# STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORIITY NUMBER (If Applicable)

SCO ID: 5227-BSCC80822

STD 213 (Rev 03/2019) BSCC 808- 22 BSCC-5227					27
1. This Agreeme	ent is entered into between the Cor	ntracting Agency and t	he Contractor named	below:	
CONTRACTING AC	GENCY NAME				
BOARD OF ST	ATE AND COMMUNITY CORREC	CTIONS			
CONTRACTOR NA	ME				
Chula Vista Po	lice Department				
	this Agreement is:				
START DATE					
JULY 1, 2022					
THROUGH END					
DECEMBER 31					
	amount of this Agreement is:				
\$1,728,456.00					
	gree to comply with the terms and		ving exhibits, attachm	ients, and apper	idices which are
EXHIBITS	nce made a part of the Agreement.	TITLE			PAGES
Exhibit A	Scope of Work				3
Exhibit B					3
Exhibit C	General Terms and Conditions (04/2017)				4
Exhibit D	Special Terms and Conditions				
Attachment 1*					
Attachment 2	Call/IR Grant Proposal				
Appendix A	CalVIP Grant Proposal  CalVIP Executive Steering Committee				
Appendix B	Criteria for Non-Governmental O		a BSCC Program Fur		2
			<u> </u>		
	ereby incorporated by reference ar				<u>grant/</u>
IN WITNESS W	/HEREOF, THIS AGREEMENT H/		BY THE PARTIES F	IERETO.	
20117712727111		CONTRACTOR			
	ME (if other than an individual, state wheth lice Department	er a corporation, partnershi	p, etc.)		
	BUSINESS ADDRESS		CITY	STATE	ZIP
315 Fourth Aver			Chula Vista	CA	91910
	OF PERSON SIGNING		TITLE		01010
Roxana Kenned			Chief of Police		
	UTHORIZED SIGNATURE		DATE SIGNED		
Ø					
		STATE OF CALIFOR	NIA		
CONTRACTING A	AGENCY NAME				
BOARD OF ST	ATE AND COMMUNITY CORREC	CTIONS			
CONTRACTING	AGENCY ADDRESS		CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200 Sacramento CA 95				95833	

TITLE

**Deputy Director** 

DATE SIGNED

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

PRINTED NAME OF PERSON SIGNING

CONTRACTING AGENCY AUTHORIZED SIGNATURE

RICARDO GOODRIDGE

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### **EXHIBIT A: SCOPE OF WORK**

## 1. GRANT AGREEMENT - CALIFORNIA VIOLENCE AND INTERVENTION (CalVIP) GRANT

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Chula Vista Police Department (hereafter referred to as the Grantee or Contractor).

#### 2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Year 2021-22 State Budget includes funding in the amount of \$209 million for the California Violence Intervention and Prevention (CalVIP) Grant Program, to be administered by the Board of State and Community Corrections (BSCC). California cities that are disproportionately impacted by violence and the community-based organizations that that serve the residents of those cities are eligible to apply for CalVIP grant funding.

The purpose of the CalVIP Grant is to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member involved homicides, shootings, and aggravated assaults (Penal Code Sec. 14131(b)).

B. Grantee agrees to administer the project in accordance with Attachment 1: CalVIP Request for Proposals (incorporated by reference) and Attachment 2: CalVIP Grant Proposal, which are attached hereto and 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: Roxana Kennedy Title: Chief of Police

Address: 315 Fourth Avenue, Chula Vista CA 91910

Phone: (619) 691-5150

#### **Designated Financial Officer** authorized to receive warrants:

Name: Yeelin Cheung

Title: Principal Management Analyst

Address: 315 Fourth Avenue, Chula Vista CA 91910

Phone: (619) 691-5128

Email: ycheung@chulavistapd.org

# **Project Director** authorized to administer the project:

Name: Henry Martin Title: Lieutenant

Address: 315 Fourth Avenue, Chula Vista CA 91910

Phone: (619) 476-2406

Email: hmartin@chulavistapd.org

C. Either party may change its project representatives upon written notice to the other party.

#### **EXHIBIT A: SCOPE OF WORK**

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 Attachment 1: CalVIP Request for Proposals and Attachment 2: CalVIP Grant Proposal.

#### 5. REPORTING REQUIREMENTS

A. 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:

# **Quarterly Progress Report Periods**

- 1. July 1, 2022 to September 30, 2022
- 2. October 1, 2022 to December 31, 2022
- 3. January 1, 2023 to March 31, 2023
- 4. April 1, 2023 to June 30, 2023
- 5. July 1, 2023 to September 30, 2023
- 6. October 1, 2023 to December 31, 2023
- 7. January 1, 2024 to March 31, 2024
- 8. April 1, 2024 to June 30, 2024
- 9. July 1, 2024 to September 30, 2024
- 10. October 1, 2024 to December 31, 2024
- 11. January 1, 2025 to March 31, 2025
- 12. April 1, 2025 to June 30, 2025

#### **B. Evaluation Documents**

- 1. Local Evaluation Plan
- 2. Final Local Evaluation Report

#### C. Other

Financial Audit Report

#### Due no later than:

November 15, 2022 February 15, 2023 May 15, 2023 August 15, 2023 November 15, 2023 February 15, 2024 May 15, 2024 August 15, 2024 November 15, 2024 February 15, 2025

May 15, 2025 August 15, 2025

#### Due no later than:

January 3, 2023 December 31, 2025

#### Due no later than:

December 31, 2025

#### 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.
- B. 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.
- C. 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.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

#### **EXHIBIT A: SCOPE OF WORK**

- E. 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.
- F. 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-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-year period, whichever is later.

#### 7. CONFLICT OF INTEREST

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

#### 8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, December 31, 2025. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

#### **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

#### 1. INVOICING AND PAYMENTS

A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

# **Quarterly Invoicing Periods:**

- 1. July 1, 2022 to September 30, 2022
- 2. October 1, 2022 to December 31, 2022
- 3. January 1, 2023 to March 31, 2023
- 4. April 1, 2023 to June 30, 2023
- 5. July 1, 2023 to September 30, 2023
- 6. October 1, 2023 to December 31, 2023
- 7. January 1, 2024 to March 31, 2024
- 8. April 1, 2024 to June 30, 2024
- 9. July 1, 2024 to September 30, 2024
- 10. October 1, 2024 to December 31, 2024
- 11. January 1, 2025 to March 31, 2025
- 12. April 1, 2025 to June 30, 2025

## Final Invoicing Periods\*:

- 13. July 1, 2025 to September 30, 2025
- 14. October 1, 2025 to December 31, 2025

# Due no later than:

November 15, 2022 February 15, 2023 May 15, 2023 August 15, 2023

November 15, 2023 February 15, 2024

May 15, 2024 August 15, 2024 November 15, 2024 February 15, 2025

May 15, 2025 August 15, 2025

#### Due no later than:

November 15, 2025 February 15, 2026

\*Note: Project activity period ends June 30, 2025. The period of July 1, 2025 to December 31, 2025 is for completion of Final Local Evaluation Report and financial audit only.

