Elementary School

Southern Division including areas around:

- Andrew P. Hill High School / Solari Park (Singleton Area)/ Sylvandale Middle School/Seven Trees Elementary School
- Oak Grove High School
- Roundtable / Edenvale Area/ Carolyn Davis Middle School
- Oakridge Mall / Light Rail on High School
- Hoffman Court / Via Monte Drive/ Pioneer High School

Western Division including areas around:

- Washington Youth Center – Washington Elementary School
- Cadillac/Del Mar High School & Rosemary Elementary School
- Alma Youth Center
- Yerba Buena High School / Fair Middle School
- Biebrach Park / Gardner

6. BUDGET DEFINITIONS

6.1 Personnel Costs

- a. **Salary:** Enter the Direct and Indirect position title and the salary for each staff member to be paid by SSIG. A maximum of 50% of the total grant award may be allocated for personnel costs, including fringe benefits. A maximum of 15% may be used for indirect costs.

For example, agencies may use the entire 50% for direct personnel costs, or they may split the amount between direct and indirect costs.

Wherever possible, the use of part-time staff, interns and/or volunteers is encouraged.

- b. **Fringe:** Enter the Total Fringe Benefits to be paid by SSIG funding. Included in this line item are payroll-related costs such as FICA, health insurance and retirement benefits, Workers' Compensation, and other payments made on behalf of employee.

6.2 Operating Costs

- a. **Admission Fees:** Enter the costs for admission fees, tickets, program fees.
- b. **Communication:** Enter costs for telephone, fax, postage, and other communication costs that are essential to the operation of the program.
- c. **Office Supplies:** Enter costs for office supplies that are essential to the operation of the program.
- d. **Equipment:** Enter costs of non-permanent equipment that are essential for the operation of the program.
- e. **Program Supplies:** Enter costs for such as classroom materials, art supplies, equipment rental, etc.
- f. **Transportation:** Enter cost for bus, light rail or train tickets, and/or hired driver with bus or van used during the program.
- g. **Insurance:** Enter the prorated cost of insurance and other related services for the program. Only SSIG activities will be covered.
- h. **Contract Services:** Include payments made to individuals who provide professional, scientific, or technical services. Any services that the agency does not have the capability to perform itself, in order to operate your program, but who are not your employees. (i.e. consultants, trainers, disk jockeys, teachers, evaluators, therapists, and social workers.)
- i. **Other:** Include any items not covered by the previous categories that are essential to the operation of the program.

7. PERFORMANCE MEASURES

The following performance measures are required for the SSIG delivery of services. GRANTEE is responsible for complying with any monitoring and reporting requests that are made by the CITY.

7.1 Program Narrative – Service Delivery

7.1.1 GRANTEE will report on the impact on the participants, from the services offered during the SSIG Program, through the use of anecdotal stories and participant's quotes.

7.1.2 GRANTEE will report on the percentage of the participants that were satisfied with the services received through this program.

7.1.3 GRANTEE will report on the percentage of the participants in the program that felt safe because they were involved in your program.

7.1.4 GRANTEE will report the number of activities held during their SSIG program, the total number of unduplicated participants served, the times, dates, and locations where the activities took place.

7.1.5 GRANTEE will report on the short term goals they achieved during their SSIG program.

7.2. Financial Report – Funds Spent

7.2.1 GRANTEE will report that the grant funds were spent in accordance with the line items shown in Exhibit C, “Budget Summary and Narrative.”

8. TERM OF AGREEMENT

The term of this agreement will be effective June 15, 2009 through October 1, 2009. All services must be completed by September 15, 2009.

City staff will work with selected service providers to develop grant agreements. The standard terms and conditions are detailed in the attached Sample Grant Agreement.

9. COMPENSATION

Grant amounts range from a minimum of \$1,000 to a maximum of \$30,000 per application. Compensation will be based on funding award and City Council's approval and appropriation of grant monies. Payments will be made in two installments, 70% at execution and 30% upon City's acceptance of the required final report and achievement of targeted goals.

10. SELECTION PROCESS AND EVALUATION CRITERIA

10.1 City staff will prescreen all proposal submissions for minimum eligibility requirements. A review panel, consisting of individuals who have an understanding of the needs of the community and the target population, will evaluate proposals. The City reserves the right to interview prospective agencies prior to making its selection. The City also reserves the right to rely on information from sources other than the information provided by the respondents.

10.2 Final award shall be contingent upon selected proposers accepting Terms and Conditions in substantial conformity to the terms listed in the Sample Grant Agreement.

10.3 City reserves the right to accept a proposal in full or to reject all proposals.

10.4. The following evaluation criteria will be used to rank all responses to the Program Narrative questions (Form C) on Page 16:

Program Narrative Categories	Overall Score for Category
Proposal Responsiveness – on-time submission and all required documents submitted.	Pass/Fail
Section I: Location and Time of Services	Pass/Fail
Section II: Target Population	High/Medium/ Low
Section III: Services and Activities	High/Medium/ Low
Section IV: Ability to Provide Services (Note this category will be given more weight than the other categories)	High/Medium/ Low

11. GROUNDS FOR DISQUALIFICATION

All proposers are expected to have read and understood City Council Policy 0-35 on Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007. A complete copy of the policy can be found at: http://www.sanjoseca.gov/purchasing/pdf/Policy0_35.pdf. Any proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

- 11.1 Contact regarding this application packet with any City official or employee or evaluation team other than the specified SSIG Contact listed on the cover page of this application packet, from the time of issuance of this solicitation until the end of the protest period.
- 11.2 Evidence of collusion, directly or indirectly, among proposers in regard to the amount, terms, or conditions of this proposal.
- 11.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.
- 11.4 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

- 11.5 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

- 11.6 Existence of any lawsuit, unresolved contractual claim or dispute between proposer and the City.
- 11.7 Evidence of proposer's inability to successfully complete the responsibilities and obligations of the proposal.
- 11.8 Proposer's default under any City agreement, resulting in termination of such Agreement.

12. CONFLICT OF INTEREST

In order to avoid a conflict of interest or the perception of a conflict of interest, proposer(s) selected to provide services under this RFP will be subject to the following requirements:

Proposer(s) may not have any interest in any potential proposer for future City procurements that may result from the work performed under the agreement resulting from this RFP.

In order to determine whether such interest may exist, all proposers must complete the Conflict of Interest, Form H, in the application packet.

13. GENERAL INFORMATION

The successful proposer will be mandated to comply with all the requirements outlined in this Request for Proposal (RFP).

All costs associated with responding to this request are to be borne by the proposer.

It is the City's policy that the selected agency shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San José contracts.

