

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 570-19

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

CULVER CITY**2. The term of this Agreement is:**

START DATE

JULY 1, 2019

THROUGH END DATE

FEBRUARY 28, 2023**3. The maximum amount of this Agreement is:****\$763,014.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

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* This item is hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_youthreinvestmentgrant*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

CULVER CITY

CONTRACTOR BUSINESS ADDRESS

9770 Culver Boulevard

CITY

Culver

STATE

CA

ZIP

90232

PRINTED NAME OF PERSON SIGNING

MEGHAN SAHLI-WELLS

TITLE

Mayor

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

MARY JOLLS

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

**EXHIBIT A
SCOPE OF WORK**

1. GRANT AGREEMENT – YOUTH REINVESTMENT GRANT PROGRAM

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Culver City Youth Diversion Program will divert youth from the juvenile justice system and potential incarceration. The program will be managed by New Earth, a Culver City-based nonprofit organization that has been designated by the LA County Youth Diversion and Development Division as the youth diversion center for West Los Angeles. Each participating youth will receive an individualized care plan after meeting with his/her case manager which will outline participation in a broad set of after-school programs, such as parent education, arts programs, mentoring, and job development, for youth and their families. New Earth utilizes an approach through all of its programs that is trauma-informed, culturally relevant, and delivered with sensitivity to the population being served.
- B. Grantee agrees to administer the project in accordance with Attachment 1: YRG Program Request for Proposals (incorporated by reference) and Attachment 2: YRG Application for Funding, which are attached and hereto made part of this agreement.

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: Meghan Sahli-Wells

Title: Mayor

Address: 9770 Culver Boulevard Culver City, CA 90232

Phone: (310) 253-6000

Designated Financial Officer authorized to receive warrants:

Name: Onyx Jones

Title: Chief Financial Officer

Address: 9770 Culver Boulevard Culver City, CA 90232

Phone: (310) 253-6016

Fax:

Email: onyx.jones@culvercity.org

Project Director authorized to administer the project:

Name: Serena Wright-Black

Title: Assistant City Manager

**EXHIBIT A
SCOPE OF WORK**

Address: 9770 Culver Boulevard Culver City, CA 90232

Phone: (310) 253-5640

Fax:

Email: serena.wright@culvercity.org

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

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in the Youth Reinvestment Grant Program Request for Proposals (RFP).

5. REPORTING REQUIREMENTS

A. Quarterly Progress Reports

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

Progress Reporting Periods

1. July 1, 2019 to September 30, 2019
2. October 1, 2019 to December 31, 2019
3. January 1, 2020 to March 31, 2020
4. April 1, 2020 to June 30, 2020
5. July 1, 2020 to September 30, 2020
6. October 1, 2020 to December 31, 2020
7. January 1, 2021 to March 31, 2021
8. April 1, 2021 to June 30, 2021
9. July 1, 2021 to September 30, 2021
10. October 1, 2021 to December 31, 2021
11. January 1, 2022 to March 31, 2022
12. April 1, 2022 to June 30, 2022
13. July 1, 2022 to September 30, 2022
14. October 1, 2022 to December 31, 2022
15. January 1, 2023 to February 28, 2023

Due no later than:

- November 14, 2019
- February 14, 2020
- May 15, 2020
- August 14, 2020
- November 16, 2020
- February 15, 2021
- May 17, 2021
- August 16, 2021
- November 15, 2021
- February 14, 2022
- May 16, 2022
- August 15, 2022
- November 14, 2022
- February 14, 2023
- April 14, 2023

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

- October 31, 2019
- December 31, 2022

C. Other

Grantees shall submit all other reports and data as required by the BSCC.

**EXHIBIT A
SCOPE OF WORK**

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.

The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

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

7. CONFLICT OF INTEREST

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. STATEMENTS OF EXPENDITURES AND PAYMENTS

- A. Grantees who are not yet registered with the State Controller's Office are required to complete a Government Agency Taxpayer ID Form before any payment can be issued. Within 45 days of the execution date of this agreement or a later date mutually agreed to by the parties, the BSCC shall disburse one-third of the total awarded funds to Grantee. Grantee shall deposit grant funds into a banking account established by Grantee. Grant funds shall not be comingled with any other funds. Any interest earned on the account may only be used for allowable expenses during the grant period. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below. When Grantee has expended 80% of the first one-third of disbursed funds, Grantee may request that the BSCC disburse the next one-third of the award. The BSCC shall remit the second one-third of the award within 45 days of grantees request provided the grantee has satisfied the terms and conditions of this grant agreement, Grantee has submitted the required documentation of expenditures, and the BSCC has approved the expenditures. When Grantee has expended 80% of the second one-third of disbursed funds, Grantee may request that the BSCC disburse the next one-third of the award. The BSCC shall remit the final one-third of the award within 45 days of Grantee's request provided that Grantee has satisfied the terms and conditions of this grant agreement, Grantee has submitted the required documentation of expenditures, and the BSCC has approved the expenditures.

Grant Cycle Quarterly Expenditure Periods

1. July 1, 2019 to September 30, 2019
2. October 1, 2019 to December 31, 2019
3. January 1, 2020 to March 31, 2020
4. April 1, 2020 to June 30, 2020
5. July 1, 2020 to September 30, 2020
6. October 1, 2020 to December 31, 2020
7. January 1, 2021 to March 31, 2021
8. April 1, 2021 to June 30, 2021
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Due No Later Than:

- November 14, 2019
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November 15, 2021
February 14, 2022
May 16, 2022
August 15, 2022
November 14, 2022
February 14, 2023
April 14, 2023

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. If, at any time, the BSCC determines that the advance payment schedule set forth in Paragraph 1(A) is no longer appropriate for the administration of the grant program, the BSCC may require Grantee to receive reimbursement in arrears upon 30-day notice to Grantee.
- C. All grant project expenditures and all obligated match contributions must be incurred by the end of the grant project cycle, February 28, 2023, and included on the final statement of expenditures due April 14, 2023. Project costs/match contributions incurred after February 28, 2023 will not be reimbursed/eligible for contribution.
- D. The Final Local Evaluation Report is due to the BSCC by December 31, 2022. All fiscal supporting documentation for expenditures related to the Final Local Evaluation Report must be submitted to the BSCC by the due date of February 14, 2023.
- E. A statement of expenditures is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.
- F. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the end of the grant agreement.

