

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH NEW HOPE FOR YOUTH  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and New Hope for Youth, a California nonprofit corporation ("Consultant").

**R E C I T A L S**

A. City desires to obtain a street outreach and crisis response team to provide neighborhood climate checks, cold street outreach, victim support services, re-entry and diversion services, case management, whole family support, and pro-social activities using the Credible Messenger Model.

B. City desires to retain a qualified agency to conduct the services described above in accordance with the Scope of Services as more particularly set for in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

**2. COMPENSATION**

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for

the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one million two-hundred thousand dollars and no cents (\$1,200,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number JL 09769-5368 and 090401-5368.

### **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

### **4. INDEMNITY**

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section

17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

## **6. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

## **7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Consultant Representative:

Program Manager  
Violence Prevention Partnership  
415 Steele Lane  
Santa Rosa, CA 95403  
(707) 543-4696

Phillip Rodriguez, President/CEO  
117 Bernal Road, 70-311  
San Jose, CA 95119-1375  
(408) 854-9166

## **8. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

**9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

**10. SUCCESSORS AND ASSIGNS**

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

**11. TERM, SUSPENSION, TERMINATION**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

**12. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2026.

**13. STANDARD OF PERFORMANCE**

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

#### 14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

#### 15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes  no (*check one*)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## **16. CONFIDENTIALITY OF CITY INFORMATION**

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **17. CONSULTANT INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether

received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **18. MISCELLANEOUS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the 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 of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any

such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## **19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing nonprofit public benefit corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

## **20. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

Name of Firm: New Hope for Youth

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify): a nonprofit corporation

*Signatures of Authorized Persons:*

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

Print Name: Phillip Rodriguez

Title: President/CEO

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

Print Name: Matt Stanek

Title: President/CEO

City of Santa Rosa Business Tax Cert. No.

N/A

**Attachments:**

- Attachment One - Insurance Requirements
- Exhibit A – Scope of Services
- Exhibit B – Budget

**CITY OF SANTA ROSA**  
a Municipal Corporation

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

Print Name: Maraskeshia Smith

Title: City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

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

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
  - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## Project Approach and Work Plan

New Hope for Youth's (NHFY) proposed Street Outreach and Crisis Response (SOCR) services are aligned with the City of Santa Rosa Violence Prevention Partnership's public health and trauma informed framework that provides the structure for the youth and gang violence prevention and intervention services to be funded under this agreement. NHFY will implement the SOCR Program services using the Credible Messenger model with trained staff who are mentors and are familiar with or have passed through the justice system and sustainably transformed their lives. NHFY staff will be selected because they are dedicated to giving back to help others. Their life experience provides them with a special ability to connect with younger, justice involved youth.

From the same background and speaking the same language, Credible Messengers are able to break through to these individuals and form powerful, transformative, personal relationships. With the development of trust over time, they provide these young people a living example of hope and opportunity and are able to equip them with new tools to manage their emotions and behavior and thus change their lives. The direct services will consist of the following components:

1. Street Outreach and Crisis Response for which staff will implement the following evidence-informed practices/activities:
  - a. Youth contact and engagement in target neighborhoods – NHFY staff drive into the neighborhoods, and meet target population youth where they are, in places where they congregate, at known gang hangouts in and around target neighborhoods. The Youth and Young Adult Specialists (YYAS) will continue outreach and ongoing engagement with at-risk, high-risk, gang-impacted, and gang-intentional youth through phone calls, texting, and social media; meeting them in the neighborhood for a coffee or burger; playing a pick-up game of basketball or handball with them; picking them up if they need rides to appointments; and engage friends and associates of program participants. This helps establish the connected needed to engage their interest and build trust and recruit them for enrollment in other Partnership programs and services.
  - b. Deployment of credible messengers with lived experiences to build relationships within target neighborhoods: The YYAS will conduct incremental ongoing outreach as staff builds a relationship with the target population and ongoing engagement through the same tactics of phone calls, texting and social media; meeting them in the neighborhood for a coffee or burger; playing a pick-up game of basketball or handball with them; picking them up if they need rides to appointments; and eventually connecting them with other resources that will help them get their and their family's needs met. The goal of the YYAS is to establish trust with the youth so that the youth see the YYAS as someone who listens and helps connect them with resources that meet the needs they have identified. The youth learn the YYAS can be counted on and become more willing to engage.
  - c. Crisis response and intervention: YYAS will respond to emergency calls for coordinated response to violent incidents in the target neighborhoods and/or schools.
2. Neighborhood Climate Checks: Each time NHFY staff drives into the designated neighborhood hot spots, he/she will observe any indicators of heightening gang activity or changes. For

example, checking out new or defaced graffiti is valuable. Gangs use graffiti to mark their turf, indicate future criminal activity or crimes that have already been committed, threaten other gangs, demonstrate punishment to their own members, indicate confrontation between gangs, and function as a memorial site for fallen members. The YYAS will move about the neighborhood, be present at neighborhood events, and visit community centers in the target neighborhoods and/or surrounding area assessing the climate, area activity and unsafe neighborhood conditions like graffiti, illegal dumping, and disabled streetlights. NHFY staff will follow VPP protocol in communicating needed follow-up to the appropriate department or agency.

