Regular Council Meeting

December 12, 2024

FRESNO CITY COUNCIL



Supplement Packet

ITEM(S)

CITY OF FRESHO

2-K (ID 24-1418)

Actions pertaining to grant agreements between the City of Fresno and the Fresno Economic Opportunities Commission (FEOC)/Advance Peace:

[TITLE TRUNCATED FOR SUPPLEMENTAL PACKET COVER PAGE]

<u>Contents of Supplement:</u> Updated First and Third Amendment with Additional Signatures

Supplemental Information:

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

Americans with Disabilities Act (ADA):

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

FIRST AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE CITY OF FRESNO AND FRESNO ECONOMIC OPPORTUNITIES COMMISSION REGARDING FUNDING FOR THE ADVANCE PEACE PROGRAM

THIS	FIRST	AMENDMENT	TO THE	AGREEME	NT (Am	endment)	made	and
entered into	effect o	n	, betw	een the CI	ΓΥ OF F	RESNO,	a Califo	ornia
municipal co	rporatio	n (City), and T	he Fresno	Economic	Opportu	nities Cor	nmissio	n, a
California no	nprofit (corporation (G	rantee), to	provide fun	nding for	the Adva	ance Pe	ace
Program.	·		,					

RECITALS

WHEREAS, the City and the Grantee entered into a Grant Agreement on June 26, 2024, (Agreement) to provide violence intervention and prevention services to at-risk youth (the Project); and

WHEREAS, the City desires to incorporate the Community Violence Intervention Policy as an exhibit that outlines the criteria and vetting process for contracted organizations who perform community violence intervention work or training; and

WHEREAS, the City desires for the Grantee to request a livescan background check for any of the Grantee's employee(s) and/or independent contractor(s) funded by the City in their performance of the scope of the Project; and

WHEREAS, the City desires for the Grantee to use the criteria within the Community Violence Intervention Policy to review livescan reports and determine the eligibility of the Grantee's employee(s) or independent contractor(s); and

WHEREAS, the City desires for the Grantee to provide a signed attestation form for each of the Grantee's employee(s) or independent contractor(s) indicating the vetting process was completed prior to beginning community violence intervention work or participating in training; and

WHEREAS, the City shall review the Grantee's signed attestation form(s) and issue a notice to proceed with the scope of services contained within the service agreement; and

WHEREAS, the City will reimburse the cost of the livescan background check for contracted organizations for their employees and/or independent contractor(s); and

WHEREAS, with entry into this Amendment, the Grantee agrees it has no claim, demand, or dispute against the City and affirms that it will abide by all obligations contained in the Agreement entered into on June 26, 2024 with no gaps in obligations thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

- 1. The recitals to this Amendment are incorporated and made a part of this Agreement.
- 2. The Grantee shall comply with the requirements in the Community Violence Intervention Policy set forth in Exhibit A, incorporated herein and attached hereto by reference.
- 3. Except as otherwise provided herein, the Agreement entered into by City and Grantee, dated June 26, 2024, and all obligations contained herein remain in full force and effect. In the event of any conflict between the Agreement or any Exhibits and this Amendment, this Amendment shall control.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day and year first above written.

FRESNO ECONOMIC OPPORTUNITIES COMMISSION, a California nonprofit corporation DocuSigned by:
By:
Chairman Title:
(If corporation or LLC, Board Chair, Pres. Or Vice Pres.)
By: Signed by: Meepells Tulunpan DF85F354400043
Name: Michelle Tutunjian
Title: Acting CEO
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)
GRANTEE: Fresno Economic Opportunities Commission Attention: Sherry Neil Title: Program Officer Address: 1920 Mariposa St., Suite 300 Fresno, CA 93721 Phone: 559-263-1006 Email: sherry.neil@fresnoeoc.org

Attachments:

1. Exhibit A – Community Violence Intervention Vetting Policy

Exhibit A

Community	[,] Violence	Intervention	Vetting	Policy
Effective Date: _				

Background

Community violence intervention is defined by the United States Department of Justice as a set of community-centered responses to community violence which include efforts such as violence interruption ("street outreach") and hospital-based violence intervention. Training in evidence-based intervention methods is important to the effectiveness of intervention efforts.

The City of Fresno provides funding to community-based organizations ("contracted organizations") for community violence intervention work or training. Contracted organizations shall ensure that all employees and/or independent contractors shall be vetted according to the criteria and process set forth in this policy.

This requirement is in place because community violence intervention work includes serving populations that are vulnerable to victimization or re-victimization. The work may also include providing services to minors and/or engagement with minors in the community during outreach efforts.

Policy

A Livescan (fingerprint background check) is required for the contracted organization's employee(s) and/or independent contractor(s) who are receiving funding from the City of Fresno to conduct community violence intervention work.

A Livescan (fingerprint background check) is required for the contracted organization's employee(s) and/or independent contractor(s) who provide or receive training in community violence intervention that is funded by the City of Fresno.

