

**FIRST AMENDMENT
TO THE CONTRACTOR/SERVICE PROVIDER AGREEMENT
BY AND BETWEEN THE CITY OF CHULA VISTA AND
SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR PROGRAM EVALUATION SERVICES FOR
THE CALIFORNIA VIOLENCE INTERVENTION & PREVENTION GRANT PROGRAM**

This **First Amendment** (“Amendment”) is entered into effective as of July 1, 2025 (“Effective Date”), by and between the **City of Chula Vista** (“City”), a California chartered municipal corporation, and **SAN DIEGO ASSOCIATION OF GOVERNMENTS** (“Contractor/Service Provider”). The City and Contractor/Service Provider may be referred to herein individually as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, on July 1, 2022, the City and the Contractor/Service Provider entered into that certain Agreement No. 2022-079 for Program Evaluation Services for the California Violence Intervention and Prevention Grant Program (“Agreement”) to support implementation of the California Violence Intervention and Prevention (“CalVIP”) grant awarded to the Chula Vista Police Department by the Board of State and Community Corrections (“BSCC”); and

WHEREAS, by and through the Agreement, the Contractor/Service Provider performs independent program evaluation services, including preparation of a Local Evaluation Plan and a Final Local Evaluation Report, in accordance with the CalVIP program requirements; and

WHEREAS, the Agreement established a term of performance from July 1, 2022 through December 31, 2025, with a not to exceed amount of one hundred fifty-seven thousand dollars (\$157,000) for Contractor/Service Provider’s performance of the Required Services; and

WHEREAS, the BSCC has approved a no-cost extension of the CalVIP grant program that extends the evaluation period and the deadline for submission of the Final Local Evaluation Report to December 31, 2026; and

WHEREAS, to ensure timely and complete performance of the grant-required evaluation deliverables through the BSCC-approved evaluation close-out period, the Parties now desire and mutually agree to amend the Agreement to extend the term of performance through December 31, 2026, under the existing not to exceed compensation limit and all other original terms.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Amendment, the Parties agree as follows:

AMENDMENT

1. **DEFINED TERMS.** All capitalized terms not specifically defined in this Amendment shall have the same definitions and meanings as set forth in the Agreement.
2. **EXHIBIT A SCOPE OF WORK AND PAYMENT TERMS.**
 - 2.1. **Section 2 (Required Services).** Section 2.B of Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following:
 - B. **Detailed Description:**

San Diego Association of Governments (SANDAG) will perform grant program evaluation as outlined in the proposal submitted to Board of State and Community Corrections (BSCC) for the California Violence Intervention and Prevention (CalVIP) Grant Program. Serving as the

outside evaluator, SANDAG will ensure ongoing monitoring and quality control of the grant program, as well as documenting and assessing achievement of proposed goals and outcomes.

Project activities that support the goals and objectives of the California Violence Intervention and Prevention (CalVIP) Grant Program include, but are not limited to:

- Attend meetings and collaborate with program partners and staff
- Develop Local Evaluation Plan (identifying/capturing appropriate program measures) and submit to BSCC no later than January 3, 2023
- Provide timely data to program partners and staff to drive decisions
- Conduct surveys regarding perception of services received
- Conduct a process and outcome evaluation to measure how the project was implemented and what effect it had on the target population
- Complete quarterly reports describing progress made on program objectives
- Complete Final Local Evaluation Report and submit to BSCC no later than December 31, 2026

2.2. **Section 3 (Term).** Section 3 of Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following:

3. **Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin July 1, 2022, and end on December 31, 2026, for completion of all Required Services.

2.3. **Section 4 (Compensation).** Section 4.B of Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following:

B. Reimbursement of Costs

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through December 31, 2026, shall not exceed \$157,000.

2.4. Extension of the term for Contractor/Service Provider's performance by and through this Amendment does not increase the total not to exceed amount under the Agreement.

3. AGREEMENT CONFIRMATION; EFFECT OF AMENDMENT.

3.1. Except as expressly modified by this Amendment, all terms, conditions, covenants, and provisions of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed by the Parties.

3.2. The Parties reaffirm that the maximum compensation amount and all compensation provisions in the Agreement remain unchanged and in full force and effect, and that no additional funding is authorized by this Amendment.

3.3. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control, but only to the extent of such conflict.

4. **AUTHORITY.** Each Party represents and warrants that it has full rights, power, and authority to execute this Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments or additional approvals required for effectiveness of this Amendment, and that the individuals executing this Amendment on behalf of the Parties are duly authorized to do so.
5. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Amendment may be executed in counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. Signatures transmitted electronically or by digital signature platform acceptable to City shall be deemed original signatures for all purposes.
6. **ENTIRE AGREEMENT AS AMENDED.** The Agreement, together with this Amendment, constitutes the entire agreement between the Parties concerning its subject matter.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO FIRST AMENDMENT
TO THE CONTRACTOR/SERVICE PROVIDER AGREEMENT
FOR PROGRAM EVALUATION SERVICES FOR
THE CALIFORNIA VIOLENCE INTERVENTION & PREVENTION GRANT PROGRAM**

SAN DIEGO ASSOCIATION OF GOVERNMENTS

CITY OF CHULA VISTA

BY: _____
CINDY BURKE
SENIOR DIRECTOR OF DATA SCIENCE

BY: _____
TIFFANY ALLEN
CITY MANAGER

APPROVED AS TO FORM

BY: _____
Marco A. Verdugo
City Attorney

[END OF DOCUMENT]