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, June 30, 2025, and included on the invoice due August 15, 2025. Project expenditures incurred after June 30, 2025 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2025. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 1, 2025, to December 31, 2025, must be submitted during the Final Invoicing Period(s), with the final invoice due on February 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by December 31, 2025. Expenditures incurred for the completion of the financial audit during the period of July 1, 2025, to December 31, 2025, must be submitted during the Final Invoicing Periods, with the final invoice due on February 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

#### 2. GRANT AMOUNT AND LIMITATION

#### **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- 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 CalVIP 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 passage of Assembly Bill 129 (Statutes of 2021, Chapter 21), also known as the California Budget Act of 2021. 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.
- B. If CalVIP funding is reduced or falls below estimates contained within the CalVIP 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. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s correctionsplanningandprograms/

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.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. 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.
- D. 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

# **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

#### 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. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee 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.
- D. 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

BSCC Budget Line Item	A. Grant Funds	B. Match	C. Total (A+B)
1. Salaries and Benefits	\$486,000	\$511,032	\$997,032
2. Services and Supplies	\$0	\$100,000	\$100,000
3. Health and Wellness	\$0	\$0	\$0
Professional Services or Public     Agency Subcontracts	\$0	\$0	\$0
5. Non-Governmental Organization (NGO) Subcontracts	\$1,000,656	\$1,000,656	\$2,001,312
6. Equipment/Fixed Assets	\$0	\$200,000	\$200,000
7. Project Evaluation	\$157,000	\$0	\$157,000
8. Financial Audit	\$0	\$0	\$0
9. Other (Travel, Training, etc.)	\$2,800	\$0	\$2,800
10. Indirect Costs	\$82,000	\$0	\$82,000
TOTALS	\$1,728,456	\$1,811,688	\$3,540,144

- 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 amendment.
- 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 save 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 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 <a href="CCC 04/2017">CCC 04/2017</a> 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:
    - 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.
- **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).)

## 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 are 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: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Grant Proposal.
- 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: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Proposal, 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.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the CalVIP 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 grant project audit 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. Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, December 31, 2025. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000
- C. 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 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 <u>will not</u> 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 Attachment E 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 Attachment 1: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Proposal.

#### 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 breech 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;
  - refusal or inability to complete the grant project in a manner consistent with Attachment
     CalVIP Request for Proposals Request for Proposals and Attachment
     CalVIP Proposal, or approved modifications;
  - 3) failure to provide the required local match share of the total project costs; and
  - 4) 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 8. 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 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.

#### 9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 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.

#### 10. 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.

# **CalVIP Proposal Cover Sheet**

Submitted by: Chula Vista Police Department

**Grant Dollars Requested:** \$1,728,456

Date Submitted: February 11, 2022

# CalVIP Applicant Information Form

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N. DAY-TO-DAY PROGRAM C	ONTACT:	
NAME Joseph Picone	TITLE Sergeant	TELEPHONE NUMBER (direct line) (619) 691-5124
STREET ADDRESS 315 Fourth Avenue		CITY Chula Vista
STATE CA	ZIP CODE 91910	EMAIL ADDRESS jpicone@chulavistapd.org

O. DAY-TO-DAY FISCAL CONTACT:						
NAME	TITLE	TELEPHONE NUMBER (direct line)				
Yeelin Cheung	Principal Management Ana	alyst (619) 691-5128				
STREET ADDRESS		CITY				
315 Fourth Avenue		Chula Vista				
STATE	ZIP CODE	EMAIL ADDRESS				
CA	91910	ycheung@chulavistapd.org				

P. 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 subcon	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								
Roxana Kennedy	Chief of Police		(619) 691-5150					
STREET ADDRESS	CITY	STATE	ZIP CODE					
315 Fourth Avenue	Chula Vista	CA	91910					
EMAIL ADDRESS								
rkennedy@chulavistapd.org								
SIGNATURE (Flue Ink or E-signature only)  DATE								
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<sup>\*</sup> Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

# 1. Description of Community Need (Percent of Total Value: 15%)

# 1.1 Needs in target area:

Existing Violence: "Last year was one of the deadliest in decades, with violent crime rising for the first time in four years" (Hart, 2021). After decreases in reported crimes and arrests from stay-at-home orders, the loosening of COVID-19 restrictions has borne a striking rise in homicides, gun violence, and violent crime. FBI Uniform Statistics showed a 3.8% increase in violent crime, a 23.5% increase in homicides, an 11% increase in aggravated assaults, and a 30% increase in gun violence (FBI, 2020). This has been mirrored in the San Diego region, where analysis of 2021 mid-year crime shows violent crime in the region is up 14% compared to the first half of 2020 and 12% since 2017, including a 20% increase in aggravated assaults, a 23% increase in rape, a 5% increase in domestic violence incidents, and a 21% increase in homicides since 2019. The City of Chula Vista, the second largest city in the region, experienced a 16% increase in violent crime during the first half of 2021 and registered a 31% increase since 2017 (SANDAG, 2021).

Factors contributing to violence: The far-reaching effects of the pandemic and the associated response (stay-home orders, social isolation, loss of employment) has led researchers to postulate that the associated social, psychological, and economic strain along with increased gun ownership has contributed to the increases in crime. The deleterious effects of the pandemic have been magnified among communities already vulnerable to social and economic inequities prior to the pandemic. Specifically, Black, Latinx, and Native American individuals were disproportionately affected by COVID-19 (Fortuna et al., 2020), both medically and socioeconomically.

In addition to experiencing a larger increase in violent crime compared with the rest of the region, from 2017-2021 Chula Vista experienced a 124% increase in firearm-related arrests (from 85 to 191), with juvenile arrests increasing 600% (from 4 to 32) (CVPD, 2022). Underlying this dramatic increase in gun violence is the growing prevalence and easy access to ghost guns available in the city. Compared to 2017 when Chula Vista Police Department (CVPD) seized one ghost gun, there has been an 830% increase with 85 seized in 2021 (CVPD, 2022). Furthermore, from 2017 to 2021, School Resource Officers (SROs) received more than 13,000 school calls for service (CFS).

averaging more than 2,500 calls per year even through pandemic school closures, with 10% of school threats being determined to be valid. (CVPD, 2022).

