

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
WAYMAKERS
FOR
GANG PREVENTION AND INTERVENTION

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Waymakers, a Non-profit California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide services related to gang prevention and intervention; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Elsa Greenfield who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on 07/01, 2020 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Two Hundred Seventy Two Thousand Seven Hundred Ninety Seven Dollars (\$272,797).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Lt. Oscar Garcia
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Waymakers
Attn: Elsa Greenfield
1221 East Dyer Road, Suite 120
Santa Ana, CA 92705
(949) 250-0488
egreenfield@waymakersoc.org

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent

upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

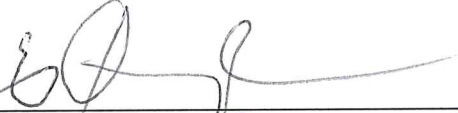
This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

Waymakers

By: 

ELSA GREENFIELD
print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Mayor

City Clerk

INITIATED AND APPROVED:

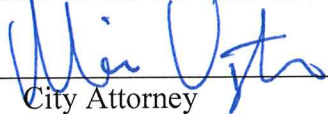


Chief of Police

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

Scope of Work

The scope of work will act as a thermometer to help Program staff monitor progress and results. Waymakers approach is to provide a supportive environment which will encourage age-appropriate cognitive development by engaging youth in problem-solving activities. All interventions will essentially become a lab for youth to monitor their own solutions to different tasks and challenges presented to them. All program curriculums have been carefully designed to encourage adolescent logical thinking, equilibrium and cognitive development.

Target population: High-risk youth ages 10-18.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

A description of all services requested follows:

1 & 2. Waymakers will comply with all Huntington Beach Police Department's required reports.

Weekly: Weekly statistics will be gathered by Program staff and submitted to the Program Director for her review.

Monthly: A report will be generated and submitted to the Huntington Beach Police Department. In addition to this, Waymakers will produce an annual report highlighting all the services provided, successes and the outcomes. Waymakers' Program Director also has regular communication with the HBPD Gang Unit staff, which results in strategic planning and mutual cooperation.

3. Psycho-Educational/Counseling Groups

Waymakers will provide an opportunity for youth to be involved in psycho-educational groups. These groups are designed to give young people the experience of being participating members of a community. Being actively engaged in Waymakers groups provide a sense of belonging and mastery. In an environment of stimulation and collaboration, the groups will promote positive interactions and cooperation between peers. The topics that will be covered in groups will include, but are not limited to: anger management, decision-making, gang resistance, alcohol and drug prevention, vaping, conflict resolution, social skills, communication skills and stress management. A list of the main topics covered in groups follows:

Performance Measure: 60 clients per year at minimum

Anger Management:

Goal: Reduce youth violence by providing anger management techniques

Participation in this group teaches youth how to handle their frustration and anger in a positive way. Young people learn techniques to manage their feelings, understand stress, communicate their emotions, show empathy and "cool off." Youth will develop a plan identifying situations that trigger their anger and techniques to better manage those challenging moments.

Curriculum: Waymakers' "Chill Skills"

Gang Awareness and Resistance:

Goal: Prevent youth's involvement in gangs

This group will address the mounting concerns about youth gangs and their effects on the community. Reasons why youth join gangs, generational gangs, risk elements, gang norms, drug trafficking, and gangs in schools: are some of the topics included in this highly interactive group.

Curriculum: "Make your Mark"

Vaping, Drug and Alcohol Prevention:

Goal: Reduce alcohol and drug consumption

This group will address the dangers of vaping, drug and alcohol consumption for young people. By focusing on assertiveness skills, decision-making skills, peer pressure and ability to analyze situations, youth will learn to resist vaping, drug and alcohol consumption.

Curriculum: Drug and Alcohol Prevention & Vaping Prevention

Social Skills:

Goal: Increase life-enhancement skills

This group concentrates on helping youth gain skills in the areas of communication, self-esteem, goal setting, decision making, communication, problem-solving and conflict resolution. Fun and interactive workshops allow youth to practice cognitive tasks. By addressing these necessary skills, youth will be better equipped to face life's challenges and avoid risky behaviors.

Curriculum: Waymakers Big Picture

Communication Skills:

Goal: Enhance communication skills

Youth will develop effective communication skills to succeed in learning environments, social relationships and in family life. These workshops empower youth to and make them comfortable expressing themselves, sharing ideas, desires and feelings with one another, an integral skill needed to succeed in life. Youth will practice active listening, asking questions and using respectful language.