3. Victim Support Services: SOCR Team members will engage victims of group-based and interpersonal violence, especially gang-related violence, at area hospitals or other appropriate location, to offer long-term case management and supportive services to break cycles of violence and reduce acts of retaliation.
4. Diversion and Re-Entry Services: Youth will be referred to NHFY for both Re-Entry and Diversion services since those needing Re-Entry would either be in detention at Juvenile Hall or soon to be released or recently released. Referrals would be anticipated from Probation, District Attorney's Office prosecutors, school officials and police. For the Diversion services, similarly youth would be referred by Probation, other law enforcement entities, or school officials since the youth would have committed an offense that do not make the youth a threat to public safety making him/her eligible for Diversion services.

Underlying NHFY's success in working with "the hardest to serve youth," is how it implements "best practices" throughout its service delivery. NHFY uses a strengths-based mentoring and case management process that (1) assesses the youth's needs including a risk and protective factors assessment; (2) develops a service plan based on those identified needs; (3) implements a services plan including follow-up to link the youth to appropriate services; (4) monitors the youth's progress; (5) meets monthly one-on-one with the youth at least 8 hours per month for "check-ins" and pro-social activities; and (6) advocates for the youth as needed. Each step in this process is integral to supporting the anticipated cognitive (thinking and mindset) and behavioral changes (e.g. anger management, conflict resolution vs. violence, recovery from drug use, attendance at school or skills training, improved social competency, among others).

During the initial intake assessment process, the NHFY staff and client together identify the most significant among the dynamic criminogenic needs (i.e. criminal personality, antisocial attitudes, values, and beliefs; low self-control; criminal peers; substance abuse; and dysfunctional family), since research indicates that these have the greatest influence on criminal behavior and re-offending and is the first step of the eight Risk and Responsivity Effective Practices. These are prioritized in the Individual Service Plan (ISP) and together with the youth develop action steps to achieve goals set for a healthier way of thinking and living. The ISP will also link the youth to pro-social and treatment-oriented activities provided in detention and post-release by other service providers. These integrate cognitive and behavioral interventions that address the youth's criminogenic and stability needs. As time progresses and trust develops, NHFY staff begins working with the whole family, as well as their wraparound team to help build a strong relationship with the youth. These are the first steps in changing a young person's mindset that has a history of criminal activity.

5. Whole Family Support: NHFY will implement components of the Whole Family Support Program aligned with the VPP vision and values utilizing the following evidence-informed practices/activities:
  - a. NHFY proposes to implement case management services in coordination with the proposed street outreach component, where applicable, to high-risk, gang-impacted, and gang-involved youth ages 13-18 years old and his/her family. The NHFY case management services will provide an individualized and whole family approach to developing short, intermediate, and long-term goals with youth and their parents/guardians. The YYAS will focus on providing individualized support through a comprehensive method of case management of high-risk, gang-impacted, and gang-intentional youth and their families, which ensures a successful shift away from gang involvement by the youth and help parents and families meet their basic needs. NHFY has selected the proposed case management practices because they are strength-based, incorporate evidence-based principles for practice, and are designed for use with the target population of high-risk, gang-impacted, and gang intentional youth and their families.
  - b. NHFY will facilitate Parent Education workshops and provide support to parents as they work through challenging circumstances. NHFY will draw from two curriculum that it has used for the last two years in Santa Clara County: (1) Parents in and Out (PIO), which is evidence-based for use with parents who have been incarcerated, and (2) the Active Parenting and Active Parenting of Teens, which are listed on the CEBC registry.
6. Pro-Social Activities: NHFY will plan pro-social activities that will focus on high-risk, gang-impacted, and gang-intentional youth being careful to maintain separate cohorts and not mix youth in rival gangs or peer groups. The pro-social activities provide an opportunity for the staff to build a mentoring relationship of trust with the youth. Staff become caring adults who can be counted on for support and non-judgmental guidance. The pro-social activities provide optimum recreational/educational experiences to reinforce positive peer interactions, pro-social attitudes, and improved attitudes and behaviors. NHFY will work with youth and organize participation in order NOT to mix youth from different gang affiliations, since the level of risky behaviors of gang-impacted and gang-intentional youth can lead to confrontation and disruptive situations that would deter from creating a sense of a “safe environment” for communication and peer social exchanges.