Proposer will comply with church/state restriction as outlined below. Proposer agrees that funds received from the City for public services shall be used in accordance with the following conditions:

GRANTEE shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion;

GRANTEE shall not discriminate against any person applying for public services on the basis of religion and shall not limit such services or give preference to persons on the basis of religion;

GRANTEE shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services;

Funds shall not be used to construct, rehabilitate or restore any facility, which is owned by contractor and in which the public services are to be provided. Minor repairs may be made, however, if those repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the expenditure for the public services.

14. PUBLIC NATURE OF PROPOSAL MATERIAL

All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.). All documents that are sent to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Therefore, any proposal which contains language purporting to render all or significant portions of their proposal “Confidential,” “Trade Secret” or “Proprietary,” or fails to provide the exemption information required as described below will be considered a public record in its entirety.

Do not mark your entire proposal as “Confidential.”

The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as “Trade Secret” and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret” or “Proprietary,” the City will provide proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

15. OBJECTIONS AND PROTESTS

15.1 OBJECTIONS

- 15.1.1 Any objections as to the structure, content or distribution of this RFP must be submitted in writing prior to the due date to the contact person listed on the cover sheet of this document. Objections must be as specific as possible, and identify the RFP as “RFP Number PRNS-CSD-04-09-01 2009 Safe Summer Initiative,” as well as provide a description and rationale for the objection. **There is no appeals process for applications that are rejected in the submission phase.**

15.2 PROTESTS

15.2.1. If an unsuccessful proposer wants to dispute the award recommendation, the protest must be submitted in writing to the contact person listed below no later than ten (10) calendar days (Monday, May 26, 2009) after announcement of the successful proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the above Section. Failure to submit a timely written Protest to the contact person listed below will bar consideration of the Protest.

15.3 The address for submitting protests is:

Albert Balagso, Director
Parks, Recreation and Neighborhood Services
c/o San José B.E.S.T.
200 East Santa Clara Street, 9th Floor
San José, CA 95113

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**SAMPLE 2009 SAFE
SUMMER INITIATIVE
GRANT AGREEMENT**

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CITY OF SAN JOSÉ STANDARD TERMS AND CONDITIONS SUMMARY PAGE

Dept. Contract No.: _____ CAO Document No.: _____

Grant Program/
Program Name:

Description:

Funding Source: _____

Grant Award Not to Exceed: _____

Payment Terms: See Exhibit D

Agreement Term: Start Date: June 15, 2009 End Date: October 1, 2009

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Firm Name:		Department of Parks, Recreation and Neighborhood Services
Address for Legal Notice:		200 E. Santa Clara Street Ninth Floor
City/State/Zip Code:		San José, CA 95113-1907
Attention:		Albert Balagso
Telephone No.:		(408) 793-5560
Email Address:		
Taxpayer ID		
City Business License/ Tax No.:		
Type of Entity:		
State of Incorporation or Residency:		

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CONTACT INFORMATION

Grantee Contract Manager:	
Telephone No:	
Email:	

EXHIBIT LIST

YES **N/A**

- [Exhibit A](#): Scope of Services
- [Exhibit B](#): Monitoring, Evaluation, and Reporting Requirements
- [Exhibit C](#): Budget Summary
- [Exhibit D](#): Payment and Reporting Schedule
- [Exhibit E](#): General Service Requirements (Special Grant Conditions)

To the extent applicable, the following grant provisions are required for this agreement. (Check all provisions that apply.)

YES **N/A** **REQUIRED LANGUAGE ATTACHMENT**

- City of San José Funding
- Federal
- State
- County
- Other Public Agency
- Private Funding Agency

- [Exhibit F](#): Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act

- [Exhibit G](#): Insurance Requirements

- [Exemplar A](#): 2009 SSIG Final Report

- [Appendix A](#): Target Population Definitions

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I certify that I have read and hereby consent to all the terms and provisions contained in the attached agreement, including without limitation, all exhibits.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

Grantee Signature:
(Add in Agency/Fiscal Agent
Name Here)

Print Name:

Title:

City of San José, a municipal
corporation
ALBERT BALAGSO
Director, PRNS

Approved as to form:
Senior Deputy City Attorney

_____ Date: _____

_____ Date: _____

_____ Date: _____

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SECTION 1: RECITALS

WHEREAS, CITY desires to obtain services from GRANTEE; and

WHEREAS, GRANTEE has the necessary professional expertise and skill to perform such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain GRANTEE to perform those services specified in [EXHIBIT A](#) of this AGREEMENT.

SECTION 2: PROGRAM COORDINATION

CITY: The Director of the Department identified on the Summary Pages under City of San José (hereinafter "DIRECTOR"), or his or her designee, shall be the CITY official responsible for the program and shall render overall supervision of the progress and performance of this Agreement by CITY. All services agreed to be performed by CITY shall be under the overall direction of the DIRECTOR.

GRANTEE: GRANTEE shall identify a single program director who shall have overall responsibility for the progress and execution of this Agreement. Such person is identified on the Summary Pages as GRANTEE CONTRACT MANAGER. Additionally, GRANTEE shall immediately notify CITY in writing should circumstances or conditions subsequent to the execution of this Agreement require a substitute GRANTEE CONTRACT MANAGER. GRANTEE's Contract Manager and GRANTEE staff will fully cooperate with the DIRECTOR relating to the work or services provided hereunder.

SECTION 3: TERM OF AGREEMENT AND GRANT AWARD

- A. The term of this Agreement shall commence on June 15, 2009 as set forth in the Summary Pages and shall expire on October 1, 2009 as set forth in the Summary Pages. Regardless of the date of execution of this Agreement, this Agreement is effective as of the Commencement Date. All services must be completed by September 15, 2009.

SECTION 4: GRANT SERVICES

GRANTEE shall perform those services as specified in detail on [EXHIBIT A](#) entitled "Scope of Services," and shall comply with the terms and conditions of this Agreement.

SECTION 5: PAYMENTS

- A. CITY agrees to pay GRANTEE an amount not to exceed the amount set forth on the Summary Pages ("Grant Award"), for the services described in [EXHIBIT A](#) entitled "Scope of Services", and which payment is subject to the terms and conditions set forth in [EXHIBITS C](#) and [D](#) entitled "Budget" and "Payment and Reporting Schedule."