Service Gap: This increase in guns and crime is complicated by the emotional toll the pandemic has taken on the youth and the gap in available mental health services to address their needs. Across the nation the social isolation, separation from peers, and increased economic stressors on families has led to a youth mental health crisis in the U.S. (US Department of HHS, 2021). In San Diego County, behavioral health visits to the emergency room at Rady's Children's Hospital (the region's primary emergency room for child/adolescent behavior health emergencies) has gone up 1,700%. (Jones et al., 2021). In Chula Vista, police have experienced this crisis with a rise in mental health calls. In 2021, CVPD reported 278 "5150" holds on juveniles (i.e., temporary, involuntary psychiatric commitment of individuals who are a threat to themselves or others). After transport to Rady's for evaluation, CVPD lacks the capacity to follow-up with families to ensure they are connected to needed resources. Unfortunately, it is not uncommon for the police to be called back to the home, repeating the cycle. As CVPD has the smallest number of sworn staff per 1,000 population of any San Diego County police department, at .93, compared to the regional average of 1.28, these calls put a significant strain on the already limited resources. Correspondingly, from 2017 to 2021, CVPD school CFS have shown increased response times, from an average of 3.1 to 5.9 minutes for priority 1 calls (the most life threatening, felony) and from 8.2 to 8.5 minutes for priority 2 (possible life threatening, misdemeanor).

1.2 <u>Target area/population</u>: The City of Chula Vista is the second largest city in San Diego County, situated between the U.S.-Mexico border and the City of San Diego, with a population of 271,411 which is 57% Hispanic/Latino, 20% other ethnicities, 19% White and 5% Black and 27% are under the age of 18 (SANDAG, 2022). Because of its large Latinx and mixed population, Chula Vista was disproportionately impacted by the pandemic and was included in a COVID-19 impact survey of communities with mostly non-White populations in the summer of 2020. The survey of over 3,500 households showed how the pandemic strained the availability of the basic needs for these families; 71% respondents reported having immediate unmet needs, with the most common related to food, housing, utilities, and employment, more than half (52%) reported some type of housing instability due to the pandemic and 66% reported their employment was negatively affected by COVID-19 (SANDAG, 2020).

<u>Target population</u>: This project will prioritize Chula Vista youth who are arrested, exhibit behavior problems at school, and/or are experiencing a mental health crisis. The target population will be identified by CVPD SROs, through direct interactions with a youth while on campus or through referrals from school personnel, or parents. In addition, the program will accept juvenile arrests referrals from CVPD officers, as well as referrals for any Chula Vista youth involved in the CAT, Diversion, ATD, and CHOICE programs (described in section 2.1), including referrals from Juvenile Probation, the Public Defender's office, District Attorney, schools, community partners, and self-referrals.

<u>Number to be served:</u> The project will serve at least 75 high-risk youth aged 18 and under annually. Because the services will focus on the entire family, the actual number of individuals served will be greater, as family members, including siblings will also have access to services.

The reasons why this population target was selected: First, in response to the pandemic's disproportionate impact on communities of color and the resulting economic, psychological, and physical devastation, evidenced through the increased calls for services to schools, the number of youths requiring "5150" holds, and the need for additional care beyond the emergency response from CVPD; Second, the growing firearm related crimes and the uncontrolled appearance of ghost guns on the streets and in the hands of Chula Vista youth (Hernandez, 2021; Halladay & Hanna, 2021); Third, the under resourced mental health system, coupled with the increased demand and limited resources to respond to the growing mental health needs of the community's youth, shown through simultaneous growth in school and youth mental health CFS, a dramatic reduction in available Chula Vista SROs, from 20 officers to five, and corresponding increased CFS response times.

# 2. Project Description (Percent of Total Value: 40%)

# 2.1 Proposed evidence-based violence reduction strategy

CVPD will expand upon its current violence prevention program targeting at-risk youth, including public outreach and education campaigns for students and parents. This outreach includes presentations to parents on the moral and legal obligations of gun ownership, best practices for gun storage safety, and case studies where otherwise legally owned guns were at risk of being used by youth in Chula Vista. When youth have been identified as at-risk, CVPD SROs will respond to threats and referrals by conducting a criminal threat evaluation, followed by engagement with the youth's parents to determine the presence and accessibility of firearms in the home. If there are

unsecured weapons in the home, CVPD will take custody of the weapon to ensure the at-risk youth does not have access. In some cases, it is necessary for youth to be transported to the emergency room (e.g., Rady's) for a psychiatric evaluation when determined to pose a threat to themselves or others. In these cases, the youth will be left in the care of the facility and currently there is limited capacity for CVPD to provide services thereafter. Too often, CVPD is called back to the home, repeating the cycle. With funding from CalVIP, CVPD will enhance its existing program and practices by adding one full-time peace officer to the SRO unit, allowing for more outreach and faster response and intervention times when at-risk youth are identified.

Additionally, CVPD will expand the scope of its violence prevention program in conjunction with local community-based organization (CBO), SBCS, to ensure follow-up services are available to the youth at risk of violence, and his/her/their family. In operation since 1971, SBCS has existing programs in place across San Diego County which can be expanded in partnership with CVPD to create an enhanced continuum of services, all designed to prevent violence, juvenile justice system involvement, and recidivism into high-risk statuses.

Utilizing a model that has been successful when implemented with program youth in the neighboring City of San Diego, SBCS will provide 1.5 FTE site-based Therapists colocated directly in the CVPD School Resource Officer Unit and embedded within the existing CAT, Diversion, ATD, and CHOICE programs (described below) to provide "3<sup>rd</sup> Wave", mindfulness-based mental health services for Chula Vista youth under this grant.

- o Community Assessment Team (CAT): provides family-based prevention services for at-risk youth (6-18 years old) to help avoid future involvement in the juvenile justice system. SBCS has been the CAT South Region provider since its inception in 1998 and has recently taken on the oversight of all CAT services in San Diego County.
- o Juvenile Diversion ("Diversion"): works to divert low-level juvenile offenders from entering the juvenile justice system. Referrals come directly from law enforcement for youth who have been arrested or ticketed for misdemeanor or status offenses. SBCS provides counseling and community service opportunities to youth (rooted in restorative justice principles) as a part of their diversion programming. More than 90% of youth successfully meet their diversion goals and as a result avoid entering the juvenile justice system.

o Alternatives to Detention (ATD): provides a spectrum of detention alternatives for low to medium risk juvenile offenders to help keep youth who do not present as a safety risk in the community, where they have the best chance to succeed. Referrals come directly from law enforcement, probation, and juvenile court (including the District Attorney and Public Defender), and are received by the program 24/7 to keep youth out of detention whenever possible. SBCS has led this county-wide effort since its inception in 2012.

o CHOICE: serves probation youth who require intensive supervision due to higher risk levels and needs. The CHOICE team contacts program youth 7 days a week to provide supports to help them meet their conditions of probation and to keep them stabilized in the community. Based off best practice models in other areas of the Unites States,

SBCS has led this county-wide effort since it launched in San Diego County in 2019.