Due to the nature of the work, certain offenses appearing on the background check are considered exemptible while others are not. The criteria listed in this policy shall be used to qualify individuals for participation in street violence intervention training and/or qualify individuals to provide contracted street violence intervention services funded by the City of Fresno. Contracted organizations will not be able to engage in training or seek reimbursement for employee(s) and/or independent contractors who have not been vetted.

This policy shall be incorporated as an exhibit into all City contracts and/or grants for community violence intervention work or training, regardless of funding source.

Criteria

The following crimes are non-exemptible and will be considered grounds for disqualification from conducting community violence intervention work and/or training. The City reserves the right to offer special consideration for all criteria contained herein on a case-by-case basis through the appeals process.

¹ Community based Violence Intervention and Prevention Initiative, https://www.lisc.org/cvipi/

1. Sex Offenses²

A Contracted organization's employee(s) and/or independent contractor(s) with any of the violations or attempted violations of Section 220, 261, or 261.5 of the California Penal Code, or any sex offense listed in Section 290 of the Penal Code, are disqualified for participation in training or providing contracted services. A summary of the violations is listed below. Please refer to the California Penal Code for a complete list of the violations.

- a. Assault with intent to commit mayhem, rape, sodomy, oral copulation (Section 220)
- b. Rape, abduction, carnal abuse of children and seduction (Section 261 and Section 261.5)
- c. Persons convicted of sexual offenses required to register with the chief of police of the city in which he or she is residing, or the sheriff of the county if he or she is residing in an unincorporated area or city that has no police department (Section 290)
- d. Sexual battery (Section 243.4)
- e. Human Trafficking (Section 236.1)

2. Felony Convictions³

- a. A contracted organization's employee(s) and/or independent contractor(s) with one or more felony convictions within the last 2 years are disqualified.
- b. A contracted organization's employee(s) and/or independent contractor(s) with one or more felony convictions within the last 2.01 to 6.99 years require review by the Review Board outlined in the appeals process.
- c. A contracted organization's employee(s) and/or independent contractor(s) performing services at a playground or recreational center and in a position having supervisory or disciplinary authority over a minor, shall be disqualified if they have a felony or misdemeanor conviction within the last 10 years in accordance with Article 3, 5164(2)(C) of the CA Public Resources Code.

3. Crimes Involving children and/or felony domestic violence⁴

- a. A contracted organization's employee(s) and/or independent contractor(s) with any of the violations or attempted violations of Section 273a and 273d of the Penal Code (summarized below) are disqualified.
- b. Violation of any statute that involves producing great bodily harm or death, willfully cause or permit any child to suffer, or inflict thereon unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully cause or permit the person or health of that child to be injured, or willfully cause or permit that child to be placed in a situation where his or her person or health is endangered (Section 273a) willfully inflict upon a child any cruel or inhuman corporal punishment or an injury resulting in a traumatic condition (Section 273d).
- c. Any felony statute related to domestic violence.
- d. Violation of any statute related to human trafficking, pimping or pandering (Section 236.1, Section 266h and 266i)

²CA Public Resources Code, Article 3 (5164)

³ CA Public Resources Code, Article 3 (5164) and Los Angeles Gang Reduction And Youth Development Agreement

⁴ CA Public Resources Code, Article 3 (5164)

4. Probation or parole

- a. Probation or parole requirements must be completed prior to the date of training participation or contracted services.
- b. The City reserves the right to offer special consideration on a case-by-case basis through the appeals process.

5. Active Warrant

a. A contracted organization's employee(s) and/or independent contractor(s) with an active warrant are disqualified.

6. Active Gang Activity

- a. A contracted organization's employee(s) and/or independent contractor(s) with a gang injunction or court order naming the individual as an active gang member or active associate of the gang are disqualified.
- b. An active gang member is defined as a person who actively participates in a criminal street gang with knowledge that its members engage in, or have engaged in, a pattern of criminal gang activity, and who willfully promotes, furthers, or assists in felonious criminal conduct by members of that gang (California Code, Penal Code PEN § 186.22).

Process

Step 1: The contracted organization shall request a livescan background check for any employee(s) and/ or independent contractor(s) funded by the City of Fresno for community violence intervention work, or any employee(s) or independent contractor(s) participating in community violence intervention training funded by the City of Fresno.

Step 2: The contracted organization's employee(s) and/ or independent contractor(s) complete a live scan through third-party livescan company.

Step 3: The contracted organization shall use the criteria within this policy to review livescan reports and determine whether potential community violence intervention employee(s) and/ or independent contractor(s) engaged in conducting training are eligible to participate in City-funded community violence intervention efforts.

Step 4: The contracted organization's employee(s) or independent contractor(s) are approved and can proceed to participate in city funded community violence intervention efforts <u>OR</u> employee(s) or independent contractor(s) are denied and ineligible. Any employee or independent contractor that is denied shall be ineligible to participate in training and shall not be permitted to provide street violence intervention services funded by the City of Fresno. Appeals may be considered by the Review Board, see appeals section of this policy.

Step 5: The contracted organization provides a signed attestation that this process has been completed for all employee(s) and/or independent contractor(s) prior to beginning community violence intervention work, participating in training or conducting training.