The Pro-Social Activities Program services will provide our youth with new opportunities for personal growth through exposure to social, recreational, and educational activities to new places; engage in pro-social community service activities. The pro-social activities will provide the opportunity to foster the development of life skills like showing respect to others in our words and body language, conflict resolution, stress management, and problem solving. In particular, the pro-social recreation activities will provide opportunities so that youth can learn about and appreciate new healthy leisure activities, a different social environment, and experience nature. NHFY’s mission and program model are directly aligned with the VPP values and the VPP Strategic Plan to ensure safe and healthy opportunities for Santa Rosa’s youth to realize their hopes and dreams and become successful and productive in their homes, schools, and neighborhoods. By keeping them active and engaged in pro-social activities after school

## Exhibit A – New Hope for Youth

and during school breaks, youth will have enrichment opportunities not normally available to them.

Work Schedule: NHFY's normal hours of operation will be Monday through Friday between 9:00 a.m. to 6:00 p.m. Staff will work some evening and weekend hours in response to the needed services for participating youth and parents (e.g. weekend scheduled pro-social activities, youth community service activities, and home visits). Staff receive phone calls and texts from clients and/or family members, as well as contracting agencies during regular work hours, as well as after hours, when urgent help or intervention services are needed. Staff are experienced based on existing contract to respond to after-hours requests for support, for example, scheduling phone calls or home visits with family members based on their work schedules or providing crisis intervention services.

## Exhibit A Work Plan

**Program Name:** New Hope for Youth Street Outreach and Crisis Response

**Program Goal:** To participate in the implementation of a coordinated response to community violence, offer victim services to reduce retaliatory group/gang related and interpersonal violence, offer diversionary and re-entry services to justice-involved individuals, provide whole-family support to those impacted by violence, and offer pro-social opportunities to at-risk, high-risk, and gang-impacted youth.

Program Activity/Action Steps	Timeline (may be in calendar dates or number of sessions)	Staff Involved	Outcome
Conduct Neighborhood Climate Checks	Weekly	Youth & Young Adult Specialist (YYAS)	Problems are identified and communicated to appropriate City department or
Deploy Credible Messengers to target neighborhoods	Ongoing	Youth & Young Adult Specialist	YYAS builds relationships within the target neighborhoods
Outreach to Youth and Young Adults in target neighborhoods to build rapport and engage them in services	Ongoing	Youth & Young Adult Specialist	YYAS and Program gains credibility in target neighborhood
Implement Crisis response and intervention	As needed	Program Coordinator and YYAS	Mediation and conflict resolution occurs - de-escalation
Provide Hospital-based intervention/victim support	As needed	Youth & Young Adult Specialist	Vulnerable youth, young adults, and family are connected with resources
Provide long-term case management	Start within 14 days of referral - ongoing	Youth & Young Adult Specialist	Participant accesses needed services, e.g., counseling, mental health

<b>Program Activity/Action Steps</b>	<b>Timeline (may be in calendar dates or number of sessions)</b>	<b>Staff Involved</b>	<b>Outcome</b>
Carry out Credible Messenger Mentorship services	Re-Entry - pre-release weekly post-release biweekly Diversion - weekly	Youth & Young Adult Specialist	Youth and young adults have a caring adult and mentor redirecting them toward pro-social attitudes & behaviors
Conduct group Life skills courses	12 sessions	Youth & Young Adult Specialist	Youth and young adults gain knowledge, skills and change in mindset for the better
Provide Family Case Management Services	Ongoing	Youth & Young Adult Specialist	Parents, youths, and young adults are connected to needed resources to meet their needs.
Provide Parent Education workshops and Support (English and Spanish)	Series of 12	Youth & Young Adult Specialist	Parenting skills are reinforced, and youth's and young adult's behavior improves
Conduct Family Pro-social Activities	Monthly	Youth & Young Adult Specialist	Family members improve their interpersonal skills.
Identify Youth and Young Adult Pro-Social Activities and schedule	Ongoing	Youth & Young Adult Specialist, Program Assistant	Youth and young adults voice their choices of Pro-social activities
Conduct Youth and Young Adult Pro-social Activities	Bi-weekly	Youth & Young Adult Specialist	Youth and young adults improve their interpersonal skills.

