



Cheryl Davila
Councilmember
District 2

ACTION CALENDAR
November 17, 2020

To: Honorable Mayor and Members of the City Council

From: Councilmember Cheryl Davila

Subject: Contract: Youth Listen Campaign with Voices Against Violence, A Program of the McGee Center for Food, Faith & Justice

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and any amendments for the Youth Listen Campaign with Voices Against Violence: A Program of the McGee Center for Food, Faith & Justice, for the period October 15, 2020 through June 15, 2021, for an amount not to exceed \$50,000.

BACKGROUND

Over the past several years, incidents of gun violence in South Berkeley have risen. The targets, shooters and victims have been African-American. Additionally, gun violence has occurred during the middle of the day, exposing toddlers, children, youth and adults who are out in their neighborhoods or sleeping in their beds to the terror of active shootings. Despite these repeated incidents, the City currently has no gun violence prevention or intervention mentoring program to address the immediate need to curtail the violence and take the necessary preventive steps toward healing and change within the community beyond police investigation.

In August of 2019, with limited funding from the University of California Chancellor's Community Partnership Grant, along with a gift from a local family foundation and funding from the Center for Food, Faith & Justice Health and Garden, the Voices Against Violence Program was launched. In its first year, the program served 27 Berkeley Middle and High School Students through weekly after-school sessions with 31 families registered for the program. Youth participated in workshops ranging from violence prevention, identity formation, diversity training, racial justice, art expression, urban gardening and healthy living. Participants were eligible to receive merit-based stipends for attendance, participation and community service projects.

In addition, Voices Against Violence staff recognized that many of our youth arrive hungry with limited or no resources for food which led the program to also include a weekly meal. In mid-March of 2020 the impact of COVID-19 required the program to temporarily shut down. By May 2020, program staff realized that the Pandemic would not end anytime soon and they began re-thinking our strategies to create a program model while the program continued to shelter in

place and still maintain contact with our young people engaging through social distancing as well as video and online technology.

Despite the ongoing challenges of Sheltering in Place, Voices Against Violence recognizes the recent events leading to the Black Lives Matter Uprising for justice and equity means that the population that the program serves is as vulnerable as ever. As Berkeley seeks to re-imagine strategies for community safety, Voices Against Violence is one of the few Black led Berkeley-based programs already working in this area with limited funding and resources from the City of Berkeley. As such, Voices Against Violence seek direct and ongoing funding from the City through the proposed Youth Listen Campaign to support and expand our efforts to continue and serve some of Berkeley's most vulnerable youth and families.

While the number of young people caught up in gun violence is relatively small, their impact is large. With a small investment of resources, Voices Against Violence - A Program of the McGee Center for Food, Faith & Justice, can engage the highest risk young people in stopping gun violence while getting on a path to positive alternatives. Surrounding this small group of highest risk young people are a larger circle of young people who get caught up in the violence or become collateral damage.

FINANCIAL IMPLICATIONS

\$50,000 was allocated in the Mayor's budget to conduct the Youth Listen Campaign, Voices Against Violence would like to include this as part of their program.

ENVIRONMENTAL SUSTAINABILITY

Protecting our communities during this climate and health crisis is an act of environmental sustainability.

CONTACT PERSONS

Cheryl Davila
Councilmember District 2
510.981.7120
cdavila@cityofberkeley.info

ATTACHMENTS:

1. Resolution
2. Contract
3. Program Background, Overview, Objectives and Timeline

RESOLUTION NO. ##,###-N.S.