Step 6: The City shall review signed attestation(s) and issue a written notice to proceed with training or community violence intervention work. Any work completed prior to a notice to proceed shall be ineligible for reimbursement.

Review Board and Appeal Process

A Review Board consisting of the following representatives will be convened to review and respond to any appeals.

- Chief of Police or designee
- City Manager or designee
- Parks, After School, Recreation and Community Services (PARCS) Director or designee
- Personnel Director or designee
- City Attorney or designee
- A community member

If the contracted organization desires to appeal for reconsideration of an employee or independent contractor, the contracted organization may contact the PARCS Director in writing to request an appeal. The PARCS Director or designee will convene the Review Board for the purposes of hearing and responding to the request for appeal.

Obligation to Report

Citation or Arrest

Any non-traffic citation or arrest of employee(s)and/or independent contractor(s)funded by the City of Fresno must be reported by community violence intervention workers to the contracted organization within 24 hours of non-traffic citation or arrest. The Contracted organization shall notify the City of Fresno in writing within 24 hours of receiving notice from their employees or volunteers.

Gang Injunction

A contracted organization's employee(s) and/or independent contractor(s) with a gang injunction or court order naming the individual as an active gang member or active associate of the gang are disqualified.

Any individual or organization failing to provide prompt (24-hour) written notice of non-traffic citations, arrests or gang injunctions pursuant to this procedure shall be subject to disciplinary actions including, but not limited to, removal from participation, revocation of any certifications or contract termination.

Exhibit A

Attestation Form

	Attestation of Satisfactor	ry Background Investigation Report
On	behalf of	, I acknowledge and attest to The City of Fresno
	Organization Name	
that	t we have a livescan background report	for
		Personnel Name (first & last)
	ackground investigation report is satisfa the City of Fresno Community Violence	ctory in that it does not contain any off the violations Intervention Policy.
Sigr	nature of Executive Officer or Authorized	d Representative
Prin	nted Name	
Title	e	
Nar	me of Organization	
 Dat	 re	

THIRD AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE CITY OF FRESNO AND FRESNO ECONOMIC OPPORTUNITIES COMMISSION REGARDING FUNDING FOR THE ADVANCE PEACE PROGRAM

THIS THIRD AMENDMENT	T TO THE AGREEMENT (Amendment) made and entered
into effect on	, between the CITY OF FRESNO, a California municipa
corporation (City), and The I	Fresno Economic Opportunities Commission (GRANTEE), to
provide funding for the Adva	ance Peace Program.

RECITALS

WHEREAS, the City and the Grantee entered into a Grant Agreement on February 21, 2023 (Agreement), to provide violence intervention and prevention services to at-risk youth (Project); and

WHEREAS, the City and Grantee entered into a First Amendment to the Agreement on February 21, 2024 (First Amendment), to extend the term of the agreement to May 31, 2024; and

WHEREAS, the City and Grantee entered into a Second Amendment to the Agreement on May 31, 2024 (Second Amendment), to extend the Agreement through December 31, 2024 to complete the Project; and

WHEREAS, the City and Grantee desire to amend the scope of services and budget as outlined in Exhibit A in the Agreement to reallocate \$16,752.44 to Salaries and Benefits from the Educational/Skill Development line item at no additional cost to the City and

WHEREAS, the City and Grantee desire to continue services for the remaining duration of the Agreement with no increase or decrease to the compensation; and

WHEREAS, the City desires to incorporate the Community Violence Intervention Policy as an exhibit that outlines the criteria and vetting process for contracted organizations who perform community violence intervention work or training; and

WHEREAS, the City desires for the Grantee to request a livescan background check for any of the Grantee's employee(s) and/or independent contractor(s) funded by the City in their performance of the scope of the Project; and

WHEREAS, the City desires for the Grantee to use the criteria within the Community Violence Intervention Policy to review livescan reports and determine eligibility of the Grantee's employee(s) or independent contractor(s); and

WHEREAS, the City desires for the Grantee to provide a signed attestation form for each of the Grantee's employee(s) or independent contractor(s) indicating the vetting process was completed prior to beginning community violence intervention work or participating in training; and

WHEREAS, the City will reimburse the cost of the livescan background check for contracted organizations for their employees and/or independent contractor(s); and

WHEREAS, the City shall review the Grantee's signed attestation form(s) and issue a notice to proceed with the scope of services contained within the service

agreement; and

WHEREAS, with entry into this Third Amendment, the Grantee agrees it has no claim, demand, or dispute against the City and affirms that it will abide by all obligations contained in the Agreement entered into on February 21, 2023 with no gaps in obligations thereunder.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