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- B. CITY will not pay for unauthorized services rendered by GRANTEE or for claimed services which GRANTEE has not provided as required by this Agreement.
- C. City Manager may, without prior notice to GRANTEE, at any time in his or her absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, terminate work or expenditures by GRANTEE, under this Agreement, or not to make any particular payment under this Agreement or take any other action available in the event of any of the following occurrences:
 - 1. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this Agreement;
 - 2. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Grant Services;
 - 3. If GRANTEE, without having obtained CITY approval, has taken any action pertaining to the Grant Services which requires CITY approval;
 - 4. If GRANTEE makes improper use of the Grant Award;
 - 5. If GRANTEE fails to comply with any of the terms and conditions of this Agreement including without limitation, GRANTEE's failure to carry out the Grant Services or other obligations as described in any Exhibit to this Agreement.
 - 6. If GRANTEE submits to CITY any report which is incorrect or incomplete in any material respect, or is untimely.

SECTION 6: DEFAULT AND TERMINATION OF AGREEMENT

- A. CITY may, through CITY's DIRECTOR, terminate this Agreement without cause by giving Grantee thirty (30) calendar days' written notice.
- B. Each of GRANTEE's obligations under this Agreement shall be deemed material. If GRANTEE fails to perform any of its obligations under this Agreement, or any other agreement with the CITY, CITY may terminate this Agreement upon ten (10) days advance notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice Period, this Agreement shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this Agreement for which CITY may exercise its right of termination:
 - 1. GRANTEE's breach of any of the representations or warranties contained in this Agreement;
 - 2. The occurrence of any of the events set forth in SECTION 6 for suspension or termination of CITY's payment of the Grant Award.
- C. In the event of termination under this SECTION, GRANTEE shall have the following obligations:

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1. No later than thirty (30) days following the date of termination GRANTEE shall refund to CITY any unused portion of the Grant Award, except that GRANTEE shall have no obligation to refund to CITY any portion of the Grant Award that was distributed in accordance with the terms of the Agreement. GRANTEE shall also provide CITY with a written report detailing the expenditures, if any, from the Grant Award, including an accounting of its administrative expenses to the date of termination. GRANTEE shall refund to CITY any portion of the Grant Award designated for GRANTEE's administrative expenses which was not expended as of the date of termination. Nothing in this Agreement shall be deemed to be a waiver of CITY's right to recover from GRANTEE any portion of the Grant Award that has not been spent in accordance with this Agreement. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred in compliance with the terms of this Agreement to date of termination.
 2. Upon termination, GRANTEE shall immediately deliver to CITY any and all copies of materials used or developed for this grant including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by GRANTEE or GRANTEE's subcontractor, if any, under this Agreement.
- D. Nothing in this Agreement shall be construed so as to deprive CITY of its rights and remedies at law or in equity against GRANTEE.
- E. CITY's DIRECTOR is authorized to terminate this Agreement on CITY's behalf.
- F. If the term of this Agreement is more than one year, the funding in any year after the first year may be contingent upon past and pending performance as well as future appropriation by the City Council of the City of San José, in its sole discretion. If the funding required to pay for Grant Services for the next fiscal year has not been appropriated by June 30 of any year, this Agreement will automatically terminate, effective June 30.
- G. CITY may, at its sole option, pursue a course correction process with GRANTEE to address issues with GRANTEE's performance under this Agreement. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to GRANTEE or to terminate this Agreement.

SECTION 7: ACCOUNTING AND FINANCIAL RECORDS

Grantee shall establish and maintain at all times, on a current basis in connection with the provision of Program, an adequate accounting system in accordance with generally accepted accounting principles and standards and acceptable to DIRECTOR covering all revenues, costs, and expenditures with respect to GRANTEE's performance under this Agreement.

SECTION 8: REPORTING REQUIREMENTS

- A. Grantee shall submit reports of all financial transactions related to GRANTEE's performance under this Agreement ("Financial Reports") in accordance with the schedule specified in [EXHIBIT D](#). The format of the Financial Reports shall be decided by CITY.

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- B. In addition to the Financial Reports, Grantee shall also submit to CITY's DIRECTOR or representative reports that document GRANTEE's performance as measured by the performance measures set forth in [EXHIBIT A](#). The dates for submission of Performance Reports shall be the same as those established for Financial Reports.

SECTION 9: RIGHT OF EXAMINATION AND AUDIT AND PRESERVATION OF RECORDS

GRANTEE agrees that the City's Manager, Auditor, Attorney or the DIRECTOR, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of GRANTEE related to GRANTEE's performance of this Agreement, including the right to audit, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this Agreement at any time during the term of this Agreement.

[EXHIBIT B](#), "MONITORING, EVALUATION AND REPORTING REQUIREMENTS" may set forth additional standards regarding the CITY's right to audit, and GRANTEE's obligation to deliver to the CITY reports which may include audited financial reports. GRANTEE further agrees that GRANTEE shall preserve all records related to the performance of this Agreement and that CITY has the right to examine or audit the GRANTEE's records, facilities or activities shall continue for five (5) years after the expiration or termination of this Agreement unless a longer period for CITY's audit or GRANTEE's record retention is specified in [EXHIBIT B](#) as is required by applicable law.

SECTION 10: CITY ACKNOWLEDGMENT

GRANTEE shall acknowledge the support of CITY, where appropriate, in written documents and informational materials regarding the Grant Program.

SECTION 11: INSURANCE

GRANTEE agrees to have the policies set forth in the attached [EXHIBIT G](#), entitled "INSURANCE REQUIREMENTS" not later than the date of execution of this Agreement and to maintain such policies throughout the term of this Agreement. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements may not be amended or waived unless approved in writing by the Risk Manager. GRANTEE agrees to provide CITY with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

SECTION 12: INDEMNIFICATION AND HOLD HARMLESS

- A. GRANTEE agrees to defend, indemnify and hold harmless CITY, its officers, agents and employees (collectively referred to hereinafter as "CITY") from and against any and all claims, demands, causes of action, or liabilities incurred by CITY arising from, in whole or in part, directly or indirectly, GRANTEE's acts or omissions under this Agreement, except as may arise from the gross negligence or willful misconduct of CITY. In any action or claim against CITY in which GRANTEE is defending CITY, CITY shall have the right to approve legal counsel providing CITY's defense and such approval shall not be unreasonably withheld. GRANTEE further agrees to release CITY from any and all claims for any damages, including property damage, injury or death occurring or arising

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out of use of CITY's property, except as may be caused by the CITY's gross negligence or willful misconduct.

- B. The GRANTEE's obligations under this indemnification provision shall survive the expiration or termination of this AGREEMENT.

SECTION 13: NOTICES

Any communication or notice which either party is required to send to the other or which either party desires to send to the other, shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, or by facsimile, to the respective parties addressed as referenced on the Summary Page of this Agreement.

Either party may change its address by sending written notice of the new address to the other party pursuant to this SECTION.

