

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 569-19

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

CITY OF COSTA MESA

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:

\$1,000,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Youth Reinvestment Grant (YRG) Program Request for Proposals	*
Attachment 2	YRG Application for Funding	40
Appendix A	YRG Program Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving YRG Program Funds	2

* 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.)

CITY OF COSTA MESA

CONTRACTOR BUSINESS ADDRESS

77 Fair Drive

CITY

Costa Mesa

STATE

CA

ZIP

92626

PRINTED NAME OF PERSON SIGNING

LORI ANN FARRELL HARRISON

TITLE

City Manager

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

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

**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 the City of Costa Mesa (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. Waymakers Juvenile Diversion restorative justice practices and intervention services hold youth accountable for their behaviors and encourage positive change for the youth, family, victim and community. Low risk youth served at the informal level have lower rates of recidivism than low risk youth handled in the formal system. The City of Costa Mesa seeks to be part of a positive reform to address alternatives to law enforcement over handling low risk offenders by petitioning youth into the formal juvenile justice system by providing Juvenile Diversion using restorative justice practices. Juvenile Diversion utilizes practical, individualized and cost effective early intervention, restorative justice activity components such as individual and family counseling, case management, victim-offender mediation, Peer Court, community service and restitution, career and education support, legal awareness, practical parenting, drug and alcohol awareness, anger management, service learning projects, truancy reduction, social skills, decision making, and 24-hour help lines and specialized services linkage.
- 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: Lori Ann Farrell Harrison

Title: City Manager

Address: 77 Fair Drive, Costa Mesa, CA, 92626

Phone: (714) 754-5099

Designated Financial Officer authorized to receive warrants:

Name: Kelly Telford

Title: Finance Director

Address: 77 Fair Drive, Costa Mesa, CA, 92626

Phone: (714) 754-5243

Fax:

**EXHIBIT A
SCOPE OF WORK**

Email: kelly.telford@costamesaca.gov

Project Director authorized to administer the project:

Name: Greg Scott

Title: Lieutenant

Address: 99 Fair Drive, Costa Mesa, CA 92626

Phone: (714) 754-5265

Fax:

Email: gscott@costamesaca.gov

- 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	Due no later than:
1. July 1, 2019 to September 30, 2019	November 14, 2019
2. October 1, 2019 to December 31, 2019	February 14, 2020
3. January 1, 2020 to March 31, 2020	May 15, 2020
4. April 1, 2020 to June 30, 2020	August 14, 2020
5. July 1, 2020 to September 30, 2020	November 16, 2020
6. October 1, 2020 to December 31, 2020	February 15, 2021
7. January 1, 2021 to March 31, 2021	May 17, 2021
8. April 1, 2021 to June 30, 2021	August 16, 2021
9. July 1, 2021 to September 30, 2021	November 15, 2021
10. October 1, 2021 to December 31, 2021	February 14, 2022
11. January 1, 2022 to March 31, 2022	May 16, 2022
12. April 1, 2022 to June 30, 2022	August 15, 2022
13. July 1, 2022 to September 30, 2022	November 14, 2022
14. October 1, 2022 to December 31, 2022	February 14, 2023
15. January 1, 2023 to February 28, 2023	April 14, 2023

B. Evaluation Documents

Due no later than:

EXHIBIT A SCOPE OF WORK

- | | |
|----------------------------------|-------------------|
| 1. Local Evaluation Plan | October 31, 2019 |
| 2. Final Local Evaluation Report | December 31, 2022 |

C. Other

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

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.

EXHIBIT A
SCOPE OF WORK

- 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	Due No Later Than:
1. July 1, 2019 to September 30, 2019	November 14, 2019
2. October 1, 2019 to December 31, 2019	February 14, 2020
3. January 1, 2020 to March 31, 2020	May 15, 2020
4. April 1, 2020 to June 30, 2020	August 14, 2020
5. July 1, 2020 to September 30, 2020	November 16, 2020
6. October 1, 2020 to December 31, 2020	February 15, 2021
7. January 1, 2021 to March 31, 2021	May 17, 2021
8. April 1, 2021 to June 30, 2021	August 16, 2021
9. July 1, 2021 to September 30, 2021	November 15, 2021
10. October 1, 2021 to December 31, 2021	February 14, 2022
11. January 1, 2022 to March 31, 2022	May 16, 2022
12. April 1, 2022 to June 30, 2022	August 15, 2022
13. July 1, 2022 to September 30, 2022	November 14, 2022
14. October 1, 2022 to December 31, 2022	February 14, 2023
15. January 1, 2023 to February 28, 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	\$97,000	\$0	\$97,000
2. Services and Supplies	\$0	\$25,364	\$25,364
3. Professional Services	\$0	\$224,637	\$224,637
4. Non-Governmental Organization (NGO) Subcontracts	\$900,000	\$0	\$900,000
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$0	\$0
7. Project Evaluation	\$0	\$0	\$0
8. Other (Travel, Training, etc.)	\$3,000	\$0	\$3,000
9. Indirect Costs	\$0	\$0	\$0
TOTAL	\$1,000,000	\$250,001	\$1,250,001

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:

City of Costa Mesa

Date submitted:

03/29/19

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> 	✓
	<ul style="list-style-type: none"> • <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) <i>Note: The Governing Board Resolution is due prior to Grant Award Agreement, <u>not</u> required at time of proposal submission.</i>	

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

X

Samara S. Letourneau

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

*****ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED****

Youth Reinvestment Grant Program Applicant Information Form

A. APPLICANT:		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT City of Costa Mesa		TAX IDENTIFICATION # 95-6005030	
STREET ADDRESS 77 Fair Drive	CITY Costa Mesa	STATE CA	ZIP CODE 92626
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

C. LOCATION OF SERVICES:

Services will be provided to youth and families within the Orange County cities of Costa Mesa, Newport Beach, Orange, Santa Ana, Tustin and Westminster working together in a central Orange County Public Safety Task Force.

D. PROJECT TITLE:	Waymakers Juvenile Diversion
-------------------	------------------------------

E. PROJECT SUMMARY (100-150 words):	F. GRANT FUNDS REQUESTED:	\$ 1,000,000
-------------------------------------	---------------------------	--------------

Waymakers Juvenile Diversion restorative justice practices and intervention services hold youth accountable for their behaviors and encourage positive change for the youth, family, victim and community. Low risk youth served at the informal level have lower rates of recidivism than low risk youth handled in the formal system. The City of Costa Mesa seeks to be part of a positive reform to address alternatives to law enforcement over handling low risk offenders by petitioning youth into the formal juvenile justice system by providing Juvenile Diversion using restorative justice practices. Juvenile Diversion utilizes practical, individualized and cost effective early intervention, restorative justice activity components such as individual and family counseling, case management, victim-offender mediation, Peer Court, community service and restitution, career and education support, legal awareness, practical parenting, drug and alcohol awareness, anger management, service learning projects, truancy reduction, social skills, decision making, and 24-hour help lines and specialized services linkage.

G. TYPE OF DIVERSION PROGRAM TO BE IMPLEMENTED (Check all that apply)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Pre-Arrest Diversion | <input checked="" type="checkbox"/> Community-Led Diversion | <input checked="" type="checkbox"/> Restorative Justice Diversion Model |
| <input type="checkbox"/> Probation Diversion | <input type="checkbox"/> Police Diversion Model | <input type="checkbox"/> Service Referral Diversion Model |
| <input type="checkbox"/> Court Diversion | <input type="checkbox"/> Community Assessment Diversion Model | <input type="checkbox"/> Other: <enter here> |


H. DOES YOUR DIVERSION PROGRAM INCLUDE ANY OF THESE COMPONENTS? (Check all that apply)

- Academic or Vocational Education
- Mental Health
- Behavioral Health
- Mentoring

I. 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.)

J. PROJECT DIRECTOR:				
NAME	TITLE	TELEPHONE NUMBER		
To be determined (Interim Greg Scott)	Lieutenant	(714) 754-5265		
STREET ADDRESS		CITY		
99 Fair Drive		Costa Mesa		
STATE	ZIP CODE	EMAIL ADDRESS		
CA	92692	Gscott@costamesaca.gov		
K. FINANCIAL OFFICER:				
NAME	TITLE	TELEPHONE NUMBER		
Jan Wang	Management Analyst	(714) 754-5074		
STREET ADDRESS		CITY		
99 Fair Drive		Costa Mesa		
STATE	ZIP CODE	EMAIL ADDRESS		
CA	92626	Jwang@costamesaca.gov		
PAYMENT MAILING ADDRESS (if different)		CITY	STATE	ZIP CODE
P.O. Box 1200		Costa Mesa	CA	92628
L. DAY-TO-DAY PROGRAM CONTACT:				
NAME	TITLE	TELEPHONE NUMBER		
Heather Benjamin	Director of Youth Development	949-250-0488 ext 254		
STREET ADDRESS		CITY		
1221 E. Dyer Road Suite 120		Santa Ana		
STATE	ZIP CODE	EMAIL ADDRESS		
CA	92691	hbenjamin@WaymakersOC.org		
M. DAY-TO-DAY FISCAL CONTACT:				
NAME	TITLE	TELEPHONE NUMBER		
Melinda Ramos	Director of Finance	949-250-0488 ext 253		
STREET ADDRESS		CITY		
1221 E. Dyer Road Suite 120		Santa Ana		
STATE	ZIP CODE	EMAIL ADDRESS		
CA	92691	mramos@WaymakersOC.org		
N. 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		
Tamara S. Letourneau	Acting City Manager	(714) 754-5099		
STREET ADDRESS		CITY	STATE	ZIP CODE
77 Fair Drive		Costa Mesa	CA	92626
EMAIL ADDRESS				
Tamara.letourneau@costamesaca.gov				
SIGNATURE				DATE
				3/29/19