- 1. The recitals to this Third Amendment are incorporated and made a part of this Agreement.
- 2. The Grantee agrees to amend the scope of services as described in Exhibit A, which is attached hereto and incorporated herein by reference. Such revised scope of services shall not include an increase in compensation, the total amount of \$26,772.76 remaining shall be expensed by December 31, 2024.
- 3. The Grantee shall comply with the requirements in the Community Violence Intervention Policy set forth in Exhibit B, which is attached hereto and incorporated herein by reference.
- 4. Except as otherwise provided herein, the Agreement, and all obligations contained therein remain in full force and effect. In the event of any conflict between the Agreement, First Amendment, Second Amendment or any Exhibits and this Third Amendment, this Third Amendment shall control.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO, a California municipal corporation	FRESNO ECONOMIC OPPORTUNITIES COMMISSION, a California nonprofit corportion Docusigned by:
By: Georgeanne A. White City Manager	By:Oliver Baines Name:
APPROVED AS TO FORM: ANDREW JANZ City Attached by:	Title: Chairman (If corporation or LLC, Board Chair, Pres. or Vice Pres.)
By: Sukliman Suklion ^{12/4/2024} Sukhman S. Sekhon Date Deputy City Attorney	By: Signed by: Michelle Jutunpan DF65F354400D443
ATTEST: TODD STERMER, CMC City Clerk By: Deputy Date	Name: Acting CEO Title: (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)
Addresses:	
CITY: City of Fresno Parks, After School, Recreation and Community Services Department Attention: Aaron A. Aguirre, Director 1515 E. Divisadero Fresno, CA 93721	GRANTEE: Fresno Economic Opportunities Commission Attention: Sherry Neil Title: Program Officer Address: 1920 Mariposa St., Suite 300 Phone: 559-263-1006 Email: sherryneil@fresnoeoc.org

Attachments:

- Exhibit A Revised Scope of Services
 Exhibit B Community Violence Intervention Vetting Policy

Exhibit A

City of Fresno Violence Intervention and Prevention Initiative 2022-2023 EXHIBIT A - REVISED (Third Amendment) Scope of Work, Schedule, Budget and Performance Metrics (Updates are in Red)

Agency Name:	Fresho Economic Opportunities Commission - Advance Peace	I - Advance Peace eval Outreach					
		Salaries and Benefits					
New or Existing Staff	New or Existing Staff	Description of Role on Project	Percent of Time VIPI*	Base Salary	Salary Requested	Fringe Benefits	Total
Aaron Foster, Program Manager	Existing staff	The Program Manager works with the field coordinator to oversee implementation of the Advance Peace model, handle programmatic reporting, work with Neighborhood Change Agents as well as enrollees to set direction of program to achieve its goals. The Program Manager updates project partners, funding sources, and the community on the success of the program.	65%	00:5882:00	\$39,852.31	%68	
		The Field Coordinator serves as liaison between the Program Manager and the Neighborhood Change Agents. The Field Coordinator provides direct mentoring to many of the participants in conjunction with Neighborhood Change Agents. The Field Coordinator also helps collect data that the program will need to verify program success that can reviewed by program evaluators. The Field Coordinator also works with NCAs to address operational issues or challenges and develop proposed policies to address them. Field Coordinator provides training for both participants and Neighborhood Change Agents.					
Rod Wade, Field Coordinator	Existing staff		829	\$62,400.00	\$37,180.00	39%	39% Not to exceed
Neighborhood Change Agent	Existing staff	Change Agents (NCAs) are considered credible messengers and help each Fellow develop an individualized life plan and provide navigation support. Each NCA has a caseload of 5-6 fellows.	25%	\$50,000.00	\$25,208.33	39%	\$16,752.44.
		The part-time (24hrs/week) Peacekeeper role is an essential part of the Advance Peace philosophy which aids in community engagement, deescalation and information gathering. Additional Peacekeepers will ensure NCAs are targeting the right individuals and neighborhoods and increases chances of programmatic success.					
[To Be Hired], Peacekeeper (part-time employee)	New staff		25%	\$23,712.00	\$10,868.00	%0	
[To be Hired], Peacekeeper (part-time		The part-time (24hrs/week) Peacekeeper role is an essential part of the Advance Peace philosophy which aids in community engagement, deescalation and information gathering. Additional Peacekeepers will ensure NCAs are targeting the right individuals and neighborhoods and increases chances of programmatic success.					
employee)	New staff		25%	\$23,712.00	\$10,868.00	%0 :: ,	
Notes: Salaries are calculated on an 11- responsible for, and have the same trai who are doing outreach start at the Per are required to complete 6 months of th understanding and mastering the Advar Manager and Field Coordinator have ex	Notes: Salaries are calculated on an 11-month basis for full time staff. Peacekeepers are part time and calculated on a responsible for, and have the same training. The significant difference between the positions is that NCAs are full time who are doing outreach start at the Peacekeeper level, and when there is at least 6 months of experience and an open are required to complete 6 months of training that includes case management, mental health first aid, de-escalation, understanding and mastering the Advance Peace app developed by UC Berkeley, learning and understanding the Adv. Manager and Field Coordinator have extensive experience working with and mentoring youth in Fresno communities.	Notes: Salaries are calculated on an 11-month basis for full time staff. Peacekeepers are part time and calculated on a 10 month basis. Both NCAs and Peacekeepers conduct street outreach and intervention, have fellows that they are responsible for, and have the same training. The significant difference between the positions is that NCAs are full time and have typically been with the program longer, while Peacekeepers are part time and are newer to AP Fresno. All staff who are working in the community who are doing outreach start at the Peacekeeper level, and when there is at least 6 months of experience and an open position for an NCA, then AP Fresno staff considers them for the NCA role. All staff who are working in the community are required to complete 6 months of training that includes case management, mental health first aid, de-escalation, conflict mediation, anger management, positive listening, trauma-informed training, strengths-based leadership training, understanding and mastering the Advance Peace app developed by UC Berkeley, learning and understanding the Advance Peace philosophy, and cultivating relationships with potential fellows and community members. Both the Program Manager and Field Coordinator have extensive experience working with and mentoring youth in Fresno communities.	ers conduct stre onger, while Pe considers them tive listening, ti ionships with p	et outreach and sacekeepers are for the NCA rolk rauma-informed otential fellows	d intervention, h : part time and a e. All staff who a 1 training, streng and community	iave fellows the newer to A re newer to A re working in the working in the sased lead members. Bo	at they are P Fresno. All staff the community dership training, th the Program
	This	This amount is being reallocated to Salaries and Benefits from Program #1 and #2 and expensed in the positions outlined above - sub-total:	and expensed	in the positions	soutlined above	- sub-total:	\$16,752.44
Are any of the positions above being u	Are any of the positions above being used toward matching funds on another grant program?	program?				,	Yes
If yes, please list the grant programs and total amount of match:	CalVIP, \$375,000						
Are any of the positions above funded	Are any of the positions above funded for similar work under any other grant programs?	ams?				,	Yes