SECTION 14: AMENDMENTS

Unless otherwise authorized by this Agreement, amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be effective only upon the mutual agreement in writing of the authorized representatives of the parties.

SECTION 15: COMPLIANCE WITH LAWS/NONDISCRIMINATION

- A. GRANTEE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and with applicable CITY policies.
- B. GRANTEE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnicity or national origin in connection with or related to the performance of this Agreement.
- C. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of this Agreement prior to the date of commencement, including, but not limited to a City of San José business tax certificate or exemption, if applicable, with the CITY's Finance Department to operate in the CITY. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.

SECTION 16: RELATIONSHIP OF PARTIES

- A. It is understood and agreed by and between the parties that GRANTEE in the performance of this Agreement, shall not act nor is it at any time authorized to act, as the agent or representative of CITY in any matter. GRANTEE further agrees that it will not in any manner hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity.
- B. The parties agree that GRANTEE and GRANTEE's employees shall be at all times independent contractors and not agents or employees of the CITY, and that GRANTEE and GRANTEE's employees shall not be entitled to any salary, fringe benefits, pension,

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Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by the City of San José, or any compensation other than as prescribed herein, and GRANTEE and GRANTEE's employees expressly waive any claim it/they may have to any such rights.

- C. Under no circumstances shall this Agreement be construed as one of partnership, joint venture, or employment between GRANTEE and CITY. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

SECTION 17: WAIVER

- A. In no event shall any payment by CITY or any acceptance of payment by GRANTEE hereunder constitute or be construed to be a waiver by CITY or GRANTEE of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of CITY or GRANTEE, and the making of any such payment or the acceptance of any such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to CITY or GRANTEE with respect to such breach or default.
- B. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

SECTION 18: CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES

GRANTEE represents and warrants that it has the authority to enter into this Agreement. GRANTEE further represents and warrants that its signatory to this Agreement is authorized to execute this Agreement on GRANTEE's behalf.

SECTION 19: INTEGRATED DOCUMENT

This Agreement, including the Summary Pages and any Exhibits, are incorporated herein and embody the entire agreement between CITY and GRANTEE. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

SECTION 20: SEVERABILITY OF PROVISIONS

If any part of this Agreement is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CITY and GRANTEE agree that to the extent that the exclusion of any unenforceable provisions from this Agreement affects the purpose of this Agreement, then the parties shall negotiate an adjustment to this Agreement in order to give full effect to the purpose of this Agreement or either party may terminate this Agreement. In the event of termination, the provisions of SECTION 6 as related to repayment of the Grant Award shall apply.

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SECTION 21: VENUE

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 22: CONFLICT OF INTEREST

GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code SECTION 87000, et seq.), with the conflict of interest provisions of Government Code SECTION 1090 et seq. and with the City's Code of Ethics, set forth in City Council policy 0-15. GRANTEE will promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

SECTION 23: RELIGIOUS/POLITICAL ACTIVITIES

GRANTEE shall not expend any portion of the Grant Award to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this SECTION, shall be deemed a disallowed cost.

GRANTEE shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 24: SUBCONTRACTS

- A. No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this Agreement.
- B. GRANTEE will monitor the subcontractor to ensure compliance with the terms and conditions of this Agreement and provide records of their compliance as requested.
- C. GRANTEE assures that the subcontractor(s) maintain(s) current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and provides copies of such to CITY.
- D. GRANTEE will provide CITY with records of reimbursement to subcontractor(s) for obligations incurred under subcontract.
- E. CITY has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.

SECTION 25: ASSIGNABILITY

The parties agree that the expertise and experience of GRANTEE are material considerations for this Agreement. Unless specifically authorized by this Agreement, GRANTEE may not assign the performance of any obligation or interest under this Agreement without the prior written consent of CITY. Any attempt by GRANTEE to assign this Agreement, in violation of this SECTION, will be voidable at CITY's sole option.

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SECTION 26: EMPLOYEES/VOLUNTEERS

- A. Any and all personnel employed or volunteers retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE.
- B. GRANTEE shall not hire employees or volunteers, paid or unpaid, who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code SECTIONS 5164. GRANTEE shall fully indemnify, defend, and hold harmless CITY for any such hiring. GRANTEE shall notify CITY in writing of any violation of this provision as soon as is reasonably practicable.
- C. GRANTEE shall also not employ any person who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in SECTION 5163 of the California Public Resources Code.
- D. Regardless of whether services have been provided prior to full execution of this Agreement, GRANTEE certifies to the CITY that all services were provided in full compliance with the terms and provisions of this Agreement.
- E. To give effect to California Public Resources Code SECTION 5163 and 5164, GRANTEE shall follow the procedures contained in [EXHIBIT F](#) attached hereto. In the event GRANTEE chooses a different national criminal database for complying with the FBI requirement for background checks, then such alternative database shall be subject to the CITY's prior written approval.

SECTION 27: GRANTEE'S FINANCIALS

City Council requires that each non-profit organization receiving \$200,000 or more in funds from the CITY or Redevelopment Agency (in the aggregate) during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and make available for public view on the internet, annual audited financial statements. The audited financial statements must be made available for view within 6 months from the end of the non-profit's fiscal year (which period may be extended by the City Manager based upon a showing of hardship or other good cause) and must be viewable by the public at no cost. All audits must be performed by a certified public accountant currently licensed to practice in the State of California, must conform to generally accepted auditing standards and otherwise be in a form acceptable to the City Manager.

Non-profits shall be required to comply with this requirement at the time that the non-profit has entered into one or more grant agreements or subsidy agreements with the CITY and/or Redevelopment Agency, which provide for the payment of an aggregate amount that equals or exceeds \$200,000 in grant and/or subsidy funds in any one fiscal year. Non-profits covered by this requirement must exert due diligence in determining when they have reached the aggregate funding threshold of \$200,000. The provisions of the financial posting requirements shall be interpreted broadly to effectuate the purpose of making available to the public information on recipients of substantial CITY and/or Redevelopment Agency funds. These provisions shall apply not only to grant agreements or operating agreements but shall also apply, without limitation, if any amendments to such agreements brings the total annual funding to equal or exceed \$200,000, and also to any other agreements with the CITY and/or Redevelopment

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Agency that are equivalent in purpose to a grant agreement or an operating subsidy agreement, regardless of the title of the agreement.

This posting requirement shall remain in effect until an entire fiscal year passes in which the non-profit does not have contracts with the CITY and/or Redevelopment Agency which provide for grants and/or subsidies from the CITY and/or Redevelopment Agency in an aggregate amount equaling or exceeding \$200,000. Without limitation of any other remedy, GRANTEE's failure to comply with this requirement may be taken into consideration when evaluating GRANTEE's request for future grant funds or subsidies.