CONTRACT: VOICES AGAINST VIOLENCE - A PROGRAM OF THE MCGEE CENTER FOR FOOD, FAITH, & JUSTICE - FOR THE YOUTH LISTEN CAMPAIGN

WHEREAS, Over the past several years, incidents of gun violence in South Berkeley have risen. The targets, shooters and victims have been African-American. Additionally, gun violence has occurred during the middle of the day, exposing toddlers, children, youth and adults who are out in their neighborhoods or sleeping in their beds to the terror of active shootings. Despite these repeated incidents, the City currently has no gun violence prevention or intervention mentoring program to address the immediate need to curtail the violence and take the necessary preventive steps toward healing and change within the community beyond police investigation; and

WHEREAS, In August of 2019, with limited funding from the University of California Chancellor's Community Partnership Grant, along with a gift from a local family foundation and funding from the Center for Food, Faith & Justice Health and Garden, the Voices Against Violence Program was launched. In its first year, the program served 27 Berkeley Middle and High School Students through weekly after-school sessions with 31 families registered for the program. Youth participated in workshops ranging from violence prevention, identity formation, diversity training, racial justice, art expression, urban gardening and healthy living. Participants were eligible to receive merit-based stipends for attendance, participation and community service projects; and

WHEREAS, In addition, Voices Against Violence staff recognized that many of our youth arrive hungry with limited or no resources for food which led the program to also include a weekly meal. In mid-March of 2020 the impact of COVID-19 required the program to temporarily shut down. By May 2020, program staff realized that the Pandemic would not end anytime soon and they began re-thinking our strategies to create a program model while the program continued to shelter in place and still maintain contact with our young people engaging through social distancing as well as video and online technology; and

WHEREAS, Despite the ongoing challenges of Sheltering in Place, Voices Against Violence recognizes the recent events leading to the Black Lives Matter Uprising for justice and equity means that the population that the program serves is as vulnerable as ever. As Berkeley seeks to re-imagine strategies for community safety, Voices Against Violence is one of the few Black led Berkeley-based programs already working in this area with limited funding and resources from the City of Berkeley. As such, Voices Against Violence seek direct and ongoing funding from the City through the proposed Youth Listen Campaign to support and expand our efforts to continue and serve some of Berkeley's most vulnerable youth and families; and

WHEREAS, While the number of young people caught up in gun violence is relatively small, their impact is large. With a small investment of resources, Voices Against Violence - A Program of the McGee Center for Food, Faith & Justice, can engage the highest risk young people in stopping gun violence while getting on a path to positive alternatives. Surrounding this small group of highest risk young people are a larger circle of young people who get caught up in the violence or become collateral damage.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a contract and any amendments for the Youth Listen Campaign with Voices Against Violence: A Program of the McGee Center for Food, Faith & Justice, for the period October 15, 2020 through June 15, 2021, for an amount not to exceed \$50,000.

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY (“City”), a Charter City organized and existing under the laws of the State of California, and **Rev. Michael Smith** (“Contractor”), a **Pastor and Executive Director** doing business at **McGee Avenue Baptist Church Center for Food, Faith, and Justice** who agree as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. **PAYMENT**

For services referred to in Section 1, City will pay Contractor a total amount not to exceed \$ **50,000**. City shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. **TERM**

a. This Contract shall begin on **October 15, 2020** and end on **June 15, 2021**. The City Manager of the City may extend the term of this Contract by giving written notice.

b. Either party may terminate this Contract for default upon five (5) days’ written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. City may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall City be liable for costs incurred by or on behalf of Contractor after the effective date of a notice of termination.

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Rev. Michael Smith, Executive Director
McGee Avenue Baptist Church,
Center for Food, Faith and Justice (CFFJ)
1640 Stuart St.
Berkeley, CA 94703]

d. If City terminates this Contract for convenience before Contractor completes the services in Exhibit A, Contractor shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

4. **INDEMNIFICATION**

Contractor, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Contractor's operations under this Contract, or with the performance of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or agents.