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

Proposal Abstract

The City of Costa Mesa and six law enforcement partners within the Central Orange County Public Safety Task Force seek to be part of a positive reform to address alternatives to law enforcement “over-handling” low-risk offenders by petitioning youth into the formal juvenile justice system. Juvenile Diversion seeks to reduce recidivism by strengthening protective factors in families, limiting the impact of juvenile crime upon the community, repairing the harm done to a victim and/or community, easing administrative duties of law enforcement and juvenile courts, promoting a positive perception of law enforcement in the community, and assisting in effectively managing the resources required to deal with low-level offending youth. The City of Costa Mesa intends to partner with a community based organization, Waymakers, to offer Juvenile Diversion services. Waymakers will address violence prevention and intervention for youth and their families and provide assistance to victims in the aftermath of crime. Waymakers has been providing Juvenile Diversion services in Orange County for 46 years using a short-term, solution-focused, restorative justice model designed to work in collaboration with law enforcement, local schools, victims and the community to divert low-risk youth from the juvenile justice system. It involves the youth, their families, victims, community, and police department in a positive, effective, and structured approach to delinquency problems to prevent the over-handling of low-risk offending youth. Youth, families and victims have access to professional therapeutic and evidenced based services and restorative justice components that are brief (12-16 weeks). Waymakers has an opportunity to impact youth and families at the diversion level to keep at-risk and low-risk youth from entering the formal juvenile justice system and causing further harm. Through Juvenile Diversion, youth and their families have access to a number of components aimed at promoting accountability, competency development, and safety including:

- Victim-Offender Mediation
- Peer Court
- Individual and Family Counseling
- Case Management
- Victim Restitution
- Community Service Learning
- Legal Awareness Workshops
- Specialized Behavioral Groups
- Career and Education Support
- Specialized Resource Linkage

Proposal Narrative

1. Program Need

Many youth who participate in delinquent or criminal activity are unaware of the impact of their actions on the community and lack empathy for their victims. Additionally, underlying family factors may be contributing to the youth's delinquent behavior such as parental substance abuse, poor access to financial resources, child abuse, and domestic violence. Youthful offenders are often acting out in response to a home situation that is painful, stressful or lacks structure. Research indicates that prevention and intervention with services such as Waymakers Juvenile Diversion, promotes the prevention of future criminal or delinquent activity in the community (Zagar, R.J., Busch, K.G. and Hughes, J.R., 2009.) Waymakers Juvenile Diversion provides prevention, intervention and intensive levels of service based on assessed risk factors with an emphasis on underserved populations identified by our community indicators. Waymakers targets a population of male, female and LGBTQ youth who are under 18 or 18 and still in high school, and exhibiting pre-delinquent, delinquent, emotional, behavioral and/or school problems. Waymakers has a 46-year history with Orange County Law Enforcement and has served within 10 Police Departments and the Sheriff's at differing times during our long-standing partnerships and four currently. There is currently a gap in services as only 18 out of 34 Orange County cities fund a Juvenile Diversion program. Most either refer pre-arrested youth to fee for service program or petition to court as the only alternative instead of reinvesting in our youth to provide an opportunity to "make things right". In our most recent outreach efforts to law enforcement to tout the benefits of Juvenile Diversion at briefings, Chief Advisory meetings and a Diversion Focus Group hosted by Waymakers with several police departments the identified barrier is due to budget cuts rather than desire of law enforcement to fund programs. The reality of today's over-burdened juvenile justice system is that for many of these youth, diversion services are the only realistic tangible consequence for their actions.

Unidentified school problems, emotional disturbance and trauma can impact not just the youth but the family, community and society. Left unmanaged these issues can lead to youth being over-punished in school and over-criminalized in the juvenile justice system. Poverty is a leading factor causing strain in families and is a predictor of child abuse and neglect. In Orange County, 24.6% of families cannot maintain a basic standard

of living for a family of four and within the 6 Central Orange County cities partnering in this proposal, an average of 18% of their residents are living in poverty (24th Conditions of Children's Report). Research consistently indicates that childhood maltreatment is associated with an increased risk of at least 28% for serious and violent delinquency, substance use and other high-risk behaviors. According to the Orange County Social Services Child Abuse Registry 52,548 Child Abuse Reports were filed in Orange County during 2018, 34% of which were reported within the cities partnering in this proposal and only 11% were identified as White/Non-Hispanic. Being abused or neglected as a child increases the likelihood of arrest as a juvenile up to 59%. The Central Orange County youth within the partnering cities made up 3% of those ages 10-17 who were arrested in 2016. Relative to California, these partnering cities have a crime rate that is higher than 47-91% of the state's cities and towns of all sizes (CA Crime Rates, (2016) NeighborhoodScout).

In 2018, the ethnic composition of the child population in Orange County was 70% non-white, with 47.4% of the population identified as Latino. The percentage of juvenile felony arrests for Latinos was 52% across California, but our Latino youth in Orange County percentage exceed California at 72.2% (Kidsdata.org). When assessed by race and ethnicity, 7% of Orange County Hispanic youth reported involvement in a gang but Hispanic youth had the most sustained juvenile arrest petitions in 2016 at 78.8% and the rate of Hispanic youth involved in gang-related prosecutions was also extremely high at 91.8% as of 2017 per Orange County Probation. The rate of juvenile sustained petitions in the partnering Central Orange County cities was an average of 475 per 100,000 (24th Conditions of Children's Report). In addition, 45.7% of Orange County youth speak a language other than English in the home making communication an obstacle. These statistics show high arrest rates and ethnic and racial disparities which bring even more challenges to Orange County youth who may already be dealing with barriers such as youth and families that may be undocumented, suspicious of outsiders, speak a language other than English, feel culturally and socially isolated, may be living below the poverty level, experiencing child maltreatment, are limited in their ability to access resources and may experience feelings of embarrassment regarding their youth's behavior that prevent them from reaching out or accepting help from law enforcement or community organizations.

2. Program Description & Work Plan

Juvenile Diversion holds youth accountable for their behaviors and encourages positive change for the youth, family, victim and community. Low-risk youth served at the informal level have lower rates of recidivism than low-risk youth handled in the formal system. The Central Orange County Public Safety Task Force and Waymakers recognizes, understands, and empathizes with the barriers that our Central Orange County youth, families, community and law enforcement partners face. Behavior change is difficult for youth and families without intervention and support. Additional resources to reinvest in our youth are necessary by diverting them from the juvenile justice system. Waymakers services are trauma-informed to respond to the impact of traumatic stress induced by situations like to occur given the above statistics. Levels of intervention are centered on pre-delinquent or delinquent behavior and are developed to stay consistent with a methodology based on risk factors so as to not “over-handle” low-risk youth. Services are tailored to each individual based on need, developmental stage, and cultural relevance, are strength-based, measurable and have demonstrated success in reducing recidivism. Juvenile Diversion services are brief (12-16 weeks) and solution-focused. Any roadblocks to services are identified and staff work with families to overcome such obstacles. Staff are bilingual/bicultural, materials and restorative justice activities are offered in English and Spanish and an interpreter service, the Language Line is utilized, to address any special communication needs of the Central Orange County community.

Waymakers seeks to address youth at risk for delinquency, to reduce recidivism, and lessen the traumatic impact on victims by strengthening protective factors in families, limiting the impact of juvenile crime upon the community, repairing the harm done to a victim and/or community, easing administrative duties of law enforcement and juvenile courts, promoting a positive perception of law enforcement in the community, and assisting in effectively managing the resources required to deal with low-level offending youth and victims in crisis. Referrals are accepted from city residents, schools, counselors, family resource centers, and law enforcement agencies in Central Orange County who believe a youth is at-risk of future delinquency, pre-arrest, as well as those

who have committed first-time offenses of infractions, status offenses and misdemeanors pre-filing a petition or a subsequent offense for a youth assessed as low-risk.

Evidence-based programs have been shown to successfully treat delinquent youth in the community and decrease out of home placement cost between \$1,300 and \$5,000 per family per year, while incarcerating just one youth will cost over \$50,000 per year with the likelihood of poorer outcomes for both the youth and their family (*Evidence Based Practices for Juvenile Justice Reform in Louisiana (2010)*). It is estimated that the current cost of each case litigated would be a minimum of \$6,600. This factors in the cost of the judicial officer and staff, attorney's fees, and other court/litigation costs such as fees for service and collection. Waymakers utilizes evidence-based practices and promotes trauma-informed care such as Victim-Offender Mediation, Community Reparative Boards, Trauma-Focused Cognitive-Behavioral Therapy (TFCBT), Common Sense Parenting, Self-Determined Career Development Model, Cognitive Behavioral Therapy, Seeking Safety and Motivational Interviewing to help ameliorate the symptoms and behaviors our consumers experience that stem from emotional disturbance, traumatic experiences, and substance use. This is important because 78% of our consumers have an identified traumatic experience that is likely fueling their behavior in some regard and 58% have a substance abuse diagnosis. The following Restorative Justice models are offered in English and Spanish by the Restorative Justice Team of a trained Mediator/Case Coordinator, professional Counselor and Diversion Specialist:

Victim-Offender Mediation: Waymakers Restorative Justice Team brings together the victim and youthful offender, along with their selected support people, to discuss the offense, the factors that may have contributed to the behavior and to explore possible ways to repair the harm. This is an opportunity to engage the victim in the process by empowering them to determine their own solutions for addressing harm as well as a chance for the youth to admit guilt, take responsibility, express remorse, and develop an understanding of the impact that their behavior has had upon others. It is also an opportunity for the youth to make amends and move forward in a positive direction. Satisfaction rates for both victims and offenders are addressed in several Victim-Offender Mediation studies and typically range from 80-90% (Umbreit, Vos & Coates, 2006).