SBCS Therapists will infuse the 3<sup>rd</sup> wave approaches throughout all aspects of these programs, including 3<sup>rd</sup> Wave Cognitive Behavioral Therapy, also known as Mindfulness-Based Cognitive Therapy, or MBCT, and Trauma Affect Regulation: Guide for Education and Therapy, or TARGET. In addition, SBCS will leverage its partnership with Project AWARE to provide "Restorative Circles," wherein youth are partnered with mentors with lived experience in the justice system to help them make better choices in life. Mindfulness-based "3<sup>rd</sup> wave" therapies prioritize the holistic promotion of psychological and behavioral processes associated with health and well-being over the reduction or elimination of psychological and emotional symptoms (although that is often a side-benefit). They use strategies such as mindfulness exercises, acceptance of unwanted thoughts and feelings, and cognitive diffusion (stepping back and seeing thoughts as just thoughts) to elicit change in the thinking process, and ultimately help youth redirect their life away from violent and risk-taking patterns.

Relationship between strategy and need: National and local data, as well as anecdotal reports from CVPD have shown the pandemic has led to a mental health crisis among our youth. The increased demand on SROs and CVPD to respond to calls for service at schools and in the community is alarming and is occurring alongside an increase in firearm-related crimes and the proliferation of ghost guns in the community. The proposed strategy takes a two-tiered preventative and intervention approach to address the gap in resources to follow-up with youth and families at greatest risk of violence or further involvement in the justice system. First, CVPD will prevent violence from occurring by identifying youth at risk of being involved in gun violence through direct interactions with youth while on campus or through referrals from school personnel, or

parents, and then seek to immediately remove access to firearms in the home. Second, CVPD will refer youth to SBCS for follow up services. SBCS is the largest provider of social services in the county. Headquartered in Chula Vista, SBCS is a trusted and well-respected provider in the community and is experienced in serving youth who are at-risk and high-risk of involvement in the justice system. SBCS has a diversified range of evidence-based prevention, intervention, and treatment options for youth and families. SBCS will partner with CVPD to leverage its continuum of services to provide the needed follow-up and mental health services to youth and families who come in contact with CVPD, as well as Chula Vista youth referred directly into these programs from San Diego County Juvenile Probation, by adding 1.5 FTE mental health clinicians designated specifically to respond to Chula Vista youth.

Research supporting strategy: The effectiveness of removing access to guns in the home is supported by research from the University of California Davis Violence Prevention Research Program. The study examined the impact of gun violence restraining orders in the state, finding that between 2016 and 2018, the removal of 52 firearms had potentially prevented as many as 21 mass shootings across California (Pallin et al., 2019). While it's impossible to know exactly when violence would have occurred had a gun not been removed, it's well documented that risk of violence among youth becomes much more deadly as ease of access to weapons increases (Dahlberg, 2004). Beyond access, research on individual risk factors for youth shows that mental health problems are associated with delinquency, violence, and justice system involvement. Specifically, researchers have found that some externalizing disorders (including conduct disorders, oppositional defiant disorder, antisocial behaviors, and others) and substance use disorders increase the likelihood of delinquency, violence, and contact with the justice system. For youth already in contact with the justice system, studies have shown that mental health concerns are more common than for their peers; two thirds of youth in detention or correctional settings have at least one diagnosable mental health problem, compared with an estimated 9 to 22 percent of the general youth population, and are 10 times more likely to suffer from psychosis (OJJDP, 2017). A 2014 study that surveyed 64,329 juveniles involved in the justice system found that 97% of them had at least one Adverse Childhood Experience (ACE), 50% of them reported 4 or more ACEs, putting them in the high-risk category for PTSD, depression. and other mental health issues, further exacerbating risk of violence and continued justice system involvement (Jamieson, 2019).

After the immediate intervention, the follow-up services provided by SBCS will work to overcome the gap that appears when these risk factors are left unaddressed. SBCS clinicians will contact the family of the youth within two business days of referral to assess the needs of the youth and family, will identify needed and beneficial services and supports within and outside of SBCS, and will link and help navigate the family to available programs. Research on improving the provision of mental health services has shown these services to reduce the risks of initial juvenile justice system involvement by 31% and reduce recidivism rates by 28% (Foster et al., 2004). Building on this, SBCS will incorporate three different evidence-based programs to meet the diverse needs of the population; MBCT teaches youth to recognize and understand thought and feeling patterns, with the goal of creating new, more effective patterns; TARGET teaches a set of seven skills that can be used by trauma survivors to regulate extreme emotion states. manage intrusive trauma memories, promote self-efficacy, and achieve lasting recovery from trauma; Mentoring and Restorative Circles create a group framework in which mentees are empowered to find their own solutions and help each other. Included in the mental health services and supports provided by SBCS, CBT is the most widely researched therapy that exists, and over 500 studies have demonstrated its effectiveness for numerous psychological problems. When CBT is combined with mindfulness in MBCT, it has been shown to prevent depression recurrence as effectively as maintenance antidepressant medication (Roy-Byrne, 2016). Two experiments testing MBCT's efficacy on depression demonstrated that relapse rates for the disorder decreased (Kuyken et al., 2012; Teasdale et al., 2000), while other studies have shown its applicability in treating anxiety, depression, and ADHD in clients from multiple age groups (Haydicky et al., 2013; Kishita et al., 2016; Schroevers et al, 2016). TARGET is a strengths-based approach to education and group therapy for survivors of physical, sexual, psychological, and emotional trauma. Since 2000, TARGET has been implemented at multiple sites, and is one of the most evidence-backed interventions for traumatized youth in juvenile justice, with findings from several scientifically rigorous studies. In one such 2-year study funded by OJJDP, each TARGET session attended (delivered to 12–17-year-old boys and girls in juvenile detention centers) was associated with a 22% decrease in disciplinary incidents and 37 fewer minutes of seclusion in the first 14 days of stay, and the benefits were even more pronounced for youth with severe trauma histories.

Project AWARE is a BIPOC (Black, Indigenous, people of color) and lived experience led organization that focuses on emotional literacy, gang prevention and intervention, restorative practices, case management, and mentoring services for at-risk and justiceinvolved youth. SBCS will partner with Project AWARE to provide weekly Restorative Circle sessions to support program youth in the development of emotional literacy skills and connection to mentors with lived experience in the justice system, as well as education through Substance Abuse and Awareness, Self Esteem, Criminal Thinking, and CBT-based curriculum. Project AWARE serves an average of 200 youth annually across San Diego County, and 92% achieve completion of an eight-week cycle. Upon completion, 87% of youth indicate improved empathy skills, 94% improve their ability to get along better with others, and 83% report feeling more connected to their community. Meta-analysis from OJJDP shows that the improvement of these interpersonal skills has been demonstrated to decrease aggressive and disruptive behaviors, violence, and increase social behaviors, including reductions in drug abuse and delinquency and improvements in school attendance and achievement. (Hahn et al., 2007) Strategy's reduction in violence: The program will provide high-risk youth with evidencebased mental health and mentoring services at no cost. The availability of these services to Chula Vista youth will allow CVPD to be significantly more proactive in preventing youth who have demonstrated risk to remain involved in or return to the behaviors which led them toward violence. SBCS' previous experience has demonstrated how these services help youth overcome challenges that would otherwise exacerbate their risk-taking behaviors, potentially leading to re-arrest. Additionally, funding from CalVIP will allow CVPD to expand upon its current education and outreach campaign to provide gun safety education to students and to parents who may keep guns in their homes, including best storage practices and risks to youth in the home. 2.2 Project Participants