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Youth Reinvestment Grant Program funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the California Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018). It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. If Youth Reinvestment Grant Program funding is reduced or falls below estimates contained within the Youth Reinvestment Grant Program Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during the term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at <http://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2016.pdf>
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC document actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grant or suspension of future program funding through BSCC grants.
- F. Grantee may not use any other BSCC grant funds or BSCC grant funded personnel or supplies to satisfy the match requirement of this grant program.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. The BSCC will not approve grantee expenditures for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- C. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

Total Budget	Grant Funds	Match Funds	Total
1. Salaries and Benefits	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$20,000	\$0	\$20,000
4. Non-Governmental Organization (NGO) Subcontracts	\$706,680	\$864,000	\$1,570,680
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs	\$36,334	\$0	\$36,334
TOTAL	\$763,014	\$864,000	\$1,627,014

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §§12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

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

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Youth Reinvestment Grant Program RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

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

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end

EXHIBIT D SPECIAL TERMS AND CONDITIONS

of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: YRG Program Request for Proposals, Attachment 2: YRG Application for Funding, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code sections 16645 through 16649 to this Grant Agreement and agrees to the following:

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

11. WAIVER

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

Youth Reinvestment Grant

PROPOSAL PACKAGE COVER SHEET

Submitted by:

Culver City

Date submitted:

March 29, 2019

Youth Reinvestment Grant Program Proposal Checklist

A complete YRG Grant Program proposal package must contain the following (to be submitted in the order listed):

	Required Items:	✓
1	Cover Sheet	✓
2	Youth Reinvestment Grant Program Proposal Checklist <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	✓
3	Applicant Information Form <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	✓
4	Proposal Abstract <ul style="list-style-type: none"> 1 page only 	✓
5	Proposal Narrative <ul style="list-style-type: none"> 10 pages or less 	✓
6	Budget Table & Narrative <ul style="list-style-type: none"> Use Excel document provided 	✓
7	Project Work Plan <ul style="list-style-type: none"> Use template provided 	✓
8	Request for Proposals Attachments <ul style="list-style-type: none"> 10 pages or less Includes Letter(s) of Support and Commitment. May also include endnotes, bibliography, and/or charts and graphs cited within narrative, as applicable or necessary. 	✓
	Required Attachments for <u>All Applicants</u>:	
9	<ul style="list-style-type: none"> <i>Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds (Appendix A) - Signed in blue ink by the authorized signatory (original signature)</i> <i>Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix I) - Signed in blue ink by the authorized signatory (original signature)</i> 	✓
	Optional:	
10	Governing Board Resolution (Appendix G) Note: The Governing Board Resolution is due prior to Grant Award Agreement, <u>not</u> required at time of proposal submission.	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X




Applicant Authorized Signature (see Applicant Information Form, Part K, next page)

Youth Reinvestment Grant Program Applicant Information Form

A. APPLICANT:		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT CULVER CITY		TAX IDENTIFICATION # 95-6000701	
STREET ADDRESS 9770 Culver Blvd	CITY Culver City	STATE CA	ZIP CODE 90232
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. LOCATION OF SERVICES:			
A. City of Culver City B. Western Los Angeles County – as a YDD center, New Earth will receive referrals from the region, including cities of Culver City, Santa Monica, Inglewood, El Segundo, and Western Los Angeles			
B. PROJECT TITLE:		Culver City Youth Diversion Program	
C. PROJECT SUMMARY (100-150 words):		D. GRANT FUNDS REQUESTED:	
		\$763,014	
The Culver City Youth Diversion Program will divert youth from the juvenile justice system and potential incarceration. The program will be managed by New Earth, a Culver City-based nonprofit organization that has been designated by the LA County Youth Diversion and Development Division as the youth diversion center for West Los Angeles. Each participating youth will receive an individualized care plan after meeting with his/her case manager which will outline participation in a broad set of after-school programs, such as parent education, arts programs, mentoring, and job development, for youth and their families. New Earth utilizes an approach through all of its programs that is trauma-informed, culturally relevant, and delivered with sensitivity to the population being served.			
E. TYPE OF DIVERSION PROGRAM TO BE IMPLEMENTED (Check all that apply)			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input checked="" type="checkbox"/> Pre-Arrest Diversion</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Community-Led Diversion</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Restorative Justice Diversion Model</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Probation Diversion</div> <div style="width: 33%;"><input type="checkbox"/> Police Diversion Model</div> <div style="width: 33%;"><input type="checkbox"/> Service Referral Diversion Model</div> <div style="width: 33%;"><input type="checkbox"/> Court Diversion</div> <div style="width: 33%;"><input type="checkbox"/> Community Assessment Diversion Model</div> <div style="width: 33%;"><input type="checkbox"/> Other: <enter here></div> </div>			
F. DOES YOUR DIVERSION PROGRAM INCLUDE ANY OF THESE COMPONENTS? (Check all that apply)			
<input checked="" type="checkbox"/> Academic or Vocational Education <input checked="" type="checkbox"/> Mental Health <input checked="" type="checkbox"/> Behavioral Health <input checked="" type="checkbox"/> Mentoring			
G. REQUEST FOR REDUCTION IN MATCH REQUIREMENT			

The Youth Reinvestment Grant Program requires that local jurisdiction applicants provide a 25 percent match. An applicant may provide less than a 25 percent match but no less than a ten percent match if the applicant is identified by the Board as high need with low or no local infrastructure for diversion programming. Please check the box below to request a reduction in match from 25 percent to 10 percent.

- ☐ Applicant requests a reduction in match because of high need and low or no local infrastructure. (Examples include, but are not limited to, lack of funding for diversion services, inability to hire or train staff, lack of cross-departmental agency support, insufficient support services in community, etc.)