Community Reparative Board- Peer Court: Waymakers Juvenile Diversion partners with the Orange County Constitutional Rights Foundation to assist with Peer Court which is a youth driven Community Reparative Board (A MOU is attached for your reference). Constitutional Rights Foundation of Orange County (CRF-OC), is a non-profit organization dedicated to promoting civic literacy and youth leadership. Peer Court is organized by CRF-OC and has been operating since 1994. Peer Court was started in collaboration with the Orange County Superior Court, Orange County Probation Department, Orange County Department of Education, and lawyers from the local legal community. Currently, 14 schools throughout the County participate as peer jurors for Peer Court. Juvenile Diversion collaborates with Peer Court to keep minors out of detention and the Juvenile Court. Not only does Peer Court alleviate caseloads in Juvenile Court, but it is 80% less expensive than administering cases through the traditional Orange County Probation Department. All participants (offending minor, student attendees, parents) get to see what the court system is like. Peer Court serves as a deterrent, consequence, and educational opportunity for everyone in attendance. Peer Court is about the 'process' and the uncertainty that arises from a jury of the minors' peers deciding upon a case outcome makes Peer Court authentic. CRF-OC reports that 90% of participants report that Peer Court is an effective way to hear about the legal system and reduce youth crime.

Juvenile Diversion should not be a one size fits all model. An assessment tool is utilized to determine the risk level of youth for delinquency and impact of behavioral health and family protective factor issues so a continuum of evidence based services can be offered based on the youth and family's need rather than over-handling low-risk youth. Possible gaps in service are identified which may be preventing the youth from normal functioning in home, school, daily activities/self-care, peer relations, employment and/or community environment. The family's and other support persons' viewpoint is critical since they are experts on their socio-economic familial situation and relationships and they need to engage in the goals identified. The Restorative Justice Team assists youth reach short-term goals developed and agreed upon by participants to repair the harm done. The assessment process addresses the underlying reasons for the youth's behavior and identifies areas of the youth's life being affected by the problem and how

the problems impact their ability to function. The assessment tool establishes each youth's risk factors, strengths and needs subscales to overlay to a matrix of services that focus on outcome categories of the youth's social connectedness, empathy, and resilience as well as family functioning, social support and attachment to each other and the community. Essentially, we are identifying criminogenic versus therapeutic needs and providing personal versus generic strategies to more adequately address the needs of the youth and family, and engaging the victim, youth, and the parents in the process. The restorative justice activities below are implemented based on the assessment subscales and can include but may not be limited to:

Professional Individual and Family: The goal is to reduce risk factors and increase protective factors to promote more adaptive functioning in the youth and/or family and intervene early in the process of problem development to promote responsible law-abiding behavior in youth. It is in this component of the intervention that underlying family dynamics that contribute to the youth's acting-out behavior are directly addressed and modified.

Case Management Services: Diverted youth receive multi-disciplinary, one-on-one case management services to assess for risk and protective factors of behaviors that indicate risk for further juvenile delinquency, identify needs, and provide referral and linkage to local community resources to fill those needs. Typically a case will be successfully closed or returned to the referring party if unsuccessful, within four months of service inception.

Community Service and Restitution: Youthful offenders are required to take responsibility for their actions. This may be accomplished through monetary payments to compensate the victims or the community for the losses they incurred and/or through performing volunteer community service work as a meaningful consequence. As opposed to viewing community service as a punitive response to the youth's negative behavior, we use it as an opportunity to encourage active participation in their community. Youth are far less likely to harm a community when they feel connected. By participating in the accountability components, youth gain a sense of accomplishment; learn job skills, and develop a sense of responsibility for themselves and their community.

Career and Education Support Services: Youth are assisted with development of employment “soft skills,” such as resume development, building interviewing experience, practicing proper social etiquette while on the job, appropriate wardrobe, and certifications to encourage the youth to seek competitive employment as needed. Youth and their parents may also be linked with resources for the completion of general education requirements such as tutoring assistance, resources to apply for an individualized education plan, or attaining a GED if applicable.

Legal Awareness Workshop: The Legal Awareness Workshop (LAW) increases the youth’s understanding of how continued delinquent acts will be handled by the legal system, and helps them to realize the consequences of their behavior. Parents and youth receive education regarding skill development in the areas of family communication, decision making and problem solving in order to protect against further acting out and to promote more adaptive and positive behaviors. Finally, parents are educated about effective parenting, limit-setting skills, and behavior contracting.

Common Sense Parenting: Parenting skills training focuses on parent-adolescent interactions. The goal is to help parents avoid ineffective parenting responses by learning effective ways of communicating with their youth and managing their behavior. Parents are also taught strategies to cope with the challenges that come along with the teenage years, including conflict resolution, establishing and maintaining appropriate boundaries, and techniques for age appropriate discipline.

Drug and Alcohol Education Groups: Education and awareness groups are offered to youth that have been identified as high-risk for substance abuse. The groups help the youth increase their awareness of the reasons for and consequences of drug and alcohol use, aid in recognition of dangerous behavior patterns and provide resources for young people to learn effective problem-solving skills. The parent session focuses on education about signs and symptoms of drug/alcohol use and abuse, impact on the family, and solution and resources for intervention.

Anger Management Groups: The Anger Management Group was designed to educate and provide youth with the skills needed to express anger safely and effectively. Youth

identify the role of anger in their lives, understand the triggers underlying their anger, and develop healthy coping and problem-solving skills.

Empowerment Through Alternative Education Service Learning Project:

Waymakers partners with the University of California Irvine (UCI) and Chapman University to offer the Empowerment Through Alternative Education program for at-risk youth to obtain community service hours through interactive learning activities with college students. College students are teaching and engaging at-risk youth participants through interactive workshops with activities and discussions about empowerment, job search strategies, education transitions, financial tips, resume building, self-help, time management, and goal planning. Participants incorporate presentation skills by conducting mock workshops to each other based on what they've learned.

Truancy Reduction Intervention Program (TRIP): Parents and teens attend together, to focus on increasing decision-making skills and learn about truancy and the law. Education is provided on parenting techniques, effective behavioral contracting and understanding the impact of education on one's future.

Social Skills Group: Youth identify areas of strength and areas for improvement in their social skills. The primary purpose of this group is to teach and model basic social skills, such as positive communication, turn-taking, and problem solving.

Decision-Making Group: Youth examine their decision process and learn positive decision-making skills so that they can exercise better judgment in the future.

Victims, youthful offenders, families, and support persons are viewed as both partners and consumers of the program. When we work collaboratively we have a shared investment in the outcome which increases the likelihood of a strength and asset-based, participant involved process. When victims, youth or families are resistant, fearful, or not participating in services, the Restorative Justice Team will explore obstacles preventing them from accessing resources or progressing. Together, the victim or youth, family, and Restorative Justice Team will attempt to identify and work through the challenges to develop viable solutions. The Restorative Justice Team will acknowledge and change strategies in response to resistance; identify discrepancies in youths' pursuit of stated

goals; encourage the victim to be part of the process to help the offender change behavior, or take part in the offender receiving consequences; compare positives and negatives of behaviors with consequences; reframe negative situations to create new momentum; engage the youth in problem solving; elicit change statements; reinforce responsibility; give praise and encouragement; and cultivate hope that the youth has the ability to succeed.

Waymakers' experience has verified that in order to provide a continuum of services to these sometimes hard to reach youth and their families, locating new resource providers and coordinating with existing providers with a wide range of skills is critical in youths' successful access to services in the community. Waymakers Juvenile Diversion ensures access to, and collaboration with, appropriate providers for victims, youth and their families. The Restorative Justice Team partners with a diverse array of community agencies. Youth in need of specialized treatment or testing outside the scope of Juvenile Diversion are referred out. For **specialty services**, we refer to a provider based on individual need such as Huntington Beach Youth Shelter for homeless, runaway or at-risk youth, Citinet for placement of homeless families, Family Resource Centers for basic needs, Victim Advocacy, Victims of Crime Compensation, or other ongoing rehabilitation treatment providers with whom we partner. Staff ensures beneficiary access to treatment by directly linking the family to the most appropriate agency and coaching them as they navigate the system to complete linkage. **Medication evaluation and support services** are provided through collaboration with the youth's insurance or through consultation with the Orange County Health Care Agency clinic closest to the residency. **Substance abuse treatment** is referred through partners and include detox and rehab services by Chapman House, dual diagnosis treatment by Touchstone, and intensive outpatient treatment by Twin Town Treatment Centers.

Participating youth and parents report an overall 92% satisfaction rate with Waymakers' Juvenile Diversion Services. Based on dissertation research conducted in collaboration with U.C. Irvine and an independent study at Waymakers, 85% of youth who successfully completed services did not re-offend within a 12 month period suggesting these youth can benefit from diversion rather than juvenile justice intervention.

Waymakers goal through the Youth Reinvestment Grant is to be able to expand our reach to law enforcement agencies without current Juvenile Diversion programs. Our strategy is to 1) decriminalize status offenses and divert low-risk youth, 2) cultivate restorative justice practices, 3) tie services directly to the delinquency, 4) promote positive youth behavior change, 5) strengthen connection to positive adults, peer and community and 6) use data to guide decisions and be accountable to improve youth outcomes.