Plan for identifying, accessing, and serving individuals: CVPD SROs will generate or respond to referrals from direct interactions with Chula Vista youth, parents, or teachers, and utilize criminal threat evaluations followed by engagement with the youth's parents to determine the presence and accessibility of firearms in the home to identify youth in need of the services available under this project. Referrals may also come from CVPD juvenile arrests, including those responding to mental health calls, as well as referrals for any Chula Vista youth involved in the CAT, Diversion, ATD, and CHOICE programs (described in section 2.1), including referrals from Juvenile Probation, the Public

Defender's office, District Attorney, schools, community partners, and self-referrals. Upon referral to SBCS, youth participate in a needs assessment and have a Case Plan developed by the SBCS therapist and/or the youth's Probation Officer (PO) if applicable. SBCS' multi-Disciplinary teams (MDTs) will use these assessments to determine the benefit for each youth from participating in the enhanced services, and refer as appropriate to a therapist, who will administer the Family Well Being Assessment (FWBA) to determine which services would be beneficial. SBCS therapists will respond to all referrals within two business days of receipt.

Plan to overcome any inability access and/or serve those individuals & Strategy for maintaining sustained engagement: CVPD's partner in this program, SBCS, is the countywide lead of the CAT, Diversion, CHOICE, and ATD programs. SBCS therapists are well-versed not only in the diverse range of services available through SBCS but in all services and providers across San Diego County, allowing youth to be connected to and guided through the services that will best meet their needs. SBCS' existing programs utilize multi-Disciplinary teams (MDT) comprised of SBCS team members, Probation Officers, school representatives, mentors, and any other significant adult in each youths' life identified as necessary to accomplish the youth's objectives. MDTs meet monthly to identify potential barriers to successful participation and determine how to resolve them, to ensure that target youth can access and sustain program services. The Therapists and Mentors will also be trained to use evidence-based Motivational Interviewing (MI), a useful technique for youth who are discouraged, frustrated, or not ready to participate in services. It helps to further engage them and work through an impasse if they are ambivalent or reluctant to engage in services. MI differs from more "coercive", externally driven methods for motivating change as it does not impose change (that may be inconsistent with the person's own values, beliefs, or wishes), but rather supports change in a manner congruent with the person's own values and concerns. MI will be a useful tool to engage, motivate, and sustain youth. Plan for tailoring services to participants' needs: CVPD will utilize criminal threat evaluations to identify youth in need of enhanced services. SBCS' therapists will use the evidence informed FWBA to assess protective and risk factors of youth and their families. The FWBA involves detailed discussion of strengths and issues, with client participation at every step. Focusing on strengths and assets, families consider 12 areas, placing themselves along a continuum from "No Need" to "Little Need" to "Extreme Need", including medical history and health care, substance abuse, family

relations, parenting knowledge, children's education and school behaviors, adult's education, past involvement with law enforcement, housing, nutritional knowledge and capabilities, employment, income/budget needs and knowledge, and mental health. The FWBA provides quantitative and qualitative information on each family's increased knowledge of resources and services in which they participate. Based on the FWBA results, pathways for Therapy and/or Restorative Circles will be determined as follows:

Needs identified in Mental Health or Alcohol/Drug Use → Therapy (MBCT or TARGET)

Needs identified in Family Relations, Legal Issues, or Alcohol/Drug Use → Restorative Circles

Basic needs or other needs identified → SBCS services or other community supports

In determining whether Therapy candidates would benefit most from MBCT, TARGET, or any other of a variety of existing services, SBCS will have a collaborative discussion with the youth and, if applicable, the Probation Officer and Probation court orders (i.e., court-ordered participation in / completion of individual counseling and/or angermanagement). SBCS will also factor in each youth's own wishes, as some will be more comfortable participating in individual counseling, while others may prefer to begin the process in a group setting.

# 3. Organizational Capacity and Coordination (Percent of Total Value: 20%)

3.1 The Chula Vista Police Department's School Resource unit has a long-established history of being the most innovative and creative unit of its kind. The SRO unit and the police department enjoy wide ranging community support and have worked closely with SBCS to provide the juveniles in our community with the various resources needed to help them address their needs and to be successful. This grant will allow the Chula Vista Police Department and SBCS to enhance the current services they offer to help juveniles that are at risk of becoming violent offenders an opportunity to address the issues that put them in this position. SBCS' continuum of services is supported and sustained through a wide base of local, state and federal agencies as well as individual donors, corporations, and foundations. Future funding for these services is the responsibility SBCS' CEO, Board of Directors, and grant-writing team. SBCS' experience and strategic formula create sustainability over time through the leveraging of diverse funding sources, and limits liability and dependence upon any one support. 3.2 The proposed violence reduction strategies will enhance coordination of existing violence prevention and intervention programs by building on the current programs and adding an after-care component that will provide the identified juveniles and their families with the mental health follow up and case management that is needed to

successfully manage their conditions. This strategy is not currently being used in our community and will coordinate with and enhance the other programs offered by SBCS. 3.3 The Chula Vista Police Department School Resource Officers are already performing this strategy on a minimal basis with the intent to expand the training to include the mental health component. CVPD SROs currently receive mental health training to be Psychiatric Emergency Response Team certified. Once the clinicians are selected by SBCS, SROs will work with them to receive on the job training to better understand their role so they can work seamlessly to assist the target population. CVPD currently has a robust PEER support team and program to help our staff with their mental and physical wellbeing.

- <u>3.4</u> The Chula Vista Police Department personnel receive regular cultural competency training as well as hands on experience dealing with juveniles on a daily basis. Their training and experiences will help them to better communicate with the target population and to understand their obstacles and lived experiences.
- 3.5 All of SBCS' current programs, including those that will be enhanced by this project, utilize pre- and post-surveys to identify best practices for serving youth at risk of and/or impacted by violence, and system-involved youth. In addition, the partnership with Project AWARE will incorporate individuals with lived experience in the justice system as mentors in this project.
- 3.6 The Chula Vista Police Department will contract services with SBCS as the subject matter experts and have the appropriate staff to help us implement the proposed violence reduction strategy. This partnership will provide CVPD with the capacity to provide the "aftercare" services and case management needed to make the strategy successful.