<b>Program Activity/Action Steps</b>	<b>Timeline (may be in calendar dates or number of sessions)</b>	<b>Staff Involved</b>	<b>Outcome</b>
Conduct Pro-social debriefs with self-assessment reflections	After pro-social	Youth & Young Adult Specialist	Youth and young adults improve their intrapersonal skills
Report evaluation data to City	Quarterly reports	Program Coordinator , Program Assistant, Database Mgr., and Technical Report Writer	Qualitative and Quantitative data inform Program Improvements

**EXHIBIT B**  
**Program Budget**

**Agency: New Hope for Youth**

Please provide an estimated budget for a **twelve month program**

\*New Hope for Youth acknowledges and agrees that Year 2 funding will be contingent upon satisfactory Year 1 Evaluation results as solely determined by the City.

Year 2 funding will be the same as Year 1.

**A. Personnel Costs**

Description	Santa Rosa Funding	Agency Contributions	Total Program
CEO (.10 FTE)	\$ -	\$ 17,500	\$ 17,500.00
Program Coordinator (1.0 FTE)	\$ 80,000.00		\$ 80,000.00
Youth and Young Adult Specialist (1.0 FTE)	\$ 60,320.00		\$ 60,320.00
Youth and Young Adult Specialist (1.0 FTE)	\$ 60,320.00		\$ 60,320.00
Youth and Young Adult Specialist (1.0 FTE)	\$ 60,320.00		\$ 60,320.00
Youth and Young Adult Specialist (1.0 FTE)	\$ 60,320.00		\$ 60,320.00
Program Assistant (1.0 FTE)	\$ 54,080.00		\$ 54,080.00
Total Salaries	\$ 375,360.00	\$ 17,500.00	\$ 392,860.00
Fringe	\$ 52,550.00	\$ 2,450.00	\$ 55,000.00
<b>Total Personnel Costs</b>	<b>\$ 427,910.00</b>	<b>\$ 19,950.00</b>	<b>\$ 447,860.00</b>

**B. Overhead, Operating & Other Costs**

Description	Santa Rosa Funding	Agency Match	Total Program
Overhead	\$ 54,545.00		\$ 54,545.00
Supplies -Program	\$ 2,400.00		\$ 2,400.00
Travel	\$ 11,000.00		\$ 11,000.00
VPP Wellness Event	\$ 500.00	\$ 500.00	\$ 1,000.00
Other (Specify) Rent	\$ 48,000.00	0	\$ 48,000.00
Other (Specify) Staff Training & Cert.	\$ 4,000.00		\$ 4,000.00
Other (Specify) Pro-Social Activities	\$ 15,000.00		\$ 15,000.00
Other Client Emergency Needs	\$ 6,000.00		\$ 6,000.00
Other (Specify) Insurance	\$ 6,000.00		\$ 6,000.00
Other (Specify) Printing/Copying	\$ 2,000.00		\$ 2,000.00
Other (Specify) Staff Uniforms	\$ 2,000.00		\$ 2,000.00
Other (Specify) Postage/Delivery	\$ 1,200.00		\$ 1,200.00
Other (Specify) Telephone/Internet	\$ 6,000.00		\$ 6,000.00
Other (Specify) Office supplies	\$ 2,400.00		\$ 2,400.00
Other Computer Equip./Licenses	\$ 6,000.00		\$ 6,000.00
Other Prof. Service - Database Entry & Mgmt.	\$ 3,840.00	\$ -	\$ 3,840.00

Other Bank Fees/Payroll fees	\$ 1,200.00	\$ -	\$ 1,200.00
			\$ -
			\$ -
<b>Total Operating Costs</b>	\$ 172,085.00	\$ 500.00	\$ 172,585.00

Personnel Costs	\$ 427,910.00	\$ 19,950.00	\$ 447,860.00
Overhead, Operating and other Costs	\$ 172,085.00	\$ 500.00	\$ 172,585.00
<b>Total Program Costs</b>	\$ 599,995.00	\$ 20,450.00	\$ 620,445.00

## **EXHIBIT B**

### **Program Budget Narrative**

Agency: New Hope for Youth

\*New Hope for Youth acknowledges and agrees that Year 2 funding will be contingent upon Year 2 funding will be the same as Year 1.