\$0	sub-total:						
\$ 0		op trainings; co	outreach, Gall	owship, 50% to	Registration @ \$50 per month for staff of 9 * 50% allocation to Junior Fellowship, 50% to Outreach, Gallop trainings; conflict resolution, strength based well- being, creative listening, etc.	\$ 2,700.00	Staff training
\$ 0	51		onths	r month *12 m	Clothes (washing supplies/laundry), deodorant, toothpaste, etc. @ \$25 per month *12 months	\$ 300.00	Basic needs
Total				ost	Description of Cost	Unit Cost	Supplies for Program
				nts.	Any time of day or night, as needed. Will use a tracking tool to indicate hours worked and coded to this grant/other grants.	Any time of day or night, as needed. Will us	Operating
						Northwest and Southwest Fresno	Location(s):
					Provide street level outreach and support to at least 60 youth ages 9-17 to disrupt cycles of gun violence.	Provide street level outreach and support t	Objectives:
					2) Interrupt cycles of violence and retaliation to reduce the incidence of homicide, shootings and aggravated assaults.	2) Interrupt cycles of violence and retaliatio	
					1) Expand the capacity of Violence Interventionists, especially those serving communities of color.	1) Expand the capacity of Violence Interven	VIPI Goal(s):
	Young men ages 9-17	Youn		09	12-month program	STREET LEVEL OUTREACH	STREET L
				Reach	Timeline		
	Target Audience	Target		Estimated		Program #1 - These line items have been expensed.	Program #1 - These lin
					Program Detail		
0\$	sub-total:						
Total	Fringe Benefits	Salary Requested	Base Salary	Percent of Time VIPI*	Description of Cost	New or Existing Staff	Title & Name (if applicable)
					Indirect Costs - These Line Items have been expensed.		
ap in grant	olication or overl	there is no dup	oicing to ensure	oversee all invo	CalVIP. Aaron Foster - 35%, Rod Wade - 35%, Nathan Velasco - 45%, OJJDP. Shawn Robinson - 50%. Christine Aguayo to oversee all invoicing to ensure there is no duplication or overlap in grant invoicing. The time allocation chart will be utilized to ensure no duplication occurs.	CalVIP. Aaron Foster - 35%, Rod Wade - 35%, Nathan Velasco - 45%, OJJDP. Shawn Finvoicing. The time allocation chart will be utilized to ensure no duplication occurs.	If yes, list the name of the grant program and percentage of staff time funded for each staff member included in this proposal.

Scope of Work/Activities	Outcome Category	Output & Methods of Measuring Positive Change
Lead 10 healing circles: for example, in response to a shooting at a local apartment complex, AP Fresno staff facilitated a healing circle to open dialogue between the families involved.	Skills/Knowledge 2: Improved Conflict Resolution/Anger Management/Violence Avoidance/ Social Emotional Skills	
Attend, peacekeeper and mitigate 10 potential conflicts at funerals, apartment complexes and other locations.	Skills/Knowledge 2: Improved Conflict Resolution/Anger Management/Violence Avoidance/ Social Emotional Skills	
Provide outreach and education about gun violence in Northwest and Southwest Fresno, may be provided one-on-one, at schools (for youth or teachers), and pop-up events in the community.	Crime 1: Reduced Violent Activity/Gang Involvement	# of events locations of events # of people reached # of conflicts mitigated
Participate in approximately 50 food distribution events in the City of Fresno in partnership with Fresno United. Food distribution occurs once per week.	Psychosocial 5: Increased Feeling of Basic Needs Being Met	
Provide referrals to Fresno EOC and partner services.	Psychosocial 5: Increased Feeling of Basic Needs Being Met	# of Referrals made by unique participant Referral type
Counseling services - Advance Peace provides referrals to counseling services, as well as utilizes a contracted consultant to provide counseling services.	Health 1: Improved Mental Health	pervices received by unique participant. Engagements to build relationships - AP Data Tool - tracking by unique individual
Proactive Outreach - cultivating and building relationships with potential fellows that will strengthen the communities in which the fellows live. AP receives referrals from schools, parents and reach out to youth for approximately 3-6 months to establish the relationship. Most engagements are in person.	Skills/Knowledge 3: Improved Life/Healthy Choices/Family Management Skills	
Is this a new program?		ON
If yes, please describe how you will ensure success:		N/A