# 4. Project Evaluation and Monitoring (Percent of Total Value: 12%)

4.1 How Evaluation Activities will be Incorporated in Project Phases: The Applied Research Division of SANDAG will serve as evaluator. SANDAG has worked extensively with CVPD and SBCS on other grants and projects, so there is a strong partnership to build on. To ensure ongoing monitoring and quality control of proposed program implementation, as well as documenting and assessing whether it is achieving the intended goals and outcomes, SANDAG will conduct both a **process** and **outcome** evaluation. SANDAG staff will be involved from the beginning of program development to ensure evaluation accurately measures program goals and objectives, to develop

needed data collection tools, establish research timelines and protocols, and finalize the Local Evaluation Plan (LEP). SANDAG will be included in all team meetings and will create easy to read data dashboards documenting up-to-date information on client intakes, exits, and services received, which will be shared at meetings with partners to inform program implementation and the need for any midcourse adjustments.

4.2 Process and Outcome Measures: SANDAG has extensive experience with both process and outcomes measures and will work with the partners to develop the LEP and produce the final evaluation report that includes valid and reliable measures from multiple sources. Whenever possible, data from existing systems will be used. A list of potential process and outcome measures, including the research question to be addressed and the source(s) of the data is provided in the supplemental materials to this grant. Most of the outcomes are individual in nature and will focus on answering the question of how effective the model was and with whom. If awarded the grant, during the evaluation planning phase, all data collection procedures and instruments will be developed and finalized in collaboration with the key program partners to ensure valid and reliable data are collected.

Monitoring to Ensure Components are Implemented as Intended: Fidelity to model and program design is extremely important and as such, SANDAG staff will work with the partners throughout the grant period to understand the curriculum and proposed strategies and conduct surveys regarding perception of services received. When deviations from original strategies occur, these will also be documented, including the reason why.

4.3 Plan for How to Collect and Evaluate Data: SANDAG will work closely with the partners to utilize existing systems whenever possible. Baseline data will include crime data (e.g., calls for service) and individual level data. SANDAG staff have required background checks and familiarity and experience with the data systems that will be used to store and transfer data for the project.

Methodology that will Assess if Intended Outcomes Achieved: As described in Table 1 (and will be finalized in the LEP), a mixed-method, quasi-experimental design will be employed to measure change over time among participants. Descriptive, bi-variate, and multi-variate analyses will be conducted to describe the population and identify and factors predictive of success. As noted earlier, data results will be shared throughout the grant period with program stakeholders to inform program implementation and management.

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(1) Goal:	Decrease the rising violent crime by reducing youth and community access to firearms					
Objectives (A., B., C):	<ul> <li>A. During the first year of the grant, CVPD will use grant funds to pay for SRO overtime hours to increase CVPD's capacity to respond to violent threat calls at a youth's school or home (18 years and younger)</li> <li>B. At the start of the second year, CVPD will solidify the increased capacity from Objective A by hiring and training 1 FTE SRO. The SRO will work with youth at risk of accessing or using a firearm or committing a violent crime</li> <li>C. Expand CVPD's violence reduction program's public outreach and education to community members</li> </ul>					
Drainet activitie	who possess firearms as part		tions	line		
and objectives	es that support the identified goal	Responsible staff/ partners	Start Date	End Date		
	east 2 public outreach presentations	CVPD	July 1, 2022	June 30, 2025		
per mor groups v	oath on gun safety to community and with access to firearms pacity and decrease response time to					
year on	in the SRO unit through overtime in e and in year two add 1 FTE SRO	CVPD	June 30, 2022 July 1, 2023	June 30, 2023 July 1, 2023		
SBCS th	on aftercare services provided by hrough enhanced version/ATD/CHOICE programs	SBCS/CVPD	July 1, 2022	As needed (within 30 days of SRO hire)		
(2) Goal:  At the beginning of the grant period, increase the availability of mental health services through SBCS prevention and intervention programming for youth at high risk for self-harm or harm to others, to reduce repeat calls for services, juvenile justice system involvement, and involvement in violent crime						
	<ul> <li>A. Within two-months of grant award enter into a formal agreement with SBCS to provide "aftercare" mental health supports to youth (18 years or younger) who have been transported to the emergency room on a 5150 hold and all youth SRO identify as experiencing an unmet mental health need.</li> <li>B. Enhance current prevention and intervention programs by hiring 1.5 FTE mental health clinicians dedicated to responding to SRO referrals.</li> <li>C. Reduce repeated calls for services for school threats by connecting youth and families with appropriate services.</li> <li>D. Provide restorative circles facilitated by mentors with lived experience to youth involved with the juvenile justice system by increasing self-awareness, emotional literacy, and accountability.</li> </ul>					
Project activities and objectives	es that support the identified goal	Responsible staff/ partners	Timeline Start Date End Date			
1. Hire and train	n 1.5 FTE mental health clinicians d at CVPD.	SBCS	June 1, 2022	August 31, 2022		
health c 3. Serve at leas participa services	st 75 youth and their families who will ate in in enhanced mental health and/or CAT/Diversion/ATD/CHOICE	SBCS and CVPD (referrals) SBCS	July 1, 2022 August 31, 2022	May 31, 2025 June 30, 2025		
4. Reach out to busines	nanced restorative circles. I families referred by SRO within two s days of referral to assess needs ag the FWBA).	SBCS	August 31, 2022	June 30, 2025		
5. Ensure at lea services	ast 90% of youth receiving enhanced (i.e.,TARGET, MBCT, or restorative successfully discharge from program.		August 31, 2022	June 30, 2025		
6. Ensure 90% CAT/Div program	of youth referred to the enhanced	SBCS and Project AWARE	August 31, 2022	June 30, 2025		



February 7, 2022

City of Chula Vista Roxana Kennedy, Chief of Police 315 Fourth Avenue Chula Vista, CA 91910

Ms. Kennedy:

Please accept this letter on behalf of SBCS to indicate both our support and commitment to the Chula Vista Police Department's (CVPD) cooperative application to the Board of State and Community Corrections (BSCC) for the California Violence Intervention and Prevention (CalVIP) Grant Program. Together, we will work to align resources to ensure the City will improve public health and safety by supporting effective violence reduction initiatives, to include community outreach programs and focused deterrence strategies that seek to interrupt cycles of violence and work to reduce the incidence of homicides, gun violence, and violent crimes.

Since 1971, SBCS has been working to transform communities to support the well-being and prosperity of children, youth and families throughout San Diego County. SBCS is located at 430 F Street in Chula Vista, California, and is currently in good standing with the California Secretary of State (EIN: 95-2693142, DUNS: 113407779). As part of our Youth Prevention and Intervention continuum, SBCS will both leverage and enhance our Community Assessment Team (CAT) services to include a priority pathway for youth at-risk of gun violence and violent crime within the City of Chula Vista. Utilizing evidence-based practices, SBCS will not only educate but facilitate individual and group services, and provide wraparound supports, for both youth and their families.

We look forward to expanding our partnership and working together to benefit our great community.