H. PROJECT DIRECTOR:				
NAME	TITLE	TELEPHONE NUMBER		
Serena Wright-Black	Assistant City Manager	310-253-5640		
STREET ADDRESS		CITY		
9770 Culver Blvd		Culver City		
STATE	ZIP CODE	EMAIL ADDRESS		
CA	90232	serena.wright@culvercity.org		
I. FINANCIAL OFFICER:				
NAME	TITLE	TELEPHONE NUMBER		
Onyx Jones	Chief Financial Officer	310-253-5865		
STREET ADDRESS		CITY		
9770 Culver Blvd		Culver City		
STATE	ZIP CODE	EMAIL ADDRESS		
CA	90232	finance.dept@culvercity.org		
PAYMENT MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE
J. DAY-TO-DAY PROGRAM CONTACT:				
NAME	TITLE	TELEPHONE NUMBER		
Marjan Goudarzi	Program Manager	310-455-2847		
STREET ADDRESS		CITY		
6001 Bristol Parkway, Suite 200		Culver City		
STATE	ZIP CODE	EMAIL ADDRESS		
CA	90230	mgoudarzi@newearthlife.org		
K. DAY-TO-DAY FISCAL CONTACT:				
NAME	TITLE	TELEPHONE NUMBER		
Errol Briggs	Finance Director	(310) 455-2847 x1002		
STREET ADDRESS		CITY		
6001 Bristol Parkway, Suite 200		Culver City		
STATE	ZIP CODE	EMAIL ADDRESS		
CA	90232	ebriggs@newearthlife.org		
L. AUTHORIZED SIGNATURE*:				
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.				
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER		
	CITY MANAGER	(310) 253-6000		
STREET ADDRESS	CITY	STATE	ZIP CODE	
9770 Culver Blvd	Culver City	CA	90232	
EMAIL ADDRESS				
SIGNATURE			DATE	
			4/22/19	

* Authorized Signature: City or county representative with the authority to sign documents and obligate the applicant city or county.

PROPOSAL ABSTRACT

The Culver City Youth Diversion Program will divert youth from the juvenile justice system and potential incarceration. The program will be managed by New Earth, a Culver City-based nonprofit organization that has been designated by the LA County Youth Diversion and Development Division as the youth diversion center for West Los Angeles. Each participating youth will receive an individualized care plan after meeting with his/her case manager which will outline participation in a broad set of after-school programs, such as parent education, arts programs, mentoring, and job development, for youth and their families. New Earth utilizes an approach through all of its programs that is trauma-informed, culturally relevant, and delivered with sensitivity to the population being served.

PROPOSAL NARRATIVE

1. Program Need

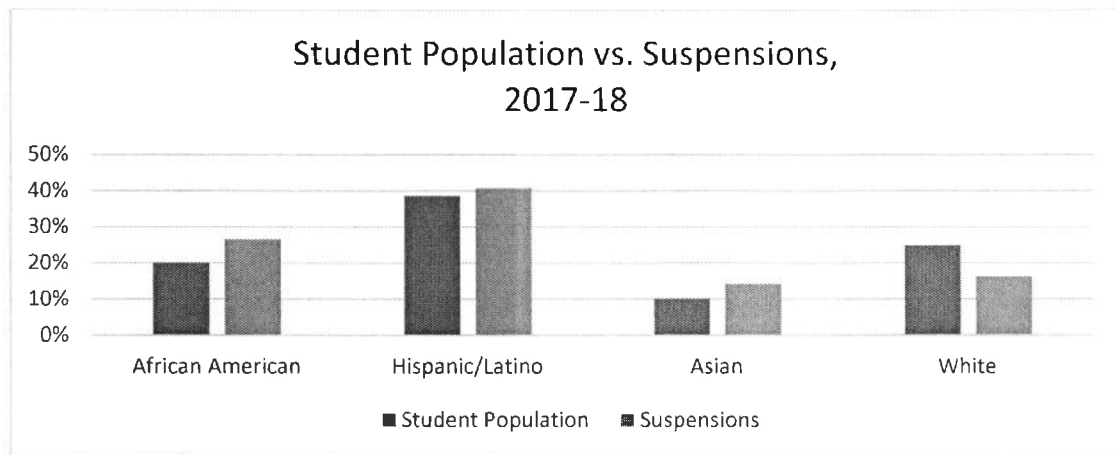
Culver City encompasses five square miles in western Los Angeles County and is adjacent to the cities of Los Angeles and Inglewood. Since incorporating in 1917, Culver City has grown to be a community of nearly 40,000 residents. Culver City has its own unified school district, including a comprehensive high school of 2,000+ students and a police department of 109 sworn police officers. Culver City has a vibrant business community and is an entertainment and retail destination with the Westfield Culver City mall, Downtown Culver City, and many restaurants and entertainment venues. Culver City's many attractions attract many young people from neighboring communities including South Los Angeles, Westchester, West Los Angeles, and Inglewood.

Culver City is a highly diverse community; 35.3% of students are socioeconomically disadvantaged.

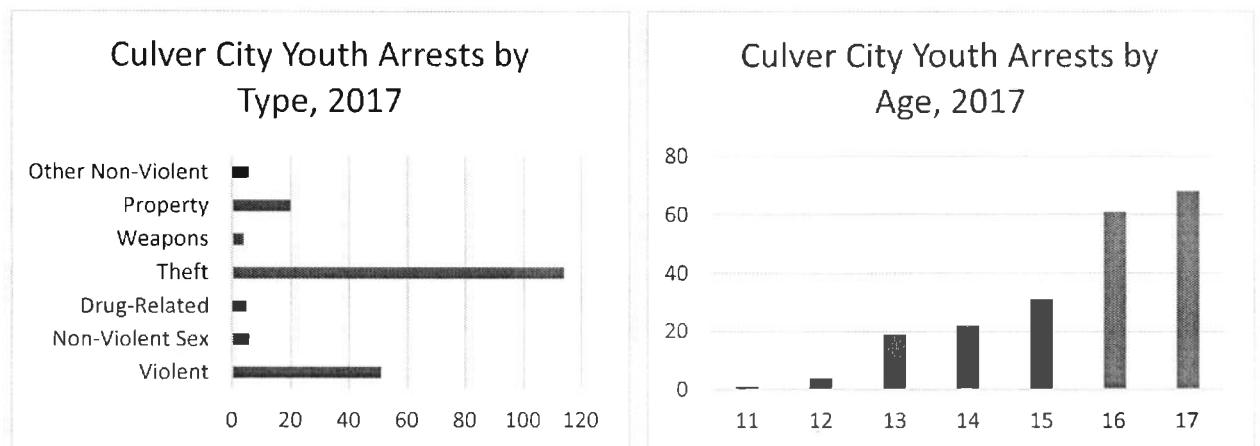
Youth from the following populations may be served by the YRG grant:

1. **Culver City High School Students** – Culver City High School will refer students who face suspension and/or expulsion to the Culver City Youth Diversion Program operated by New Earth. Note that these students may receive similar services from New Earth but will not be enrolled in the County's YDD program.