SECTION 28. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

- A. CONSULTANT agrees that, in the performance of this Agreement, CONSULTANT shall perform its obligations under the agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the City's website at the following link: <http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>.
- B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:
 - 1. Use of recycled and/or recyclable products in daily operations.(i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
 - 2. Use of Energy Star Compliant equipment.
 - 3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
 - 4. Internal waste reduction and reuse protocol(s).
 - 5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 29: MISCELLANEOUS

- A. The headings of the SECTIONS and subSECTIONS of this Agreement are inserted for convenience only.
- B. Where this Agreement refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.

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EXHIBIT A SCOPE OF SERVICES

GRANTEE: [AGENCY NAME]

GRANTEE will provide the services as described in this EXHIBIT. In the event GRANTEE desires to modify the Scope of Services, GRANTEE shall apply to CITY REPRESENTATIVE in writing, setting forth the requested modifications. CITY's DIRECTOR shall have the authority to approve the following categories of modifications, by letter signed by the DIRECTOR or the DIRECTOR's designee, without the necessity of a formal written amendment to this Agreement.

1. Modifications to the times and dates of Scope of Services which do not affect the total units of services to be provided; or
2. Modifications to the location of Scope of Services so long as the proposed location will serve the same target population; or

A. Period of Service

The Grant Services will commence on June 15, 2009, and continue through September 15, 2009.

B. Location of Grant Services and Description of Programs

Unless otherwise indicated, the Grant Services specified below will be offered at the specified locations. Please list all activities based on San Jose Police Department (SJPD) Divisions and/or Citywide as follows:

SJPD Central Division

Target Area	
Location of Services	
Description of Activity (be specific)	
Days and Hours of Operation	
Target Population	
Short-term Goals	

SJPD Foothill Division

Target Area	
Location of Services	
Description of Activity (be specific)	
Days and Hours of Operation	
Target Population	
Short-term Goals	

SJPD Southern Division

Target Area	
Location of Services	
Description of Activity (be specific)	

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Days and Hours of Operation	
Target Population	
Short-term Goals	

SJPD Western Division

Target Area	
Location of Services	
Description of Activity (be specific)	
Days and Hours of Operation	
Target Population	
Short-term Goals	

Citywide – All SJPD Divisions:

Target Area	
Location of Services	
Description of Activity (be specific)	
Days and Hours of Operation	
Target Population	
Short-term Goals	

The following are examples of program descriptions:

SJPD Foothill Division:

1. Target Area	Story & King
2. Location of Services	2175 Aborn Road, San José, CA 95123. (Add Address & Phone Number if applicable or the neighborhood area listed on the application.)
3. Description of Activity (Be Specific)	<p>“Let’s Have Some Fun” Program</p> <p>GRANTEE will gather at-risk and high-risk youth City-wide for a program of summer recreation. The focus will be life skills and leadership sessions with the weekly field trips as a reward for the hard work of learning positive, pro-social skills. It is the expectation of the GRANTEE that the skills taught during this 9-week program will continue to resonate during the upcoming school year. The youth in this program will become mentors to their peers and teach the skills they have learned.</p> <p>Life Skills Workshops will include, but may not be limited to:</p> <ul style="list-style-type: none"> • Courtesy First – an indepth look at manners and how to behave in society • The Who, What, Where, When of Us – at look at where we have been, where we are

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	<p>going, and who we are going to be when we get there</p> <ul style="list-style-type: none"> • Leadership skills • Positive Communication Skills • Balancing a Checkbook and Living on a Budget– What Kids Need to Know About the Future <p>The location of the field trips will include, but may not be limited to:</p> <ul style="list-style-type: none"> • Monterey Bay Aquarium • The Exploratorium • Great America • Winchester Mystery House • overnight camping trips to Henry Coe State Park and Muir Woods
4. Days and Hours of Operation	Monday-Friday 8:30 a.m. - 2:30 p.m.
5. Target Population	At-risk youth in elementary or middle school
6. Short-term Goals	Our target population has never had the opportunity to experience life as it should be. Our short term goals are to give the participants the tools that will help them not only survive, but prosper as they grow into adulthood. They will be able to balance a checkbook, open a bank account, express themselves without violence, display courtesy and kindness, and learn to set and achieve goals.

Citywide – All Police Divisions:

1. Target Area	Citywide
2. Location of Services	Monty's Monterey Deep Sea Fishing Trips Monterey Bay Harbor, Monterey, CA
3. Description of Activity (Be Specific)	<p>Fishing Trip</p> <p>GRANTEE will host two one-day deep sea fishing trips for high-risk and intentional youth that have been selected from City-wide Hot Spots. These trips (one for Norteños and one trip for Sureños) are designed to educate youth about the importance trust, teamwork, and building relationships with one another, their families and the community at large.</p> <p>The trips will force youth unfamiliar with each other and nervous about being on the ocean for the first time in their lives, to bond, work</p>

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	<p>together to reel in fish, and share stories of their lives. Agency representatives will be speaking with the participants about their own life on the streets and in prison that will enable the youth to open up about their lives and the challenges they face in their neighborhoods. By the end of the trip, the youth will have forged new relationships and learned several positive, pro-social response methods that will help them reintegrate into their communities.</p>
4. Hours of Operation	Two (2) Saturday one-day trips from 4:30 a.m. to 10:00 p.m.
5. Target Population	High-risk and Intentional Youth aged 14-18
6. Short-term Goals	In order to teach our participants what it takes to put food on the table, we will take them deep-sea fishing. They will learn that food doesn't necessarily come pre-cooked and pre-packaged. They will learn teamwork skills as they try to rein in large, heavy fish; they will learn trust as they hold onto one another if another looks as if they will fall into the ocean; they will build new relationships and feel comfortable telling others their life stories.

C. Participants Per Activity

SPECIFIC ACTIVITY (Any activity having duplicated participants will be denoted with an asterisk*.)	NUMBER OF PARTICIPANTS PER TERM OF CONTRACT (June 15 through September 15)
TOTAL UNDUPLICATED PARTICIPANTS PER TERM OF CONTRACT (June 15 through September 15)	

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D. Performance Measures

The following performance measures are required for the SSIG delivery of services. GRANTEE is responsible for complying with any monitoring and reporting requests that are made by the CITY.