Sincerely,

Kathryn Lembo President & CEO

Hairypo Lembo



# Project A.W.A.R.E Enterprises, Inc.

... a simple program for complex people

02/08/2022

Chief Roxanna Kennedy Chula Vista Police Department 395 Fourth Avenue Chula Vista, California 91910

Dear Chief Kennedy:

On behalf of Project A.W.A.R.E., I am pleased to express my support for Chula Vista Police Department's application for the California Violence Intervention and Prevention (CalVIP) Grant Program in partnership with SBCS. This important grant will help to strengthen and expand intervention and prevention services for at-risk youth and their families to reduce their involvement in violent crimes and prevent further escalation in the juvenile justice system. Chula Vista Police Department's experience partnering with community-based organizations to provide a range of prevention and intervention services for justice-system involved teens and young adults uniquely positions you to lead this much needed service for this high-risk population.

Project A.W.A.R.E. has worked with SBCS since 2019 as a partner in the Achievement Center, where we educate program youth and prepare them to take responsibility for their thoughts and actions through restorative circles. SBCS' programs for at-risk youth are critical parts of this community's coordinated efforts to provide support for youth and families. Project A.W.A.R.E will continue to work with SBCS and their Youth Prevention and Intervention Collaborative partners, including Chula Vista Police Department, to best serve San Diego County's youth and families. We strongly support this program as an important component of our community's integrated, neighborhood-based system of care.

Sincerely,

Reginald Washington

Reginald Washington, Founder/C.E.O Project A.W.A.R.E. Enterprises, Inc.

(760) 828-7002



401 B Street, Suite 800 San Diego, CA 92101-4231 (619) 699-1900

> Fax (619) 699-1905 sandag.org

February 7, 2022

Board of State and Community Corrections (BSCC)

Subject:

Letter of Commitment for Chula Vista Police Department's California Violence Intervention and Prevention (CalVIP) Grant Program Request for Proposals

Dear Evaluation Committee:

The Applied Research Division (ARD) of the San Diego Association of Governments (SANDAG) supports the Chula Vista Police Department's (CVPD) proposal to (BSCC) for the CalVIP Grant Program, Request for Proposals. The proposed project will improve public health and safety by supporting effective violence reduction initiatives, which align with the purpose of the CalVIP Program.

CVPD will partner with SBCS, one of the most respected non-profit organizations in San Diego County to implement initiatives to include community outreach programs and focused deterrence strategies, that seek to interrupt cycles of violence and retaliation in order to reduce the incidence of homicides, shootings and aggravated assaults.

At different times, ARD has successfully partnered with both CVPD and SBCS on numerous other federal and state funded projects. ARD has trusting and long-standing relationships with each organization, as both are deeply committed to using data to drive their practices. For this project, ARD will serve as the outside evaluator and conduct a process and outcome evaluation to measure how the project was implemented and what effect it had on the target population. Further, in this role, ARD will work with CVPD and SBCS to develop the Local Evaluation Plan, provide timely data to drive decisions, and complete and submit the Final Local Evaluation Report, in accordance with instructions outlined in the CalVIP Grant proposal.

CVPD and SBCS have a history of working together to address the welfare of the community, with success in supporting victims, at-risk youth, and families dealing with homicides, gun violence, and violent crime. Both organizations are highly respected in the community and dedicated to carrying out their missions to serve the residents of Chula Vista through the provision of evidence informed practices. ARD is excited to again partner with CVPD and SBCS on this project and support this application to BSCC CalVIP Grant.

Sincerely,

Eynthia Burke, Ph.D.

Senior Director, Data Science

MEMBER AGENCIES

Cities of Carlsbad

Chula Vista

Coronado Del Mar

El Cajon

Encinitas

Escondido

Imperial Beach La Mesa

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California Department of Transportation

Metropolitan Transit System

North County Transit District

United States Department of Defense

Port of San Diego

San Diego County Water Authority

Southern California Tribal Chairmen's Association

Mexico





## 2022 California Violence Intervention & Prevention (CalVIP) Grant - Project Budget and Budget Narrative

#### Name of Applicant: CHULA VISTA POLICE DEPARTMENT

Contract Term: July 1, 2022 - December 31, 2025

Note: The top table will auto-populate based on the information entered in the sections below.

Budget Line Item	Grant Funds	Match Funds	Total
1. Salaries and Benefits	\$568,000	\$511,032	\$1,079,032
2. Services and Supplies	\$0	\$100,000	\$100,000
3. Health and Wellness (must not exceed 5% of total match funds)	\$0	\$0	\$0
4. Professional Services or Public Agency Subcontracts	\$0	\$0	\$0
5. Non-Governmental Organization (NGO) Subcontracts	\$1,000,656	\$1,000,656	\$2,001,312
6. Equipment/Fixed Assets	\$0	\$200,000	\$200,000
7. Project Evaluation (must be at least 5%, but no more than 10% of total grant funds)	\$157,000	\$0	\$157,000
8. Financial Audit (must not exceed \$25,000)	\$0	\$0	\$0
9. Other (Travel, Training, etc.)	\$2,800	\$0	\$2,800
10. Indirect Costs		\$0	\$86,420
TOTAL	\$1,728,456	\$1,811,688	\$3,540,144

Required match: 100%: no less than: \$1,728,456

#### 1a. Salaries and Benefits

Name and Title	(Show as either % FTE or Hourly Rate) & Benefits	Grant Funds	Match Funds	Total
One Full-Time Sworn Officer	1.0 FTE Salary and Benefits Only	\$488,000	\$0	\$488,000
Overtime for Officers and Agents	Overtime for Officers and Agents for Service Calls	\$80,000	\$0	\$80,000
Sergeant - School Resource Unit	0.20 FTE @ Fully Burdened Hourly Rate	\$0	\$220,497	\$220,497
Lieutenant - Community Policing/School Resource	0.10 FTE @Fully Burdened Hourly Rate	\$0	\$128,825	\$128,825
Principal Management Analyst	0.10 FTE @ Fully Burdened Hourly Rate	\$0	\$78,718	\$78,718
Administrative Support Personnel	0.25 FTE @ Fully Burdened Hourly Rate	\$0	\$82,992	\$82,992
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
	TOTAL	\$568,000	\$511,032	\$1,079,032

#### 1b. Salaries and Benefits Narrative:

Grant will fund one full-time Peace Officer who will work both on a straight-time and overtime basis, with SBCS, SANDAG and other Peace Officers, both on a leveraged straight-time and grant-paid overtime basis. Due to the time and difficulty with recruiting Officers, the Department may have to utilize existing Officers on an overtime basis until an Officer is selected to fill this full-time position.