The biggest problems affecting students at Culver City High School are suspensions for 48900 (c) – "unlawfully possessed used, sold, or otherwise furnished, or been under the influence of a controlled substance." In 2017-18, there were 49 suspensions due to repeated instances of drug usage on campus. African-Americans, Latino, and Asian students were disproportionately suspended compared to white students:



2. **Youth Diverted from Arrest by Culver City Police Department** – There were 206 youth arrests in Culver City in 2017. The community and civic leadership is concerned about racial profiling by the police. Following are the ages and type of crimes that were reported by Culver City to the California Department of Justice:



3. **Youth Referred to New Earth by Other Law Enforcement Agencies**

Los Angeles County's Youth Development and Diversion (YDD) program. YDD is advancing a new comprehensive model of youth diversion that will connect youth with community-based services that support their development in lieu of arrest or citation. New Earth will be one of nine initial sites in this diversion program. New Earth will serve youth from a broad catchment area encompassing Western LA County at the New Earth Arts and Leadership Center (NEALC) in Culver City.

Since opening in 2015, NEALC has served approximately 250 youth to date. These students are high-need by any definition. Many were incarcerated and learned of New Earth through its programs in the County's juvenile halls and detention camps. Nearly all of the students have experienced multiple Adverse Childhood Experiences (ACEs) and many have been gang-involved. 75% have been male and nearly 95% are African-American or Latino. Most students have been expelled, failed out of, or dropped out of comprehensive high schools. The two largest nearby "feeder schools" are Dorsey and Crenshaw High Schools, both in South Los Angeles:

	Dorsey HS (LAUSD)	Crenshaw HS (LAUSD)
Enrollment	1,134 students	981 students
African-American	51.5%	69.4%
Hispanic/Latino	45.7%	26.9%
Socio-Economic Disadvantaged	67.3%	69.4%
Cohort Graduation Rate	66.9%	80.3%

Unfortunately, the LA Police Department does not dis-aggregate its youth arrest data by neighborhood or zip code so we do not have detailed youth arrest data or a breakdown by sub-group. The YDD program has assumed that approximately 60 youth per year will be diverted in the first year of the program.

2. Program Description

The Culver City Youth Diversion Program is a comprehensive effort to reduce incarceration and to divert youth away from the juvenile justice system. This program consists of three components:

1. *Change in Police Behavior* – The LA County Youth Diversion and Development (YDD) program is working with police departments, including Culver City Police Department and the Los Angeles Police Department to address and systematically reduce racial bias in stops and arrests. While this is not a part of the YRG program, this work is critical to reducing the pipeline into the justice system. The Culver City Police Department has voluntarily chosen to participate in the initial cohort of agencies implementing youth diversion.

2. *Change in Schools Behavior* – Research on implicit bias in schools also highlights the role that teachers and school staff can have on fueling the school to prison pipeline. To counter implicit bias, the Culver City Unified School District will engage the Western Justice Center for an annual, hands-on training for school faculty and staff on issues of bias, punishment, conflict resolution, and community development.
3. *Youth Diversion* – The YRG program will complement YDD funding for the New Earth Organization, which will operate as a primary service provider for youth in the Culver City school system who are facing suspension and/or expulsion, for youth diverted by the Culver City Police Department as an alternative to arrest, and for youth diverted by other nearby law enforcement agencies in West Los Angeles. YDD will provide 2 case workers for the first year and is expected to increase funding as New Earth's case load increases. YRG funding will supplement the case management by expanding New Earth's programs, which currently operating inside youth detention facilities and during the school day at the New Earth Arts and Leadership Center (NEALC), into the after-school hours. The remainder of this section describes the approach and services available at NEALC for diversion youth.

New Earth has 14 years of experience running successful mentorship programming, arts education, and re-entry services inside of juvenile detention centers and camps. New Earth's Founder and CEO, Harry Grammer, was selected as a CNN Hero and a member of the inaugural cohort of Obama Fellows. New Earth was also selected by LA County to manage the Residential Vocational Treatment Center at the former Camp David Gonzales. This project is believed to be the first in the nation effort to transition a juvenile camp into a voluntary vocational treatment facility for trauma-impacted youth.

New Earth currently offers arts, mentoring, clinical services, education, and job development programs in juvenile detention centers in Los Angeles County and at the New Earth Arts & Leadership Center in Culver City. Working with the UCLA Department Chair of Social Work, Dr. Laura Abrams, New Earth has implemented a

system to assess each individual's needs. The system is called FREEE and stands for F-Free of system involvement, R-Regularly housed, E-Educationally advanced, E-Employable, E-Increase in emotional health and well-being. . Each of the New Earth programs is trauma-informed and designed to help the youth served to achieve these outcomes.

New Earth uses a variety of programming and curricula to meet the needs of each youth that they serve individually. All youth begin the program with an intake assessment by a clinical case manager (supervised by an LCSW, MSW, or licensed psychologist) who will develop an individualized plan for the youth and his/her family which will involve one or more programs. This process helps prevent students from being over or under enrolled beyond their scope of need. Each of these programs is designed to meet the specific needs of at-risk youth. New Earth's Clinical Program Director oversees and trains staff and mentors in trauma informed care to ensure that all programs are delivered in a culturally relevant way and with sensitivity to the population that is being served. The variety of programs offered are to ensure wrap around services are available and the needs of each young person are met. Most diversion students will participate in programs after-school. Some who have been expelled or drop-out may enroll in New Earth's SIATech high school which provides an independent study program for students to earn their high school degree. Following is the menu of activities:

- *Intake Assessment:* Once a young person is referred by the police or the school district, a referral form will be sent to New Earth and an intake will be scheduled. Each student will undergo a biopsychosocial assessment and will be assigned a clinical case manager. During the enrollment process students will also go through an orientation where the student's individualized care plan will be detailed and reviewed. This plan will determine program enrollment and the frequency of each student's visits to NEALC. Having the student's parents or guardians involved in their restoration is very important to the student's success. Stakeholders are asked to reinforce the guidelines and the student's individual care plan. These stakeholders will also have a responsibility to maintain a rapport

with the staff at New Earth so that they are able to keep abreast of the progress of the student and follow up on any referrals made by New Earth staff.