3. Data Collection

Waymakers strategy for evaluating the process, measuring the outcome, and improving the impact of program performance is through the use of a project work plan. The project work plan provides a means of assessing the *how* and *why* of program success. Goals speak to the mission of the program and are broad. Objectives are specific, measureable, attainable, and relevant to the target population, and offer a timeframe for completion and expected direction of change. Activities are very specific tasks that will be pursued during the program's implementation. Interviews and input from law enforcement, victims, offenders, parents, and other community stakeholders will provide qualitative data. Law enforcement records such as arrest and recidivism rates and detention tools will provide quantitative data. Pre and post surveys, self-reports, observer ratings, and output of data collection are used to improve or meet service needs and evaluate the impact or contribution of Juvenile Diversion on the well-being of the victims, offenders, family and community members being served.

Waymakers believes effective communication and monitoring of a program is crucial to the success of a well-managed program. Collaborations with the City of Costa Mesa, law enforcement, Social Science Research Center at California State University Fullerton (a LOS is attached), BSCC appointed evaluator and other stakeholders allows for a higher success rate and the ability to concentrate on a seamless provision of service for the youth served. Waymakers is committed to attendance at monthly meetings, production of monthly financial reports, distribution of monthly, quarterly and annual progress reports, and data collection to support research and program evaluation efforts. Currently, the Waymakers provides statistical reports to each of the Police Departments that offer Waymakers Juvenile Diversion services, on a monthly, quarterly and annual basis.

4. Program Budget

Youth Reinvestment Project Work Plan

(1) Goal 1	To reduce the over-handling of low-risk youthful offenders and victims entering into the juvenile justice system by diverting them to restorative justice services.		
Objective 1:	By the end of a 12 month period, 70% of youthful offenders will successfully complete Juvenile Diversion rather than enter the juvenile justice system.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<ul style="list-style-type: none"> • Case Management • Legal Awareness Workshop • Psycho-Education Groups • Victim-Offender Mediation • Community Service Learning • Restitution • Career and Education Support Services 	<ul style="list-style-type: none"> • Diversion Specialist • Counselor • Victim-Offender Mediator • Law Enforcement 	07/01/19	02/28/23
(2) Goal 2	To increase the social connectedness, empathy and resilience of youth to avoid future delinquent behaviors or re-offending.		
Objective 2:	By the end of a 12 month period, 70% of youth will report an increase in resiliency and not offend as measured by pre-post results using a Resiliency Survey and recidivism rates from law enforcement.		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
<ul style="list-style-type: none"> • Individual Counseling • Case Management • Legal Awareness Workshop • Psycho-Education Groups • Victim-Offender Mediation • Community Service Learning • Restitution • Career and Education Support Services 	<ul style="list-style-type: none"> • Diversion Specialist • Counselor • Victim-Offender Mediator • Law Enforcement 	07/01/19	02/28/23
(3) Goal 3:	To increase family functioning to support their youth with avoidance of delinquency risk factors		
Objective 3:	By the end of the period, 60% of parents will report an increase in family functioning, social support, and attachment as s measured by pre-post results using the Protective Factors survey.		
		Timeline	

Project activities that support the identified goal and objectives	Responsible staff/ partners	Start Date	End Date
<ul style="list-style-type: none"> • Individual and Family Counseling • Common Sense Parenting • 24-hour Help Lines and Specialized Service Linkage 	<ul style="list-style-type: none"> • Diversion Specialist • Counselor 	07/01/19	02/28/23

Request for Proposals Additional Documents



Letter of Support and Commitment
(Non-Binding Agreement)

This Letter of Support and Commitment stands as evidence that the **Costa Mesa Police Department** and **Waymakers** intend to work together toward the mutual goal of providing Juvenile Diversion services for “at risk” youth residing in the City of Costa Mesa. Both agencies believe that the implementation of the **Youth Reinvestment Grant Program** through the City of Costa Mesa, acting as the applicant, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:


The **Costa Mesa Police Department** will coordinate the following services with **Waymakers**, through:

- Acting as the Lead Public Agency for the Youth Reinvestment Grant Program through the Board of State and Community Corrections in collaboration with the City of Costa Mesa as the Applicant and Waymakers as the Community Based Organization.
- Providing referrals of youth who are under 18 and have had contact with law enforcement or who are 18 and older and still under the continuing jurisdiction of the juvenile court to participate in Waymakers Juvenile Diversion Program to avoid deeper involvement into the juvenile justice system;

Waymakers will provide the following services to the **Costa Mesa Police Department** through:

- Impacting youth and families at the diversion level to keep at risk and low risk youth from entering the formal juvenile justice system and causing further harm. Through Juvenile Diversion, youth and their families have access to a number of components aimed at promoting accountability, restorative justice, competency development and community safety including:
 - Victim-Offender Mediation
 - Community Reparative Board-Peer Court
 - Individual, Family and Group Counseling
 - Case Management
 - Victim Restitution
 - Community Service Hours and Service Learning Projects
 - Legal Awareness Workshops
 - Career and Education Support
 - Specialized Resource Linkage
 - Referrals to Victim Assistance Program

We, the undersigned, representing the **Costa Mesa Police Department** and **Waymakers** endorse this document.



 For Hether Benjamin
 Director of Youth Development
 Waymakers

03-27-19

 Date



 For Chief Robert Sharpnack
 Costa Mesa Police Department

3/27/19

 Date



MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between **Waymakers** and the **Constitutional Rights Foundation Orange County (CRF-OC)** to assist with providing Peer Court services to students, youth and their families. Peer Court is organized by the Constitutional Rights Foundation Orange County, a non-profit organization dedicated to promoting civic literacy and youth leadership. Waymakers Juvenile Diversion Program works in conjunction with law enforcement agencies to intervene early with youth exhibiting pre-delinquent, delinquent, emotional, behavioral and/or school problems utilizing practical, individualized and cost effective early intervention services to divert youth from future illegal behavior and prevent future contact with law enforcement and the juvenile justice system. It is expressly understood and agreed by and between **Waymakers** and **CRF-OC** as follows:

It is agreed that Juvenile Diversion will:

- a) Provide CRF-OC Peer Court with qualified youth referred from law enforcement agencies under contract with Waymakers for Juvenile Diversion Services.
- b) Attend Peer Court sessions to represent youth and family.
- c) Provide case management for the completion of sanctions issued by jurors and/or judge.
- d) Participate in the CRF-OC Peer Court Advisory Committee to promote and participate the continuance of Peer Court.

It is agreed that CRF-OC will:

- a) Schedule Peer Court sessions at school sites during the school year and at the Central Justice Center during the summer months.
- b) Coordinate and communicate with school sites, judicial officers, attorney volunteers, and Waymakers regarding Peer Court session schedules and logistics.
- c) Bring all needed materials to each Peer Court session.
- d) Attend Peer Court sessions.
- e) Coordinate the CRF-OC Peer Court Advisory Committee.

In witness whereof, this Memorandum of Understanding has been executed by the parties hereto:

Hether Benjamin, LMFT
Director of Youth Development Programs
Waymakers

Date 3-28-19

Shara Beral Witkin
Executive Director
CRF-OC

Date 3-28-19



Letter of Support and Commitment
(Non-Binding Agreement)

This Letter of Support and Commitment stands as evidence that **California State University Fullerton Social Science Research Center** and **Waymakers** intend to work together toward the mutual goal of providing evaluating Juvenile Diversion services for "at risk" youth diverted from the juvenile justice system. Both agencies believe that the implementation of the **Youth Reinvestment Grant Program** through the City of Costa Mesa, acting as the lead agency representing the Central Orange County Public Safety Task Force for the application, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

California State University Fullerton Social Science Research Center will coordinate the following services with **Waymakers**, through:

- Providing evaluation service and support to Waymakers Juvenile Diversion Program to identify whether the program worked in terms of achieving its goals and objectives.

Waymakers will provide the following services to offending youth referred by:

- Impacting youth and families at the diversion level to keep at risk and low risk youth from entering the formal juvenile justice system and causing further harm. Through Juvenile Diversion, youth and their families have access to a number of components aimed at promoting accountability, restorative justice, competency development and community safety including:
 - Victim-Offender Mediation
 - Community Reparative Board-Peer Court
 - Individual, Family and Group Counseling
 - Case Management
 - Victim Restitution
 - Community Service Hours and Service Learning Projects
 - Legal Awareness Workshops
 - Career and Education Support
 - Specialized Resource Linkage
 - Referrals to Victim Assistance Program

We, the undersigned, representing **California State University Fullerton Social Science Research Center** and **Waymakers** endorse this document.



For Hether Benjamin
Director of Youth Development
Waymakers

03/28/19

Date



For Laura Gil-Trejo
Director

3/28/19

Date

APPENDIX A
Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds

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:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Waymakers	1221 E. Dyer Road Suite 120 Santa Ana, CA 92692	hbenjamin@WaymakersOC.org 949-250-0488 ext 254	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Constitutional Rights Foundation	4101 Westerly Place, Suite 101 Newport Beach, CA 92660	switkin@crfoc.org 949-679-0730 ext 102	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.