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Description of Services or Supplies	Calculation for Expenditure	Grant Funds	Match Funds	Total
Uniforms, Equipment and Gear	Uniforms, Equipment and Gear for One Full-Time Officer	\$0	\$50,000	\$50,000
Computer, Telephone, and Program Supplies	Computer, Telephone and Program Supplies	\$0	\$50,000	\$50,000
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0

\$0 \$0 \$ \$0 \$0 \$				
\$0 \$0 \$	TOTAL	\$0	\$100,000	\$100,000
		\$0	\$0	\$0
20 20 2		\$0	\$0	\$0
0 0 0		\$0	\$0	\$0

#### 2b. Services and Supplies Narrative:

Chula Vista Police Department will cover all costs associated with providing uniforms, equipment, gear, computer, telephone and program supplies for the full-time Peace Officer

#### 3a. Health and Wellness (must not exceed 5% of total match funds) Description of Professional Service(s) Calculation for Expenditure Grant Funds Match Funds Total \$0 TOTAL (must not exceed 5% of Total Match Funds) \$0 \$0 \$0

#### 3b. Health and Wellness Narrative

Enter narrative here. You may expand cell height if needed.

#### 4a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Match Funds	Total
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
	TOTAL	\$0	\$0	\$0

## 4b. Professional Services Narrative

Enter narrative here. You may expand cell height if needed.

5a. Non-Governmental Organizations (NGO) Subcontracts					
Description of Subcontract	Calculation for Expenditure	Grant Funds	Match Funds	Total	
South Bay Community Services	Prevention and Intervention Services	\$1,000,656	\$1,000,656	\$2,001,312	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
	TOTAL	\$1,000,656	\$1,000,656	\$2,001,312	

## 5b. Non-Governmental Organizations (NGO) Subcontracts Narrative

NGO providing Matching Funds for their services.

6a. Equipment/Fixed Assets					
Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds	Match Funds	Total	
Department Issued Vehicle	Vehicle, Maintenance and Gas	\$0	\$200,000	\$200,000	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
	TOTAL	\$0	\$200,000	\$200,000	

#### 6b. Equipment/Fixed Assets Narrative

Chula Vista Police Department will provide vehicle, maintenance and fuel costs to equip the full-time Peace Officer.

# 7a. Project Evaluation (must be at least 5%, but no more than 10% of total grant funds)

Description	Grant Funds	Match Funds	Total
San Diego Association of Government (SANDAG) - Applied Research Division (ARD)	\$157,000	\$0	\$157,000
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
TOTAL (must be at least 5%, but no more than 10% of Total Grant Funds)	\$157,000	\$0	\$157,000

#### 7b. Project Evaluation Narrative:

Chula Vista Police Department will sub-contract with SANDAG-ARD to perform grant program evaluation as described in Section 4 of Program Narrative.

8a. Financial Audit (must not exceed \$25,000 in Grant Funds)					
Description	Calculation for Expense	Grant Funds	Match Funds	Total	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
Т	OTAL (must not exceed \$25,000 in Grant Funds)	\$0	\$0	\$0	

## 8b. Financial Audit Narrative:

Enter narrative here. You may expand cell height if needed.

9a. Other (Travel, Training, etc.)					
Description	Calculation for Expense	Grant Funds	Match Funds	Total	
Mandatory Grantee Orientation for Grant Coordinator, Financial Officer, Community Partner, and Evaluator	Airfare \$400, Lodging \$200, Meals & Per Diem \$100 per person x 4 people	\$2,800	\$0	\$2,800	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
	TOTAL	\$2,800	\$0	\$2,800	

## 9b. Other (Travel, Training, etc.) Narrative:

Travel costs to attend mandatory Grantee Orientation if in-person training is scheduled.

10a. Indirect Costs			
Indirect costs may be charged to grant funds by choosing either Option 1) or 2) listed below:	Grant Funds	Match Funds	Total
1) Indirect costs will be charged as 10% of total direct salaries and wages:		\$0	\$0
If using Option 1) grant funds allocated to Indirect Costs may not exceed:	\$56,800		
2) Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment):	\$86,420	\$0	\$86,420
If using Option 2) grant funds allocated to Indirect Costs may not exceed:	\$86,423		
Regardless of which option is chosen, if the amount entered in the Grant Funds column turns red, adjust it to not exceed the maximum noted just below it: TOTAL	\$86,420	\$0	\$86,420

### 10b. Indirect Costs Narrative:

Enter narrative here. You may expand cell height if needed.

# **APPENDIX A: CaIVIP EXECUTIVE STEERING COMMITTEE ROSTER**

CalVIP Executive Steering Committee - Grant Cycle from July 1, 2022 to December 31, 2025

	Name	Title & Organizational Affiliation	From
1	Chief Andy Mills, Chair	Chief of Police, City of Palm Springs & Board Member, BSCC	Palm Springs
2	Stephen Lindley	Teacher, Lee V. Pollard High School	San Diego
3	Tina Curiel-Allen	Cal Crew Program Manager, Five Keys	Central Valley
4	Natasha Mejia	Policy Analyst, National Institute for Criminal Justice Reform	Oakland
5	Tina Rodriguez	Statewide Manager, Californians for Safety and Justice	Central Valley
6	Mike McLively	Senior Staff Attorney, Gifford Law Center to Prevent Gun Violence	San Francisco
7	Gaynorann Siataga	Community Advocate, All Islanders Gather as One	San Francisco
8	Saun Hough	CA Partnership Manager, Californians for Safety and Justice	Los Angeles
9	Mark Slaughter	Supervising Attorney, Sacramento County Public Defender's Office	Sacramento
10	Jackie Reed	CEO, Women Initiating Success Envisioned Inc.	San Diego
11	Jessie Leavitt	Policy Analyst, State Bar of California & Senior corporate Counsel, NetScout Systems, Inc.	Oakland
12	Tim Kornegay	Director, LiveFree California	Los Angeles
13	Mary Roberts	State of CA Retiree, Administrative Office of the Courts	Oakland
14	Mona Cadena	Advocacy Director, Equal Justice USA	San Francisco
15	Amir Chapel	Policy Analyst, National Institute for Criminal Justice Reform	Marina
16	Keith Baker	Research Analyst/Co-Leader, Los Angeles County Department of Public Health	Los Angeles

# APPENDIX B: Criteria for Non-Governmental Organizations Receiving BSCC Funds

The California Violence Intervention and Prevention (CalVIP) Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CalVIP funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives CalVIP grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6)
  months prior to the effective date of its fiscal agreement with the BSCC or with the
  CalVIP 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 grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement;
- Be a nonprofit and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Employ persons or volunteers that have a minimum of three (3) years of combined experience in implementing violence reduction strategies and have implemented these strategies within the past five (5) years;
- Be registered with the California Secretary of State's Office;
- Have an Employer Identification Number (EIN);
- Have a valid business license, if applicable;
- 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 in the State of California. (An agent for service of process with a California address is insufficient.)

Provide your agency name and in the table list information for all contracted parties.

#### **Grantee:**

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes □ No □
			Yes □ No □
			Yes □ No □
			Yes □ No □
			Yes □ No □

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 2021 CalVIP 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	TITLE			TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE		
EMAIL ADDRESS					
SIGNATURE			DATE		
X					