If no, please describe:If no, please describe: 1) The number of years the program has been implemented 2) The number of people who have been served in the last three years 3) Outcomes/accomplishments as a result of the program	Past experience has included work with youth at 1) The number of years the program has been im 2) The number of people who have been served i community engagement services such as healing gun violence; food distribution; referrals to Fresn 3) Outcomes/accomplishments as a result of the which included completing 168 service referrals,	Past experience has included work with youth at Gaston Middle School (8 years). AP has established relationships with youth through engagements with family members and gang members. 1) The number of years the program has been implemented - Advance Peace Fresno was implemented in 2020. 2) The number of people who have been served in the last three years - Since its inception, Advance Peace Fresno has served hundred of community members in Southwest Fresno through community engagement services such as healing circles; attending, peacekeeping and mitigating potential conflicts at funerals; counseling services, relation services; outreach and education about gun violence; food distribution; referrals to Fresno EOC and partner services; and providing accompaniment at court appointments. 3) Outcomes/accomplishments as a result of the program - Neighborhood Change Agents (NCAs) logged 2,917 hours of engagement and close to 4,000 total engagements with community members, which included completing 168 service referrals, mediating 200 community conflicts, interrupting 60 instances of imminent gun violence conflict, and responding to 21 shootings.	uth through engagements with family members and gang me ved hundred of community members in Southwest Fresno th erals; counseling services, relation services; outreach and edu intrments. "ngagement and close to 4,000 total engagements with commit gun violence conflict, and responding to 21 shootings.	nembers. hrough lucation about munity members,
Program #2 - only remaining line item to be Development for Fe	ning line item to be expensed is Educational/Skill Development for Fellow	Timeline	Estimated Target Audience Reach	
JUNIOR FELL	JUNIOR FELLOWSHIP PROGRAM	18-month program	25 Youth ages 9-17	
VIPI Goal(s):	1) Expand the capacity of Violence Interventi	1) Expand the capacity of Violence Interventionists, especially those serving communities of color.		
Objectives:	1) Recruit 25 junior fellows to participate in t	1) Recruit 25 junior fellows to participate in the Advance Peace 18-month junior fellowship program. Junior fellowship does not include any stipends for participants.	es not include any stipends for participants.	
Location(s):	Northwest and Southwest Fresno			
Operating	Any time of day or night, as needed			
Supplies for Program	Unit Cost	Description of Cost	ıt	Total
Transportation	\$300.00	\$300.00 Bus pass @ \$1 per day or gas/ride share estimated @ \$25 per month*12; will purchase and track gift cards/receipts using a log.		\$ 0
Food	\$600.00	\$600.00 Missed meals @ \$50 per month*12 months; Will purchase and track gift cards using a log.		\$0
Basic needs	\$300.00	\$300.00 Clothes (washing supplies/laundry), deodorant, toothpaste, etc. @ \$25 per month *12 months		\$ 0
Staff training	\$2,700.00	Registration @ \$50 per month for staff of 9 * 50% allocation to Junior Fellowship, 50% to Outreach, Gallop trainings; conflict resolution, strength based well-being, creative listening, etc.		0\$
Educational/Skill development for fellows	To be captured on the invoices and receipts provided by FEOC.	Groceries for evidence-based nutrition curriculum and sports activity involvment such as sport equipment [Football: cleats, backplates, visors/shields, gloves, mouth guards, compression quick dry shirts (under uniform), water bottle, gear bag; Soccer: cleats, shin guards, gloves, compression quick dry shirt/shorts, soccer socks, water bottle, gear bag; Basketball: moisture-wicking shirts/shorts, basketball brace, basketball shoes], and registration fees.	rt equipment [Football: cleats, n), water bottle, gear bag; Soccer: cleats, on fees.	\$ 10,021.32
School/Work Supplies	Bac \$300.00 *3 t	Backpack, calculator, work boots, or misc. supplies (notebooks, paper, pencils, pens, books) estimated need @\$100 every 4 months 3 times per year if not already covered by other EOC resources, depending on eligibility or timing. Will purchase and track gift cards using a log.	cils, pens, books) estimated need @\$100 every 4 months g on eligibility or timing. Will purchase and track gift cards \$	0 10
			sub-total:	\$10,021.32
Scope of Scope of Identify & Retain Junior Fellows:	Scope of Work/Activities	Outcome Category Psychosocial 2: Feeling More Connected to Others	Output & Methods of Measuring Positive Change Identification of potential Fellows Fellow intake	ange
Create a LifeMAP with each Junior Fellow: A LifeMAP is completed by an NCA and the incoming Fellow during intake. The LifeMAP (or management action plan) provides an individualized comprehensis assessment of a Fellow's circumstances in key areas, including housing, educatiemployment, transportation, finances, safety, family/relationships, physical heamental health, and spiritual, recreational, and social connections. For each of the areas, the LifeMAP outlines the Fellow's short-term goals may include participat substance abuse treatment or individual counseling, attending parenting classe paying outstanding vehicle violations. Long-term goals may focus on rebuilding relationships or completing a GED program. Each goal has a timeline associate it, allowing for close monitoring and evaluation. The LifeMAP is updated every months showing the Fellow's accomplishments and areas of challenge.	Create a LifeMAP with each Junior Fellow: A LifeMAP is completed by an NCA and the incoming Fellow during intake. The LifeMAP (or management action plan) provides an individualized comprehensive assessment of a Fellow's circumstances in key areas, including housing, education, employment, transportation, finances, safety, family/relationships, physical health, mental health, and spiritual, recreational, and social connections. For each of these areas, the LifeMAP outlines the Fellow's short-term and long-term goals and specific steps for achieving them. For example, short-term goals may include participating in substance abuse treatment or individual counseling, attending parenting classes, or paying outstanding vehicle violations. Long-term goals may focus on rebuilding family paying outstanding vehicle violations. Long-term goal may focus on rebuilding family paying for close monitoring and evaluation. The LifeMAP is updated every six months showing the Fellow's accomplishments and areas of challenge.	Skills/Knowledge 3: Improved Life/Healthy Choices/Family Management Skills Psychosocial 4: Feeling Better Able to Make Positive Life Choices	Completed LifeMaps	