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 Tamara S. Letourneau	TITLE Acting City Manager	TELEPHONE (714) 754-5099	
STREET ADDRESS 77 Fair Drive	CITY Costa Mesa	STATE CA	ZIP CODE 92626
EMAIL ADDRESS Tamara.letourneau@costamesaca.gov			
SIGNATURE x 		DATE 3/09/19	

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 Tamara S. Letourneau	TITLE Acting City Manager	TELEPHONE NUMBER (714) 754-5099	
STREET ADDRESS 77 Fair Drive	CITY Costa Mesa	STATE CA	ZIP CODE 92626
EMAIL ADDRESS Tamara.letourneau@costamesaca.gov			
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only) X 			DATE 3/29/19

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

Name of California County or City: City of Costa Mesa

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

Budget Line Item	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$26,667	\$26,667
2. Services and Supplies	\$7,615	\$0	\$7,615
3. Professional Services	\$61,054	\$0	\$61,054
4. Non-Governmental Organization (NGO) Subcontracts	\$0	\$245,008	\$245,008
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	\$3,000	\$3,000
9. Indirect Costs	\$0	\$0	\$0
TOTAL	\$68,669	\$274,675	\$343,344

Required match for Year 1: 10%: no less than: **\$27,468** 25%: no less than: **\$68,669**

1. Salaries and Benefits

Name and Title	(% FTE or Hourly Rate) & Benefits	Match	Grant Funds	Total
TBA, Officer/ Project Coordinator	\$54.09/hour x 13.75 hrs/ month x 12 mos.= \$8,925 + benefits @ 198.79%: \$17,742 = \$26,667	\$0	\$26,667	\$26,667
TOTAL		\$0	\$26,667	\$26,667

Salaries and Benefits

Salary: Staff salary and benefits are budgeted at an hourly rate of \$54.09 plus benefits at 198.79%. The salary rate is based on the entry level salary rate, and the benefits are based on the maximum allowable benefits for this position. A Costa Mesa Officer will be assigned as the Project Coordinator to assist with start-up of the program and provide oversight and management of the proposed Juvenile Diversion Program.

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Match	Grant Funds	Total
Rental Space at Costa Mesa Police Department	180 sqf. x \$2.75 per sq. x 12 mos	\$5,940	\$0	\$0
Office Supplies	\$139.58 x 12 months	\$1,675	\$0	\$0
TOTAL		\$7,615	\$0	\$7,615

Services and Supplies Narrative:

Rental Space: In-Kind Match of space for Waymakers Restorative Justice Team to provide diversion services on site at the Costa Mesa Police Department.
Office Supplies: In-Kind Match for items necessary for the start-up of the program and daily operation of the program such as printer toner cartridges, paper, pens, binders, tabs and other office expenses for the program staff.

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Match	Grant Funds	Total
Peer Court (Grants and Fees)	Grants/ Contributions: \$7,500 + Fees (paid by some school district): \$8,000	\$15,500	\$0	\$0
Volunteer Attorney Time	41 Attorneys X \$300 per hour X 2 hours per volunteer	\$24,600	\$0	\$0
Diversion Support for bilingual services	\$1,746.16 per month X 12 months	\$20,954	\$0	\$0
TOTAL		\$61,054	\$0	\$61,054

Professional Services Narrative

The proposed budget amount for Peer Court in the amount of \$15,500 represents the estimated cost for CRF to manage and implement thirty-three (33) Peer Court sessions at seventeen (17) participating junior high and high schools throughout Orange County and four (4) Peer Court Sessions at the Central Justice Center in Santa Ana during the 2019-2020 year. Volunteer Attorney Time: \$24,600: the in kind donations represent the estimated hourly rate for volunteer attorneys to advise at thirty three (33) Peer Court Sessions at seventeen (17) participating junior high and high schools throughout Orange County and four (4) Peer Court sessions at the Central Justice Center in Santa Ana during the 2019-2020 year. This is based on the average number of volunteer attorneys in the past years, each donating two (2) hours of time per session with an average billing rate of \$300 per hour. Waymakers Juvenile Diversion: \$20,954 currently has diversion contracts with 3 cities within Central Orange County. Resources will be leveraged to provide additional support and service to participants served in the proposal. Support and service include supervisory oversight, group therapy, psycho-educational groups, career and education support, Peer Court advocacy, and translation as needed.

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Match	Grant Funds	Total
SALARIES AND BENEFITS		\$0	\$0	\$0
Diversion Supervisor: 0.40 FTE, TBA	\$4,166 X 11 mos. X 0.40 FTE=\$18,330 + benefits @ 31.25%: \$5,728= \$24,058	\$0	\$24,058	\$0
Licensed Clinical Supervisor: 0.50 FTE, TBA	\$5,417 X 11 mos. X 0.50 FTE=\$29,794 + benefits @ 19.537%: \$5,821= \$35,615	\$0	\$35,615	\$0
Counselor: 1.0 FTE, TBA	\$4,166 X 12 mos. X 1.00 FTE=\$49,992 + benefits @ 26.504%: \$13,250= \$63,242	\$0	\$63,242	\$0
Diversion Specialist: 1.0 FTE, TBA	\$3,319 X 12 mos. X 1.00 FTE=\$39,828 + benefits @ 24.367%: \$9,705=\$49,533	\$0	\$49,533	\$0
Mediator/ Case Coordinator, 0.15 FTE, Jessica Mendez	\$3,658 X 12 mos. X 0.15 FTE=\$6,584 + benefits @ 26.944%: \$1,774=\$8,358		\$8,358	
SERVICES AND SUPPLY				
Start-up	3 Laptops X \$1,200 each		\$3,600	\$0
	3 Printers X \$400 each		\$1,200	\$0
	Travel: \$983.61 per FTE X 3.05 FTE's		\$3,000	\$0
Training for Evidence Based Practices	\$3,270.49 per FTE X 3.05 FTE's		\$9,975	
Office/ Supplies Expenses	\$149.83 per month X 12 months		\$1,798	
Travel (Mileages)	\$218.96 miles per mo. X 12 mos. X \$0.58 per mile		\$1,524	
Liability Insurance	\$92.16 per month X 12 months		\$1,106	
Subcontract: Constitutional Rights Foundation Peer Court	\$1,576.50 per month X 12 months		\$18,918	
Evaluation	Flat rate for project workplan expectations		\$5,000	
Indirect Cost	10% of Total Salaries and Benefits: \$180,806 X 10%= \$18,081		\$18,081	
TOTALS		\$0	\$245,008	\$245,008

Non-Governmental Organizations (NGO) Subcontracts Narrative

The NGO budget of \$245,008 for Year 1 is based on a Program structure of 3.05 FTE and includes: Diversion Supervisor: 0.40 FTE, Licensed Clinical Supervisor: 0.50 FTE, Counselor: 1.0 FTE, Diversion Specialist 1.0 FTE and Mediator 0.15 FTE. The NGO salaries are based on the anticipated salary rates for the above mentioned positions during Year 1. The Diversion Supervisor and the Licensed Clinical Supervisor are anticipated to work during the first year for approximately 11 months. The total proposed salary cost for Year 1 is \$144,528.

The Benefits are calculated for each employee based on their individual circumstances. Overall, the total anticipated benefit cost for the NGO is \$36,278, or approx 25.10% of total salaries. The benefits are provided to the staff in accordance with both state and federal requirements, and the Waymakers Employee Benefit Program. The key components are as follows: Social Security/Medicare (7.65% of salary), Worker's Compensation Insurance (0.55% of salary), State Unemployment Insurance is budgeted at 4.5% of the first \$7,000 of each employee's annual salary, retirement plan (4% of salaries for eligible employees), Group Insurance benefits including: medical, dental, vision are provided to eligible employees, paid leave payout (1% of total salaries). Paid Leave includes: vacation, sick leave and personal leave.

The Services and Supply costs are based on estimated costs needed for the operation of the proposed program. They are based on historical costs incurred in similar projects, adjusted for inflation and other known or anticipated changes. Start-up cost: \$7,800 and includes: 3 laptops (\$3,600), 3 printers (\$1,200) and Travel (\$3,000). The laptops and the printers will be used by the staff to complete the daily tasks. Training for Evidenced Based Practices: \$9,975: Functional Family Therapy, is a family-based prevention and intervention program for at-risk youths ages 11 to 18. The treatment group had lower recidivism rates. The effective rated program had a positive effect on youth by reducing risky behavior, increasing strengths, and by improving functioning across key life domains. The benefits of this program, which included benefits to both crime victims and taxpayers, were calculated to be \$36,241 per youth. Office Supplies/Expenses: \$1,798. These funds will be used for items necessary for the daily operation of the program. Travel/Mileages: \$1,524 for mileage reimbursement to program staff for attending meetings and other program activities that involve the use of a personal vehicle based on the IRS rate of \$0.58 per mile. Liability Insurance: \$1,106. These funds will cover an allocated portion of the Agency's overall cost for General and Professional Liability Insurance including Owned and Non-Owned Automobile Insurance, Directors and Officers Insurance including Errors and Omissions insurance, Fidelity Bond, and Property Insurance. Sexual misconduct insurance is included as part of the general liability insurance. This allocation is based on this program's proposed FTEs in proportion to the total agency's FTEs.

Subcontract: Constitutional Rights Foundation Peer Court: \$18,918 (CRF-OC) assists with providing Peer Court services to students and qualified youth referred from law enforcement agencies under contract with Waymakers for Juvenile Diversion Services. Peer Court is organized by the Constitutional Rights Foundation Orange County, a non-profit organization dedicated to promoting civic literacy and youth leadership. CRF will coordinate and communicate with school sites, judicial officers, attorney volunteers, and Waymakers regarding Peer Court session schedules and logistics.

Evaluator: \$5,000 California State University Fullerton Social Science Resource Center will provide evaluation service and support to Waymakers Juvenile Diversion Program to identify whether the program is successful in terms of achieving its goals and objectives. The Social Science Research Center provides research services to campus and community organizations. As a university-based center, the SSRC is fundamentally concerned with providing high-quality research services utilizing state-of-the-art hardware, software and methodology. The Center assists non-profit and tax-supported agencies and organizations to conduct methodologically sound studies to answer policy-relevant research questions. The motto of the Center is, "Applied Research in the Public Interest."