- *Case Management:* Case managers will identify what is causing them to have trouble at school and will strive to work with the student and their family to address the issues that are causing their challenges.
- *Parent Education:* To ensure the success of stakeholder involvement New Earth will have Parent Education engagement and workshops. These workshops will help parents and guardians become more involved in their child's individualized care plan and in their process of restoration. New Earth will make every effort to help heal and nurture the student's relationship with their parents and give the parents tools that will help them connect and support their child in their growth.
- *Mentoring and Peer Support:* New Earth will provide students with mentors through the YouthBuild Mentoring Program. Upon entering the program, the youth will participate in group mentoring events where they will then be matched with a mentor. That mentor will meet with the youth at least twice a month. This can be increased for those youth who are identified as being in need of more frequent interactions with their mentor. New Earth works to match every youth with a mentor who has a common interest or goal as the youth or someone who they simply connect well with.
- *Civic Engagement and Leadership Opportunities:* New Earth will provide a leadership class run by the Lead Youth Mentor that helps young people better understand what being a leader means and how to process some of the barriers that often prevent them from stepping into leadership positions. They learn about why being a leader is important and how to work well with their peers.
- *Integrated Arts Education:* NEALC offer various arts-based programming including the organizations flagship program, FLOW (Fluent Love of Words). FLOW helps young people discover their inner voice through poetry, creative writing, and music. Through topics such as origin, family, diversity, and integrity, young people learn to express their experiences and who they are through writing that can then be transformed into recorded music with the help of New Earth's teaching artist instructors. New Earth will expand FLOW into after-school

hours so that young people who are not enrolled in school can still be a part of the program. New Earth also partners with Spirit Awakening, a different nonprofit organization, to provide creative arts classes and an arts mentoring program.

- *Gardening and Health Focused Program:* Gardening has proven to be an effective therapeutic tool that is known to decrease stress levels and anxiety. New Earth's Down to Earth program helps students face their frustrations and challenges while giving them a positive outlet for their expression. In a therapeutic sense, if students enjoy the fruits of their labor, they are more inclined to complete and enjoy their personal goals. New Earth has a community garden at NEALC where students can learn about gardening, plants and healthy eating.
- *Sports and Recreation Activities:* New Earth provides students with structured after-school athletic programs run by staff and volunteers. This will also coincide with the New Earth YouthBuild Mentoring Program.
- *Restorative or Transformative Justice Practices:* New Earth utilizes restorative and transformative justice practices with the youth served by the organization whenever a harm has been done and a resolution needs to be created. This includes transformative justice circles to support resolving conflicts peacefully. New Earth will introduce programming related to communication and social/emotional health so that the young people served can better understand how to use these practices in their own lives.
- *Beyond Boundaries Wilderness Program:* This program offers those who are released from prison the opportunity to attend a seven-day backpacking trip, allowing them time for reflection and rejuvenation.
- *Explore Job Enrichment:* Youth may participate in EXPLORE, a social enterprise fee-for-service program, which utilizes the talent of the youth we serve to deliver media services to Explore.org, our program partner. New Earth trains program participants in camera operations, film editing and production, and social media. Participants earn wages and also gain marketable skills and work experience that can lead to future employment opportunities.

- *Job Development:* Youth may meet 1 on 1 with New Earth's job developer and attend a job readiness class and, if interested, may be referred to JVS, a paid work experience program.

In the case that the students referred to New Earth are having challenges fulfilling their individualized care plan, not making reasonable progress, failing to attend, or are otherwise not completing the program, the Program Manager and Clinical Program Director would have had indicators notifying the team of such actions. New Earth utilizes a progression tracking system to identify such warning signs:

- Documented weekly case management sessions
- Monthly Case Manager Case Note Audit by the Clinical Programs Director
- Monthly Progress Report Audit by the Program Manager
- Quarterly review of school report card/progress report for their school

To overcome these barriers, staff will utilize evidence-based interventions including motivational interviewing, problem-solving skills, mentorship, and cognitive behavioral therapy interventions.

New Earth expects to achieve the following measurable objectives: 1) at least 75% of youth served will report that our mentor-based, arts, educational and vocational programs made a positive impact on their lives; 2) at least 70% of youth who start the program will successfully complete it.

New Earth has a successful record of working with at-risk youth who are having behavioral challenges. The organization welcomes all youth regardless of their ethnicity, sexuality, gender or economic status. New Earth has always strived to work with disadvantaged, incarcerated and formerly incarcerated youth.

3. Data Collection

New Earth has implemented Apricot, a case management software system from Social Solutions that tracks data and outcomes. New Earth case managers already use this

tool to record their ongoing case notes. New Earth will soon expand data tracking to include participation and data related to all of the other programs.

New Earth values data collection, reporting, and ongoing review of data and trends for continuous improvement. New Earth will develop dynamic reports that enable real-time reporting on all of the program participants and their progress. New Earth will submit these reports, as required, on a quarterly basis to BSSC. New Earth will cooperate with County agencies, Culver City, local schools, local police departments, other CBOs, and any other service providers to acquire data and participate in the assessment and evaluation of the YRG program.