Curriculum: Communication Skills

Stress Management

Goal: Learn to manage stressors and develop healthy coping tools

Youth develop effective stress management skills to insure positive coping responses as adults. By learning to manage stress at an early age they learn to process their decision making, talk about their problems, incorporate healthier habits, life skills, setting realistic goals and relaxation. Managing youths' level of stress can lead to desirable healthy behaviors, ability to respond to stressful events in a positive and constructive ways.

Curriculum: Stress Management

Conflict Resolution:

Goal: Learn to resolve conflict without violence

While conflict is inevitable, it can create opportunity for adolescents to further their character development. Without the development of conflict resolution skills, conflict between youth can often escalate to violence. Strengthening youth's abilities in perspective taking, emotional

regulation, and interpersonal communication, provides adolescents with a foundation to learn effective conflict resolution.

Curriculum: Conflict Resolution

Decision Making

Goal: Learn to problem-solve and make positive decisions

Due to the late brain development that occurs in adolescence, youth often lack the skills to think before they act and are unable to consider the consequences that result from their actions.

Though these changes in brain development often hinder adolescents from making responsible decisions, holding youth responsible for their actions allows them to have the opportunity to develop the skills necessary to make better decisions in the future. With this in mind, adults are still able to offer guidance, feedback, and serve as a model of responsible decision making

Curriculum: Decision Making

In addition to the City's RFP required groups, Waymakers will provide the following groups which will positively impact youth:

Waymakers Youth Leadership Group:

Goal: Increase youth participation and leadership in the community. When youth are given the right opportunities, they can become essential contributors to the well being of their community.

Middle School youth who are willing to participate in Waymakers skill-building trainings (Anger Management, Alcohol and Drug Prevention, Gang Awareness and Resistance, etc.) will be provided the opportunity to become part of the Waymakers Youth Leadership Group. This group will focus on the development of leadership skills, goal setting, public speaking and presentation techniques. The adolescents learn to identify and analyze problems in their neighborhood, find solutions and recognize that there is a positive role that they can play. Youth will be provided with opportunities to prepare and deliver presentations on topics of interest to youth. Community leaders and business executives will be invited to mentor youth by offering their guidance

Curriculum: Waymakers CEOS Curriculum

4. Individual and Family Counseling for at-risk and gang affiliated youth

This intervention will address the importance to assess client's needs and provide case management to youth and families who want to move away from the gang lifestyle, at-risk behaviors and or improve their lives. After assessing clients' needs, Waymakers staff will develop an action plan. This will include brokerage of services needed to achieve desired outcomes. The staff will monitor clients' progress on a weekly basis by keeping records of their reports.

Performance Measure: 25 local youth

5. Referrals

Waymakers will provide referrals to clients who are in need of drug and alcohol treatment programs, medical services, jobs, counseling, as well as shelter and emergency assistance, etc. Staff will be available for follow-ups and consultations.

Performance Measure: 25 local youth

6. Community Educational Presentations

Once every quarter, Waymakers will provide educational presentations for the community. The goal of these presentations is to engage all sectors of the community in developing a safer neighborhood. The idea is to unlock the potential of each one of the participants by empowering them and sending the message that all community members play a role in the well-being of their neighborhood. Some topics that will be included are: Gang Activity: How to Stop It, The Impact of Graffiti and Vandalism, Child Abuse is Preventable, Bullying Prevention, At-Risk Behaviors, Red Flags for Alcohol and Drug Use, Adolescent Health, How to Improve Academic Performance and Back to School Readiness.

Waymakers will work in conjunction with the HBPD Gang Unit officers.

Performance Measure: Four presentations a year, serving 20 residents per meeting and 80 yearly.

7. Enrichment Activities

Waymakers will promote the healthy recreation of all youth participants. Carefully orchestrated fun activities will promote pro-social skills development, relationship building, team spirit, physical health and a greater sense of affiliation of the youth with their community. At a minimum, Waymakers staff will offer at least eight recreational activities throughout the year. In addition, during the summer Waymakers will provide an eight-day summer camp, which will focus mostly on off-site activities. These include, but are not limited to: movie outings, beach day, hiking experience, picnic activity, attendance to a baseball game, and field trip to an amusement park.

Youth who have participated in volunteer work will receive priority to these activities. Also, recreational incentives will be offered to youth who complete the educational groups offered by Waymakers.