Indirect costs: \$18,081 are budgeted based on 10% of total direct program salaries and benefits, and include the following administrative costs needed to support the program: salaries, benefits, office supplies/expenses, audit, rent, etc.

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
BSCC Grant Travel		\$0	\$3,000	\$0
TOTAL		\$0	\$3,000	\$3,000

Other (Travel, Training, etc.) Narrative:

\$3,000 is budgeted in Year one for per diem travel for airline travel, hotel accomodation, food for a BSCC Grantee Orientation to be educated on how to maintain compliance with BSCC Youth Reinvestment Grant program reporting requirements.

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: \$27,468 25%, no less than: \$68,669				
1) Indirect costs will be charged as 10% of total direct salaries and wages. Total indirect costs cannot exceed:	\$2,667	\$0	\$0	\$0
2) Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment). Total indirect costs cannot exceed:	\$13,734	\$0	\$0	\$0
<i>If the amount entered above turns red, adjust it to not exceed the line-item limit noted:</i> TOTAL		\$0	\$0	\$0

Indirect Costs Narrative:

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

Name of California County or City: City of Costa Mesa

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

Budget Line Item	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$24,244	\$24,244
2. Services and Supplies	\$6,363	\$0	\$6,363
3. Professional Services	\$59,318	\$0	\$59,318
4. Non-Governmental Organization (NGO) Subcontracts	\$0	\$238,478	\$238,478
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	\$0	\$0
TOTAL	\$65,681	\$262,722	\$328,403

Required match for Year 2: 10%: no less than: **\$26,272** 25%: no less than: **\$65,681**

1. Salaries and Benefits

Name and Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Match	Grant Funds	Total
TBA, Officer/ Project Coordinator	\$54.09/hour x 12.50 hrs/ month x 12 mos.= \$8,114 + benefits @ 198.79%: \$16,130 = \$24,244	\$0	\$24,244	\$0
TOTAL		\$0	\$24,244	\$24,244

Salaries and Benefits

Salary: Staff salary and benefits are budgeted at an hourly rate of \$54.09 plus benefits at 198.79%. The salary rate is based on the entry level salary rate, and the benefits are based on the maximum allowable benefits for this position. A Costa Mesa Officer will be assigned as the Project Coordinator to provide oversight and management of the proposed Juvenile Diversion Program.

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Match	Grant Funds	Total
Rental Space at Costa Mesa Police Department	180 sqf. x \$2.75 per sq. x 12 mos	\$5,940	\$0	\$0
Office Supplies	\$35.25 x 12 months	\$423	\$0	\$0
TOTAL		\$6,363	\$0	\$6,363

Services and Supplies Narrative:

Rental Space: In-Kind Match of space for Waymakers Restorative Justice Team to provide diversion services on site at the Costa Mesa Police Department.
Office Supplies: In-Kind Match for items necessary for the daily operation of the program such as printer toner cartridges, paper, pens, binders, tabs and other office expenses for the program staff.

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Match	Grant Funds	Total
Peer Court (Grants and Fees)	Grants/ Contributions: \$7,500 + Fees (paid by some school district): \$8,000	\$15,500	\$0	\$0
Volunteer Attorney Time	41 Attorneys X \$300 per hour X 2 hours per volunteer	\$24,600	\$0	\$0
Diversion Support for bilingual services	\$1,601.5 per month X 12 months	\$19,218	\$0	\$0
TOTAL		\$59,318	\$0	\$59,318

Professional Services Narrative

The proposed budget amount for Peer Court in the amount of \$15,500 represents the estimated cost for CRF to manage and implement thirty-three (33) Peer Court sessions at seventeen (17) participating junior high and high schools throughout Orange County and four (4) Peer Court Sessions at the Central Justice Center in Santa Ana during the 2020-2021 year.
Volunteer Attorney Time: \$24,600: the in-kind donations represent the estimated hourly rate for volunteer attorneys to advise at thirty three (33) Peer Court Sessions at seventeen (17) participating junior high and high schools throughout Orange County and four (4) Peer Court sessions at the Central Justice Center in Santa Ana during the 2020-2021 year. This is based on the average number of volunteer attorneys in the past years, each donating two (2) hours of time per session with an average billing rate of \$300 per hour.
Waymakers Juvenile Diversion: \$19,218 currently has diversion contracts with 3 cities within Central Orange County. Resources will be leveraged to provide additional support and service to participants served in the proposal. Support and service include supervisory oversight, group therapy, psycho-educational groups, career and education support, Peer Court advocacy, and translation as needed.

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Match	Grant Funds	Total
Diversion Supervisor: 0.40 FTE, TBA	\$3,418.83 X 12 mos. X 0.40 FTE=\$20,596 + benefits @ 31.666%: \$6,522=\$27,118	\$0	\$27,118	\$0
Licensed Clinical Supervisor: 0.50 FTE, TBA	\$5,579.67 X 12 mos. X 0.50 FTE=\$33,478 + benefits @ 23.974%: \$8,026=\$41,504	\$0	\$41,504	\$0
Counselor: 1.0 FTE, TBA	\$4,291 X 12 mos. X 1.00 FTE=\$51,492 + benefits @ 26.859%: \$13,830=\$65,322	\$0	\$65,322	\$0
Diversion Specialist: 1.0 FTE, TBA	\$3,418.58 X 12 mos. X 1.00 FTE=\$41,023 + benefits @ 28.867%: \$11,842=\$52,865	\$0	\$52,865	\$0
Mediator/ Case Coordinator, 0.15 FTE, Jessica Mendez	\$3,767.78 X 12 mos. X 0.15 FTE=\$6,782 + benefits @ 27.293%: \$1,851=\$8,633		\$8,633	
SERVICES AND SUPPLY		\$0	\$0	\$0
Office/ Supplies Expenses	\$158.33 per month X 12 months		\$1,900	\$0
Travel (Mileages)	\$218.96 miles per mo. X 12 mos. X \$0.58 per mile		\$1,524	
Liability Insurance	\$95.83 per month X 12 months		\$1,150	
Subcontract: Constitutional Rights Foundation Peer Court	\$1,576.50 per month X 12 months		\$18,918	
Indirect Cost	10% of Total Salaries and Benefits: \$195,442 X 10%=\$19,544		\$19,544	
TOTALS		\$0	\$238,478	\$238,478

Non-Governmental Organizations (NGO) Subcontracts Narrative

The NGO budget of \$238,478 for Year 2 is based on a Program structure of 3.05 FTE and includes: Diversion Supervisor: 0.40 FTE, Licensed Clinical Supervisor: 0.50 FTE, Counselor: 1.0 FTE, Diversion Specialist 1.0 FTE and Mediator 0.15 FTE. The NGO salaries are based on the anticipated salary rates for the above mentioned positions during Year 2. The total proposed salary cost for Year 2 is \$153,371.

The Benefits are calculated for each employee based on their individual circumstances. Overall, the total anticipated benefit cost for the NGO is \$42,071, or approx 27.43% of total salaries. The benefits are provided to the staff in accordance with both state and federal requirements, and the Waymakers Employee Benefit Program. The key components are as follows: Social Security/Medicare (7.65% of salary), Worker's Compensation Insurance (0.55% of salary), State Unemployment Insurance is budgeted at 4.5% of the first \$7,000 of each employee's annual salary, retirement plan (4% of salaries for eligible employees), Group Insurance benefits including: medical, dental, vision are provided to eligible employees, paid leave payout (1% of total salaries). Paid Leave includes: vacation, sick leave and personal leave.

The Services and Supply costs are based on estimated costs needed for the operation of the proposed program. They are based on historical costs incurred in similar projects, adjusted for inflation and other known or anticipated changes. Office Supplies/Expenses: \$1,900. These funds will be used for items necessary for the daily operation of the program. Travel/Mileages: \$1,524 for mileage reimbursement to program staff for attending meetings and other program activities that involve the use of a personal vehicle based on the IRS rate of \$0.58 per mile. Liability Insurance: \$1,150. These funds will cover an allocated portion of the Agency's overall cost for General and Professional Liability Insurance including Owned and Non-Owned Automobile Insurance, Directors and Officers Insurance including Errors and Omissions insurance, Fidelity Bond, and Property Insurance. Sexual misconduct insurance is included as part of the general liability insurance. This allocation is based on this program's proposed FTEs in proportion to the total agency's FTEs.

Subcontract: Constitutional Rights Foundation Peer Court: \$18,918 (CRF-OC) assists with providing Peer Court services to students and qualified youth referred from law enforcement agencies under contract with Waymakers for Juvenile Diversion Services. Peer Court is organized by the Constitutional Rights Foundation Orange County, a non-profit organization dedicated to promoting civic literacy and youth leadership. CRF will coordinate and communicate with school sites, judicial officers, attorney volunteers, and Waymakers regarding Peer Court session schedules and logistics.

Indirect costs: \$19,544 are budgeted based on 10% of total direct program salaries and benefits, and include the following administrative costs needed to support the program: salaries, benefits, office supplies/expenses, audit, rent, etc.