YRG PROJECT WORK PLAN

(1) Goal:	Ensure a pipeline of referrals from Culver City PD, Culver City Schools, and other local law enforcement agencies			
Objectives (A., B., etc.)	A. Establish referral processes with each agency B. Establish ongoing meetings and reporting across all agencies C. Monitor and manage the number of diverted youth			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
<ul style="list-style-type: none">Define referral processesEstablish ongoing meetings and reportingTrack pipeline of youth		New Earth, law enforcement, local schools	4/1/19	8/1/19
(2) Goal:	Hire staff to deliver the YRG program			
Objectives (A., B., etc.)	A. Hire the program manager by September 1, 2019 B. Hire a life coach by September 1, 2019 C. Hire additional instructors to provide programming after-school by September 1, 2019			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
<ul style="list-style-type: none">Hire all program staff by September 1, 2019		New Earth	6/13/19	9/1/19
(3) Goal:	Ensure a quality program that achieves its targeted outcomes			
Objectives (A., B., etc.)	A. Establish data management and reporting processes B. Solicit feedback from participants, families, and all stakeholders C. Use data and feedback as a management tool to improve program delivery			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
<ul style="list-style-type: none">Establish all data fields and reports in ApricotSend quarterly reports to BSSC and share with all stakeholdersEstablish an ongoing communication process and regular check-ins with all stakeholders		New Earth	5/1/19	12/1/19
			Quarterly reporting and improvement	

APPENDIX A

Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds

(Page 1 of 2)

The Youth Reinvestment Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that subcontract with the grantee to implement the proposal. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any YRG funds. The RFP describes these requirements as follows:

Any Non-Governmental Organization which receives YRG funds as either a subgrantee or subcontractor must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the YRG grantee. Organizations that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee and subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.
- Have a physical address (an exception can be made for an Indian Tribe).

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee: City of Culver City


Name of Contracted Party	Address	Email / Phone	Meets All Requirements
New Earth	6001 Bristol Parkway, Suite 200 Culver City, CA 90230	ysimone@newearthlife.org 310-455-2847	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Western Justice Center	55 South Grand Avenue, Pasadena, CA 91105	ebarrett@westernjustice.org 626-584-7494	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

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

(Page 2 of 2)

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

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE CITY MANAGER		TELEPHONE (310)253-5660
STREET ADDRESS 9770 Culver Blvd	CITY Culver City	STATE CA	ZIP CODE 90232
EMAIL ADDRESS			
SIGNATURE x 		DATE 4/22/19	

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

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

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

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

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


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

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

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

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

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

AUTHORIZED SIGNATURE			
(This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
	CITY MANAGER	(310) 253-5660	
STREET ADDRESS	CITY	STATE	ZIP CODE
9770 Culver Blvd	Culver City	CA	90232
EMAIL ADDRESS			
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only)			DATE
X 			4/22/19

Section 4: Youth Reinvestment Grant - Year 1 Program Budget and Budget Narrative

Name of California County or City: Culver City

Year 1 Program Budget: July 1, 2019 thru June 30, 2020

Budget Line Item	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$5,000	\$5,000
4. Non-Governmental Organization (NGO) Subcontracts	\$216,000	\$184,920	\$400,920
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs	\$0	\$9,496	\$9,496
TOTAL	\$216,000	\$199,416	\$415,416

Required match for Year 1: 10%: no less than: **\$19,942** 25%: no less than: **\$49,854**

1. Salaries and Benefits

Name and Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Salaries and Benefits

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Services and Supplies Narrative:

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Match	Grant Funds	Total
Contract with Western Justice Center for CCUSD training	Cost from Western Justice	\$0	\$5,000	\$0
TOTAL		\$0	\$5,000	\$5,000

Professional Services Narrative

Waiting on detail from Superintendent Lockhart re the training but she said cost will be \$5,000.

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Match	Grant Funds	Total
LA Youth Development and Diversion grant to New Earth for 2 case managers to support diversion program	\$300/youth*12 months*30 youth *2 case managers	\$216,000	\$0	\$0
Contract with New Earth organization -- see below		\$0	\$0	\$0
Program Manager	1 FTE @ \$55,000 + benefits @ 30% = \$71,500	\$0	\$71,500	\$0
Life Coach	1 FTE @ \$45,000 + benefits @ 30% = \$58,500	\$0	\$58,500	\$0
Instructors	1 FTE @ \$50,000 (no benefits)	\$0	\$50,000	\$0
Food for parent education sessions	\$50 per session - 1 session per month=\$600	\$0	\$600	\$0

After-school snacks for youth	\$20 per session*18 sessions per month *12 months =\$3,240	\$0	\$4,320	\$0
TOTALS		\$216,000	\$184,920	\$400,920

Non-Governmental Organizations (NGO) Subcontracts Narrative

This program will use a matching grant from the LA County Youth Development and Diversion (YDD) program that has already been awarded to New Earth. The County supports case managers to work with youth 1 on 1 and uses the formula of \$300 per youth per month for one year and assumes that each case manager will support 30 young people. New Earth has been budgeted for 2 case workers @ \$108,000 each for a total of \$216,000.

New Earth will be the CBO responsible for delivering services. New Earth will hire staff who will work the case managers to deliver the program. The new staff will include a program manager (\$55,000 + benefits), a life coach (\$45,000 + benefits), and instructors (\$50,000). Staff positions assume a 3% COLA increase each year.

Food is budgeted for monthly parent education sessions @ \$50 per session and daily after-school snacks for youth @ \$20 per session.

5. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTALS		\$0	\$0	\$0

Equipment/Fixed Assets Narrative

6. Data Collection

Description	Match	Grant Funds	Total
	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Data Collection

7. Project Evaluation

Description	Match	Grant Funds	Total
	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Project Evaluation Narrative:

8. Other (Travel, Training, etc.)

Description	Calculation for Expense	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Other (Travel, Training, etc.) Narrative:

9. Indirect Costs

Indirect costs may be charged by choosing only one of options 1) or 2) listed below.		Match	Grant Funds	Total
Required match for Year 1: 10%, no less than: \$19,942 25%, no less than: \$49,854				
1) Indirect costs will be charged as 10% of total direct salaries and wages. Total indirect costs cannot exceed:	\$0	\$0	\$0	\$0
2) Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment). Total indirect costs cannot exceed:	\$9,496	\$0	\$9,496	\$9,496
<i>If the amount entered above turns red, adjust it to not exceed the line-item limit noted: TOTAL</i>		\$0	\$9,496	\$9,496

Indirect Costs Narrative:

Section 4: Youth Reinvestment Grant - Year 1 Program Budget and Budget Narrative

Name of California County or City: Culver City

Year 2 Program Budget: July 1, 2020 thru June 30, 2021

Budget Line Item	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$5,000	\$5,000
4. Non-Governmental Organization (NGO) Subcontracts	\$216,000	\$190,320	\$406,320
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs	\$0	\$9,766	\$9,766
TOTAL	\$216,000	\$205,086	\$421,086

Required match for Year 2: 10%: no less than: **\$20,509** 25%: no less than: **\$51,272**