Budget Summary - Updated	Total
Salaries and Benefits	\$16,752.44
Services and Supplies for Program #1	\$0.00
Services and Supplies for Program #2	\$10,021.32
Indirect Costs - Administrative	\$0.00
Grand Total:	\$26,773.76

Exhibit B

Community	Violence	Intervention	Vetting	Policy
Effective Date:				

Background

Community violence intervention is defined by the United States Department of Justice as a set of community-centered responses to community violence which include efforts such as violence interruption ("street outreach") and hospital-based violence intervention.¹ Training in evidence-based intervention methods is important to the effectiveness of intervention efforts.

The City of Fresno provides funding to community-based organizations ("contracted organizations") for community violence intervention work or training. Contracted organizations shall ensure that all employees and/or independent contractors shall be vetted according to the criteria and process set forth in this policy.

This requirement is in place because community violence intervention work includes serving populations that are vulnerable to victimization or re-victimization. The work may also include providing services to minors and/or engagement with minors in the community during outreach efforts.

Policy

A Livescan (fingerprint background check) is required for the contracted organization's employee(s) and/or independent contractor(s) who are receiving funding from the City of Fresno to conduct community violence intervention work.

A Livescan (fingerprint background check) is required for the contracted organization's employee(s) and/or independent contractor(s) who provide or receive training in community violence intervention that is funded by the City of Fresno.

Due to the nature of the work, certain offenses appearing on the background check are considered exemptible while others are not. The criteria listed in this policy shall be used to qualify individuals for participation in street violence intervention training and/or qualify individuals to provide contracted street violence intervention services funded by the City of Fresno. Contracted organizations will not be able to engage in training or seek reimbursement for employee(s) and/or independent contractors who have not been vetted.

This policy shall be incorporated as an exhibit into all City contracts and/or grants for community violence intervention work or training, regardless of funding source.

Criteria

The following crimes are non-exemptible and will be considered grounds for disqualification from conducting community violence intervention work and/or training. The City reserves the right to offer special consideration for all criteria contained herein on a case-by-case basis through the appeals process.

¹ Community based Violence Intervention and Prevention Initiative, https://www.lisc.org/cvipi/

1. Sex Offenses²

A Contracted organization's employee(s) and/or independent contractor(s) with any of the violations or attempted violations of Section 220, 261, or 261.5 of the California Penal Code, or any sex offense listed in Section 290 of the Penal Code, are disqualified for participation in training or providing contracted services. A summary of the violations is listed below. Please refer to the California Penal Code for a complete list of the violations.