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: \$26,272 25%, no less than: \$65,681				
1)	Indirect costs will be charged as 10% of total direct salaries and wages. Total indirect costs cannot exceed:	\$2,424	\$0	\$0
2)	Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment). Total indirect costs cannot exceed:	\$13,136	\$0	\$0
<i>If the amount entered above turns red, adjust it to not exceed the line-item limit noted:</i> TOTAL		\$0	\$0	\$0

Indirect Costs Narrative:

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

Name of California County or City: City of Costa Mesa

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

Budget Line Item	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$24,244	\$24,244
2. Services and Supplies	\$6,363	\$0	\$6,363
3. Professional Services	\$61,278	\$0	\$61,278
4. Non-Governmental Organization (NGO) Subcontracts	\$0	\$246,321	\$246,321
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	\$0	\$0
TOTAL	\$67,641	\$270,565	\$338,206

Required match for Year 3: 10%: no less than: **\$27,057** 25%: no less than: **\$67,641**

1. Salaries and Benefits

Name and Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Match	Grant Funds	Total
TBA, Officer/ Project Coordinator	\$54.09/hour x 12.50 hrs/ month x 12 mos.= \$8,114 + benefits @ 198.79%: \$16,130 = \$24,244	\$0	\$24,244	\$24,244
TOTAL		\$0	\$24,244	\$24,244

Salaries and Benefits

Salary: Staff salary and benefits are budgeted at an hourly rate of \$54.09 plus benefits at 198.79%. The salary rate is based on the entry level salary rate, and the benefits are based on the maximum allowable benefits for this position. A Costa Mesa Officer will be assigned as the Project Coordinator to provide oversight and management of the proposed Juvenile Diversion Program.

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Match	Grant Funds	Total
Rental Space at Costa Mesa Police Department	180 sqf. x \$2.75 per sq. x 12 mos	\$5,940	\$0	\$0
Office Supplies	\$35.25 x 12 months	\$423	\$0	\$0
TOTAL		\$6,363	\$0	\$6,363

Services and Supplies Narrative:

Rental Space: In-Kind Match of space for Waymakers Restorative Justice Team to provide diversion services on site at the Costa Mesa Police Department.
Office Supplies: In-Kind Match for items necessary for the daily operation of the program such as printer toner cartridges, paper, pens, binder, tabs and other office expenses for the program staff.

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Match	Grant Funds	Total
Peer Court (Grants and Fees)	Grants/ Contributions: \$7,500 + Fees (paid by some school district): \$8,000	\$15,500	\$0	\$0
Volunteer Attorney Time	41 Attorneys X \$300 per hour X 2 hours per volunteer	\$24,600	\$0	\$0
Diversion Support for bilingual services	\$1,764.83 per month X 12 months	\$21,178	\$0	\$0
TOTAL		\$61,278	\$0	\$61,278

Professional Services Narrative

The proposed budget amount for Peer Court in the amount of \$15,500 represents the estimated cost for CRF to manage and implement thirty-three (33) Peer Court sessions at seventeen (17) participating junior high and high schools throughout Orange County and four (4) Peer Court Sessions at the Central Justice Center in Santa Ana during the 2021-2022 year.

Volunteer Attorney Time: \$24,600: the in kind donations represent the estimated hourly rate for volunteer attorneys to advise at thirty three (33) Peer Court Sessions at seventeen (17) participating junior high and high schools throughout Orange County and four (4) Peer Court sessions at the Central Justice Center in Santa Ana during the 2021-2022 year. This is based on the average number of volunteer attorneys in the past years, each donating two (2) hours of time per session with an average billing rate of \$300 per hour. Waymakers Juvenile Diversion: \$21,178 currently has diversion contracts with 3 cities within Central Orange County. Resources will be leveraged to provide additional support and service to participants served in the proposal. Support and service include supervisory oversight, group therapy, psycho-educational groups, career and education support, Peer Court advocacy, and translation as needed.

4. Non-Governmental Organizations (NGO) Subcontracts				
Description of Subcontract	Calculation for Expenditure	Match	Grant Funds	Total
Diversion Supervisor: 0.40 FTE, TBA	\$4,419.58 X 12 mos. X 0.40 FTE=\$21,214+ benefits @ 32.563%: \$6,908= \$28,122	\$0	\$28,122	\$0
Licensed Clinical Supervisor: 0.50 FTE, TBA	\$5,747 X 12 mos. X 0.50 FTE=\$34,482+ benefits @ 24.651%: \$8,500= \$42,982		\$42,982	
Counselor: 1.0 FTE, TBA	\$4,419.75 X 12 mos. X 1.00 FTE=\$53,037 + benefits @ 27.618%: \$14,648= \$67,685		\$67,685	
Diversion Specialist: 1.0 FTE, TBA	\$3,521.17 X 12 mos. X 1.00 FTE=\$42,254 + benefits @ 29.682%: \$12,542=\$54,796		\$54,796	
Mediator/ Case Coordinator, 0.15 FTE, Jessica Mendez	\$3,880.56 X 12 mos. X 0.15 FTE=\$6,985 + benefits @28.06%: \$1,960=\$8,945		\$8,945	
SERVICES AND SUPPLY				
Office/ Supplies Expenses	\$158.33 per month X 12 months		\$1,900	
Travel (Mileages)	\$218.96 miles per mo. X 12 mos. X \$0.58 per mile	\$0	\$1,524	
Liability Insurance	\$99.66 per month X 12 months	\$0	\$1,196	\$0
Subcontract: Constitutional Rights Foundation Peer Court	\$1,576.50 per month X 12 months		\$18,918	\$0
Indirect Cost	10% of Total Salaries and Benefits: \$202,530 X 10%= \$20,253		\$20,253	
TOTALS		\$0	\$246,321	\$246,321

Non-Governmental Organizations (NGO) Subcontracts Narrative

The NGO budget of \$246,321 for Year 3 is based on a Program structure of 3.05 FTE and includes: Diversion Supervisor: 0.40 FTE, Licensed Clinical Supervisor: 0.50 FTE, Counselor: 1.0 FTE, Diversion Specialist 1.0 FTE and Mediator 0.15 FTE. The NGO salaries are based on the anticipated salary rates for the above mentioned positions during Year 3. The total proposed salary cost for Year 3 is \$157,972.

The Benefits are calculated for each employee based on their individual circumstances. Overall, the total anticipated benefit cost for the NGO is \$44,558, or approx 28.206% of total salaries. The benefits are provided to the staff in accordance with both state and federal requirements, and the Waymakers Employee Benefit Program. The key components are as follows: Social Security/Medicare (7.65% of salary), Worker's Compensation Insurance (0.55% of salary), State Unemployment Insurance is budgeted at 4.5% of the first \$7,000 of each employee's annual salary, retirement plan (4% of salaries for eligible employees), Group Insurance benefits including: medical, dental, vision are provided to eligible employees, paid leave payout (1% of total salaries). Paid Leave includes: vacation, sick leave and personal leave.

The Services and Supply costs are based on estimated costs needed for the operation of the proposed program. They are based on historical costs incurred in similar projects, adjusted for inflation and other known or anticipated changes. Office Supplies/Expenses: \$1,900. These funds will be used for items necessary for the daily operation of the program. Travel/Mileages: \$1,524 for mileage reimbursement to program staff for attending meetings and other program activities that involve the use of a personal vehicle based on the IRS rate of \$0.58 per mile. Liability Insurance: \$1,196. These funds will cover an allocated portion of the Agency's overall cost for General and Professional Liability Insurance including Owned and Non-Owned Automobile Insurance, Directors and Officers Insurance including Errors and Omissions insurance, Fidelity Bond, and Property Insurance. Sexual misconduct insurance is included as part of the general liability insurance. This allocation is based on this program's proposed FTEs in proportion to the total agency's FTEs.

Subcontract: Constitutional Rights Foundation Peer Court: \$18,918 (CRF-OC) assists with providing Peer Court services to students and qualified youth referred from law enforcement agencies under contract with Waymakers for Juvenile Diversion Services. Peer Court is organized by the Constitutional Rights Foundation Orange County, a non-profit organization dedicated to promoting civic literacy and youth leadership. CRF will coordinate and communicate with school sites, judicial officers, attorney volunteers, and Waymakers regarding Peer Court session schedules and logistics.

Indirect costs: \$20,253 are budgeted based on 10% of total direct program salaries and benefits, and include the following administrative costs needed to support the program: salaries, benefits, office supplies/expenses, audit, rent, etc.

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

Data Collection

7. Project Evaluation

Description	Match	Grant Funds	Total
	\$0	\$0	\$0
TOTAL		\$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 <u>only one</u> of options 1) or 2) listed below.		Match	Grant Funds	Total
*Required match for Year 3: 10%, no less than: \$27,057 25%, no less than: \$67,641				
1)	Indirect costs will be charged as 10% of total direct salaries and wages. Total indirect costs cannot exceed:	\$2,424	\$0	\$0
2)	Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment). Total indirect costs cannot exceed:	\$13,528	\$0	\$0
<i>If the amount entered above turns red, adjust it to not exceed the line-item limit noted:</i> TOTAL		\$0	\$0	\$0

Indirect Costs Narrative:

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

Name of California County or City: City of Costa Mesa

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	\$21,845	\$21,845
2. Services and Supplies	\$5,023	\$0	\$5,023
3. Professional Services	\$42,987	\$0	\$42,987
4. Non-Governmental Organization (NGO) Subcontracts	\$0	\$170,193	\$170,193
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	\$0	\$0
TOTAL	\$48,010	\$192,038	\$240,048

Required match for Year 4: 10%: no less than: **\$19,204** 25%: no less than: **\$48,010**

1. Salaries and Benefits

Name and Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Match	Grant Funds	Total
TBA, Officer/ Project Coordinator	\$54.09/hour x 16.90 hrs/ month x 8 mos.= \$7,313 + benefits @ 198.72%: \$ = \$14,532	\$0	\$21,845	\$21,845
TOTAL		\$0	\$21,845	\$21,845

Salaries and Benefits

Salary: Staff salary and benefits are budgeted at an hourly rate of \$54.09 plus benefits at 198.79%. The salary rate is based on the entry level salary rate, and the benefits are based on the maximum allowable benefits for this position. A Costa Mesa Officer will be assigned as the Project Coordinator to provide oversight, management and close out of the proposed Juvenile Diversion Program.