5. **INSURANCE**

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$2,000,000 (two million dollars); an automobile liability insurance policy in the minimum amount of \$1,000,000 (one million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$ [redacted] to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the City, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; and 3) be approved as to form and sufficiency by the City's Contract Administrator. **The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below.**

b. If the commercial general liability insurance referred to above is written on a

Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

c. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City's Contract Administrator; 2) provide for a waiver of any right of subrogation against City to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

d. Contractor shall forward all insurance documents to:

Department Name: [REDACTED]

Department Address: [REDACTED]

6. **CONFORMITY WITH LAW AND SAFETY**

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Contractor shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

7. **SAFETY DATA SHEETS**

a. To comply with the City's Hazard Communication Program, Contractor agrees to submit Safety Data Sheets (SDS) for all "hazardous substances" Contractor intends to use in the performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 *et seq.*). The SDS for all products must be submitted to the City before commencing work. The SDS for a particular product must be reviewed and approved by the City's Risk Manager before Contractor may use that product.

b. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

8. **OWNERSHIP OF DOCUMENTS**

a. When this Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. Contractor grants City a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the City.

c. With the prior written approval of City's Project Manager, Contractor may retain and use copies of its work for reference and as documentation of its experience and capabilities.

9. **NON-DISCRIMINATION**

Contractor hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Contractor shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Contractor shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

10. **INDEPENDENT CONTRACTOR**

a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Contractor.

b. Direction from City regarding the subject of this Contract shall be construed as

providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.

11. **CONFLICT OF INTEREST PROHIBITED**

a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director, partner or member of Contractor, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

12. **NUCLEAR FREE BERKELEY**

Contractor agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

13. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution No. 59,853-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing

regime of any Oppressive State.

- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region and the provinces of Aho, Kham, and U-Tsang shall be deemed oppressive states.

c. Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

14. **SANCTUARY CITY CONTRACTING**

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential

cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

15. **RECYCLED PAPER FOR WRITTEN REPORTS**

If Contractor is required by this Contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

16. **BERKELEY LIVING WAGE ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Contractor fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach

of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. **BERKELEY EQUAL BENEFITS ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Contractor fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated

damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

18. **AUDIT**

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

19. **SETOFF AGAINST DEBTS**

Contractor agrees that City may deduct from any payments due to Contractor under this Contract any monies that contractor owes City under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

20. **CONFIDENTIALITY OF INFORMATION**

Contractor understands and agrees that, in the performance of the services under this Contract or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

21. **PREVAILING WAGES**

Certain labor categories under this contract may be subject to prevailing wages as identified in the State of California Labor Code commencing with Sections 1720 et. seq. and 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages. In performing its obligations under this contract, Contractor is solely responsible to determine which, if any, of the work is governed by a labor category pursuant to California Labor Code sections 1720 et. seq. and 1770 et. seq. and pay the pertinent prevailing wage. Contractor shall defend,

indemnify and hold harmless City concerning any liability arising out of Labor Code section 1720 et. seq. and 1770 et. seq.

22. **GOVERNING LAW**

This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

23. **AMENDMENTS**

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by City and Contractor.

24. **ENTIRE CONTRACT**

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between City and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

25. **SEVERABILITY**

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

26. **WAIVER**

Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

27. **ASSIGNMENT**

Contractor may not assign this Contract without the prior written consent of the City, except that Contractor may assign its right to any money due or to become due hereunder.

28. **EFFECT ON SUCCESSORS AND ASSIGNS**

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

29. **CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST**

The City’s Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. §18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor’s service.

30. **SECTION HEADINGS**

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

31. **CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. **Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.**

Business License Number [redacted]
B.M.C. § [redacted]
Taxpayer ID Number [redacted] 94-2184326

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date first mentioned above.