1. Salaries and Benefits

Name and Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Salaries and Benefits

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Services and Supplies Narrative:

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Match	Grant Funds	Total
Contract with Western Justice Center for CCUSD training	Cost from Western Justice	\$0	\$5,000	\$0
TOTAL		\$0	\$5,000	\$5,000

Professional Services Narrative

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Match	Grant Funds	Total
LA Youth Development and Diversion grant to New Earth for 2 case managers to support diversion program	\$300/youth*12 months*30 youth *2 case managers	\$216,000	\$0	\$0
Contract with New Earth organization -- see below		\$0	\$0	\$0
Program Manager	1 FTE @ \$55,000 + benefits @ 30% = \$71,500 * 3% COLA	\$0	\$73,645	\$0
Life Coach	1 FTE @ \$45,000 + benefits @ 30% = \$58,500 * 3% COLA	\$0	\$60,255	\$0
Instructors	1 FTE @ \$50,000 (no benefits) * 3% COLA	\$0	\$51,500	\$0
Food for parent education sessions	\$50 per session - 1 session per month=\$600	\$0	\$600	\$0

After-school snacks for youth	\$20 per session*18 sessions per month *12 months =\$3,240	\$0	\$4,320	\$0
TOTALS		\$216,000	\$190,320	\$406,320

Non-Governmental Organizations (NGO) Subcontracts Narrative

5. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTALS		\$0	\$0	\$0

Equipment/Fixed Assets Narrative

6. Data Collection

Description	Match	Grant Funds	Total
	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Data Collection

7. Project Evaluation

Description	Match	Grant Funds	Total
	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Project Evaluation Narrative:

8. Other (Travel, Training, etc.)

Description	Calculation for Expense	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Other (Travel, Training, etc.) Narrative:

9. Indirect Costs

Indirect costs may be charged by choosing only one of options 1) or 2) listed below.		Match	Grant Funds	Total
*Required match for Year 2: 10%, no less than: \$20,509 25%, no less than: \$51,272				
1) Indirect costs will be charged as 10% of total direct salaries and wages. Total indirect costs cannot exceed:	\$0	\$0	\$0	\$0
2) Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment). Total indirect costs cannot exceed:	\$9,766	\$0	\$9,766	\$9,766
If the amount entered above turns red, adjust it to not exceed the line-item limit noted: TOTAL		\$0	\$9,766	\$9,766

Indirect Costs Narrative:

Section 4: Youth Reinvestment Grant - Year 1 Program Budget and Budget Narrative

Name of California County or City: Culver City

Year 3 Program Budget: July 1, 2021 thru June 30, 2022

Budget Line Item	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$5,000	\$5,000
4. Non-Governmental Organization (NGO) Subcontracts	\$216,000	\$195,720	\$411,720
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs	\$0	\$10,036	\$10,036
TOTAL	\$216,000	\$210,756	\$426,756

Required match for Year 3: 10%: no less than: **\$21,076** 25%: no less than: **\$52,689**

1. Salaries and Benefits

Name and Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Salaries and Benefits

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Services and Supplies Narrative:

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Match	Grant Funds	Total
Contract with Western Justice Center for CCUSD training	Cost from Western Justice	\$0	\$5,000	\$0
TOTAL		\$0	\$5,000	\$5,000

Professional Services Narrative

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Match	Grant Funds	Total
LA Youth Development and Diversion grant to New Earth for 2 case managers to support diversion program	\$300/youth*12 months*30 youth *2 case managers	\$216,000	\$0	\$0
Contract with New Earth organization -- see below		\$0	\$0	\$0
Program Manager	1 FTE @ \$55,000 + benefits @ 30% = \$71,500 * 3% COLA	\$0	\$75,790	\$0
Life Coach	1 FTE @ \$45,000 + benefits @ 30% = \$58,500 * 3% COLA	\$0	\$62,010	\$0
Instructors	1 FTE @ \$50,000 (no benefits) * 3% COLA	\$0	\$53,000	\$0

Food for parent education sessions	\$50 per session - 1 session per month=\$600	\$0	\$600	\$0
After-school snacks for youth	\$20 per session*18 sessions per month *12 months =\$3,240	\$0	\$4,320	\$0
TOTALS		\$216,000	\$195,720	\$411,720

Non-Governmental Organizations (NGO) Subcontracts Narrative

5. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTALS		\$0	\$0	\$0

Equipment/Fixed Assets Narrative

6. Data Collection

Description	Match	Grant Funds	Total
	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Data Collection

7. Project Evaluation

Description	Match	Grant Funds	Total
	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Project Evaluation Narrative:

8. Other (Travel, Training, etc.)

Description	Calculation for Expense	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Other (Travel, Training, etc.) Narrative:

9. Indirect Costs

Indirect costs may be charged by choosing only one of options 1) or 2) listed below.		Match	Grant Funds	Total
*Required match for Year 3: 10%, no less than: \$21,076 25%, no less than: \$52,689				
1) Indirect costs will be charged as 10% of total direct salaries and wages. Total indirect costs cannot exceed:	\$0	\$0	\$0	\$0
2) Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment). Total indirect costs cannot exceed:	\$10,036	\$0	\$10,036	\$10,036
If the amount entered above turns red, adjust it to not exceed the line-item limit noted: TOTAL		\$0	\$10,036	\$10,036

Indirect Costs Narrative:

Section 4: Youth Reinvestment Grant - Year 1 Program Budget and Budget Narrative

Name of California County or City: Culver City

Year 4 Program Budget: (8 months) July 1, 2022 thru February 28, 2023

Budget Line Item	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$5,000	\$5,000
4. Non-Governmental Organization (NGO) Subcontracts	\$216,000	\$135,720	\$351,720
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs	\$0	\$7,036	\$7,036
TOTAL	\$216,000	\$147,756	\$363,756

Required match for Year 4: 10%: no less than: \$14,776 25%: no less than: \$36,939

1. Salaries and Benefits

Name and Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Salaries and Benefits

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Services and Supplies Narrative:

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Match	Grant Funds	Total
Contract with Western Justice Center for CCUSD training	Cost from Western Justice	\$0	\$5,000	\$0
TOTAL		\$0	\$5,000	\$5,000