#### **A. Personnel Costs**

<b>Description</b>	<b>Explanation</b>
<i>CEO</i>	<i>0.10 FTE or 4 hours/week-Liaison with City, Stakeholders, Oher Agencies; provides staff training; monitors contract compliance with terms and conditions; program oversight</i>
<i>Program Coordinator</i>	<i>1.0 FTE - Provides staff supervision and support, receives referrals, program representative with other CBO service providers and schools, monitors work plan; approves expenditures requests; oversees budget.</i>
<i>Youth and Young Adult Specialist (YYAS)</i>	<i>1.0 FTE - Conducts Street Outreach, Crisis response, Case Management including intake/assessment upon referral; initial and follow-up home visits, developing with the youth the Individual Service Plan, ongoing Case Management. Plans and Conducts pro-social activities, mentors youth, conducts life skills workshops, rotates with other YYAS as facilitators for parent workshops, provides advocacy for youth, enters client data into City and NHFY database</i>
<i>Youth and Young Adult Specialist (YYAS)</i>	<i>1.0 FTE - Conducts Street Outreach, Crisis response, Case Management including intake/assessment upon referral; initial and follow-up home visits, developing with the youth the Individual Service Plan, ongoing Case Management. Plans and Conducts pro-social activities, mentors youth, conducts life skills workshops, rotates with other YYAS as facilitators for parent workshops, provides advocacy for youth, enters client data into City and NHFY database</i>
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<i>Youth and Young Adult Specialist (YYAS)</i>	<i>1.0 FTE - Conducts Street Outreach, Crisis response, Case Management including intake/assessment upon referral; initial and follow-up home visits, developing with the youth the Individual Service Plan, ongoing Case Management. Plans and Conducts pro-social activities, mentors youth, conducts life skills workshops, rotates with other YYAS as facilitators for parent workshops, provides advocacy for youth, enters client data into City and NHFY database</i>
<i>Program Assistant</i>	<i>01.0 FTE - Provides staff support; maintains program services documentation, processes approved expenditure requests; maintains on-site fiscal records, maintains supplies and equipment inventories, provides logistical support for services and activities</i>

## B. Overhead, Operating and Other Costs

Description	Explanation
Overhead	Calculated at 10% for common costs such as accounting, audit, human resources management, professional fees for evaluation, website, etc.
Supplies -Program	Materials for youth and parent group workshops, PPE - calculated at \$200/mo. x 12 mos.
Travel	Mileage at \$.67/mi. estimated at 1,368 mi./mo for approximately \$916/mo. For staff visiting youth in-custody (pre-release), home visits, travel to individual mentoring meetings, Partnership meetings, transportation of youth to scheduled activities & appointments.
VPP Wellness Event	Provide support as requested for the VPP Wellness event.
Rent	Office space for staff work areas, meeting space, records, supply storage. Calculated at \$4,000/mo x 12 mos.
Other - Staff Trning & Cert.	Provide training to staff on Credible Messenger model, Joven Noble and Girasol healing curriculum; mandated reporting; HIPPA; Livescans
Other - Pro-Social Activities	Provide social, recreational and educational activities that engage youth in new experiences and build interpersonal skills, new knowledge, and improved attitudes. Individual and small group pro-social activities in the community, in nearby recreation areas, and at the schools, which offer a "space" for mentoring and modeling pro-social behaviors (e.g. beverages with a snack at the local coffee shop or diner, Movie Night and Pizza) . Calculated at \$1,250/mo. x 12 mos.
Other - Client Emergency Needs	Assist youth and their families to meet immediate basic needs while referrals are set up and other resources are accessed, e.g. food, clothing, housing, utilities, California ID, hygiene supplies. Calculated at 40 clients/families x \$150/ea.
Other - Insurance	Required General Liability and Automobile Insurance calculated at \$500/mo. X 12 mos.
Other - Printing/Copying	Printing of program brochures, program forms, copying of employee handbook, business cards, and other requirred documents. Calculated at approximately \$167/mo. X 12 mos.
Other - Staff Uniforms	Shirts, hoodies, jackets with agency name & Logo for staff safety & identification when in the field calculatd at 6 staff x \$333 each
Other - Postage/Delivery	Stamps, UPS, Fedex for mailing of correspondence and other program official documents calculated at \$100/mo. X 12 mos.
Other - Telephone/Internet	Agency Mobile phones monthly cost, office telephones and Internet access calculated at \$500/mo. X 12 mos.
Other - Office supplies	Printer toner, paper, pens, pencils, folders, markers, labels. Calculated at \$200/mo. X 12 mos.
Other -Computer Equip./Licenses	6 laptops @ \$700/ea.= \$4,200, 1 MFC laser printer @ \$300, 6 monitors @ \$150 ea.= \$900;, accesseries (case, keyboard, mouse, docking station) @ 6 staff x \$100/ea.= \$600

<i>Other Database Entry &amp; Mgmt.</i>	<i>Outsourced Database Entry &amp; Management to generate client service reports @ \$40/hr. x 8 hrs./mo. X 12 mos.</i>
<i>Other Bank Fees/Payroll fees</i>	<i>Calculated at \$100/mo x 12 mons.</i>