- a. Assault with intent to commit mayhem, rape, sodomy, oral copulation (Section 220)
- b. Rape, abduction, carnal abuse of children and seduction (Section 261 and Section 261.5)
- c. Persons convicted of sexual offenses required to register with the chief of police of the city in which he or she is residing, or the sheriff of the county if he or she is residing in an unincorporated area or city that has no police department (Section 290)
- d. Sexual battery (Section 243.4)
- e. Human Trafficking (Section 236.1)

2. Felony Convictions³

- a. A contracted organization's employee(s) and/or independent contractor(s) with one or more felony convictions within the last 2 years are disqualified.
- b. A contracted organization's employee(s) and/or independent contractor(s) with one or more felony convictions within the last 2.01 to 6.99 years require review by the Review Board outlined in the appeals process.
- c. A contracted organization's employee(s) and/or independent contractor(s) performing services at a playground or recreational center and in a position having supervisory or disciplinary authority over a minor, shall be disqualified if they have a felony or misdemeanor conviction within the last 10 years in accordance with Article 3, 5164(2)(C) of the CA Public Resources Code.

3. Crimes Involving children and/or felony domestic violence⁴

- a. A contracted organization's employee(s) and/or independent contractor(s) with any of the violations or attempted violations of Section 273a and 273d of the Penal Code (summarized below) are disqualified.
- b. Violation of any statute that involves producing great bodily harm or death, willfully cause or permit any child to suffer, or inflict thereon unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully cause or permit the person or health of that child to be injured, or willfully cause or permit that child to be placed in a situation where his or her person or health is endangered (Section 273a) willfully inflict upon a child any cruel or inhuman corporal punishment or an injury resulting in a traumatic condition (Section 273d).
- c. Any felony statute related to domestic violence.
- d. Violation of any statute related to human trafficking, pimping or pandering (Section 236.1, Section 266h and 266i)

²CA Public Resources Code, Article 3 (5164)

³ CA Public Resources Code, Article 3 (5164) and Los Angeles Gang Reduction And Youth Development Agreement

⁴ CA Public Resources Code, Article 3 (5164)

4. Probation or parole

- a. Probation or parole requirements must be completed prior to the date of training participation or contracted services.
- b. The City reserves the right to offer special consideration on a case-by-case basis through the appeals process.

5. Active Warrant

a. A contracted organization's employee(s) and/or independent contractor(s) with an active warrant are disqualified.

6. Active Gang Activity

- a. A contracted organization's employee(s) and/or independent contractor(s) with a gang injunction or court order naming the individual as an active gang member or active associate of the gang are disqualified.
- b. An active gang member is defined as a person who actively participates in a criminal street gang with knowledge that its members engage in, or have engaged in, a pattern of criminal gang activity, and who willfully promotes, furthers, or assists in felonious criminal conduct by members of that gang (California Code, Penal Code PEN § 186.22).

Process

Step 1: The contracted organization shall request a livescan background check for any employee(s) and/ or independent contractor(s) funded by the City of Fresno for community violence intervention work, or any employee(s) or independent contractor(s) participating in community violence intervention training funded by the City of Fresno.

Step 2: The contracted organization's employee(s) and/ or independent contractor(s) complete a live scan through third-party livescan company.

Step 3: The contracted organization shall use the criteria within this policy to review livescan reports and determine whether potential community violence intervention employee(s) and/ or independent contractor(s) engaged in conducting training are eligible to participate in City-funded community violence intervention efforts.

Step 4: The contracted organization's employee(s) or independent contractor(s) are approved and can proceed to participate in city funded community violence intervention efforts <u>OR</u> employee(s) or independent contractor(s) are denied and ineligible. Any employee or independent contractor that is denied shall be ineligible to participate in training and shall not be permitted to provide street violence intervention services funded by the City of Fresno. Appeals may be considered by the Review Board, see appeals section of this policy.

Step 5: The contracted organization provides a signed attestation that this process has been completed for all employee(s) and/or independent contractor(s) prior to beginning community violence intervention work, participating in training or conducting training.

Step 6: The City shall review signed attestation(s) and issue a written notice to proceed with training or community violence intervention work. Any work completed prior to a notice to proceed shall be ineligible for reimbursement.

Review Board and Appeal Process

A Review Board consisting of the following representatives will be convened to review and respond to any appeals.

- Chief of Police or designee
- City Manager or designee
- Parks, After School, Recreation and Community Services (PARCS) Director or designee
- Personnel Director or designee
- City Attorney or designee
- A community member

If the contracted organization desires to appeal for reconsideration of an employee or independent contractor, the contracted organization may contact the PARCS Director in writing to request an appeal. The PARCS Director or designee will convene the Review Board for the purposes of hearing and responding to the request for appeal.

Obligation to Report

Citation or Arrest

Any non-traffic citation or arrest of employee(s)and/or independent contractor(s)funded by the City of Fresno must be reported by community violence intervention workers to the contracted organization within 24 hours of non-traffic citation or arrest. The Contracted organization shall notify the City of Fresno in writing within 24 hours of receiving notice from their employees or volunteers.

Gang Injunction

A contracted organization's employee(s) and/or independent contractor(s) with a gang injunction or court order naming the individual as an active gang member or active associate of the gang are disqualified.

Any individual or organization failing to provide prompt (24-hour) written notice of non-traffic citations, arrests or gang injunctions pursuant to this procedure shall be subject to disciplinary actions including, but not limited to, removal from participation, revocation of any certifications or contract termination.

Attestation Form

Date

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