CITY OF BERKELEY

By: _____
City Manager

Pre-approved as to form
CITY ATTORNEY
10/2019

Registered on behalf
of the City Auditor by: _____
Finance Department

Attest by: _____
City Clerk

CONTRACTOR

Printed Name: _____
Rev. Michael Smith

By: _____
McGee Avenue Baptist Church,
Center for Food, Faith and Justice

Title: _____
Senior Pastor, Executive Director

Tax Identification #

94-2184326 _____

Berkeley Business License # _____

Incorporated: Yes • No •

Certified Woman Business Enterprise: Yes • No •

Certified Minority Business Enterprise: Yes • No •

If yes, state ethnicity: African

American _____

Certified Disadvantaged Business Enterprise: Yes • No •

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

PAYMENT



Voices Against Violence

A Program of the McGee Center for Food, Faith & Justice

Background

Over the past several years incidents of gun violence in South Berkeley has risen. The targets, shooters and victims have been African-American. Additionally, the gun violence has occurred during the middle of the day, exposing toddlers, children, youth and adults who are out in their neighborhoods or sleeping in their beds to the terror of active shootings. Despite these repeated incidents, Berkeley currently has no gun violence prevention or intervention mentoring program to address the immediate need to curtail the violence and take the necessary preventive steps toward healing and change within the community beyond police investigation.

While the number of young people caught up in gun violence is relatively small, their impact is large. With a small investment of resources, we can engage the highest risk young people in stopping the gun violence while getting on a path to positive alternatives. Surrounding this small group of highest risk young people are a larger circle of young people who get caught up in the violence or become collateral damage. Beyond that is the impact on the overall safety and well-being of their families and the communities in which they live or visit.

In August of 2019, with limited funding from a UC Chancellor's Community Partnership Grant and a gift from a local family foundation in addition CFFJ Health and Garden funds we began the Voices of Violence Program. In year 1 we served 27 Berkeley Middle and High School Students through weekly after-school sessions. Youth participated in workshops ranging from violence prevention, Identity formation, diversity training, racial justice, Art expression, urban gardening and healthy living. Participants were eligible to receive merit-based stipends for attendance, participation and community service projects .

In addition, the program recognized that many of our youth arrive hungry with limited or no resources for food which led the program to also include a weekly meal. Unfortunately, in mid-March of 2020 the impact of COVID-19 required the program to temporarily shut down. By May we realized that the Pandemic would end anytime soon and we began re-thinking our strategies to create a program model while we continue to shelter in place and still main contact with our young people engaging through social distancing as well as video and online technology.

As we begin year 2 despite the ongoing challenges of Sheltering in Place we recognize the recent events leading to the Black Lives Matter Uprising for justice and equity means that the population that we serve is a vulnerable as ever. As Berkeley seeks to re-imagine strategies for community safety the Voice Against Violence Program is one of the few Black led Berkeley-

based programs already working in this area with limited funding and resources the City of Berkeley. As such, we seek direct and ongoing funding from the City through the proposed Youth Listen Campaign to support and expand our efforts to continue and serve some of Berkeley's most vulnerable youth and families.

Program Overview

The Voices Against Violence Program is led by Pastor Michael A. Smith who brings nearly of 30 years of experience in the fields of youth development and non-profit leadership along with Lorenzo Grayson, Reverend Angela Jernigan and our Community Healing Liaison, Scott Blake who brings nearly 20 years of experience and training in gun and gang violence reduction strategies. Similarly, Mr. Blake and Voices Against Violence Team will work directly with 2 Community Peace Ambassadors(CPA) and 7-10 volunteer mentors from South and West Berkeley to implement hybrid elements of the Ceasefire a data-driven violence-reduction strategy coordinating law enforcement, social services, and the community.

Our CPA's will work with the Community Liaison to identify and recruit 50 high-risk middle and high school students in South and West Berkeley in order to create positive opportunities for young people while also establishing circles of trust around potential areas and individuals within the community that have the potential to escalate thus putting young people and the community at-large at risk. In addition to participating in workshops, focus groups and restorative circles led by the The Haas Institute and Live Free, middle and high school students will have opportunities to participate in and/or lead several special events throughout the year while also being eligible to receive other incentives.

The Community Liaison will meet with the Voices Against Violence CPA's weekly to keep the program aware of potential areas of conflict through social media postings, individual or small group meetings and contacts with police, probation, schools and other community-based organizations. To understand the overall impact of the Voices Against Violence Program we will also engaged in 3- tiered program Evaluation of our 5 program objectives to understand the both empirical and anecdotal data throughout the grant cycle.