Program Narrative – Service Delivery

1. GRANTEE will report on the impact on the participants, from the services offered during the Safe Summer Initiative Grant Program, through the use of anecdotal stories and participant's quotes.
2. GRANTEE will report on the percentage of the participants that were satisfied with the services received through this program.
3. GRANTEE will report on the percentage of the participants that felt safe because they were involved in your program.
4. GRANTEE will report the number of activities held during their SSIG program, the total number of unduplicated participants served, the times, dates, and locations where the activities took place.
5. GRANTEE will report on the short term goals they achieved during their SSIG program.

Financial Report – Funds Spent

GRANTEE will report that the grant funds were spent in accordance with the line items shown in Exhibit C, "Budget Summary and Narrative".

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EXHIBIT B

MONITORING, EVALUATION AND REPORTING REQUIREMENTS

A. Fiscal Responsibilities of Grantee:

GRANTEE shall:

1. Appoint and submit to CITY the name of a fiscal contact who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of GRANTEE funds.
2. Establish and maintain a system of accounts that shall conform to generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to, contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation, evidencing in proper detail the nature and propriety of all charges.
4. Submit a final financial report at the end of the Grant Period as outlined in [EXHIBIT D](#) in such form as CITY shall require.
5. Certify insurability subject to CITY approval as outlined in [EXHIBIT G](#).
6. Submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.

B. Records, Reports and Audits of Grantee:

1. Establishment and Maintenance of Records. GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
 - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement; and
 - b. All other matters covered by this Agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the CITY.
2. Preservation of Records. GRANTEE shall preserve and make available its records:
 - a. for the period of five (5) years from the date of final payment to GRANTEE under this Agreement; or
 - b. for such longer period, if any, as may be required by applicable law; or

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- c. if this Agreement is completely or partially terminated, for a period of five (5) years from the date of any resulting final settlement.
3. Examination of Records and Facilities. At any time during normal business hours, upon advance written notice and as often as may be deemed necessary, GRANTEE agrees that CITY, and/or any of its respective authorized representatives shall have access to and the right to examine any of its plants, offices and/or facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. GRANTEE also agrees that the CITY, or any of its authorized representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement. CITY may examine records or facilities pursuant to this Section throughout the term of this Agreement and
 - a. for a period of five (5) years after final payment under this Agreement; or,
 - b. for such longer period as may be required by applicable law; or
 - c. if this Agreement is completely or partially terminated, for a period of five (5) years from the date of any resulting settlement.
4. Independent Audits.
 - a. GRANTEE shall not adjust any line item expenditures in the Budget by more than 10% without the prior approval of the CITY, or any of its authorized representatives. GRANTEE shall make such requests for the line item adjustments in writing to the CITY or any authorized representative. Failure to do so may, at CITY's option, result in disallowed costs.

C. Monitoring and Evaluation

1. GRANTEE agrees to cooperate with CITY on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting, data collection, and evaluation requirements established by CITY, including but not limited to final submission of reports as outlined in this Agreement.
2. **Performance and Fiscal Report:** GRANTEE shall submit report or other specific fiscal or reporting requirements regarding GRANTEE's performance of the Grant

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Services in accordance with the schedule set forth in [EXHIBIT D](#). The report must be on a form approved by CITY.

3. **Site Visits:** GRANTEE shall cooperate with visits from the CITY for the purpose of verifying the implementation of funded programs, interviewing staff, and/or verifying supporting documentation.
4. **Data Collection:** GRANTEE agrees to perform ongoing data collection and sharing in accordance with CITY process to ensure effective service delivery in compliance with this Agreement.

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EXHIBIT C

BUDGET SUMMARY AND NARRATIVE

A. Personnel Costs (Maximum of 50 % of total grant award)

Description	SSIG 2009 Funding	All Other Funding for this program only	Budget Narrative Explanation (Position Responsibilities)		
Direct Services					
Indirect Services (maximum of 15% of award)					
Total Salaries					
Fringe Benefits					
TOTAL PERSONNEL COSTS					

B. Operating Costs

Description	SSIG 2009 Funding	All Other Funding for this program only	Budget Narrative Explanation (please include a brief description of the line item)		
Total Personnel Costs					
Total Operating Costs					
TOTAL PROGRAM COSTS					

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SOURCE OF FUNDS STATEMENT

PROGRAM SOURCE OF FUNDS			
List ALL funding sources for SSIG PROGRAM ONLY			
Funding Source: Program/Agency	Enter Key Code Number listed below*	Use of Funds	Amount (\$)
<i>City of San José Funding</i>			
Total			
<i>All Other Funding</i>			
Total			
Combined Total			
*Key Codes:			
1. Firm Commitment: Requires an agreement or letter confirming funding.			
2. Anticipated Renewal of Existing Grant: Continuation of a grant that was received in the current year and is expected to be continued.			
3. Anticipated Revenue: A realistic projection of fees or donations including in-kind donation for space and equipment based on current level.			
4. Application Pending: Applications submitted and expected to be received. Include application date.			
5. In-kind: Do not assign a monetary value.			

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EXHIBIT D

PAYMENT AND REPORTING SCHEDULE

Payment of the Grant Award shall be made as stated in the following schedule, subject to GRANTEE's satisfactory performance of this Agreement.

Installment	Period Begin	Period End	Report Due	Payment
1	N/A	N/A	N/A	First installment of 70% (\$XXXXX) of the contract amount will be processed within 20 days after full execution of this Agreement. However, no payment will occur prior to June 15, 2009.
2	6/15/09	9/15/09	10/01/09	CITY will release the retainer of 30% (\$XXXX) of the contract amount upon completion of the following: (1) Approval of the Final Report which shall contain standard information for the period 6/15/09 through 9/15/09; (2) GRANTEE's successful completion of GRANTEE's Scope of Services. Any unspent or disallowed costs will be deducted from the retainer. If the unspent funds exceed the retainer amount, then GRANTEE must return funds to CITY.

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EXHIBIT E

GENERAL SERVICE REQUIREMENTS

1. GRANTEE may be asked to participate in program review meetings and/or agency site visits with CITY REPRESENTATIVE for the purpose of reviewing GRANTEE's implementation of the Scope of Services.
2. GRANTEE and GRANTEE's employees and volunteers shall comply with all of the provisions set forth in Section 26 and [EXHIBIT F](#) of this agreement.
3. In the event that GRANTEE conducts the Grant Services on school campuses, GRANTEE shall have obtained permission from an authorized school district representative prior to commencement of services. No later than thirty (30) days after commencement of services, GRANTEE shall have in place a written, operational agreement with the school district which sets forth the district's permission to GRANTEE to offer the Grant Services on one or more of the school district's campuses. The term of the operational agreement with the school district shall be for the duration of GRANTEE's services on the school district's campuses. GRANTEE shall notify CITY REPRESENTATIVE in the event that a school district terminates, amends or suspends the operational agreement with GRANTEE. GRANTEE's failure to have and to maintain an operational agreement with each school district in which GRANTEE conducts its Grant Services shall, in addition to all other remedies available to CITY, constitute grounds for CITY to withhold payment of the Grant Award.