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Match	Grant Funds	Total
Rental Space at Costa Mesa Police Department	180 sqf. x \$3.00 per sq. x 8 mos	\$4,320	\$0	\$0
Office Supplies/ Expenses	\$87.87 x 8 months	\$703	\$0	\$0
TOTAL		\$5,023	\$0	\$5,023

Services and Supplies Narrative:

Rental Space: In-Kind Match of space for Waymakers Restorative Justice Team to provide diversion services on site at the Costa Mesa Police Department.
Office Supplies: In-Kind Match for items necessary for the daily operation of the program such as printer toner cartridges, paper, pens, binders, tabs and other office expenses for the program staff.

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Match	Grant Funds	Total
Peer Court (Grants and Fees)	Grants/ Contributions: \$5,000 + Fees (paid by some school district): \$5,333	\$10,333	\$0	\$0
Volunteer Attorney Time	\$300 per hour X 41 Attorneys X 1.3333 hours	\$16,400	\$0	\$0
Diversion Support for bilingual services	\$2,031.75 per month X 8 months	\$16,254	\$0	\$0
TOTAL		\$42,987	\$0	\$42,987

Professional Services Narrative

The proposed budget amount for Peer Court in the amount of \$10,333 represents the estimated cost for CRF to manage and implement twenty-two (22) Peer Court sessions at seventeen (17) participating junior high and high schools throughout Orange County and four (4) Peer Court Sessions at the Central Justice Center in Santa Ana during the 2022-2023 year.
Volunteer Attorney Time: \$16,400: the in kind donations represent the estimated hourly rate for volunteer attorneys to advise at twenty two (22) Peer Court Sessions at seventeen (17) participating junior high and high schools throughout Orange County and four (4) Peer Court sessions at the Central Justice Center in Santa Ana during the 2022-2023 year. This is based on the average number of volunteer attorneys in the past years, each donating between 1-2 hours of time per session with an average billing rate of \$300 per hour.
Waymakers Juvenile Diversion: \$16,254 currently has diversion contracts with 3 cities within Central Orange County. Resources will be leveraged to provide additional support and service to participants served in the proposal. Support and service include supervisory oversight, group therapy, psycho-educational groups, career and education support, Peer Court advocacy, and translation as needed.

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Match	Grant Funds	Total
Diversion Supervisor: 0.40 FTE, TBA	\$4,552.19 X 8 mos. X 0.40 FTE=\$14,567 + benefits @ 34.008%: \$4,954=\$19,521	\$0	\$19,521	\$0
Licensed Clinical Supervisor: 0.50 FTE, TBA	\$5,919.5 X 8 mos. X 0.50 FTE=\$23,678 + benefits @ 25.741%: \$6,095=\$29,773		\$29,773	
Counselor: 1.0 FTE, TBA	\$4,552.38 X 8 mos. X 1.00 FTE=\$36,419 + benefits @ 28.842%: \$10,504=\$46,923		\$46,923	
Diversion Specialist: 1.0 FTE, TBA	\$3,626.75 X 8 mos. X 1.00 FTE=\$29,014 + benefits @ 30.999%: \$8,994=\$38,008		\$38,008	
Mediator/ Case Coordinator, 0.15 FTE, Jessica Mendez	\$3,996.67 X 8 mos. X 0.15 FTE=\$4,796 + benefits @ 29.316%: \$1,406=\$6,202		\$6,202	
SERVICES AND SUPPLY				
Office/ Supplies Expenses	\$158.37 per month X 8 months		\$1,267	
Travel (Mileages)	\$218.96 miles per mo. X 8 mos. X \$0.58 per mile		\$1,016	
Liability Insurance	\$103.75 per month X 8 months		\$830	
Subcontract: Constitutional Rights Foundation Peer Court	\$1,576.25 per month X 8 months		\$12,610	
Indirect Cost	10% of Total Salaries and Benefits: \$140,427 X 10%=\$14,043		\$14,043	\$0
TOTALS		\$0	\$170,193	\$170,193

Non-Governmental Organizations (NGO) Subcontracts Narrative

The NGO budget of \$170,193 for Year 4 (8 months) is based on a Program structure of 3.05 FTE and includes: Diversion Supervisor: 0.40 FTE, Licensed Clinical Supervisor: 0.50 FTE, Counselor: 1.0 FTE, Diversion Specialist 1.0 FTE and Mediator 0.15 FTE. The NGO salaries are based on the anticipated salary rates for the above mentioned positions during Year 4. The total proposed salary cost for Year 4 is \$108,474.

The Benefits are calculated for each employee based on their individual circumstances. Overall, the total anticipated benefit cost for the NGO is \$31,953, or approx 29.46% of total salaries. The benefits are provided to the staff in accordance with both state and federal requirements, and the Waymakers Employee Benefit Program. The key components are as follows: Social Security/Medicare (7.65% of salary), Worker's Compensation Insurance (0.55% of salary), State Unemployment Insurance is budgeted at 4.5% of the first \$7,000 of each employee's annual salary, retirement plan (4% of salaries for eligible employees), Group Insurance benefits including: medical, dental, vision are provided to eligible employees, paid leave payout (1% of total salaries). Paid Leave includes: vacation, sick leave and personal leave.

The Services and Supply costs are based on estimated costs needed for the operation of the proposed program. They are based on historical costs incurred in similar projects, adjusted for inflation and other known or anticipated changes.

Office Supplies/Expenses: \$1,267. These funds will be used for items necessary for the daily operation of the program. Travel/Mileages: \$1,016 for mileage reimbursement to program staff for attending meetings and other program activities that involve the use of a personal vehicle based on the IRS rate of \$0.58 per mile. Liability Insurance: \$830. These funds will cover an allocated portion of the Agency's overall cost for General and Professional Liability Insurance including Owned and Non-Owned Automobile Insurance, Directors and Officers Insurance including Errors and Omissions insurance, Fidelity Bond, and Property Insurance. Sexual misconduct insurance is included as part of the general liability insurance. This allocation is based on this program's proposed FTEs in proportion to the total agency's FTEs.

Subcontract: Constitutional Rights Foundation Peer Court: \$12,610 (CRF-OC) assists with providing Peer Court services to students and qualified youth referred from law enforcement agencies under contract with Waymakers for Juvenile Diversion Services. Peer Court is organized by the Constitutional Rights Foundation Orange County, a non-profit organization dedicated to promoting civic literacy and youth leadership. CRF will coordinate and communicate with school sites, judicial officers, attorney volunteers, and Waymakers regarding Peer Court session schedules and logistics.

Indirect costs: \$14,043 are budgeted based on 10% of total direct program salaries and benefits, and include the following administrative costs needed to support the program: salaries, benefits, office supplies/expenses, audit, rent, etc.

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: \$19,204 25%, no less than: \$48,010				
1)	Indirect costs will be charged as 10% of total direct salaries and wages. Total indirect costs cannot exceed:	\$2,184.50	\$0	\$0
2)	Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment). Total indirect costs cannot exceed:	\$9,601.90	\$0	\$0
<i>If the amount entered above turns red, adjust it to not exceed the line-item limit noted:</i> TOTAL		\$0	\$0	\$0

Indirect Costs Narrative:

Section 4: Youth Reinvestment Grant - Program Budget

Name of California County or City: City of Costa Mesa

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	\$26,667	\$26,667
2. Services and Supplies	\$7,615	\$0	\$7,615
3. Professional Services	\$61,054	\$0	\$61,054
4. Non-Governmental Organization (NGO) Subcontracts	\$0	\$245,008	\$245,008
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	\$3,000	\$3,000
9. Indirect Costs	\$0	\$0	\$0
TOTAL	\$68,669	\$274,675	\$343,344

Required match Year 1: 10%: no less than: \$27,468 25%: no less than: \$68,669

Year 2 Program Budget (7/1/20 - 6/30/21)	Match	Grant Funds	Total
1. Salaries and Benefits	\$0	\$24,244	\$24,244
2. Services and Supplies	\$6,363	\$0	\$6,363
3. Professional Services	\$59,318	\$0	\$59,318
4. Non-Governmental Organization (NGO) Subcontracts	\$0	\$238,478	\$238,478
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	\$0	\$0
TOTAL	\$65,681	\$262,722	\$328,403

Required match Year 2: 10%: no less than: \$26,272 25%: no less than: \$65,681

Year 3 Program Budget (7/1/21 - 6/30/22)		Match	Grant Funds	Total
1. Salaries and Benefits		\$0	\$24,244	\$24,244
2. Services and Supplies		\$6,363	\$0	\$6,363
3. Professional Services		\$61,278	\$0	\$61,278
4. Non-Governmental Organization (NGO) Subcontracts		\$0	\$246,321	\$246,321
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	\$0	\$0
TOTAL		\$67,641	\$270,565	\$338,206
Required match Year 3: 10%: no less than: \$27,057 25%: no less than: \$67,641				

Year 4 Program Budget ((8 Months) 7/1/22 - 2/28/23)		Match	Grant Funds	Total
1. Salaries and Benefits		\$0	\$21,845	\$21,845
2. Services and Supplies		\$5,023	\$0	\$5,023
3. Professional Services		\$42,987	\$0	\$42,987
4. Non-Governmental Organization (NGO) Subcontracts		\$0	\$170,193	\$170,193
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	\$0	\$0
TOTAL		\$48,010	\$192,038	\$240,048
Required match Year 4: 10%: no less than: \$19,204 25%: no less than: \$48,010				

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	