Performance Measure: 8 enrichment activities yearly. A minimum of 88 youth will participate.

8. Community Service Projects – Introducing youth to volunteerism

Youngsters will be connected with worthwhile volunteer projects that not only meet a need in the community but are positively acknowledged by neighbors. Contributing productively to their neighborhood means making a difference, advocating for a cause, making meaningful decisions, and accepting responsibility. These experiences enable youth to learn valuable skills and a feeling of self-worth. This awareness of their personal progress and success will project into their future. Waymakers will partner with the Bolsa Chica Wetlands, local schools and the Oak View Family Resource Center.

Performance Measure: Eight community projects with a minimum of 8 youth involved per project and a total of 64 per year.

9. Community Mobilization

One of the keys to the success of the program has been engaging parents. Waymakers will continue to promote, empower and support the family unit. Strong families make healthier communities. Recognizing that parents are the primary prevention agents of their children, Waymakers will nurture what is best about the family and encourage strong parent-youth connection and communication. Community Mobilization efforts will especially target parents of high-risk youth in the community.

Waymakers will also provide community relations support during critical times, and/or if there is an escalation of violence in the community.

Performance Measure: A series of four Parent/Youth Conferences will be available

(6 hours each) serving a total of 50 participants.

10. Vandalism and Graffiti Accountability

Goal: Reduce juvenile vandalism and graffiti in the City of Huntington Beach.

While there has been a decrease in vandalism cases referred by the Police Department, we estimate that a significant number of cases go unreported, especially in neighborhood enhancement areas (such as Oak View) where residents fear making reports. In fact, they also occur at an unacceptably high rate on campuses at the local middle and high schools, their surrounding areas and popular routes to-and-from school. The number of cases in just these two categories of enforcement strongly supports the need for additional interventions. Collaboration between the Huntington Beach Police Department and Waymakers will ensure youth offender accountability and restorative justice consequences while addressing youth competency development and community protection needs. Combined resources and efforts will contribute to addressing problems promptly and comprehensively. Quickly removing graffiti from public visibility is one of the most effective ways of discouraging the behavior. The youth perpetrator's behavior also needs to be addressed so he/she will not continue to offend. When youth offenders and their parents are provided with a system that allows them to make amends to the victims and the community, the process acquires a higher level of significance and a positive outcome is more likely.

Performance Measure: Serve a minimum of 40 youth.

C. Methodology Section

1. Implementation Plan

a. Source Documentation

Data collection and reporting (programmatic and financial) is a standard operation procedure at Waymakers. The Gang Prevention & Youth Development Program requires the following data collection instruments to measure the program's progress and outcomes. The Youth Development Specialists will maintain the following records for each client.

- Parent Consent and Confidential Release
- An Intake Form will gather the basic information needed. Information collected will include general participant's identification, demographics, income level, referral reasons, evaluation of the youngster's needs, family interactions and dynamics, peer relationships, educational information, leisure activities plus general strengths and needs. Information will be collected by interviewing the referred youth and his/her parents or guardians. The intake includes an action plan detailing specific goals and interventions.
- A Contract Agreement (for I Count Participants) will be prepared to encourage youth to take responsibility for their actions.
- Progress Reports will be provided to the Huntington Beach Police Department providing information about the program developments on a monthly basis. Waymakers' Program staff will meet monthly with all collaborative partners to discuss program's development. Waymakers will comply with all mandated progress reports required by HBPD.
- A Satisfaction Evaluation form will allow Waymakers staff to learn about clients' perspectives on the success of the program.

- Pre & Post tests will be completed by clients and, when appropriate, by their parents. In order to assess outcomes, pre, post and one-month follow-up evaluations are administered utilizing empirically valid and reliable measures.

All client information is confidential. Waymakers conforms to Federal and State regulations regarding client confidentiality.

Exceptions to this policy by law are:

- If the client threatens grave or bodily harm or death to another person or him/herself.
 - If child abuse, sexual abuse or child abuse is reported or suspected.
2. In order to maintain the Waymakers' model's integrity, the scope of work describes goals, targets, interventions, staff accountability and outcome measurements for program implementation. Waymakers' efforts to achieve client satisfaction and scope of work requirements are described in the scope of work attachment which highlights interventions, strategies, number of sessions, target and measurement. (See chart in Appendix A)
 3. Detailed Project Schedule: (See chart in Appendix A2)
 4. A detailed description of required activities from City staff is detailed as follows:

Referrals: Referrals to the Gang Prevention Program & Youth Development most frequently come from law enforcement officers from the Huntington Beach Police Department and from local schools. Referrals are usually in writing but can also be made by phone. On occasion parents make telephone contact or walk into our office without an appointment based on their own initiative and/or after interaction with police officers or law enforcement advice. In general, referrals to Waymakers are admitted only if they are voluntarily accepted by the youth and their families. Upon receiving a referral, the Youth Development Specialist will contact the family within 48 hours. All referrals will be handled by Waymakers Youth Development Specialists, Alexis Galarza and Arlette Pacheco. Referrals are documented and tracked.