Additionally, understanding that life-skills development, employment training and trauma-informed care are critical elements in combating systemic violence the Voices Against Violence Program will recruit, train and certify 6 of the most vulnerable youth and young adults in South and West Berkeley ages 17-24 to participate in two 7-week Pre-Employment Training Programs through McGee's Center for Food, Faith & Justice. Upon completion of each 7-week cycle participants will receive a \$600 Stipend. Participants will also receive ongoing Life-Skills Training through Live-Free, CFFJ, BYA and Young Lives Matter in the areas of conflict resolution, communication skill, restorative justice, mental trauma and positive minds designed to support young people transitioning toward more positive, safe and healthy lifestyles.

Social Distancing Workshops and On-Farm Training in the Time of COVID-19

As The City of Berkeley, Alameda County and the nation continues to grapple with the current realities of sheltering in place CFFJ and Voices Against Violence continues to adapt to the dynamic needs of vulnerable communities in order to increase and sustain impact. In order to continue effective service delivery to youth participants and families in Berkeley we will use online medium including Zoom, YouTube and Facebook Live to deliver weekly workshops on violence prevention, racial justice, arts and crafts, urban agriculture, community food security, culinary instruction and local as well as nation issues of youth voice, inclusion and equity.

Due to social distancing requirements we will limit in-person sessions and classes to no more than 15 participants in one room while observing all social distancing regulations while also using required Personal Protection Equipment (PPE) for all staff, participants and students. This

reality means that our hands-on approach will also include at-home interviews, podcasts, art and garden projects while delivering relevant content and instruction through video and online technology. In order to ensure all participants complete the program we are staggering the days with Group A participating on a Monday-Wednesday schedule and Group B participating on Tuesday-Thursday. Subsequently, we are also including virtual violence prevention and anti-racism workshops, arts shows, cooking classes and urban gardens tours in the region.

Program Objectives

The Voices Against Violence Program will achieve 5 major outcomes over the course of the program and Based on our Project Timeline

1. Centralize violence prevention and mentoring efforts through a trained Community Healing Liaison who is acquainted with many of the most challenged young people in South and West Berkeley along with two Community Peace Ambassadors who will serve to connect young people to local services while working with with appropriate parts of the City of Berkeley, the Berkeley Unified School District(BUSD) and other community organizations to reduce gun violence, promote positive minds and create safer more livable communities for the young people and the Berkeley community as a whole. **(July 2020-June 2021)**
2. Partner with the BUSD Office of Family Engagement, as well as UC Berkeley Journalism Department and The Other and Belonging Institute to highlight and follow the stories of 30 high-risk Berkeley youth through a Youth-Led Podcast and Listening Campaign to understand the impact of COVID-19 and Sheltering in Place as well the killings of George Floyd, Breona Taylor, Ahmad Auberry and the Black Lives Matter Movement on the lives and families of participants. **(August 2020-June 2021)**
3. Incubate a trained Support Network of youth-led Social Media Initiatives in South and West Berkeley including a Berkeley United Gathering against Gun Violence **Party(September 2020)**, TheTears and Testimony for Healing Art and Poetry Slam **(February 2021)** and The Black, Green & Traumatized Earth Day Symposium on Food Sovereignty and Climate Justice**(April 2021)**.
4. Target 12 of the most vulnerable youth and young adults in South and West Berkeley through Life-Skills and Pre-Employment Training through CFFJ Urban Garden and Culinary Program **(July 2020-June 2021)**.
5. Train an additional 30 High-Risk Berkeley Youth and Young Adults in researched-based Violence Prevention Strategies Through Live Free and the UC Berkeley Other and Belonging Institute. Parents of high-risk youth will receive training and support services through McGee CFFJ Soulful Parenting Support Initiative a 9-week parenting series designed to connect Parents of vulnerable youth with resources and strategies to redirect young people engaging or at-risk for gun or gang activity.**(September 2020-June 2021)**