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EXHIBIT F

EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT

If GRANTEE provides services involving minors, and as a CITY-approved method of complying with the provisions contained in this Agreement, GRANTEE shall conduct a criminal background check through the database of the California Department of Justice and an FBI criminal database or equivalent national database as approved in writing by Grantee's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

GRANTEE shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code SECTION 11164 *et. seq.* Additionally, GRANTEE certifies the following:

1. Any and all personnel employed or retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE. GRANTEE agrees that GRANTEE shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code SECTION 5164. (Copy attached.)

CITY and GRANTEE understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If GRANTEE intends to have employees or volunteers under the age of 18 providing services under this Agreement, GRANTEE must obtain CITY's prior consent, and GRANTEE shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code SECTION 5164.

2. GRANTEE shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors who is paid or unpaid by GRANTEE shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this Agreement, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law, GRANTEE shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the GRANTEE has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this Agreement. Regardless of whether such documentation is requested or delivered by GRANTEE, GRANTEE shall be solely responsible for compliance with the provisions of this SECTION.
3. That no person paid or unpaid by GRANTEE shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in SECTION 5163 of the California Public Resources Code (copy attached), verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this Agreement and every four (4) years thereafter, if the term of this Agreement exceeds four (4) years.

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For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. GRANTEE shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

4. GRANTEE understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. GRANTEE, acknowledges that it is GRANTEE's sole responsibility to comply with all applicable laws, regulations and licensing requirements in GRANTEE's provision of services hereunder.

I, the GRANTEE by signing below verify that I have read and agree to the above:

Signature

Date

(Please print or type name of organization)

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CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

5164. (a) (1) A county or city or city and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2) (A) Violations or attempted violations of SECTION 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in SECTION 290 of the Penal Code, except for the offense specified in subdivision (d) of SECTION 243.4 of the Penal Code.

(B) Any felony or misdemeanor conviction specified in subparagraph(C) within ten (10) years of the date of the employer's request.

(C) Any felony conviction that is over ten (10) years old, if the subject of the request was incarcerated within ten (10) years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with SECTION 207) of Title 8 of Part 1 of the Penal Code, SECTION 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of SECTION 12022 of the Penal Code, in the commission of that offense, SECTION 217.1 of the Penal Code, SECTION 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with SECTION 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of SECTION 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three (3) or more misdemeanor convictions, or a combined total of three (3) or more misdemeanor and felony convictions, for violations listed in this SECTION within the ten (10) year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding ten (10) years.

(b) (1) To give effect to this SECTION, a county or city or city and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special district shall screen, pursuant to SECTION 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

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CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four (4) years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the local health officer to determine the need for follow-up care.

"Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with SECTION 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5163.1. The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in SECTIONS 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by SECTION 5163 and this SECTION.

5163.2. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

5163.3. The city or county shall maintain a file containing an up-to-date certificate for each person covered by SECTION 5163.

5163.4. Nothing in SECTIONS 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations

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EXHIBIT G

INSURANCE REQUIREMENTS

The GRANTEE, at his sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the GRANTEE, its agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. The coverage described in Insurance Services Office Form Commercial General Liability coverage (“occurrence”) Form Number CG 0001, products and completed operations; and
- B. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 “any auto”, or Code 2 “owned autos” and Endorsement CA 0025. Coverage shall also include Code 8 “hired autos” and Code 9 “non-owned autos”; and
- C. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.
- D. Professional Liability Errors and Omissions

Applicable only if Professional services are being provided such as, but not limited to: family or group therapy, interview or counseling sessions, psychiatrists staff, drug and alcoholism rehabilitation; state or federal social service referrals; community service agencies; individual and family therapy; domestic counseling and group therapy; child guidance clinics; and treating developmentally disabled, autistic and psychotic children.

II. Minimum Limits of Insurance

The GRANTEE shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this program/location or the general aggregate limit shall be twice the required occurrence limit; and
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- C. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by the City's Risk Manager. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, employees, agents and contractors; or the GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

IV. Other Insurance Provisions

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

A. Commercial General Liability and Automobile Liability Coverages.

1. Insured. The CITY OF SAN JOSÉ, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, the CONSULTANT; products and completed operations of the GRANTEE; premises owned, leased or used by the GRANTEE; and automobiles owned, leased, hired or borrowed by the GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, employees, agents and contractors.
2. Contribution Not Required. The GRANTEE's insurance coverage shall be primary insurance as respects the CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents or contractors shall be excess of the GRANTEE's insurance and shall not contribute with it.
3. Provisions Regarding the Insured's Duties After Accident or Loss. Any failure to comply with reporting provisions of the policies by the GRANTEE shall not affect coverage provided the CITY, its officers, employees, agents, or contractors.
4. Coverage. Coverage shall state that the GRANTEE'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.

B. All Coverages.

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days prior written notice has been given to the City's Risk Manager.

V. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

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VI. Verification of Coverage

The GRANTEE shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

City of San José – Human Resources
Risk Management Division
200 E Santa Clara Street, 2nd Floor Wing
San José, CA 95113

VII. Subcontractors

The GRANTEE shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontract.

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EXEMPLAR A:

2009 SAFE SUMMER INITIATIVE FINAL GRANT REPORT FORM

If you have any questions about this form, please contact SSIG Program Staff at 793-5560.

Agency Name (Grantee): _____

Name of Person Completing this Form: _____

Phone: _____

E-mail address: _____

Grant Amount: \$ _____ SSIG Funding Cycle: Summer 2009

INSTRUCTIONS

Please complete all sections of this form and return it, with all supporting documentation, to:

San José B.E.S.T.- Safe Summer Initiative Grant Program
City of San José
200 East Santa Clara Street, 9th Floor
San José, CA 95113

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Part I: Final Activity Talley

Please complete this table listing every activity and/or project undertaken during the 2009 Safe Summer Initiative Grant Program. Attach additional pages if necessary. The following is an example of how to complete this table:

Police Division of Activity Location	Neighborhood or Hot Spot Area	Activity Type	Day(s), Date(s) & Time(s) Activities Were Held	Proposed # of Unduplicated Participants	Actual # of Unduplicated Participants (Youths/Adults)	Total Number of Hours Activities Were Held
Foothill	Story & King	Hiking	Mondays 2-4:30p.m.	25	45 (25/40)	120
Southern & Foothill	Story & King; Edenvale	Great America	Tuesday July 6, 2009 from 10:00a.m.-6:00p.m.	20	40	8
Foothill, Southern, Western	Story & King; Edenvale; Washington United Youth Center	Life Skills Workshop	M/W/F from 8:30a.m.-1:30p.m.	50	65 (50/15)	60