Professional Services Narrative

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Match	Grant Funds	Total
LA Youth Development and Diversion grant to New Earth for 2 case managers to support diversion program	\$300/youth*12 months*30 youth *2 case managers	\$216,000	\$0	\$0
Contract with New Earth organization -- see below		\$0	\$0	\$0
Program Manager	1 FTE @ \$55,000 + benefits @ 30% = \$71,500 * 3% COLA - prorated to 8 months	\$0	\$51,957	\$0
Life Coach	1 FTE @ \$45,000 + benefits @ 30% = \$58,500 * 3% COLA - prorated to 8 months	\$0	\$42,510	\$0

Instructors	1 FTE @ \$50,000 (no benefits) * 3% COLA - prorated to 8 months	\$0	\$36,333	\$0
Food for parent education sessions	\$50 per session - 1 session per month=\$600	\$0	\$600	\$0
After-school snacks for youth	\$20 per session*18 sessions per month *12 months =\$3,240	\$0	\$4,320	\$0
TOTALS		\$216,000	\$135,720	\$351,720

Non-Governmental Organizations (NGO) Subcontracts Narrative

5. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTALS		\$0	\$0	\$0

Equipment/Fixed Assets Narrative

6. Data Collection

Description	Match	Grant Funds	Total
	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Data Collection

7. Project Evaluation

Description	Match	Grant Funds	Total
	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

Project Evaluation Narrative:

8. Other (Travel, Training, etc.)

Description	Calculation for Expense	Match	Grant Funds	Total
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

Other (Travel, Training, etc.) Narrative:

9. Indirect Costs

Indirect costs may be charged by choosing only one of options 1) or 2) listed below.		Match	Grant Funds	Total
*Required match for Year 4: 10%, no less than: \$14,776 25%, no less than: \$36,939				
1) Indirect costs will be charged as 10% of total direct salaries and wages. Total indirect costs cannot exceed:	\$0.00	\$0	\$0	\$0
2) Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment). Total indirect costs cannot exceed:	\$7,036.00	\$0	\$7,036	\$7,036
If the amount entered above turns red, adjust it to not exceed the line-item limit noted: TOTAL		\$0	\$7,036	\$7,036

Indirect Costs Narrative:

Section 4: Youth Reinvestment Grant - Program Budget

Name of California County or City: Culver City

Budget Tables Years 1 - 4
Grant Cycle: July 1, 2019 thru February 28, 2023

Year 1 Program Budget (7/1/19 - 6/30/20)	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$5,000	\$5,000
4. Non-Governmental Organization (NGO) Subcontracts	\$216,000	\$184,920	\$400,920
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs	\$0	\$9,496	\$9,496
TOTAL	\$216,000	\$199,416	\$415,416
Required match Year 1: 10%: no less than: \$19,942 25%: no less than: \$49,854			

Year 2 Program Budget (7/1/20 - 6/30/21)	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$5,000	\$5,000
4. Non-Governmental Organization (NGO) Subcontracts	\$216,000	\$190,320	\$406,320
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs	\$0	\$9,766	\$9,766
TOTAL	\$216,000	\$205,086	\$421,086
Required match Year 2: 10%: no less than: \$20,509 25%: no less than: \$51,272			

Year 3 Program Budget (7/1/21 - 6/30/22)			
	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$5,000	\$5,000
4. Non-Governmental Organization (NGO) Subcontracts	\$216,000	\$195,720	\$411,720
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs	\$0	\$10,036	\$10,036
TOTAL	\$216,000	\$210,756	\$426,756
Required match Year 3: 10%: no less than: \$21,076 25%: no less than: \$52,689			

Year 4 Program Budget ((8 Months) 7/1/22 - 2/28/23)			
	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$0	\$0
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$5,000	\$5,000
4. Non-Governmental Organization (NGO) Subcontracts	\$216,000	\$135,720	\$351,720
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$0	\$0	\$0
9. Indirect Costs	\$0	\$7,036	\$7,036
TOTAL	\$216,000	\$147,756	\$363,756
Required match Year 4: 10%: no less than: \$14,776 25%: no less than: \$36,939			

APPENDIX A
YRG Program Executive Steering Committee

	<u>Name</u>	<u>Title</u>	<u>Organization/Agency</u>
1	David Steinhart (Co-Chair)	Director & BSCC Board Member	Commonweal Juvenile Justice Program
2	Mark Varela (Co-Chair)	Chief Probation Officer & BSCC Board Member	Ventura County Probation Department
3	Jessica Chandler	Social Worker	Los Angeles County, Department of Children & Family Services
4	Amy Cohen	Child, Adolescent, Adult and Family Psychiatry Director	Center for Collaborative Parenting
5	Paul Espinosa	Captain	Los Angeles Police Department
6	Donna Groman	Judge	Los Angeles County Superior Court
7	Frankie Guzman	Director, California Youth Justice Initiative	National Center for Youth Law
8	Jane Halladay Goldman	Director, Service Systems Program	National Center for Child Traumatic Stress
9	Brooke Harris	Adjunct Professor & Supervising Clinical Attorney	Loyola Law School, Center for Juvenile Law & Policy
10	Olin Jones	Founder	Olin C. Jones Consulting
11	Patricia Lee	Chief Juvenile Public Defender	City & County of San Francisco
12	Julio Marcial	Director of Youth Justice	Liberty Hill Foundation
13	Laura John Ridolfi	Policy Director	W. Haywood Burns Institute
14	Patricia Soung	Policy Director of Youth Justice	Children's Defense Fund - California

APPENDIX B

Criteria for Non-Governmental Organizations Receiving YRG Program Funds

The YRG Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving YRG funds. The RFP describes these requirements as follows:

Any partnering NGO that receives Youth Reinvestment Grant Program funds as a subgrantee, or subcontractor must have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC grantee.

- Non-governmental organizations entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the fiscal agreement with the BSCC grantee.
- Any NGO that receives YRG Grant funds (as either a subgrantee or subcontractor) must:
 - Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the YRG grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee and subcontractor fiscal agreement.
 - Be registered with the California Secretary of State's Office, if applicable;
 - Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
 - Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
 - Have a physical address (an exception can be made for an Indian Tribe)

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), nonprofit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

APPENDIX B
Criteria for Non-Governmental Organizations Receiving YRG Program Funds

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee:

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

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

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

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

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink Only) X			DATE