Criteria for referrals to program:

- Youth are referred by the Huntington Beach Police Department or Huntington Beach area schools
- Client is at risk for gang involvement
- Client lives in a geographical area that is considered "a gang area" or "at-risk environment"
- Youth is referred by Waymakers partners (Oak View FRC Collaborative)
- Youth exhibits risk factors for delinquency
- Youth is exhibiting risk factors and has no access to after school services and/or other vital services
- Oak View residents identified by HBPD as at-risk for violence or gangs
- City-wide residents referred by the police department for first time offenses related to vandalism and graffiti

D. Staffing

The Waymakers staff members who will be working on this project are:

1. Elsa Greenfield, Program Director, will oversee operations and service delivery of gang prevention and youth development interventions in the City of Huntington Beach. Ms. Greenfield will represent the Agency in collaborative meetings with the Police Department, administer service delivery contracts and manage personnel. Ms. Greenfield facilitates community connections and meetings and provides special parenting classes to families under stress. She also generates all required reports and program evaluations. Ms. Greenfield has been working for Waymakers since 2,002 and reports directly to the Executive Director, Ronnetta Johnson.

2. Alexis Galarza, (.92FTE) Youth Development Specialist, provides educational workshops, offers psycho-educational counseling, guidance, case management and resources for youth at-risk of involvement or involved in the justice system. He also provides job/career readiness and other psycho-ed groups at the area middle schools. Alexis coordinates the I-Count Graffiti and Vandalism Accountability Program and provides supervision to youth assigned to community service hours. Alexis also attends Task Force Meeting and participates in Oak View Steering Committee Meetings and collaborates with other Oak View and Huntington Beach community-based organizations to achieve results. Alexis Galarza has been working for Waymakers since 2018 and has been the lead staff for the Gang Prevention Program in the Oak View neighborhood since September of 2018.

3. Arlette Pacheco (.20 FTE) Youth Development Specialist conducts skill building groups with the purpose of discouraging youth from gang involvement. She also supervises cases of first-time vandalism offenders and compliance with accountability and restitution contract. Arlette Pacheco also provides individual case management to at-risk girls referred to the Program and facilitates weekly groups on topics relevant to female teenagers. She also assists with the delivery of enrichment activities and works with collaborative partners as needed. Arlette has worked with Waymakers for one year and was assigned to the Gang Prevention Program (Oak View Program) since November of 2020

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Pay the contractor on a quarterly basis after an invoice is received from the contractor.
2. Review statistical reports submitted by the program director.
3. Modify performance measures as the community needs change.
4. Negotiate rates and provide services with the contractor.
5. Provide overall review of the program.

D. WORK PROGRAM/PROJECT SCHEDULE:

Project Schedule & Timeline

	Psycho-ed counseling	Individual & Family Counseling	Referrals	Community Presentations	Enrichment Activities	Community Service Projects	Community Mobilization	Vandalism & Graffiti Interventions
July	✓	✓	✓		✓			✓
Aug	✓	✓	✓		✓	✓	✓	✓
Sep	✓	✓	✓	✓	✓		✓	✓
Oct	✓	✓	✓			✓		✓
Nov	✓	✓	✓	✓	✓			✓
Dec	✓	✓	✓			✓		✓
Jan	✓	✓	✓			✓		✓
Feb	✓	✓	✓	✓	✓	✓		✓
Mar	✓	✓	✓	✓	✓			✓
Apr	✓	✓	✓			✓		✓
May	✓	✓	✓		✓	✓	✓	✓
June	✓	✓	✓		✓	✓	✓	✓

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

7/1/20-6/30/21 Year 1	7/1/21-6/30/22 Year 2	7/1/22-6/30/23 Year 3
\$88,258	\$90,906	\$93,633

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until

the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
WAYMAKERS
FOR
GANG PREVENTION AND INTERVENTION

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