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PART II - PROGRAM NARRATIVE

Provide a narrative report detailing the services provided by the Safe Summer Initiative. Please use additional pages as necessary:

1. Referencing the completed table on the previous page, please provide additional details on what occurred during those activities. We are interested in knowing how time was spent with the youth. For example, if you had life skills workshop, please give a short synopsis of the workshop. If you went hiking, what types of group conversations or learning exercises took place?
2. Who was your target audience? Of the participants served, how many were at-risk, high-risk, impacted, and/or intentional youths?
3. Referencing the completed table on the previous page, what unique experiences took place that assisted you in achieving your stated short-term goals?
4. From the participants' perspective, what positive results and/or impacts were made on the youths served as a result of your SSIG program? Please provide participants' quotes if you have them.
5. _____% of the participants reported that they were satisfied with the services received through this program. Please report youth and adult participants separately.
6. _____% of the participants reported that they felt safe because they were involved in this program. Please report youth and adult participants separately.
7. Provide anecdotal stories of your success stories from the 2009 SSIG.

Please feel free to attach copies of newsletters, photographs of projects, events, et cetera!

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PART III - BUDGET SUMMARY

Please provide an accounting of the funds contributed to your grant-funded project(s) and any monetary match.

A. Personnel Costs (Limited to a maximum of 50% of the grant award)

Description <i>(Please list position titles)</i>	GRANT Funding	All Other Funding Sources*	Total Program
Direct			
Indirect (maximum of 15% of the total grant award)			
Total Personnel Costs			

B. Operating Costs

Description <i>(Please list operating cost item)</i>	GRANT Funding	All Other Funding Sources*	Total Program
Total Operating Costs:			
Total Personnel Costs:			
TOTAL PROGRAM COSTS:			

*All Other Funding Sources: Report all other funds used in delivering your SSIG project services.

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PART IV – ACKNOWLEDGMENT

Grant Funds Received (Your original grant amount)	\$
Total Spent	\$
Grant Funds Remaining (subtract total spent from original grant amount)	\$

Signature: _____

(Signature of the person responsible for grant fund administration)

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APPENDIX A

MAYOR'S GANG PREVENTION TASK FORCE TARGET POPULATION PROFILES DEFINITIONS

Target Population Profiles

At-Risk: This category may be distinguished from other at-risk youth in that they are residing in a high-risk community (Hot Spot areas, low socio-economic) and have some of the following gang risk characteristics.

1. Has a high potential to exhibit high-risk gang behaviors
2. Has not had any personal contact with juvenile justice system.
3. Exhibits early signs of school-related academic, attendance and/or behavior problems.
4. Has periodic family crises and/or is a child welfare case.
5. Is low-income and/or lives in overcrowded living conditions.
6. Knows some neighborhood gang members but does not associate with them.
7. Is beginning to experiment with drug/alcohol use.

High-Risk: This category may be distinguished from the "at-risk" population based on the additional characteristics and level of intensity of the following:

1. Admires aspects of gang lifestyle characteristics.
2. Views gang member as "living an adventure."
3. Lives in gang "turf" area where the gang presence is visible.
4. Has experienced or participated in gang intimidation type of behaviors or has witnessed violent gang acts.
5. Feels unsafe being alone in neighborhood.
6. Has family members who have lived or are living a juvenile delinquent, criminal and/or gang lifestyle.
7. Has had several contacts with the juvenile justice system and law enforcement.
8. Does not see the future as providing for him/her; has a perspective of "you have to take what you can get."
9. Casually and occasionally associates with youth exhibiting gang characteristics.
10. Has a high rate of school absences, and experiences school failure and disciplinary problems.
11. Uses free time after school to "hang out" and does not participate in sports, hobbies or work.
12. Is suspicious and hostile toward others who are not in his/her close circle of friends.
13. Does not value other people's property.
14. Believes and follows his/her own code of conduct, not the rules of society.
15. Only follows advice of friends; does not trust anyone other than friends.
16. Uses alcohol and illegal drugs.
17. Has had numerous fights and sees violence as a primary way to settle disagreements and maintain respect.
18. May have been placed in an alternative home or living arrangement for a period
19. Does not have personal goals/desires that take precedence over gang impacted youth groups.

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Impacted: Youth exhibiting high-risk behaviors related to gang lifestyles.

1. Has had several contacts with the juvenile justice system and law enforcement. Has spent time in juvenile hall. Has had a probation officer and/or may have participated in delinquency diversion program.
2. Has had numerous fights, and views violence as primary way to intimidate, settle disagreements and maintain respect.
3. May claim a turf or group identity with gang characteristics, but still values independence from gang membership.
4. Personally knows and hangs out with identified gang members.
5. Considers many gang-related activities socially acceptable.
6. Feels he/she has a lot in common with gang characteristics
7. Views gang involvement as an alternative source for power, money and prestige.
8. Wears gang style clothing and/or gang colors/symbols.
9. Promotes the use of gang cultural expressions and terminology.
10. Identifies with a gang-related affiliation and/or turf, but has not officially joined a gang. Is ready to join a gang.
11. Does not seek employment, and regards "underground economy" as a viable option.
12. Probably has gang-related tattoos.
13. Has drawing of gang insignia or symbols on notebook/book covers, other personal items

Intentional: This category is distinguished from all other categories in that youth must be identified and/or arrested for gang related incidents or acts of gang violence through the justice system (Police, DA, Probation, etc.)

1. May have been identified or certified as a gang member by law enforcement agencies.
2. Associates almost exclusively with gang members to the exclusion of family and former friends.
3. Views intimidation and physical violence as the way to increase personal power, prestige and rank in gang. He/she is active in "gang banging."
4. Regularly uses/abuses alcohol and other drugs.
5. Self identifies as a gang member.
6. Has spent time in juvenile hall, juvenile camp or California Youth Authority.
7. Regularly deals with gang rival and allied gang business.
8. Has gang-related tattoos.
9. Identifies specific individuals or groups as enemies.
10. Is engaged in the gang lifestyle.
11. Rejects anyone or any value system, other than that of the gang.
12. Believes that the gang, its members, and/or his/her family live for or will die for the gang.
13. Has fully submerged his/her personal goals and identity in the collective identity and goals of the gang.
14. Has adopted and/or earned gang status within the gang system.